HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
AGENDA

107 Manns Harbor Drive, Apollo Beach, FL 33572

District Board of Supervisors
Paul Curley
Steve Lockom
Michael Maurer
Ryan Wick
Dan Leventry
Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Regional District Manager
Joseph Roethke
Rizzetta & Company, Inc.

District Attorney
Michael Eckert
Hopping, Green & Sams

District Engineer
Greg Woodcock
Cardno

All cellular phones and pagers must be turned off while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
Dear Board Members:

The regular meeting of the Board of Supervisors of the Harbor Bay Community Development District will be held on **Thursday, July 18, 2019 at 6:00 PM** at the MiraBay Clubhouse located at 107 Manns Harbor Drive, Apollo Beach, Florida 33572. The following is the revised agenda for this meeting:

**1. CALL TO ORDER / ROLL CALL**
**2. PLEDGE OF ALLEGIANCE**
**3. AUDIENCE COMMENTS ON AGENDA ITEMS**
**4. PRESENTATION OF AUDIENCE COMMENT FOLLOW-UP SHEET ........ Tab 1**
**5. CHAIRMAN’S PERSPECTIVE ON AGENDA ITEMS ......................... Tab 2**

**6. BUSINESS ITEMS**

A. **Seawall**
   i. **Master Project**
      a. **Ratification of Agreement with Florida Structural Group**
         for Master Seawall Project...................................................... Tab 3
   ii. **Bond Financing**
      a. Presentation of Supplemental Engineer’s Report.............. Tab 4
      b. Presentation of Supplemental Assessment Report ............... Tab 5
      c. Consideration of Resolution 2019-08,
         Delegated Award Resolution ........................................... Tab 6

B. **Upland Claims................................................................. Tab 7**
   i. **Revised Repair Protocol .................................................. Tab 8**
   ii. **Notice of Final Claim Submission Deadline ..................... Tab 9**

C. **Shrubbery Maintenance/Replacement Priorities ...................... Tab 10**
   i. **Envisioning Package Proposal ........................................ Tab 11**

D. **New Capital Project Priorities .......................................... Tab 12**

E. **ADA-Compliant Website and Data Library ................................ Tab 13**

F. **Major Project Update**
   i. **Cardno-Managed**
      a. Project Tracker............................................................... Tab 14
   ii. **Rizzetta-Managed**
      a. Project Tracker............................................................... Tab 15
   iii. **Written Update Only**
      a. Landscape RFP
      b. Rizzetta/WTS RFP
      c. Software Management System ......................................... Tab 16
      d. Painting of Buildings.................................................... Tab 17
      e. Pool Bathroom Remodeling............................................. Tab 18
f. Wolf Creek Sails.......................................................................................... Tab 19
  g. Street Signs............................................................................................... Tab 20
  h. Power Washing ......................................................................................... Tab 21
  i. Pool Mooring Post Repair ....................................................................... Tab 22
  j. Pool Landscape Installation ..................................................................... Tab 23
  k. Public Facilities Report ........................................................................... Tab 24
  l. ADA Website Compliance ....................................................................... Tab 25

g. Resident Communication .......................................................................... Tab 26

7. CONSENT AGENDA ITEMS/BUSINESS ADMINISTRATION
   A. Consideration of Minutes of Board of Supervisors’
      Regular Meeting held on June 20, 2019 .................................................. Tab 27
   B. Consideration of Operations & Maintenance
      Expenditures for June 2019 .................................................................... Tab 28
   C. Consideration of Operations & Maintenance
      Expenditures for June 2019 – Reserve Fund ........................................ Tab 29
   D. Consideration of Operations & Maintenance
      Expenditures for June 2019 – MiraBay Amenity Center ....................... Tab 30
   E. Consideration of Operations & Maintenance
      Expenditures for June 2019 – Evergreen Fund ...................................... Tab 31
   F. Consideration of Master Project Requisitions #159-162 ....................... Tab 32
   G. Consideration of Supplemental Project Requisitions (if any)
   H. Presentation of Monthly Staff Report: MiraBay Club Manager .......... Tab 33
   I. Presentation of Monthly Staff Report: Club Director .............................. Tab 34
   J. Dock and Boat Lift Approvals
      i. Bornstein, 5321 Loon Nest Ct. .......................................................... Tab 35
      ii. Flynn, 719 Islebay Dr. ..................................................................... Tab 36

8. STAFF REPORTS
   A. District Counsel
   B. District Engineer
   C. District Manager

9. SUPERVISOR REQUESTS

10. AUDIENCE COMMENTS

11. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any
questions please do not hesitate to contact me at (813)533-2950.

Sincerely,

Joseph Roethke
Regional District Manager
Tab 1
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>COMMENT(S)</th>
<th>ACTION/RESPONSE</th>
<th>FOLLOW-UP REQUIRED</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/21/19</td>
<td>Questions about pickleball courts</td>
<td>The Board will be reviewing pricing at a future meeting. Steve following up with Park Square on future development.</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>10/19/17</td>
<td>Several comments regarding financial issues and potential special assessment</td>
<td>BOS approved $2 million special assessment</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td>10/19/17</td>
<td>Establish a reserve or &quot;sink hole&quot; fund to repair/replace capital assets</td>
<td>Reserve study completed in 2014 and being updated in 2017. A reserve fund has already been established</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td>10/19/17</td>
<td>A local seawall firm is interested in RFP but hasn't been contacted</td>
<td>Cardno to contact</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/19/17</td>
<td>Rip rap can encourage algae bloom or red tide</td>
<td>In evaluating bids versus the &quot;Evaluation Criteria&quot; included in the RFP, the Board will consider this and other relevant issues</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Concerns regarding palm tree diseases</td>
<td>LTK has been treating palms for diseases on a regular basis</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/16/17</td>
<td>seawall-weep hole maintenance</td>
<td>Engineer provided maintenance plan and will train on site staff</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>11/16/17</td>
<td>issues with pond maintenance</td>
<td>Cardno reviewing</td>
<td>NO</td>
<td>12/20/18</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Boat dockers</td>
<td>These are required per the Save the Manatee Agreement</td>
<td>NO</td>
<td>11/20/17</td>
</tr>
<tr>
<td>12/14/17</td>
<td>Request to look at additional vendors for community security</td>
<td>Staff is looking for other vendors and proposals will be presented at the next meeting</td>
<td>NO</td>
<td>12/14/17</td>
</tr>
<tr>
<td>1/18/18</td>
<td>Informed District staff that prior geotechnical reports regarding the pool crack should be available</td>
<td>OM sent report to Engineer</td>
<td>NO</td>
<td>1/18/18</td>
</tr>
<tr>
<td>2/8/18</td>
<td>Question about additional mangrove plantings</td>
<td>Developer not planting new mangroves at this time</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Question about Bay Estates Preserve gates</td>
<td>Gates are open for construction traffic</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Request to have cafe open during CDD meetings</td>
<td>WTS is not staffed during these hours</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Question about maintenance on pilings in canal restrictions</td>
<td>CDD will be budgeting for maintenance</td>
<td>NO</td>
<td>4/19/18</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Question about boat size restrictions</td>
<td>Staff is responding to resident on limits</td>
<td>NO</td>
<td>4/19/18</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Question about enterprise fund rebidding</td>
<td>Board will be reviewing during budget process</td>
<td>NO</td>
<td>4/19/18</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Question about mangrove trimming</td>
<td>District Engineer is reviewing</td>
<td>NO</td>
<td>1/27/19</td>
</tr>
<tr>
<td>5/17/18</td>
<td>Issues with seacoast irrigation and landscape pest control</td>
<td>Steve reviewing with landscaper</td>
<td>NO</td>
<td>5/17/18</td>
</tr>
<tr>
<td>5/17/18</td>
<td>Question about home lots to be built on developer lots</td>
<td>MARC guidelines are in place</td>
<td>NO</td>
<td>5/17/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Request for better guard house upkeep</td>
<td>Staff will increase maintenance</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on use of consultants</td>
<td>Board will continue using consultants when needed</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on landscape issues</td>
<td>Board will prioritize landscaping renovations as funds are available</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on speed bump/trader cameras</td>
<td>Board will be researching pros/cons</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Request for additional pickleball courts</td>
<td>This will be considered if/when amenities are expanded</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>7/19/18</td>
<td>Request for additional CDD communication</td>
<td>This will be added to the next meeting agenda for further discussion</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>7/19/18</td>
<td>Request for replacement of playground shade structures</td>
<td>Proposals will be reviewed by the Board at the next meeting</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>8/16/18</td>
<td>Questions regarding community security</td>
<td>The Board passed a motion to move forward with roving security</td>
<td>NO</td>
<td>8/16/18</td>
</tr>
<tr>
<td>10/18/18</td>
<td>Questions regarding vessel registration fees</td>
<td>Chairman working on meeting with the Save the Manatee group to discuss the agreement</td>
<td>NO</td>
<td>2/21/19</td>
</tr>
<tr>
<td>3/21/19</td>
<td>Question about boat ramp surface issues</td>
<td>Currently being addressed by Club Director and District Engineer</td>
<td>NO</td>
<td>3/21/19</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Request for Boat Show</td>
<td>If WTS decides to sponsor such an activity, they will work with District Counsel and others to implement</td>
<td>NO</td>
<td>5/16/19</td>
</tr>
<tr>
<td>3/21/19</td>
<td>Question about clubhouse exterior painting</td>
<td>Board approved a NTE of $1,000 for a professional opinion on paint colors; Board to review and approve at a future meeting</td>
<td>NO</td>
<td>5/16/19</td>
</tr>
<tr>
<td>5/16/19</td>
<td>Request to add hog trapping back to CDD areas</td>
<td>Club Director has already engaged with trapper</td>
<td>NO</td>
<td>5/16/19</td>
</tr>
</tbody>
</table>
Tab 2
Chairman’s Perspective on Agenda Decisions for 7-18-19

What follows is the Chairman’s perspective on what decisions need to be made at the meeting as well as any other relevant annotated notes.

1. Seawall
   a. Review T-dates for key milestones leading to installation of the first 1,000 linear feet of seawall
   b. Approve Delegation Resolution, Supplemental Assessment Report and Supplemental Engineer’s Report
2. Seawall Upland Claims
   a. Consider settlement offers
   b. Approve changes to protocol
3. Shrubbery maintenance/replacement priorities
   a. Approve funding for shrubbery maintenance or replacement
4. New capital project priorities
   a. Approve project prioritization to review with Park Square, i.e., I do not anticipate approving the initiation of one or more projects
5. ADA complaint website and data library
   a. Direct Staff on what to information to post on the new ADA compliant District website
   b. Direct Staff on content to include in Data Library for Supervisors and Staff
6. Written updates on approved projects
   a. Staff will provide written updates on T-dates for project initiation, major milestones and project completion as well as info requested via email or Board meetings
   b. No decisions or discussion anticipated
   c. As needed, Supervisors will ask clarifying questions
| Tab 3 |
AGREEMENT  
BETWEEN OWNER AND DESIGN-BUILDER  
ON THE BASIS OF A STIPULATED PRICE

Prepared by

EJDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

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AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®
AGREEMENT
BETWEEN OWNER AND DESIGN-BUILDER
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between Harbor Bay Community Development District ("Owner" or "District"), and Florida Structural Group, Inc. ("Design-Builder").

PROJECT INFORMATION

Project: Harbor Bay Community Development District – Design-Build of Master Seawall Project
Design-Build Contract: Sections I, II, and III ("Contract")

Owner’s Consultant: Cardno Limited

Engineer: Design-Builder has retained Brian Liebl, P.E., S.I. of Liebl & Barrow Engineering, Inc. ("Engineer") for the performance of professional engineering services under this Contract.

Authorized Representatives: Owner and Design-Builder each hereby designates a specific individual authorized to act as representative with respect to the performance of responsibilities under this Contract. Such an individual shall have authority to transmit instructions, receive formal notices, receive information, and render decisions relative to this Contract on behalf of the respective party that the individual represents.

1. Owner’s Authorized Representative: Gregory Woodcock, Cardno Limited, 20203 Cortez Blvd, Brooksville, Florida 34601, greg.woodcock@cardno.com, (352) 754-1240; Christopher Gamache, P.E., Cardno Limited, 380 Park Place Blvd, Suite 300, Clearwater, Florida 33759, christopher.gamache@cardno.com, (727) 431-1615.

2. Design-Builder’s Authorized Representative: Brian W. Peachey, President, 17311 Alico Center Road, Suite D, Fort Myers, FL 33967

Owner and Design-Builder further agree as follows:

ARTICLE 1 – THE WORK

1.01 General Description of Work

A. Design-Builder shall complete all Work as specified or indicated in the Contract. The Work is generally described as the design and construction of the following: the stabilization of certain canal retaining walls and berm rehabilitation within the community of MiraBay, as more fully described in the engineering documents and specifications contained within the Contract Documents, and consistent with the schedule described in Section 8.13 herein.

ARTICLE 2 – CONTRACT TIMES

2.01 Time of the Essence

A. All time limits for Design-Builder’s attainment of Milestones, if any, Substantial Completion, and completion and readiness for final payment, as stated in the Contract, are of the essence of the Contract.

2.02 Contract Times: Dates

A. Design-Builder will substantially complete the Work on or before [__].

B. Design-Builder will have the Work completed and ready for final payment, in accordance with Paragraph 14.06 of the General Conditions, on or before [__].
2.02 Contract Times: Days

A. Design-Builder will substantially complete the Work within [_____] days after the Effective Date consistent with the schedule described in Section 8.13 herein.

B. Design-Builder will have the Work completed and ready for final payment, in accordance with Paragraph 14.06 of the General Conditions, within [_____] days after the Effective Date consistent with the schedule described in Section 8.13 herein.

C. Design-Builder shall attain the following Milestone(s):
   1. Milestone 1 [event & date/days]
   2. Milestone 2 [event & date/days]
   3. Milestone 3 [event & date/days]

2.03 Liquidated Damages; Early Completion Bonus

A. Design-Builder and Owner recognize that time is of the essence as stated in Paragraph 2.01 above, and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 2.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a lawsuit or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Design-Builder shall pay Owner $[500] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 2.02.A above for Substantial Completion until the Work is substantially complete, for up to 90 days.

2. Completion of Remaining Work: After Substantial Completion, if Design-Builder shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Design-Builder shall pay Owner $[500] for each day that expires after such time until the Work is completed and ready for final payment, for up to 90 days.

3. Liquidated damages for failing to timely attain Substantial Completion, and final completion, and Milestones (if applicable) are not additive, and will not be imposed concurrently. Liquidated damages for failing to attain Substantial Completion shall take precedence. In no event shall liquidated damages be collected or imposed for more than 90 consecutive days.

4. Milestones: Design-Builder shall pay Owner $[_____] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4. Design-Builder and Owner agree that the liquidated damages specified in this Paragraph 2.03 have a reasonable relationship to actual damages and that such liquidated damages represent a good faith effort to estimate actual damages. Furthermore, Design-Builder and Owner agree that the liquidated damages in this Paragraph 2.03 do not operate as a penalty.

B. Bonus: Design-Builder and Owner further recognize that the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Design-Builder agree that as a bonus for early completion, Owner shall pay Design-Builder $[500] a day for each day prior to the time
specified in Paragraph 2.02 for Substantial Completion [as set forth in this Agreement as of the Effective Date] or [as duly adjusted pursuant to the Contract] that the Work is substantially complete. The maximum value of the bonus shall be limited to $[45,000].

ARTICLE 3 – CONTRACT PRICE

3.01 Stipulated Sums

A. Owner shall pay Design-Builder for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

1. For all Work other than Unit Price Work, a lump sum not to exceed price of: $17,449,213. Unit Pricing, as shown in the Unit Pricing Schedule referenced in Section 7.01.A.12.c, shall be used in connection with pricing for de-mobilization and mobilization if necessary, and change orders. If Owner elects to directly purchase the sheet pile, steel, or other material(s), Design-Builder agrees to deduct the sales and use taxes saved.

2. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) $[

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 12.02 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner.

3. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $[

1. For all Work, at the prices stated in Design-Builder’s Proposal, attached hereto as an exhibit.

3.02 Changes in Contract Price Based on Cost of the Work

A. If the price of Design Professional Services covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, then for such Design Professional Services (exclusive of reimbursable expenses, if any) the Engineer, Project Design Professional, or other design entity performing the Design Professional Services (regardless of tier) may invoice no more than the direct labor cost of each employee providing services multiplied by a factor of [______. [insert multiplier for such design services]], which covers labor costs, overhead, and profit.

B. If the value of Work covered by a Change Order or an adjustment in the Contract Price is
determined on the basis of Cost of the Work, and involves Work performed under Construction Subcontracts or Design Agreements, the allowable mark-ups on lower tier invoices shall be limited as stated in Paragraph 11.05.D.2.c and d of the General Conditions.

ARTICLE 4 – PAYMENT PROCEDURES

4.01 Submittal and Processing of Payments

A. Design-Builder shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Owner will process Applications for Payment as provided in the General Conditions.

4.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Design-Builder’s Applications for Payment in accordance with the prompt payment provisions contained in Sections 218.735 and 218.74, Florida Statutes on or about the___th day of each month during performance of the Work as provided in Paragraph 4.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner (i.e., by the first of the month) and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

Prior to 50 percent completion of the Work, the Owner may withhold from each progress payment made to the Design-Builder an amount not exceeding 10 percent of the payment. After 50 percent completion of the Work, the Design-Builder may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the Work, and until final completion and acceptance of the Work by Owner, the Owner may, in its sole discretion, reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the Design-Builder. Five percent of the Contract Price will be retained until final completion, acceptance of the Work by the Owner, and final payment to the Design-Builder.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

   a. [__] percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then, as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and

   b. [__] percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage)

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design-Builder to [___] percent [Note: a typical amount here is 100%] of the Work completed, less such amounts set off by Owner pursuant to Paragraph 14.01.G of the General Conditions, and less [___] percent [Note: a typical amount here is 200%] of Owner’s estimate of the value of Work to be completed or corrected as shown on the punch list of
items to be completed or corrected prior to final payment.

C. Notwithstanding the provisions above, no retainage shall be withheld with respect to the portion of a payment application pertaining to engineering, design, and other professional services.

4.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.06 of the General Conditions, Owner shall pay the remainder of the Contract Price. Upon final completion and acceptance of the Work in accordance with Paragraph 14.06 of the General Conditions and subject to final acceptance by Hillsborough County, and/or other governmental entities, as applicable, Owner shall pay the remainder of the Contract Price.

ARTICLE 5 – INTEREST

5.01 Interest Rate

A. All amounts not paid when due shall bear interest at the rate of [_____] percent per annum, or if applicable at the rate stated in a governing prompt payment statute. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

ARTICLE 6 – DESIGN-BUILDER’S REPRESENTATIONS

6.01 Representations

A. Design-Builder makes the following representations for Owner’s reliance:
   1. Design-Builder has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
   2. Design-Builder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
   3. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
   4. Design-Builder has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings.
   5. Design-Builder has considered the information known to Design-Builder itself, and to Construction Subcontractors and Project Design Professionals that Design-Builder has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Design-Builder, with respect to
the effect of such information, observations, and documents on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder; and (c) Design-Builder's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Design-Builder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary prior to entry into the Contract at the Contract Price, subject to the Contract Times.

7. Design-Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

8. Design-Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents, and the written response from Owner is acceptable to Design-Builder.

9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10. Design-Builder's entry into this Contract constitutes an incontrovertible representation by Design-Builder that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement, as modified herein (pages 1 to [15], inclusive).
4. Other bonds.
   a. [ ] (pages [ ] to [ ], inclusive).
5. General Conditions, as modified herein (pages [1] to [65], inclusive).
8. Addenda, if any (numbers [ ] to [ ], inclusive).
10. Proposal Amendment(s), if any.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Work Change Directives.
   b. Change Orders.
   c. Record Drawings and Record Specifications
12. Other Exhibits to this Agreement (enumerated as follows):
   a. Resolution & the Project Manual (pages [ ] to [ ], inclusive)
b. **Permits (not attached but provided under separate cover) (pages ___ to ___, inclusive)**

c. **Unit Pricing Sheet for Design-Build of Master Seawall Project (may be provided after the Effective Date of the Contract in accordance with the Design Criteria Package)**

d. **Design Criteria Package**

e. **Daily Logs and Weekly Logs Forms**

B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

E. In the event of any conflict between this Agreement, the General Conditions, and/or the Supplementary Conditions, and the Design Criteria attached hereto, the Design Criteria Package shall control.

**ARTICLE 8 – MISCELLANEOUS**

8.01 **Terms**

A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplementary Conditions.

8.02 **Assignment of Contract**

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on the other party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

8.03 **Successors and Assigns**

A. Owner and Design-Builder each binds itself, its successors, assigns, and legal representatives to the other party hereto, and its successors, assigns, and legal representatives, in respect to all covenants, agreements, and obligations contained in the Contract.

8.04 **Severability**

A. Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design-Builder, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 **Assignment of Warranties**

Design-Builder shall assign to Owner all warranties extended to Design-Builder by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or
subcontractor to consent to same, then Design-Builder shall secure the material supplier’s and/or subcontractor’s consent to assign said warranties to Owner.

8.05 8.06 Design-Builder’s Certifications

A. Design-Builder certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.06 Other Provisions

8.07 Direct Purchase of Materials

A. Owner represents to Design-Builder that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Design-Builder with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials (“Direct Purchase Materials”) necessary for completion of the Work directly from the suppliers to take advantage of Owner’s tax exempt status.

B. Within 21 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Design-Builder with a list of materials that will be treated as Direct Purchase Materials.

C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner’s consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by Owner and if the original contract contemplated sale of materials and installation by the same person, the change order needs to reflect sale of materials and installation by different legal entities.

D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Design-Builder. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt
purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties, and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Design-Builder will use in the identified public works; (2) the vendor’s invoice will be issued directly to the governmental entity; (3) payment of the vendor’s invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.

E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Design-Builder as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Design-Builder.

F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.

G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Design-Builder, as Owner’s agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties, bonds, and guarantees for all material and products as required under the Contract Documents. All contract terms, including but not limited to warranties, payment and performance bonds, and other forms of indemnification, provided by Design-Builder as part of Contract shall continue to apply to all Direct Purchase Materials, as though Design-Builder had purchased the Direct Purchase Materials.

H. Design-Builder shall maintain builder’s risk insurance or an equivalent installation floater on the Direct Purchase Materials and shall name Owner as an additional insured under such insurance policy or alternatively, in Owner’s sole discretion, Owner shall maintain such insurance.

8.08 Construction Defects

CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

8.09 Public Records

Design-Builder understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Design-Builder agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to, Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Design-Builder shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Design-Builder does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract,
transfer to the District, at no cost, all public records in Design-Builder's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Design-Builder, Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Design-Builder acknowledges that the designated Public Records Custodian for the District is Joe Roethke. IF DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DESIGN-BUILDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571, jroethke@rizzetta.com, 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625.

8.10  Restriction on Removal of Fill Dirt from Work Site

Design-Builder acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the District.

8.11  Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, Design-Builder acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Design-Builder represents that neither itself nor any Subcontractors retained hereunder meet any of the prohibited criteria set forth in Section 287.133, Florida Statutes. If the Design-Builder or any of its Subcontractors is found to have falsely represented its status under Section 287.133, Florida Statutes, or later been placed on the convicted vendor list, the Design-Builder shall immediately notify the District, at which time District may immediately terminate the Contractor Agreement or may require the Design-Builder, at the Design-Builder’s expense, to terminate any contractual relationship with any such Subcontractors.

8.12  Scrutinized Companies

Pursuant to Section 287.135(2), Florida Statutes, Design-Builder represents that Design-Builder has not been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (together, “Scrutinized Companies Lists”), and is not engaged in business operations in Cuba or Syria. If the Design-Builder or any of its Subcontractors is found to have falsely represented its status under Section 287.135(5), Florida Statutes, or has been placed on any of the Scrutinized Companies Lists or has been engaged in business operations in Cuba or Syria, the Design-Builder shall immediately notify the District, at which time District may immediately terminate this Agreement or may require the Design-Builder, at the Design-Builder’s expense, to terminate any contractual relationship with any such Subcontractors.
8.13 Schedule

Design-Builder will construct and deliver the entire Project consistent with a schedule that Design-Builder will submit to Owner for approval, which shall not be unreasonably withheld by Owner, no later than ten (10) calendar days after Owner issues the Notice to Proceed and pays Design-Builder the deposit. Said schedule shall include a Retainage Invoice/Substantial Completion date that is no later than 19 months after the date Design-Builder issues the Notice to Proceed and pays Design-Builder the deposit. Design-Builder shall prioritize work within Section I over Sections II and III as follows: Design-Builder shall begin work in Section I and shall continue said work at a reasonable rate until Section I is complete, although Design-Builder may also simultaneously perform work in Sections II and III at Design-Builder’s discretion, provided it has the capacity to do so without compromising the rate of work within Section I. The Retainage Invoice date identified on the payment schedule included in same shall be the Substantial Completion date, and the Final Completion date shall be thirty (30) days after the Substantial Completion date, for all purposes in these Contract Documents.

The Performance Bond and Payment Bond required by the Contract Documents shall be issued in an amount equivalent to the full Contract Price identified in Article 3. Owner shall pay the costs associated with these bonds directly to the surety company, but Design-Builder shall obtain, record, and provide the Owner certified copies of said recorded bonds prior to commencing construction in accordance with the provisions of Section 255.05, Florida Statutes and Section 2.01.A and Article 6 of the General Conditions. Design-Builder shall also provide the Owner its Certificate of Insurance in accordance with Section 2.01.B and Article 6 of the General Conditions.

8.14 Good Faith Cooperation on Sheet Pile Purchases

Owner and Design-Builder shall cooperate in good faith to secure the lowest possible cost for the purchase of suitable sheet pile for the Project. Nothing in this paragraph, however, shall be construed as financially committing or otherwise legally obligating Owner to direct purchase sheet pile (if it chooses to do so) from any particular third-party vendor. Design-Builder shall negotiate a purchase order agreement for sheet pile with a third party vendor and present same to Owner prior to execution. Upon presentation to Owner, Owner may, in its sole and absolute discretion, either direct Design-Builder to proceed to execute the contract, or Owner may instead directly contract with the vendor consistent with Section 8.07 above. Design-Builder shall receive no additional compensation from Owner or vendor in connection with the sheet pile contract.

8.15 Electronic Transmissions

This Contract may be transmitted between the parties by facsimile machine or electronic mail. Owner and Contractor intend that faxed or emailed signatures constitute original signatures and that a faxed or emailed Contract containing the signatures (original or electronic) of Owner and Contractor is binding on Owner and Contractor.

8.16 Contract Contingent on Financing

Owner intends to finance most of the Work via bond financing. Notwithstanding any other provision in these Contract Documents, this Contract is explicitly made contingent upon Owner securing the funds necessary to pay for the Work. In the event Owner is unable to secure the funds necessary to pay for the Work by September 30, 2019, Owner or Design-Builder may terminate this Contract following that date without the payment of a penalty or fee whatsoever.
to the other party. Otherwise, Owner’s deposit in the amount of $595,650.00 to Design-Builder
shall be due and payable to Design-Builder no later than October 1, 2019. Following Owner’s
issuance of a Notice to Proceed and payment of the deposit to Design-Builder, Design-Builder
may submit progress invoices to Owner every thirty (30) days.

8.17 Counterparts

This Contract may be executed by the parties signing different counterparts of this Contract,
which counterparts together shall constitute the agreement of the parties.
IN WITNESS WHEREOF, Owner and Design-Builder have signed this Agreement.

This Agreement will be effective on ________________, which is the Effective Date of the Contract.

OWNER: HARBOR BAY COMM. DEV. DISTRICT

By: STEVE LOCKOM
Title: VICE CHAIRMAN
Attest: ______________________
Name/Title: JUSTIN CROOM, DISTRICT MANAGER

DESIGN--builder: FLORIDA STRUCTURAL GROUP, INC.

By: BRIAN W. PEACHEY
Title: PRESIDENT
Attest: ______________________
Name/Title: ______________________

By: RYAN LEE KANE
Title: CERT. GEN. CONT. (LIC. # CGC1527310)
Attest: ______________________
Name/Title: ______________________

Address for giving notices:

__________________________________________________
__________________________________________________
__________________________________________________

Page 15 of 15
IN WITNESS WHEREOF, Owner and Design-Build have signed this Agreement.

This Agreement will be effective on 7/11/19, which is the Effective Date of the Contract.

OWNER: HARBOR BAY COMM. DEV. DISTRICT

By: STEVE LOCKOM
Title: VICE CHAIRMAN
Attest: ____________________________
Name/Title: JUSTIN CROOM, DISTRICT MANAGER

DESIGN-BUILDER: FLORIDA STRUCTURAL GROUP, INC.

By: BRIAN W. PEACHEY
Title: PRESIDENT
Attest: ____________________________
Name/Title: ________________________

By: RYAN LEE KANE
Title: CERT. GEN. CONT. (LIC. # CGC1527310)
Attest: ____________________________
Name/Title: ________________________

Address for giving notices:

__________________________________
__________________________________
__________________________________

Address for giving notices:

__________________________________
__________________________________
__________________________________
DESIGN-BUILD PERFORMANCE BOND

DESIGN-BUILDER (name and address):  SURETY (name and address of principal place of business):
Florida Structural Group, Inc.  Surety
17311 Alico Center Road, Suite D  Attn: Joseph Roethke, District Manager
Ft. Myers, FL 33967  9428 Camden Field Parkway

OWNER (name and address):
Harbor Bay Community Development District
Attn: Joseph Roethke, District Manager
9428 Camden Field Parkway
Riverview, FL 33578

DESIGN-BUILD CONTRACT
Effective Date of the Contract: **July 11, 2019**
Amount: **$17,449,213**
Description (name and location): Design-Build of Master Seawall Project, Apollo Beach, Florida
(Sections I, II, and III)

BOND
Bond Number:
Date (not earlier than the Effective Date of the Contract):
Amount: **$17,449,213**
Modifications to this Bond Form: □ None  □ See Paragraph 16

Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Design-Build Performance Bond to be duly executed by an authorized officer, agent, or representative. [Note: Provide supplemental execution by any additional parties, such as joint venturers.]

DESIGN-BUILDER AS PRINCIPAL  SURETY

Design-Builder’s Name  Surety’s Name
By: ____________________________  By: ____________________________
Signature  Signature (attach power of attorney)

Print Name  Print Name

Title  Title
Attest: ____________________________  Attest: ____________________________
Signature  Signature

Title  Title
1. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Design-Build Contract, which is incorporated herein by reference.

2. If the Design-Builder performs the Design-Build Contract, the Surety and the Design-Builder shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Design-Build Contract, the Surety’s obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Design-Builder and the Surety that the Owner is considering declaring a Design-Builder Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Design-Builder, and Surety to discuss the Design-Builder’s performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner’s notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety’s receipt of the Owner’s notice. If the Owner, the Design-Builder, and the Surety agree, the Design-Builder shall be allowed a reasonable time to perform the Design-Build Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Design-Builder Default;

3.2 The Owner declares a Design-Builder Default, terminates the Design-Build Contract, and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Design-Build Contract Price in accordance with the terms of the Design-Build Contract to the Surety, or to a design-builder or contractor selected to perform the Design-Build Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:

5.1 Arrange for the Design-Builder, with the consent of the Owner, to perform and complete the Design-Build Contract;

5.2 Undertake to perform and complete the Design-Build Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified design-builders or contractors acceptable to the Owner for a contract for performance and completion of the Design-Build Contract, arrange for a contract to be prepared for execution by the Owner and a design-builder or contractor selected with the Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Design-Build Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Design-Build Contract Price incurred by the Owner as a result of the Design-Builder Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new design-builder or contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Design-Builder under the Design-Build Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Design-Build Contract. Subject to the commitment by the Owner to pay the Balance of the
Design-Build Contract Price, the Surety is obligated, without duplication, for:

7.1 the responsibilities of the Design-Builder for correction of defective work and completion of the Design-Build Contract;
7.2 additional legal, design professional, and delay costs resulting from the Design-Builder’s Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
7.3 liquidated damages, or if no liquidated damages are specified in the Design-Build Contract, actual damages caused by delayed performance or non-performance of the Design-Builder.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety’s liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Design-Builder that are unrelated to the Design-Build Contract, and the Balance of the Design-Build Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Design-Build Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction where the construction portion of the Project is located, and shall be instituted within two years after a declaration of Design-Builder Default, or within two years after the Design-Builder ceased working, or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice under this Bond to the Surety, the Owner, or the Design-Builder shall be in writing, and mailed or delivered to the recipient’s address as shown in this Bond.

13. When this Bond has been furnished to comply with a statutory or other legal requirement where the construction portion of the Project is located, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Design-Build Contract Price: The total amount payable by the Owner to the Design-Builder under the Design-Build Contract after all proper adjustments have been made including allowance for the Design-Builder for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Design-Builder is entitled, reduced by all valid and proper payments made to or on behalf of the Design-Builder under the Design-Build Contract.

14.2 Design-Build Contract: The agreement between the Owner and Design-Builder identified as such in this Bond, including all Contract Documents and changes duly made to such Design-Build Contract.

14.3 Design-Builder Default: Failure of the Design-Builder, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Design-Build Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Design-Builder as required under the Design-Build Contract, or to perform and complete or comply with the other material terms of the Design-Build Contract.

14.5 Contract Documents: All the documents that comprise the contract between the Owner and Design-Builder.

15. Any singular reference to Design-Builder, Surety, Owner, or other party shall be considered plural where applicable.

16. Modifications to this Bond are as follows: This Bond is hereby amended so that the notice and time limitation provisions of Section 255.05, Florida Statutes, are incorporated by reference herein.
DESIGN-BUILD PAYMENT BOND

DESIGN-BUILDER (name and address):
Florida Structural Group, Inc.
17311 Alico Center Road, Suite D
Ft. Myers, FL 33967

OWNER (name and address):
Harbor Bay Community Development District
Attn: Joseph Roethke, District Manager
9428 Camden Field Parkway
Riverview, FL 33578

DESIGN-BUILD CONTRACT
Effective Date of the Contract: July 11, 2019
Amount: $17,449,213
Description (name and location): Design-Build of Master Seawall Project, Apollo Beach, Florida (Sections I, II, and III)

BOND
Bond Number:
Date (not earlier than the Effective Date of the Contract):
Amount: $17,449,213
Modifications to this Bond Form: None

Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative. [Note: Provide supplemental execution by any additional parties, such as joint venturers.]

DESIGN-BUILDER AS PRINCIPAL

Surety

Design-Builder’s Name

By: __________________________
Signature

Print Name

Title

Attest: _______________________
Signature

Title

SURETY

Surety’s Name

By: __________________________
Signature (attach power of attorney)

Print Name

Title

Attest: _______________________
Signature

Title
1. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, services, materials, and equipment furnished for use in the performance of the Design-Build Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Design-Builder promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, services, materials, or equipment furnished for use in the performance of the Design-Build Contract, then the Surety and the Design-Builder shall have no obligation under this Bond.

3. If there is no Owner Default under the Design-Build Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Design-Builder and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, services, materials, or equipment furnished for use in the performance of the Design-Build Contract, and tendered defense of such claims, demands, liens, or suits to the Design-Builder and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety’s expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety’s obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants that do not have a direct contract with the Design-Builder,

5.1.1 have furnished a written notice of non-payment to the Design-Builder, stating with substantial accuracy the amount claimed and the name of the party to which the materials were, or equipment was, furnished or supplied, or for which the labor was done or performed, within ninety (90) days after having last performed labor or services, or last furnished materials or equipment included in the Claim; and

5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

5.2 Claimants who are employed by or have a direct contract with the Design-Builder have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Design-Builder, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety’s failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Design-Builder may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Design-Builder under the Design-Build Contract shall be used for the performance of the Design-Build Contract and to satisfy claims, if any, under any design-build performance bond. By the Design-Builder furnishing and the Owner accepting this Bond, they agree that all funds earned by the Design-Builder in the performance of the Design-Build
Contract are dedicated to satisfy obligations of the Design-Builder and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Design-Builder that are unrelated to the Design-Build Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Design-Build Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction where the construction portion of the Project is located, or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Design-Build Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Design-Builder shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement where the construction portion of the Project is located, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated here. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Design-Builder and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the individual or entity for which the labor or services were done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, services, materials, or equipment were furnished for use in the performance of the Design-Build Contract;
4. A brief description of the labor, services, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or services, or last furnished materials or equipment, for use in the performance of the Design-Build Contract;
6. The total amount earned by the Claimant for labor, services, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, services, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Design-Builder or with a subcontractor of the Design-Builder to furnish labor, services, materials, or equipment for use in the performance of the Design-Build Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms “labor, services, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Design-Build Contract, architectural and engineering
services required for performance of the work of the Design-Builder and the Design-Builder’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Design-Build Contract:** The agreement between the Owner and Design-Builder identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Design-Builder as required under the Design-Build Contract, or to perform and complete or comply with the other material terms of the Design-Build Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Design-Builder.

17. Any singular reference to Design-Builder, Surety, Owner, or other party shall be considered plural where applicable.

18. Modifications to this Bond are as follows: **This Bond is hereby amended so that the notice and time limitation provisions of Section 255.05, Florida Statutes, are incorporated by reference herein.**
These General Conditions have been prepared for use with one of the three Agreements between Owner and Design-Builder (EJCDC® D-512, D-520, and D-525, 2016 Editions). Their provisions are interrelated and a change in one may necessitate a change in the others. The comments and instructions contained in the Guide to Use of EJCDC Design-Build Documents (EJCDC® D-001, 2016 Edition) are also carefully interrelated with the wording of these General Conditions.
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# STANDARD GENERAL CONDITIONS OF THE
# CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

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STANDARD GENERAL CONDITIONS OF THE
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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Contract Documents and printed with initial capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Addenda: Written or graphic instruments issued by Owner prior to the opening of Proposals which clarify, correct, or change the Request for Qualifications, Request for Proposals, or the proposed Contract Documents, including the Conceptual Documents.

2. Agreement: The written instrument, executed by Owner and Design-Builder, that sets forth the Contract Price and Contract Times, identifies the parties, and designates the specific items that are Contract Documents.

3. Application for Payment: The form which is to be used by Design-Builder during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. Authorized Representative: The individual designated by a party to represent it with respect to this Contract, as indicated in the Agreement.

5. Change Order: A document which is signed by Design-Builder and Owner and authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

6. Claim: A demand or assertion by Owner or Design-Builder seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A request or proposal for a Change Order is not a Claim.

7. Conceptual Documents: The documents prepared by or for the Owner to describe the Work to be performed, issued to Proposers during the design-builder selection process, and expressly identified in the Agreement.

8. Constituent of Concern: Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, chemical, element, compound, solution, mixture, material or other material matter of any nature whatsoever that is or becomes designated, classified, listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other Laws or Regulations regulating, relating to, or imposing liability...
or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, chemical, element, compound, solution, mixture, or other matter.

9. Construction: The part of the Work that consists generally of making physical improvements at the Site, and is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work (including any correction of defective Construction), and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents and Construction Drawings and Construction Specifications, as duly modified.

10. Construction Drawings: Documents prepared by or for Design-Builder, and approved by Owner for purposes of allowing Design-Builder to proceed with the Construction or specific portions of the Construction, and consisting of drawings, diagrams, illustrations, schedules, and other data that graphically show the scope, extent, and character of the Construction (or specific portions of the Construction) to be performed by or for Design-Builder. Construction Drawings are not Contract Documents.

11. Construction Specifications: Documents prepared by or for Design-Builder, and approved by Owner for purposes of allowing Design-Builder to proceed with the Construction or a specific portion of the Construction, and consisting of written requirements for materials, equipment, systems, standards, workmanship, and administrative procedures as applied to the Construction (or a specific portion of the Construction). Construction Specifications are not Contract Documents.

12. Construction Subcontract: A written agreement between Design-Builder and a Construction Subcontractor for provision of all or a portion of the Construction, and any delegated Design Professional Services.

13. Construction Subcontractor: An individual or entity (other than a Supplier) having a direct contract with Design-Builder or with any other Construction Subcontractor for the performance of a part of the Construction, and any delegated Design Professional Services.

14. Contract: The entire and integrated written agreement between Owner and Design-Builder concerning the Work.

15. Contract Documents: Those items so designated in the Agreement, and which together comprise the Contract.

16. Contract Price: The money that Owner has agreed to pay Design-Builder for completion of the Work in accordance with the Contract Documents.

17. Contract Times: The numbers of days or the dates stated in the Agreement to (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

18. Design-Builder: The individual or entity with which Owner has contracted for performance of the Work, as designated in the Agreement.

19. Design Professional Services: That part of the Work comprised of the furnishing of engineering, surveying, architecture, and other design services, and including but not limited to providing research, analysis, and conclusions regarding engineering and related matters; exercising professional judgment with respect to technical issues; the preparation of plans, reports, calculations, models, schematics, drawings, specifications, Design Submittals, the Construction Drawings, Construction Specifications, and other
instruments of service; other services included in the Contract Documents and required to be performed by or under the responsible charge of licensed design professionals; and the review of shop drawings, observation of construction, response to requests for information or interpretation, analysis of the technical aspects of Change Orders, and other engineering and related professional services provided by or for licensed design professionals during Construction.

20. **Design Agreement**: A written agreement between Design-Builder and a design firm or entity for provision of Design Professional Services.

21. **Design Submittal**: A Submittal that pursuant to Laws and Regulations or this Contract must be prepared by or under the supervision of a licensed engineer or other licensed design professional, including drawings, specifications, Construction Drawings, Construction Specifications, and revisions to such documents (but not including Record Documents).

22. **Effective Date of the Contract**: The date indicated in the Agreement on which the Contract becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. **Engineer**: The Project Design Professional identified as Engineer in the Agreement, and engaged by Design-Builder to provide engineering and related professional services under a Design Agreement.

24. **Hazardous Environmental Condition**: The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition. “Constituents of Concern” are asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, chemical, element, compound, solution, mixture, material, or other material matter of any nature whatsoever that is or becomes designated, classified, listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, chemical, element, compound, solution, mixture, or material, or other matter.

25. **Laws and Regulations; Laws or Regulations**: Any and all applicable laws, statutes, rules, regulations, ordinances, binding resolutions, codes, decrees, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.
26. **Liens:** Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. **Milestone:** A principal event in the performance of the Work that the Contract requires Design-Builder to achieve by an intermediate completion date or by a time prior to Substantial Completion of Construction.

28. **Notice of Award:** The written notice by Owner to a Proposer stating that Owner will enter into the design-build contract with the Proposer.

29. **Notice to Proceed:** A written notice by Owner to Design-Builder fixing the date on which the Contract Times will commence to run and on which Design-Builder shall start to perform the Work.

30. **Owner:** The individual or entity with which Design-Builder has contracted regarding the Work, and which has agreed to pay Design-Builder for the performance of the Work, pursuant to the terms of the Contract.

31. **Owner’s Consultant:** An individual or entity with which the Owner has contracted to furnish services (typically including planning, preparation of Conceptual Documents, and advisory services) to Owner with respect to the Project, and which is identified as such in the Agreement.

32. **Owner’s Site Representative:** A representative of Owner at the Site, as indicated in Paragraph 10.05.

33. **Project:** The total undertaking to be accomplished for Owner by engineers, consultants, Design-Builder, subcontractors, and others, including planning, study, design, construction, testing, start-up, and commissioning, and of which the Work to be performed under the Contract Documents is a part.

34. **Project Design Professionals:** The Engineer and any other independent entities or individuals, or employees of Design-Builder, engaged by Design-Builder or a Construction Subcontractor to provide Design Professional Services with respect to a portion of the Work.

35. **Proposal:** The documents submitted by Design-Builder in response to the Request for Proposals, setting forth technical concepts, proposed prices, and other conditions for the Work to be performed, and stating any proposed revisions, modifications, clarifications, exceptions, or supplements to the proposed Contract Documents.

36. **Proposal Amendment:** A Contract Document that is prepared after submittal of Design-Builder’s Proposal; identifies mutually agreed revisions, modifications, exceptions, supplements, and clarifications to the Proposal or proposed Contract Documents; and is executed by Owner and Design-Builder.

37. **Proposer:** An entity that submits a Statement of Qualifications or Proposal to Owner.

38. **Record Documents:** The record copy of all Construction Drawings, Construction Specifications, Addenda, Change Orders, Work Change Directives, and approved Submittals maintained by Design-Builder at the Site, including any annotations to such documents made by Design-Builder during Construction.
39. **Record Drawings and Record Specifications:** Documents depicting the completed Project, or a specific portion of the completed Project, based on or comprised of the Record Documents delivered to Owner by Design-Builder at the completion of the Construction.

40. **Request for Proposals:** The document prepared by or for Owner specifying and describing Owner’s objectives, the procedures to be followed in preparing and submitting a Proposal, and the process for evaluating Proposals and awarding a contract.

41. **Request for Qualifications:** The document prepared by or for Owner requesting that Proposers submit a Statement of Qualifications with respect to their candidacy for selection as Design-Builder.

42. **Schedule of Values:** A schedule, prepared and maintained by Design-Builder, allocating portions of the Contract Price to various portions of the Work, and used as the basis for reviewing Design-Builder’s Applications for Payment.

43. **Site:** Lands or areas indicated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of Design-Builder.

44. **Statement of Qualifications:** The document submitted by a Proposer in response to the Request for Qualifications, including any completed forms, attachments, and exhibits.

45. **Submittal:** A written or graphic document, prepared by or for Design-Builder, which the Contract Documents require the Design-Builder to submit to the Owner. Submittals may include reports, preliminary drawings and specifications, cost estimates, proposed Construction Drawings and Construction Specifications, progress schedules, cash flow projections, Schedules of Values, shop drawings, product data, samples, delegated designs, certifications, proposed modifications to the Construction Drawings and Construction Specifications, results of tests and evaluations, results of source quality control testing and inspections, results of field or Site quality control testing and evaluations, sustainable design information, information on special procedures, operations and maintenance data, sustainable design closeout information, record documents, records of spare parts and extra stock materials, and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Owner or not, are not Contract Documents. Claims, notices, Change Orders, Applications for Payment, and requests for information/interpretation are not Submittals.

46. **Substantial Completion:** The time at which the Construction (or a specified part thereof) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Construction (or the specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Construction refer to Substantial Completion thereof.

47. **Supplementary Conditions:** The part of the Contract Documents which amends or supplements these General Conditions.

48. **Supplier:** A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Design-Builder or with any Construction Subcontractor to furnish materials or equipment to be incorporated in the Work by Design-Builder or a Construction Subcontractor, and any lessor of rental equipment used by Design-Builder or a Construction Subcontractor during Construction at the Site.
49. **Technical Data:** Data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding (a) subsurface conditions at the Site, (b) physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), or (c) environmental conditions at the Site, that are set forth in any geotechnical or environmental report prepared for the Project and relied upon by Design-Builder in agreeing to a price (either stipulated, or a Guaranteed Maximum Price) that includes Construction.

50. **Underground Facilities:** All underground lines, pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems, including but not limited to those that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, fire or police signal systems, or traffic or other control systems; and any encasements containing such facilities or systems.

51. **Underground Facilities Data:** Information and data shown or indicated in the Contract Documents or otherwise provided to Design-Builder by Owner with respect to existing Underground Facilities at or adjacent to the Site.

52. **Unit Price Work:** Work to be paid for on the basis of unit prices.

53. **Work:** The entire design and construction or the various separately identifiable parts thereof required to be performed or furnished by Design-Builder under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents and all labor, services, and documentation necessary to produce such Design Professional Services and Construction; furnishing, installing, and incorporating all materials and equipment into such Construction; and related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

54. **Work Change Directive:** A written directive to Design-Builder, issued on or after the Effective Date of the Contract, signed by Owner, ordering an addition, deletion or revision in the Work.

### 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B are not defined terms that require initial capital letters, but when used in the Contract Documents have the indicated meanings.

B. **Intent of Certain Terms or Adjectives:**

1. The word “day” shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

2. The word “defective,” when modifying the word “Construction” refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner’s final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.
3. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

4. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment complete and ready for intended use.

5. The words “perform” or “provide” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

6. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design-Builder, “provide” is implied.

7. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. Bonds: When Design-Builder delivers the executed Agreements to Owner, no later than thirty days (30) days after Owner has paid Design-Builder the deposit referenced in Design-Builder’s Proposal (incorporated by reference in Section 7.01.A.9 of the Agreement), and before starting any Work, Design-Builder shall also deliver to Owner such Bonds as Design-Builder may be required to furnish in accordance with Paragraph 6.01.A.

B. Evidence of Insurance: No later than thirty (30) days after Owner has paid Design-Builder the deposit referenced in Design-Builder’s Proposal (incorporated by reference in Section 7.01.A.9 of the Agreement), and before any Work is started, Design-Builder and Owner shall each deliver to the other those certificates of insurance that Design-Builder and Owner respectively are required to purchase and maintain in accordance with Article 6.

2.02 Copies of Documents

A. Owner shall furnish to Design-Builder four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract. Owner shall make such original printed record version of the Contract available to Design-Builder for review.

2.03 Conceptual Documents

A. Design-Builder’s Review of Conceptual Documents:

1. Design-Builder acknowledges that the Conceptual Documents furnished by Owner are preliminary and incomplete, and subject to stated limitations and reservations.
2. Design-Builder shall carefully review, analyze, and verify the contents and suitability of the Conceptual Documents before proceeding with the Work (including but not limited to the Design Professional Services).

3. Design-Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy that Design-Builder may discover in the Conceptual Documents, whether during such review or at any later point.

4. Upon receipt of a report from Design-Builder that there is a conflict, error, ambiguity, or discrepancy in the Conceptual Documents, Owner shall either provide a written interpretation, clarification, or correction to Design-Builder, or authorize Design-Builder to correct or resolve the issue under a Change Order providing an equitable adjustment in Contract Times or Contract Price, or both.

5. Design-Builder shall not proceed with any Work affected by a reported conflict, error, ambiguity, or discrepancy in the Conceptual Documents until the issue is resolved.

B. Owner shall not be responsible for any deficiency in the Conceptual Documents that Design-Builder does not discover or report to Owner.

C. Subject to the foregoing review and reporting obligations, Design-Builder may use the Conceptual Documents as a partial basis for performing or furnishing Design Professional Services, including the preparation of Design Submittals such as the Construction Drawings and Construction Specifications, but despite any such use of the Conceptual Documents the Design-Builder nonetheless shall be responsible to Owner for the quality and soundness of the Design Professional Services.

2.04 Before Starting the Work

A. Preliminary Schedules: Within 10 days after commencement of the Contract Times (unless otherwise specified in the Contract Documents), Design-Builder shall submit the following to Owner for Owner’s timely review:

1. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. A preliminary schedule of Submittals (including Design Submittals) which will list each required Submittal and the times for submitting, reviewing, and processing each Submittal;

3. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and

4. A preliminary cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

Such schedules shall be consistent with the documents provided to the Owner as part of the Design-Builder’s proposal.
2.05 Authorized Representatives

A. The Authorized Representative for each party has been designated in the Agreement. A party may change its Authorized Representative at any time by giving notice to the other party of the name, mailing and delivery addresses, e-mail address, and telephone numbers of the new Authorized Representative.

2.06 Initial Conference

A. Within 20 days after the Contract Times start to run, Design-Builder will arrange a conference attended by Owner and Design-Builder and others as appropriate to establish a working understanding among the parties as to the Work and to discuss the design concepts, schedules referred to in Paragraph 2.04.A, procedures for handling Submittals, processing Applications for Payment, maintaining required records, and other matters.

2.07 Review of Schedules

A. Not less than 10 days before submission of the first Application for Payment (unless otherwise provided in the Contract Documents), Design-Builder will arrange a conference attended by Design-Builder, Owner, and others as appropriate to review and discuss the schedules submitted in accordance with Paragraph 2.04.A. Design-Builder shall have an additional 10 days after the conference to make corrections and adjustments and to complete and resubmit the schedules for Owner’s acceptance. No progress payment shall be made to Design-Builder until Design-Builder submits schedules that comply with the following requirements:

1. Design-Builder’s progress schedule shall provide an orderly progression of the Work to completion within any specified Milestones and the Contract Times.

2. Design-Builder’s schedule of Submittals shall provide a workable arrangement for submitting, reviewing, and processing Submittals in accordance with Article 8.

3. Design-Builder’s Schedule of Values shall provide a reasonable allocation of the Contract Price to component parts of the Work.

All such schedules shall be consistent with the documents provided to the Owner as part of the Design-Builder’s proposal.

2.08 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner and Design-Builder may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner and Design-Builder shall jointly develop such protocols.

C. Unless expressly stated otherwise elsewhere in this Contract, Design-Builder shall not be obligated to furnish documents (including but not limited to Construction Drawings, Construction Specifications, or Record Drawings and Record Specifications) to Owner in any executable, native-file format.

D. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient’s use of software application packages, operating systems, or computer
hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Contract Documents
A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
B. It is the intent of the Contract Documents to require the design and construction of a functionally complete project (or part thereof).
C. Design-Builder shall prepare or furnish Construction Drawings and Construction Specifications that are in accord with the Contract Documents and that describe a functionally complete Project (or part thereof) to be constructed in accordance with such Construction Drawings and Construction Specifications, as duly modified.
D. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
E. Design-Builder will furnish or perform all labor, documentation, services (including professional services), materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called, for at no additional cost to Owner.

3.02 Reference Standards
A. Standards, Specifications, Codes, Laws or Regulations:
   1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect on the Effective Date except as may be otherwise specifically stated in the Contract Documents.
   2. No provision of any such standard, specification, manual, or code, or instruction of a Supplier, shall be effective to change the duties and responsibilities of Owner, Design-Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner or its officers, directors, members, partners, employees, agents, consultants, or subcontractors any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Resolving Discrepancies
A. If there is a discrepancy between (1) the Conceptual Documents or other Contract Documents issued with the Request for Qualifications or Request for Proposals and (2) the Proposal, the Proposal will control.
B. If there is a discrepancy between (1) the Conceptual Documents, other Contract Documents issued with the Request for Qualifications or Request for Proposals, or the Proposal and (2) the Proposal Amendment, the Proposal Amendment will control.
C. If there is a discrepancy between (1) the Contract Documents and (2) the Construction Drawings and Construction Specifications, the Contract Documents will control unless Design-Builder gave notice of the discrepancy in a Submittal, and Owner approved the Submittal, pursuant to the provisions of Article 8.

3.04 Ownership and Reuse of Documents

A. All documents prepared for or furnished to Owner by Design-Builder pursuant to this Contract (including but not limited to Design Submittals) are instruments of service. With respect to such documents:

1. Design-Builder shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in the documents.

2. During the course of the Project, Design-Builder will provide copies of Design Submittals to Owner for purposes of review and comment. Owner may retain copies of such documents for its records.

3. Owner may use its copy of the Record Drawings and Record Specifications for Owner’s purposes in operating and maintaining the constructed facilities.

4. Upon Owner’s termination of this Contract for cause pursuant to Paragraph 15.02, Owner shall receive a limited, non-exclusive license to use any completed Design Submittals in continuing the Project, subject to the limitations in this Paragraph 3.04.

5. The documents prepared or furnished by Design-Builder under this Contract, regardless of ownership, transfer, license, completion status, or termination of the Contract, are for Design-Builder’s use, and are not intended or represented to be suitable for use on the Project by Owner or any party other than Design-Builder, or for reuse by Owner or others on extensions of the Project or on any other project, except as otherwise stated in this Contract. Any use or reuse by Owner or others on Owner’s behalf will be at Owner’s sole risk, and without liability or legal exposure to Design-Builder, the Project Design Professionals, or their subconsultants, and Owner shall indemnify and hold harmless Design-Builder, the Project Design Professionals, and their subconsultants from all claims, damages, losses and expenses, including attorneys’ fees, arising out of or resulting from any such use or reuse.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times

A. The Contract Times will commence to run on the Effective Date of the Contract.

4.02 Starting the Work

A. Design-Builder shall start to perform the Work as of the Effective Date of the Contract. No Construction shall be done at the Site prior to the Effective Date of the Contract.

4.03 Progress Schedule

A. Owner may rely on the progress schedule established in accordance with Paragraph 2.04, as duly adjusted, in planning and conducting ongoing operations and other work at the Site.

B. Design-Builder shall adhere to the progress schedule established in accordance with Paragraph 2.04 as it may be adjusted from time to time, as provided below:
1. Design-Builder shall submit to Owner proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Owner shall accept such adjustments provided that Owner, in planning and conducting ongoing operations and other work at the Site, has not reasonably relied on the schedule element that is proposed to be adjusted. If Owner has so relied, then Owner and Design-Builder shall promptly meet and seek a resolution that addresses the objectives of both parties, or adjust the Contract Price.

2. Design-Builder shall submit proposed adjustments in the progress schedule that will change the Contract Times (including Milestones) in accordance with the requirements of Paragraph 11.06. Such adjustments may only be made by a Change Order.

C. Continuing the Work: Design-Builder shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Design-Builder and Owner may otherwise agree in writing.

4.04 Delays in Design-Builder’s Progress

A. If Owner or anyone for whom Owner is responsible delays, disrupts, or interferes with the performance or progress of the Work, then Design-Builder shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Design-Builder’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder’s ability to complete the Work within the Contract Times.

B. Design-Builder shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference within the control of Design-Builder. Delay, disruption, and interference attributable to and within the control of a Project Design Professional, Construction Subcontractor, or Supplier shall be deemed to be delays within the control of Design-Builder.

C. If Design-Builder’s performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Design-Builder, and those for which they are responsible, then Design-Builder shall be entitled to an equitable adjustment in Contract Times. Design-Builder’s entitlement to such an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder’s ability to complete the Work within the Contract Times. Such an adjustment shall be Design-Builder’s sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to only the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 9); and

4. Acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility
that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 9.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Design-Builder shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Design-Builder.

G. If Design-Builder seeks an adjustment in Contract Price or Contract Times under this paragraph, Design-Builder shall submit a request for a Change Order to Owner within 30 days of the commencement of the delaying, disrupting, or interfering event.

H. Where Design-Builder is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of both Owner and Design-Builder, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be Design-Builder’s sole and exclusive remedy for such delay. In no event shall Owner be liable to Design-Builder, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. Delays caused by or within the control of Design-Builder (or Subcontractor or Supplier);
2. Delays beyond the control of both Owner and Design-Builder, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work;
3. Nor shall Owner be liable to Design-Builder for any claims, costs, losses or damages sustained by Design-Builder on or in connection with any other project or anticipated project.

Nothing in this paragraph bars a change in Contract Price to compensate Design-Builder due to delay, interference, or disruption directly attributable to actions or inactions of Owner or anyone for whom Owner is responsible. Except for an adjustment to the Contract Times and Contract Price, the Design-Builder shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Design-Builder as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay is avoidable or unavoidable.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Design-Builder of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Design-Builder will have to comply in performing the Work.
B. Upon reasonable written request, Owner shall furnish Design-Builder with a current statement of record legal title and legal description of the lands upon which the Construction is to be performed and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws or Regulations.

C. Design-Builder shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

1. Design-Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design-Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of Work, Design-Builder shall promptly settle with such other party by negotiation, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law.

3. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify, defend, and hold harmless Indemnitees (defined in Paragraph 7.19) owner, Owner’s consultants, and anyone directly or indirectly employed by any of them from and against all liabilities, suits, liens, demands, claims, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution fees and costs), whether monetary or otherwise, arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Design-Builder’s negligent, reckless or intentionally wrongful performance of the Construction, or because of other negligent, reckless, or intentionally wrongful actions or conduct of the Design-Builder or those for which Design-Builder is responsible, including without limitation, Design-Builder’s successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

B. Removal of Debris: During the performance of the Construction, Design-Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.

C. Cleaning: Prior to Substantial Completion, Design-Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design-Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
D. **Loading Structures:** Design-Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

E. **Reports and Drawings:** The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports, design criteria, drawings, and specifications.

F. **No Reliance by Design-Builder on Technical Data Authorized:** Design-Builder may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for the Owner’s benefit by third parties and accordingly, the Owner cannot guarantee the quantity, quality, completeness, or accuracy of that information. Design-Builder may not rely upon or make any claim against Owner, or any of its officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. The completeness of such reports and drawings for Design-Builder’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder, and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. Any Design-Builder interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

Design-Builder expressly acknowledges that soil conditions may vary widely across the Site, and Design-Builder takes responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil conditions, etc. that may make it more difficult to install the repairs or otherwise conduct the Work. Furthermore, no additional costs will be charged by Design-Builder for matters associated with unsuitable and/or varying soils.

Design-Builder warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Design-Builder further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen and unforeseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other Design-Build Documents and Design-Build Requirements furnished to Design-Builder for its information.
5.03 **Reference Points**

A. Design-Builder shall be responsible for laying out the Work and shall protect and preserve reference points and property monuments established by Owner, and shall make no changes or relocations of such reference points or monuments without the prior written approval of Owner. Design-Builder shall report to Owner whenever any reference point or property monument is lost or destroyed, or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

5.04 **Differing Site Conditions**

A. Design-Builder shall promptly, and before the conditions are disturbed, give a written notice to Owner of (i) subsurface or latent physical conditions at the Site (whether discovered during investigation of the Site or during Construction) which differ materially from those indicated in the Contract Documents, or in any Technical Data, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract Documents.

B. Owner will investigate the Site conditions promptly after receiving the notice. Design-Builder shall supplement the notice by promptly submitting to Owner any additional information regarding schedule and cost impacts, and a specific request for a Change Order. Owner shall then make a determination regarding the site condition and the impact, if any, on Contract Price and Contract Times. If the conditions do materially so differ and cause an increase or decrease in the Design-Builder’s cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 11.

C. No request by Design-Builder for an equitable adjustment under this Paragraph 5.04 shall be allowed unless Design-Builder has given the written notice required.

D. The provisions of this Paragraph 5.04 are not intended to apply to a Hazardous Environmental Condition or Underground Facility uncovered or revealed at the Site.

5.05 **Underground Facilities**

A. **Procedure for Identifying Underground Facilities:** Promptly after the Effective Date of the Contract, Design-Builder shall review the Underground Facilities Data furnished by Owner and use ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” as a basis for establishing a procedure (“Underground Facilities Procedure”) for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site (if any). Owner does not warrant or guarantee the accuracy or completeness of any such information or data provided by others. Design-Builder shall establish and use the Underground Facilities Procedure to aid in the provision of Design Professional Services and the performance of Construction, and to reduce and manage risks associated with Underground Facilities. Such Underground Facilities Procedure shall take into account the Site and the nature of the Project.

1. The Underground Facilities Procedure shall include a plan to keep Underground Facilities information current as Design-Builder proceeds with the provision of Design Professional Services.
Services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.

2. To manage the potential impact of design changes on Underground Facilities, Design-Build shall modify or reapply the Underground Facilities Procedure as the design progresses and changes.

B. Design-Build’s Responsibilities: Unless otherwise expressly provided in the Contract, Design-Build shall have full responsibility for the following; and, subject to the provisions of Paragraphs 5.05.C, D, and E, the cost of all of the following will be included in the Contract Price:

1. Establishing and executing the Underground Facilities Procedure referred to in Paragraph 5.05.A, including updating, modification, and reapplication duties;
2. Coordinating the Work with the owners (including Owner) of such Underground Facilities, during the provision of Design Professional Services and Construction;
3. Verifying the actual location of specific Underground Facilities through exposure, as needed for the Design Professional Services;
4. Complying with applicable state and local utility damage prevention Laws and Regulations during Construction; and
5. The safety and protection of all existing Underground Facilities at the Site, and repairing any damage to such Underground Facilities resulting from the Construction, subject to the provisions of Paragraph 5.05.D.

C. Results of Design-Build’s Execution of Underground Facilities Procedure: If, during the execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, the Design-Build identifies an Underground Facility that was not shown or indicated in the Underground Facilities Data, or was not shown or indicated with reasonable accuracy, causing an increase or decrease in the Design-Build’s cost of, or the time required for, providing Design Professional Services or performing the Construction, then Design-Build shall submit to Owner a request for a Change Order seeking an equitable adjustment to the Contract Price or Times under this clause. Such request shall be made within 30 days of the identification of the Underground Facility in question.

D. Underground Facility Found During Construction: If Design-Build believes that an Underground Facility that is uncovered, exposed, or revealed at the Site during Construction was not shown or indicated in the Underground Facilities Data, or was not shown or indicated with reasonable accuracy, and also that such Underground Facility was not identified or mapped with reasonable accuracy despite Design-Build’s adequate establishment and execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, then Design-Build shall promptly give written notice to Owner, and supplement the notice by submitting to Owner a request for a Change Order seeking an equitable adjustment to the Contract Price or Times under this clause. Such request shall be made within 30 days of the uncovering or revealing of the Underground Facility in question.

1. Owner’s Review: Owner will investigate the Underground Facility found during Construction promptly after receiving the notice. If Owner concurs with Design-Build that the Underground Facility that is uncovered, exposed, or revealed at the Site was not shown or indicated in the Underground Facilities Data, or was not shown or indicated
with reasonable accuracy, and further was not identified or mapped with reasonable accuracy despite Design-Builder’s adequate establishment and execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, causing an increase or decrease in the Design-Builder’s cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the actual location, then an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 11. If Owner does not concur with Design-Builder, then Owner shall so indicate in writing, with a specific explanation of the reason for non-concurrence.

2. No request by Design-Builder for an equitable adjustment under Paragraph 5.05.D shall be allowed unless Design-Builder has given the written notice required.

E. Inadequate Establishment or Execution of Underground Facilities Procedure: If Design-Builder does not establish an Underground Facilities Procedure that is (1) adequate for the Site and the nature of the Project and (2) consistent with the guidelines set forth in ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” or Design-Builder does not adequately execute a duly established Underground Facilities Procedure, then Design-Builder shall bear all costs associated with the presence of an Underground Facility that was not identified or located with reasonable accuracy, including but not limited to delay, redesign, relocation, and increased Construction costs, if such Underground Facility would have been identified and located with reasonable accuracy by an adequate and properly executed Underground Facilities Procedure that was consistent with ASCE 38.

5.06 Hazardous Environmental Conditions at Site

A. No Reliance by Design-Builder on Technical Data Authorized: Design-Builder may not rely on the accuracy of the Technical Data with respect to environmental conditions at the Site. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for the Owner’s benefit by third parties and accordingly, the Owner cannot guarantee the quantity, quality, completeness or accuracy of that information.

B. Design-Builder shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

C. Design-Builder shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Design-Builder, Project Design Professionals, Construction Subcontractors, Suppliers, or anyone else for whom Design-Builder is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern. Neither Design-Builder nor any of its successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, shall store, place, generate, manufacture, refine, handle, or locate on the Site a Constituent of Concern.

D. If Design-Builder encounters, uncoveres, or reveals a Hazardous Environmental Condition (whether during Site investigation or during Construction) whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Design-Builder or anyone for whom Design-Builder is responsible creates a Hazardous Environmental Condition, then Design-Builder shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area
affected thereby (except in an emergency as required by Paragraph 7.16); and (3) notify Owner (and promptly thereafter confirm such notice in writing). Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take corrective action, if any, and take such actions as are necessary to permit Owner to timely obtain required permits and provide Design-Builder the written notice required by Paragraph 5.06.E. If Design-Builder or anyone for whom Design-Builder is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

E. Design-Builder shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Design-Builder either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

F. If after receipt of such written notice Design-Builder does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then the portion of the Work that is in the area affected by such condition shall be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 9.

G. To the fullest extent permitted by Laws and Regulations, and without waiving any protections or immunities provided to Owner under Florida law, Owner shall indemnify and hold harmless Design-Builder, Project Design Professionals, Construction Subcontractors, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Contract Documents or the Technical Data, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Design-Builder or by anyone for whom Design-Builder is responsible. Nothing in this Paragraph 5.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence. Moreover, none of the indemnifications in this Paragraph 5.06.G shall extend to, or be deemed extended to, entities or individuals not specifically identified herein or to third parties.

H. To the fullest extent permitted by Laws and Regulations, Design-Builder shall indemnify, defend, and hold harmless Indemnitees (defined in Paragraph 7.19) Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs), whether monetary or otherwise, arising out of or relating to the Design-Builder’s negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Design-Builder or by anyone for whom Design-Builder is responsible, including without limitation, the Design-Builder’s successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers,
invitees, and representatives, or to a Hazardous Environmental Condition created by Design-Builder or by anyone for whom Design-Builder is responsible. Nothing in this Paragraph 5.06.H shall obligate Design-Builder to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Design-Builder shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Design-Builder’s obligations under the Contract. These bonds shall remain in effect until two years (for the performance bond) and one year (for the payment bond) after the date when final payment becomes due, or until completion of the correction period specified in Paragraph 14.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other specific provisions of the Contract. Design-Builder shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract. For purposes of this paragraph, the term “furnish” shall mean the provision of certified copies of the recorded bonds to Owner consistent with Section 255.05, Florida Statutes.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment and performance bonds shall each contain the following language: “This Bond is hereby amended so that the notice and time limitation provisions of Section 255.05, Florida Statutes, are incorporated by reference herein.”

C. Design-Builder shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Design-Builder is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Design-Builder shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Design-Builder has failed to obtain a required bond, Owner may exclude the Design-Builder from the Site and exercise Owner’s termination rights under Article 15.

F. Upon request to either Owner or Design-Builder from any Construction Subcontractor, Project Design Professional, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, the recipient of the request shall provide a copy of the payment bond to such person or entity.
6.02 Insurance—General Provisions

A. Owner and Design-Builder shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Design-Builder shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. All insurance required by the Contract to be purchased and maintained by Design-Builder shall be primary and without contribution by insurance maintained by Owner.

D. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly permitted in the Supplementary Conditions.

E. Design-Builder shall require (a) its Construction Subcontractors and Engineer (and any other Project Design Professional that is an independent individual or entity) to purchase and maintain commercial general liability, automobile liability, workers’ compensation, employer’s liability, professional liability (as applicable), and umbrella or excess liability insurance, and (b) its Construction Subcontractors to purchase and maintain contractor’s pollution liability insurance and marine contractor’s insurance. All such required insurance shall meet the same requirements for the applicable category of insurance established in this Contract for Design-Builder, unless otherwise indicated in the Supplementary Conditions. Such Construction Subcontractors and Engineer (and any other Project Design Professional that is an independent individual or entity) shall also include, as additional insureds, the Additional Insureds identified in the Supplementary Conditions.

F. Design-Builder shall deliver to Owner, with copies to each additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Design-Builder has obtained and is maintaining the policies, coverages, and endorsements required by the Contract, including the required additional insured endorsements, prior to commencing the Work and entering any lands upon which the Work shall be performed. Upon request by Owner or any other insured, Design-Builder shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if permitted) and deductibles, and evidence of insurance required to be purchased and maintained by Design-Builder’s Construction Subcontractors, Engineer, and any other Project Design Professional that is an independent individual or entity. Design-Builder may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

G. Owner shall deliver to Design-Builder, with copies to each additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Design-Builder or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of
applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

H. Failure of Owner or Design-Builder to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Design-Builder to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.

I. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Design-Builder has failed to obtain and maintain required insurance, Owner may exclude the Design-Builder from the Site, impose an appropriate set-off against payment, and exercise Owner’s termination rights under Article 15.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party’s interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Design-Builder or Design-Builder’s interests.

M. The insurance and insurance limits required herein shall not be deemed as a limitation on Design-Builder’s liability under the indemnities granted to Owner and other individuals and entities in the Contract.

N. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification, or any other rights or claims.

6.03 Design-Builder’s Insurance

A. Workers’ Compensation and Employer’s Liability: Design-Builder shall purchase and maintain workers’ compensation and employer’s liability insurance for:

1. Claims under workers’ compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers’ Compensation Act and Jones Act coverage (if applicable).

3. Claims for damages because of bodily injury, including without limitation, bodily injury by accident (each accident), bodily injury by disease (policy limit), or bodily injury by disease (each employee); occupational sickness or disease or death of Design-Builder’s employees (by stop-gap endorsement in monopolist worker’s compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. Commercial (Marine) General Liability—Claims Covered: Design-Builder shall purchase and maintain a minimum of $2 million commercial (marine) general liability insurance, covering all operations by or on behalf of Design-Builder, including without limitation, premises-
operations coverage (including explosion, collapse, and underground coverage) and products-completed operations coverage, on an occurrence basis, against:

1. Any and all Claims for damages because of property damage, bodily injury, sickness or disease, or death of any person other than Design-Builder’s employees.

2. Any and all Claims for damages insured by reasonably available personal injury liability coverage.

3. Any and all Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. Commercial (Marine) General Liability—Form and Content: Design-Builder’s commercial liability policy shall have limits of not less than $2 million per occurrence, $2 million general aggregate limits and $2 million products-completed operations aggregate limits, or limits carried, whichever are greater, which limits may be satisfied by a combination of primary general liability and excess liability policies. Said insurance shall be issued by a solvent, reputable insurance company having an A.M. Best’s rating of A-VII or better and authorized to do business in the State of Florida, and written on a 1996 (or later) ISO commercial general liability form (occurrence form). The Additional Insureds identified in the Supplementary Conditions shall also be listed as insureds. The Additional Insureds, as provided for in the Supplementary Conditions, shall be listed on ISO Form 20 10 11 85 or, in lieu thereof, on both ISO Form 20 10 10 01 and 20 37 10 01, or equivalents, and include the The policy should include the following coverages and endorsements:

1. Products and completed operations coverage:
   a. Such insurance shall be maintained for three years after final payment.
   b. Design-Builder shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Design-Builder’s contractual indemnity obligations in Paragraph 7.19.

3. Broad form property damage coverage.

4. Severability of interests and no insured-versus-insured or cross-liability exclusions.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 11 85; or 20 10 10 01 and CG 20 37 10 01 (together) in lieu thereof, or equivalents. If Design-Builder demonstrates to Owner that the specified ISO endorsements are not commercially available, then Design-Builder may satisfy this requirement by providing equivalent endorsements.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
D. Commercial (Marine) General Liability—Excluded Content: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, shall not include any of the following:

1. Any modification of the standard definition of “insured contract.”
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs.
4. Any exclusion of coverage relating to earth movement.
5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability.
6. Any limitation or exclusion based on the nature of Design-Builder’s work.
7. Any professional liability exclusion broader in effect than ISO form CG 22 79 07 98.

E. Automobile liability: Design-Builder shall purchase and maintain automobile liability insurance, including without limitation, liability arising out of all owned, non-owned, leased, and hired automobiles, trucks and trailers, or semi-trailers, including, without limitation any machinery or apparatus attached thereto, with limits not less than those limits set forth in the Supplementary Conditions. The automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 or equivalent, and shall include, without limitation, contractual liability coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

F. Umbrella or excess liability: Design-Builder shall purchase and maintain, written on an occurrence policy form, a minimum of $5 million umbrella and/or excess liability insurance, with limits of liability not less than those limits set forth in the Supplementary Conditions on a per occurrence/annual aggregate in excess of the limits of the written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall be procured on a “follow the form” basis as to each and every one of the underlying policies. Design-Builder may meet the combined limits of insurance (underlying policy plus applicable umbrella or excess) specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy that follows the form of the underlying policy, as specified herein.

G. Contractor’s pollution liability insurance: Design-Builder shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Design-Builder’s operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

H. Additional insureds: The Design-Builder’s commercial (marine) general liability, and automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and any individuals or entities identified as required additional insureds in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, staff, supervisors, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-
contributory basis. Design-Builder shall obtain all necessary endorsements to support these requirements.

I. Professional liability insurance:

1. Design-Builder shall be responsible for purchasing and maintaining professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which Design-Builder is legally liable.

2. If in the performance of this Contract any Design Professional Services, or other professional engineering or similar services, are to be performed by an independent design professional, under direct contract to Design-Builder or at any lower contractual tier, then Design-Builder shall be responsible for assuring that such independent design professional purchases and maintains professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the independent design professional is legally liable.

3. If a Construction Subcontractor at any tier will provide or furnish design, engineering, or other similar professional services under this Contract, as the result of a delegation of professional design responsibilities or otherwise, then Design-Builder shall assure that such Construction Subcontractor purchases and maintains applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable.

4. Any professional liability insurance required under this Contract shall be maintained throughout the duration of the Contract and for a minimum of three years after Substantial Completion. For each claims-made professional liability policy furnished and maintained to satisfy the requirements of this Paragraph 6.03.I, the retroactive date on the policy shall pre-date the commencement of furnishing services on the Project.

J. General provisions: The policies of insurance required by this Paragraph 6.03 shall:

1. Include at least the specific coverages provided in this Article.

2. Be written for not less than the limits of coverage provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days’ prior written notice has been given to Design-Builder. Within 3 days of receipt of any such written notice, Design-Builder shall provide a copy of the notice to Owner and each other insured under the policy.

4. Remain in effect at least until final payment and Design-Builder’s departure from the Site (and longer if expressly required elsewhere in this Contract), and at all times thereafter when Design-Builder may be correcting, removing, or replacing defective Construction as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. Provide applicable protection from claims that may arise out of or result from the performance of the Work, whether such performance is by Design-Builder, a Project

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Design Professional, any Construction Subcontractor or Supplier, or anyone directly or indirectly retained by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

6.04 Owner’s Liability Insurance

A. In addition to the liability insurance required to be provided by Design-Builder, the Owner, at Owner’s option and expense, may purchase and maintain Owner’s own liability insurance to protect Owner against claims which may arise with respect to the Project.

B. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Design-Builder, and Design-Builder cannot rely upon Owner’s liability policies for any of Design-Builder’s obligations to the Owner or third parties.

6.05 Property Insurance

A. Builder’s Risk: Unless otherwise provided in the Supplementary Conditions, Design-Builder shall purchase and maintain builder’s risk insurance upon the Construction on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. Include the Owner, District Engineer, District Counsel, Park Square Enterprises, LLC and Design-Builder as named insureds, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, and all Construction Subcontractors, employees, and any individuals or entities required by the Supplementary Conditions to be insured under such builder’s risk policy, as insureds.

2. Be written on a builder’s risk “all risk” policy form that shall at least include insurance for physical loss or damage to the Construction, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Design-Builder.

3. Cover, as insured property, at least the following: (a) the Construction (including but not limited to all buildings, structures, foundations, excavations, underground property, pilings, underground pipes, flues, drains, wiring, cables, and the like) and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into the Construction, including Owner-furnished or
assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent Construction but which are intended to provide working access to the Site, or to the Construction, or which are intended to provide temporary support for the Construction, including scaffolding, form work, fences, shoring, lighting, cribbing, falsework, and temporary structures.

4. Cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. Extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. Extend to cover damage or loss to insured property while in transit.

7. Allow for partial occupation or use of the Construction by Owner, such that those portions of the Construction that are not yet occupied or used by Owner shall remain covered by the builder’s risk insurance.

8. Provide for the waiver of claims and waiver of the insurer’s subrogation rights, as set forth in Paragraph 6.06.

9. Provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. Not include a co-insurance clause.

11. Include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. Include performance/hot testing and start-up.

13. Be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Construction by Owner, until the Construction is complete.

B. Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days’ prior written notice has been given to the purchasing policyholder. Within 3 days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. Deductibles: The purchaser of any required builder’s risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Construction prior to Substantial Completion of all the Work as provided in Paragraph 14.04, then Owner (directly, if it is the purchaser of the builder’s risk policy, or through Design-Builder) will provide notice of such occupancy or use to the builder’s risk insurer. The builder’s risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Construction that are occupied or used by Owner
may come off the builder’s risk policy, while those portions of the Construction not yet occupied or used by Owner shall remain covered by the builder’s risk insurance.

E. Additional Insurance: If Design-Builder elects to obtain other special insurance to be included in or supplement the builder’s risk or property insurance policies provided under this Paragraph 6.05, it may do so at Design-Builder’s expense.

F. Insurance of Other Property: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Design-Builder, a Construction Subcontractor, or an employee of Design-Builder or a Construction Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

G. Loss of Use and Delay in Start-up: Unless otherwise expressly stated elsewhere in this Contract, the Owner is responsible, at its option, for purchase and maintenance of insurance to protect Owner against the loss of use or delays in start-up caused by property damage.

6.06 Waiver of Rights

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder’s risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against any Project Design Professional or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Design-Builder waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Construction; and, in addition, waive all such rights against the Project Design Professionals, their consultants, all Construction Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Design-Builder as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Design-Builder, the Project Design Professionals, and the Construction Subcontractors, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner’s property or the Construction caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. Loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 14.04, after Substantial Completion pursuant to Paragraph 14.03, or after final payment pursuant to Paragraph 14.06.
C. Any insurance policy maintained by Owner covering any loss, damage, or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that the insured is allowed to waive the insurer’s rights of subrogation against Design-Build, Project Design Professionals, Construction Subcontractors, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, in a written contract executed prior to the loss, damage, or consequential loss.

D. Design-Build shall be responsible for assuring that each Construction Subcontract contains provisions whereby the Construction Subcontractor waives all rights against Owner, Design-Build, all individuals or entities identified in the Supplementary Conditions as insureds, the Project Design Professionals, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder’s risk insurance and any other property insurance applicable to the Project.

6.07 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder’s risk and other policies of property insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder’s risk and other policies of insurance required by Paragraph 6.05 shall maintain such funds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Construction shall be repaired or replaced, the money so received applied on account thereof, and the Construction and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – DESIGN-BUILDER’S RESPONSIBILITIES

7.01 Design Professional Services

A. Design-Build shall provide the Design Professional Services needed to successfully perform and complete the Work required under this Contract.

B. Standard of Care: The standard of care for all Design Professional Services performed or furnished by Design-Build under this Contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

7.02 Construction

A. Design-Build shall perform and furnish the Construction pursuant to the Contract Documents, the Construction Drawings, and the Construction Specifications, as duly modified.
B. Design-Builder shall keep Owner advised as to the progress of the Construction.

7.03 Supervision and Superintendence of Construction

A. Design-Builder shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design-Builder shall be solely responsible for the means, methods, techniques, sequences, and procedures of Construction.

B. At all times during the progress of Construction, the Design-Builder shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

7.04 Labor; Working Hours

A. Design-Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design-Builder shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, and in the absence of any Laws or Regulations to the contrary, Design-Builder may perform the Construction on legal holidays, during any or all hours of the day, and on any or all days of the week, at Design-Builder’s sole discretion.

7.05 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Design-Builder shall furnish or cause to be furnished and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified by Owner or in the Construction Drawings or Construction Specifications, and unless specified otherwise shall be new and of good quality. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Design-Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

7.06 “Or Equals” and Substitutions

A. If an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, then during the preparation of the proposed Construction Drawings and Construction Specifications, the Design-Builder may request that Owner authorize the use of other items of material or equipment, or items from other proposed suppliers, by including the proposed items in the proposed Construction Drawings or Construction Specifications, with required notice to Owner that the Submittal contains a variation from the Contract Documents. Owner in its sole
discretion may approve the use of the item if Owner determines that the item is functionally equal to that named and sufficiently similar so that no change in related Work will be required, taking into consideration whether the item:

1. Is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
2. Will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
3. Has a proven record of performance and availability of responsive service; and
4. Is not objectionable.

B. Effect of Owner’s Determination: Neither approval nor denial of an “or-equal” request shall result in any change in Contract Price. The denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

C. Substitutes: During the preparation of the proposed Construction Drawings and Construction Specifications, the Design-Builder may propose a substitute to an item of material or equipment that is required to be furnished by the Contract Documents. Any such proposal shall be made in a transmittal to Owner that is separate from and independent of any Design Submittals. The proposal shall describe the advantages, disadvantages, and changes in Contract Price or Contract Time associated with the proposed substitute. Approval of the proposed substitute shall be at Owner’s sole discretion. If approved, the substitute item shall be incorporated in the Construction Drawings and Construction Specifications.

D. Design Professional Review: Before Design-Builder transmits its proposal to Owner, the Project Design Professional that designed the portion of the Work affected by the proposed “or equal” or substitute shall review and approve the proposal.

E. Construction Drawings and Construction Specifications: “Or equal” or substitute proposals with respect to items of material or equipment that are required in the Construction Drawings and Construction Specifications shall be considered proposed modifications of the Construction Drawings and Construction Specifications, and shall be governed by the provisions of Paragraph 8.02.H.

7.07 Concerning Project Design Professionals, Construction Subcontractors, Suppliers, and Others

A. Design-Builder may retain Project Design Professionals, Construction Subcontractors, and Suppliers for the performance of parts of the Work. Such Project Design Professionals, Construction Subcontractors, and Suppliers must be acceptable to Owner.

B. Design-Builder shall retain specific Project Design Professionals, Construction Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required to do so by the Contract Documents (including but not limited to the Proposal Amendment) as of the Effective Date.

C. Prior to entry into any binding Design Agreement, Construction Subcontract, or purchase order, Design-Builder shall submit to Owner the identity of the proposed Project Design Professional, Construction Subcontractor, or Supplier (unless Owner has already deemed such proposed contractual party acceptable, during the bidding process or otherwise). Such
proposed contractual party shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

D. Owner may require the replacement of any Project Design Professional, Construction Subcontractor, Supplier, or other entity retained by Design-Builder to perform any part of the Work solely on the basis of substantive, reasonable objection after due investigation. Design-Builder shall submit an acceptable replacement for the rejected Project Design Professional, Construction Subcontractor, Supplier, or other entity.

E. If Owner requires the replacement of any Project Design Professional, Construction Subcontractor, Supplier, or other entity retained by Design-Builder to perform any part of the Work, then Design-Builder shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement.

F. No acceptance by Owner of Engineer or of any Project Design Professional, Construction Subcontractor, Supplier, or other entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

G. Design-Builder shall be fully responsible to Owner for all acts and omissions of the Project Design Professionals, Construction Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work, just as Design-Builder is responsible for Design-Builder’s own acts and omissions.

H. Design-Builder shall be solely responsible for scheduling and coordinating the services and work of the Project Design Professionals, Construction Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

I. Design-Builder shall restrict all Project Design Professionals, Construction Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating directly with Owner, except in case of an emergency or a matter involving public health, safety, or welfare, or as otherwise expressly allowed herein.

J. Owner may furnish to any Project Design Professional, Construction Subcontractor, or Supplier, to the extent practicable, information about amounts paid to Design-Builder on account of Work performed for Design-Builder by the requesting party.

K. Nothing in the Contract Documents:

1. Shall create for the benefit of any Project Design Professional, Construction Subcontractor, Supplier, or other third-party individual or entity any contractual relationship between Owner and such third-party individual or entity; nor

2. Shall create any obligation on the part of Owner to pay or to see to the payment of any money due any Project Design Professional, Construction Subcontractor, Supplier, or other third-party individual or entity except as may otherwise be required by Laws and Regulations.

7.08 Patent Fees and Royalties

A. Design-Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Conceptual
Documents or other Contract Documents for use in the performance of the Construction, and if to the actual knowledge of Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, then Owner has disclosed the existence of such rights to Design-Builder in the Conceptual Documents or other Contract Documents.

B. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify, defend, and hold harmless Indemnitees (defined in Paragraph 7.19) Owner and Owner’s Consultant, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, attorneys and other professionals and all court or arbitration or other dispute resolution fees and costs), whether monetary or otherwise, arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the specification or incorporation in the Work of any invention, design, process, product or device, except those required by the Contract Documents, provided however that such infringement is caused by the negligent, reckless, or intentionally wrongful actions of the Design-Builder or those for which Design-Builder is responsible, including without limitation, the Design-Builder’s successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

C. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design-Builder and its officers, directors, members, partners, employees or agents, Project Design Professionals, Construction Subcontractors, and Suppliers from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device required by the Contract Documents, but not identified by Owner as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

7.09 Permits and Utility Charges

A. Except as otherwise specified in Section 10.08, Owner shall be responsible The Contract Documents allocate responsibility for obtaining and paying for all required for specified permits, licenses, certificates of occupancy, and approvals of governmental authorities having jurisdiction over the Work. Each party shall assist the other, when necessary, in obtaining such permits, licenses, certificates, and approvals. Design-Builder will cooperate with Owner’s permitting efforts.

B. Design-Builder shall pay all charges of utility owners for temporary service to the Work. Owner Design-Builder shall also pay all charges of utility owners for connections for providing permanent service to the Work, and for capital costs related thereto. Design-Builder shall provide all signage required by applicable permits and governmental authorities, including, but not limited to, navigational signs.

7.10 Taxes

A. Except with respect to any materials directly purchased by Owner and incorporated into the Project, Design-Builder shall pay all sales, consumer, use, and other similar taxes required to
be paid by Design-Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

A. Design-Builder shall give all notices required by and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design-Builder’s compliance with any Laws or Regulations.

B. If Design-Builder or those for which Design-Builder is responsible, including without limitation, the Design-Builder’s successors, assigns, agents, engineer, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, negligently, recklessly, or intentionally and wrongfully performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design-Builder shall bear all claims, costs, losses, and shall indemnify, defend, and hold harmless indemnitees (defined in Paragraph 7.19) from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) arising out of or relating to such Work.

C. Changes in Laws or Regulations that occur after the date on which the Design-Builder committed to the Contract Price (whether by negotiation or making an offer or proposal) and affect the cost or time of performance shall be the subject of an equitable change in Contract Price or Contract Times.

7.12 Record Documents

A. Design-Builder shall maintain the Record Documents in good order, in a safe place at the Site. Design-Builder shall annotate the Record Documents to show all changes and clarifications made (whether in the field or otherwise) during performance of Construction. The Record Documents, as annotated, will be available to Owner for reference. Upon completion of the Construction, Design-Builder shall deliver the Record Documents, as annotated, to Owner.

B. After receipt and review of the Record Documents from Design-Builder upon completion of Construction, the Owner may comment on any possible inaccuracies. After Owner and Design-Builder collaboratively address any such comments, the Record Documents shall be deemed to be Record Drawings and Record Specifications.

C. The Record Drawings and Record Specifications are Contract Documents, and are binding upon Design-Builder with respect to its obligations to comply with the Contract Documents, including but not limited to correction period responsibilities and warranty obligations.

7.13 Safety and Protection

A. Design-Builder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Construction Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Design-Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation, or replacement in the course of Construction.

B. Design-Builder shall comply with applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Builder shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress. Among other requirements, Design-Builder or subcontractors performing trench excavation work on the Project shall comply with all applicable trench safety standards.

C. Design-Builder shall comply with the applicable requirements of Owner’s safety programs, if any. The Supplementary Conditions identify any Owner’s safety programs that are applicable to the Work.

D. Design-Builder shall inform Owner of the specific requirements of Design-Builder’s safety program with which Owner and its employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.13.A.2 or 7.13.A.3 caused, directly or indirectly, in whole or in part, by Design-Builder, any Construction Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Design-Builder both during the performance of their work and also after the Design-Builder has left the Site.

F. Design-Builder’s duties and responsibilities for safety and for protection of the Construction shall continue until such time as all the Work is completed, Owner has issued a notice to Design-Builder in accordance with Paragraph 14.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion), and Design-Builder has left the Site.

G. Design-Builder’s duties and responsibilities for safety and protection shall resume whenever Design-Builder or any Construction Subcontractor, Supplier, or other representative returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Safety Representative

A. Design-Builder shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.15 Hazard Communication Programs

A. Design-Builder shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
7.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design‐Builder is obligated to act to prevent threatened damage, injury or loss. Design‐Builder shall give Owner prompt written notice if Design‐Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If a change in the Contract Documents is required because of the action taken by Design‐Builder in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.17 *Post‐Construction Phase*

A. Design‐Builder shall:

1. Provide assistance in connection with the start‐up and testing of any equipment or system.
2. Assist Owner in training staff to operate and maintain the Work.

7.18 *Design‐Builder’s General Warranty and Guarantee*

A. Design‐Builder warrants and guarantees to Owner that Design‐Builder will perform and complete the Construction as required by the Contract Documents, and that all Construction will be in accordance with the Contract Documents, the Construction Drawings, and the Construction Specifications (as duly modified in accordance with the Contract), and will not be defective.

B. Design‐Builder’s warranty and guarantee hereunder excludes defects or damage caused by:

1. Abuse, modification or improper maintenance or operation by persons other than Design‐Builder, Construction Subcontractors, or Suppliers or any other individual for whom Design‐Builder is responsible; or
2. Normal wear and tear under normal usage.

C. None of the following will constitute an acceptance by Owner of Work that is not in accordance with the Contract Documents or a release of Design‐Builder’s obligation to perform the Work in accordance with the Contract Documents, unless expressly stated otherwise in writing:

1. Observations by Owner;
2. The making of any progress or final payment;
3. The issuance of a certificate of Substantial Completion;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and approval of a Submittal;
6. Any inspection, test, or approval by others; or
7. Any correction of defective Construction by Owner.

D. *If the Contract requires Design‐Builder to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Design‐Builder’s performance obligations to Owner for the Work described in the assigned contract.*
E. Design-Builder shall assign to Owner all warranties extended to Design-Builder by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Design-Builder shall secure the material supplier’s or subcontractor’s consent to assign said warranties to Owner. The District may, but is not obligated to, help the Design-Builder secure such consent from any subcontractors and/or material suppliers.

F. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.19 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Design-Builder shall indemnify and hold harmless Owner, Owner’s Consultant, and their officers, directors, members, partners, employees, agents, consultants, and subcontractors, from losses, damages, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Design-Builder, a Project Design Professional, any Construction Subcontractor, any Supplier, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Design-Builder under the Contract or otherwise, Design-Builder shall indemnify, hold harmless, and defend Owner, the District Engineer, the District Counsel, Park Square Enterprises, LLC, and their respective successors, assigns, members, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals (together, “Indemnitees”) from all claims, liabilities, suits, liens, demands, damages, losses, costs, interest, expenses, penalties, fines, or judgments, whether monetary or otherwise, including, but not limited to, reasonable attorney’s fees and costs and all fees and costs of mediation or alternative dispute resolution, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Design-Builder, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work, including without limitation, the Design-Builder’s successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

To the extent required by Florida law to make the provisions of any indemnification, defense, and hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless, and defense obligation shall not exceed $15,000,000.00, the amount which bears a reasonable commercial relationship to the Contract and was part of the project specifications or Design-Build documents. In the event that any indemnification, defense, or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Design-Builder and the Owner to provide indemnification, defense, and hold harmless provisions the maximum effect allowed by Florida law and for the benefit of the Indemnitees.
Design-Builder shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees.

B. In any and all claims or actions against Owner, Owner’s Consultant, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Design-Builder, a Project Design Professional, any Construction Subcontractor, any Supplier, any individual or entity directly or indirectly employed or retained by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.19.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Design-Builder, a Project Design Professional, or any Construction Subcontractor, Supplier, or other individual or entity under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Design-Builder under Paragraph 7.19.A shall not extend to the liability of Owner’s Consultant, other consultants or design professionals of Owner, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

ARTICLE 8 – SUBMITTALS

8.01 Design-Builder’s Preparation of Submittals

A. Design Submittals shall be prepared by Project Design Professionals, on behalf of Design-Builder.

B. The appropriate Project Design Professional shall review and approve each Submittal (including but not limited to all Design Submittals), other than those Submittals not involving technical or engineering matters, before Design-Builder’s transmittal of such Submittal to Owner. Such review and approval shall account for the following, as appropriate:

1. That any items covered by such Submittal will, after installation or incorporation in the Construction, comply with the information and requirements in the Contract Documents and the Construction Drawings and Construction Specifications, as duly modified, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, Construction Drawings, and Construction Specifications, as duly modified.

2. That if the Submittal includes any proposed modification of the Contract Documents, Construction Drawings, or Construction Specifications, or any proposed variation from the requirements of such documents, such proposed modification or variation is acceptable based on the standards of the engineering profession (or other applicable design profession), and if implemented will be supported by signing or sealing by a licensed design professional, as necessary.

C. Before Design-Builder’s transmittal of a Submittal to Owner, the Design-Builder shall, as applicable:

1. Review and coordinate the Submittal with other Submittals and with the requirements of the Work, the Contract Documents, the Construction Drawings, and the Construction Specifications, as duly modified;
2. Determine and verify all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal, and confirm that the Submittal is complete with respect to all related data included in the Submittal;

3. Determine and verify the suitability of proposed materials and equipment with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation; and

4. Determine and verify all information relative to Design-Builder’s responsibilities for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

D. Design-Builder shall give Owner specific written notice of any proposed modification of the Contract Documents, Construction Drawings, or Construction Specifications, and any variations that a Submittal may have from the requirements of the Contract Documents, Construction Drawings, and Construction Specifications, as duly modified. This notice shall be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Submittal in drawing form, by a specific notation made on the drawing itself.

E. Each Submittal shall bear a stamp or specific written certification by Design-Builder that it has satisfied its obligations under the Contract Documents with respect to preparation of the Submittal, and that Design-Builder approves the Submittal.

F. All Submittals must be acceptable based on compliance with form and content requirements of the Contract Documents. Design-Builder shall submit Design Submittals for Owner’s review and approval. Other Submittals shall not require express approval, except as indicated in the Supplementary Conditions or elsewhere in the Contract Documents.

8.02 Owner’s Review of Submittals

A. Owner will review all Submittals, and may comment on any Submittal. Any response to a Submittal by Owner shall be in accordance with the schedule of required Submittals accepted by Owner as required by Paragraph 2.07, and the provisions of the Contract Documents.

B. For those Submittals requiring Owner’s review and approval, Owner’s response will be in writing and will indicate either that Owner approves the Submittal or rejects the Submittal. Owner may also include comments regarding the approved or rejected Submittal. For those Submittals that do not require approval, the Submittal shall be deemed acceptable to Owner unless Owner responds with a timely objection or adverse comment.

C. Unless a specific provision of the Contract Documents expressly provides otherwise, Owner’s review of a Submittal will be to determine if the Submittal complies with and is consistent with the Contract Documents. If Owner concludes that a Submittal requiring approval complies with and is consistent with the Contract Documents, the Owner shall approve such Submittal.

D. Owner’s approval, rejection, or acceptance of a Submittal will not extend to the means, methods, techniques, sequences, or procedures of Construction, or to safety precautions or programs incident thereto.

E. Owner’s review, comments, approval, rejection, or acceptance of Submittals shall not relieve Design-Builder from responsibility for (1) performance of the Work in accordance with the Contract Documents, (2) the scheduling and progress of the Work, (3) the means, methods,
sequences, techniques, and procedures of Construction, and safety precautions and programs incident thereto, or (4) any variation from the requirements of the Contract Documents, unless Design-Builder has in a separate written communication at the time of submission called Owner’s attention to each such variation, and Owner has given written approval of each such variation; nor shall Owner’s review, comments, approval, rejection, or acceptance of a Submittal impose any such responsibility on Owner.

F. Construction tasks and expenditures by Design-Builder prior to Owner’s review and approval or acceptance of any Submittal will be at the sole risk of Design-Builder.

G. In reviewing, approving, rejecting, accepting, or commenting on any Design Submittal, Owner does not assume responsibility for the design, for any deficiencies in the Design Submittal or in the Design Professional Services by which they were prepared, or for constructability, cost, or schedule problems that may arise in connection with the Design Submittal.

H. The parties acknowledge that Design-Builder’s design responsibilities continue after commencement of Construction. During the course of Construction, the Design-Builder may propose modifications to the Construction Drawings and Construction Specifications. Owner shall approve such proposed modifications if (1) they comply with and are consistent with the Contract Documents, (2) Design-Builder has demonstrated that the modification is minor in character, or will not be detrimental to the quality and function of the Work, (3) the appropriate Project Design Professional has reviewed and approved the proposed modification with respect to any technical or engineering matters, and (4) Owner has not relied on the previously-approved Construction Drawings and Construction Specifications, such that the proposed modification would be detrimental to the Owner’s interests. At its option, Owner may also approve more substantial or divergent proposed modifications, provided that the appropriate Project Design Professional has reviewed and approved the proposed modification with respect to any technical or engineering matters.

ARTICLE 9 – OTHER CONSTRUCTION

9.01 Other Work

A. In addition to and apart from the Work to be performed and furnished by Design-Builder under the Contract Documents, the Owner may perform other construction work at or adjacent to the Site during the course of the Project. Such other work may be performed by Owner’s employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner’s employees, or through contracts for such other work, then Owner shall give Design-Builder written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work at or adjacent to the Site, Owner shall provide such information to Design-Builder.

C. Design-Builder shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and to Owner, if Owner is performing other work with Owner’s employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Design-Builder shall do all cutting, fitting, and patching of the Construction that may be required to properly connect or otherwise make its several parts come together and properly
integrate with such other work. Design-Builder shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design-Builder may cut or alter others' work with the written consent of Owner and the others whose work will be affected.

D. If the proper execution or results of any part of the Construction depends upon work performed by others under this Article 9, Design-Builder shall inspect such other work and promptly report to Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of the Construction. Design-Builder’s failure to so report will constitute an acceptance of such other work as fit and proper for integration with the Construction, except for latent defects and deficiencies in such other work.

9.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner’s employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Design-Builder prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. If the Supplementary Conditions do not identify the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors, Owner shall have sole authority and responsibility for such coordination.

9.03 Legal Relationships

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner’s employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Construction or to the property of Design-Builder or the Construction Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Construction, through actions or inaction, then Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Design-Builder in the Contract Documents, and any provisions in Laws or Regulations concerning utility action or inaction, or related remedies. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Design-Builder assigning to Owner all Design-Builder’s rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Design-Builder’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder’s ability to complete the Work within the Contract Times.
B. Design-Builder shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Design-Builder fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Design-Builder, and assign to such other contractor or utility owner the Owner’s contractual rights against Design-Builder with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner’s employees, Design-Builder shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Design-Builder’s failure to take reasonable and customary measures with respect to Owner’s other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Design-Builder.

D. If Design-Builder damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Design-Builder’s failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Design-Builder’s actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Design-Builder or Owner, then Design-Builder shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnitees (defined in Paragraph 7.19) Owner and its officers, directors, members, partners, employees, agents, consultants and subcontractors from and against any such claims, and against all liabilities, suits, liens, demands, costs, liabilities, losses, interests, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs), whether monetary or otherwise, arising out of or relating to such damage, delay, disruption, or interference, provided however that the damage, delay, disruption, or interference is caused in part or in whole by the negligent, reckless, or intentionally wrongful misconduct of Design-Builder, or those for which Design-Builder is responsible, including without limitation, the Design-Builder’s successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

ARTICLE 10 – OWNER’S RESPONSIBILITIES

10.01 General

A. Owner shall do the following in a timely manner so as not to delay the services of Design-Builder:

1. If requested in writing by Design-Builder, furnish reasonable evidence satisfactory to Design-Builder that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, Design-Builder is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon 15 days’ notice to the Owner;

2. Make payments to Design-Builder promptly when they are due, as provided in Paragraph 14.01 and 14.06;
3. Furnish the Site as set forth in Paragraph 5.01; arrange for safe access to and make all provisions for Design-Builder to enter upon public and private property as may reasonably be required for Design-Builder to perform Work under the Contract.

4. Furnish to Design-Builder, as required for performance of the Work, all of the following in Owner’s possession, all of which Design-Builder may use but may not and rely upon in performing services under this Agreement:
   a. Environmental assessment and impact statements;
   b. Property, boundary, easement, right-of-way, and other special engineering surveys or data;
   c. Property descriptions;
   d. Zoning, deed, and other land use restrictions;
   e. Utility and topographic mapping and surveys;
   f. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; any information or data known to Owner concerning underground facilities at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data;
   g. Any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site;
   h. Engineering surveys to establish reference points which in Owner’s judgment are necessary to enable Design-Builder to proceed with the Work;
   i. Assistance to Design-Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project; and
   j. Permits, licenses, and approvals of government authorities that the Contract Documents expressly require Owner to obtain.

5. Provide information known to Owner relating to the presence of materials and substances at the Site that could create a Hazardous Environmental Condition.

B. If an obligation ascribed to Owner in Paragraph 10.01.A is expressly assigned to Design-Builder, in the description of the Work or elsewhere in the Contract Documents, then such express assignment to Design-Builder shall supersede the provision in Paragraph 10.01.A.

C. Recognizing and acknowledging that Design-Builder’s services and expertise do not include the following services, Owner shall furnish or obtain, as required for the Project:
   a. Accounting, bond and financial advisory (including, if applicable, “municipal advisor” services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
   b. Legal services with regard to issues pertaining to the Project as Owner requires, or Design-Builder reasonably requests.
c. Such auditing services as Owner requires to review cost submittals or ascertain how or for what purpose Design-Builder has used the money paid.

D. Examine all studies, reports, alternate solutions, sketches, drawings, specifications, proposals, Submittals (including Design Submittals), and other documents presented by Design-Builder (including obtaining advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate with respect to such examination), and if a decision is required with respect to any such document, render such decision in writing pursuant to any specific schedule, or if no specific schedule pertains, within a reasonable time after receipt of the document.

10.02 Insurance

A. Owner’s responsibilities with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

10.03 Limitations on Owner’s Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Design-Builder’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Design-Builder’s failure to perform the Work in accordance with the Contract Documents.

10.04 Undisclosed Hazardous Environmental Condition

A. Owner’s responsibility with respect to undisclosed Hazardous Environmental Conditions uncovered or revealed at the Site is set forth in Paragraph 5.06.

10.05 Owner’s Site Representative

A. Owner may furnish an Owner’s Site Representative to observe the performance of Construction. The duties, responsibilities and limitations of authority of any such Owner’s Site Representative and assistants will be as provided in the Supplementary Conditions.

10.06 Owner’s Consultants and Managers

A. Owner’s Consultant, if any, is identified in the Agreement.

B. Owner shall advise Design-Builder of the identity and scope of services of any other independent consultants or managers retained by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, constructability review, program management, project management, or contract administration.

C. Neither Owner’s Consultant, Owner’s Site Representative, nor any other consultant or manager retained by Owner, has any duties, responsibilities, or authorities with respect to Design-Builder, unless expressly provided in this Contract. Owner’s Consultant and such other consultants and managers shall not supervise, direct, or have control or authority over, nor be responsible for, Design-Builder’s means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work; and will not be responsible for Design-Builder’s failure to perform the Work in accordance with the Contract Documents.
10.07 Safety Programs

A. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Design-Builder’s safety programs of which Owner has been informed pursuant to Paragraph 7.13.D.

B. Owner shall inform Design-Builder of any specific requirements of safety or security programs that are applicable to Design-Builder while at the Site.

10.08 Permits and Approvals

A. Owner has already obtained certain state and federal permits for the Work that shall be provided to Design-Builder upon execution of this Contract. If the Design-Builder or Project Design Professional believe that significant modifications to these existing state and federal permits or new state and federal permits will be required to construct the Project, then Design-Builder shall be logistically and financially responsible for obtaining same in support of the Project. Owner shall obtain reviews, approvals, certificates, and permits from all other governmental authorities having jurisdiction over the Project as indicated in the Contract Documents.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended or supplemented by a Change Order or a Work Change Directive.

1. Change Orders: If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

2. Work Change Directives: The Work modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order. When a Work Change Directive is issued, the parties will promptly meet to attempt to negotiate the Work Change Directive’s effect, if any, on the Contract Times and Contract Price. The effect, if any, on Contract Times and Contract Price, together with the Work Change Directive’s addition, deletion, or revision to the Work, will be set forth in a subsequently issued Change Order.

B. Either Owner or Design-Builder may propose or request a Change Order. With respect to certain events, this Contract may indicate specific times in which such requests or proposals must be submitted to the other party. With respect to all other events, the request or proposal shall be submitted to the other party within 30 days of the event giving rise to the request or proposal.

11.02 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, and notwithstanding any other provision of the Contract, Owner may, at any time or from time to time, order or authorize additions, deletions, or revisions in the Work within the general scope of the Contract. Such changes may be accomplished by a Change Order, if Owner and Design-Builder have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by
a Work Change Directive. Upon receipt of any such document, Design-Builder shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Design-Builder to undertake work that Design-Builder reasonably concludes cannot be performed in a manner consistent with Design-Builder’s safety or professional obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

A. Design-Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents, as duly amended, except in the case of an emergency as provided in Paragraph 7.16, or in the case of uncovering Construction as provided in Paragraph 13.03.A.3.

11.04 Changes Involving the Design

A. To the extent a change, whether proposed by Design-Builder or Owner, ordered by Owner, or set forth in a proposed Change Order or in a Work Change Directive, involves the design (as set forth in the Construction Drawings, Construction Specifications, or otherwise) or other engineering or technical matters, such changes must be reviewed and approved by the applicable Project Design Professional. The review and approval may occur at the time the change occurs, or as part of Design-Builder’s provision of Professional Design Services in response to the change.

11.05 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim regarding an adjustment in the Contract Price shall be presented by written notice to the other party in accordance with Paragraph 16.01.

B. If the Contract Price is based on Cost of the Work, then the provisions in the Agreement regarding Cost of the Work and changes in the Design-Builder’s fee, Contract Price, Guaranteed Maximum Price, and Guaranteed Maximum Fee, apply.

C. The value of any Work covered by a Change Order or of any adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 12.02); or

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.05.D); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents, and agreement to a lump sum is not reached under Paragraph 11.05.C.2, then on the basis of the Cost of the Work for price adjustments (determined as provided in the Cost of the Work provisions in the Agreement, if applicable, or in Paragraph 12.01), plus a Design-Builder’s Fee for overhead and profit (determined as provided in Paragraph 11.05.D).
D. **Design-Builder’s Fee:** The Design-Builder’s fee for overhead and profit on Change Orders shall be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
   a. For costs incurred under Paragraphs 12.01.B.1.a. and 12.01.B.2, the Design-Builder’s fee shall be 15 percent;
   b. For costs incurred under Paragraph 12.01.B.3, 12.01.B.4, 12.01.B.5, and 12.01.B.6, the Design-Builder’s fee shall be 5 percent;
   c. With respect to Construction Subcontracts, where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of this Contract is that the Design-Builder’s fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraph 12.01 by the subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Design-Builder itself, and to any Construction Subcontractors of a tier higher than that of the Construction Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Construction Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Construction Subcontractor that actually performs the Work;
   d. With respect to Design Agreements, the Engineer or other invoicing Project Design Professional under a Design Agreement may add a fee of 5 percent to an invoice from a lower tier design entity, and Design-Builder may add a fee of 5 percent to an invoice from Engineer or other invoicing Project Design Professional; Owner shall not be responsible for any other mark-up at any tier (other than those incorporated in a factor, multiplier, hourly rate, or stipulated sum from the entity performing the subject Design Professional Services);
   e. No fee will be payable on the basis of costs itemized in Paragraph 12.01.B.7 or 12.01.C;
   f. The amount of credit to be allowed by Design-Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Design-Builder’s fee by an amount equal to 5 percent of such net decrease; and
   g. When both additions and credits are involved in any one change, the adjustment in Design-Builder’s fee shall be computed on the basis of the net change in accordance with Paragraphs 11.05.D.2.a through 11.05.D.2.e., inclusive.

11.06 **Change of Contract Times**

A. The Contract Times may only be changed by a Change Order. Any Claim regarding an adjustment of the Contract Times shall be presented by written notice to the other party pursuant to Paragraph 16.01.
B. Design-Builder’s entitlement to an adjustment of the Contract Times under this Contract is conditioned on such adjustment being essential to Design-Builder’s ability to complete the Work within the Contract Times.

11.07 Execution of Change Orders

A. Owner and Design-Builder shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Design-Builder has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner’s correction of defective Work under Paragraph 13.05 or Owner’s acceptance of defective Work under Paragraph 13.07, or (c) agreed to by the parties (all subject to the need for review and approval by the applicable Project Design Professional pursuant to Paragraph 11.04); and

4. Changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Article 16.

B. If Owner or Design-Builder refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notice to Sureties

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design-Builder’s responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – COST OF THE WORK ADJUSTMENTS; UNIT PRICE WORK

12.01 Cost of the Work

A. Costs of the Work Adjustment: When the price of Work covered by a Change Order or an adjustment in Contract Price is to be determined on the basis of Cost of the Work, the Cost of the Work adjustment means the sum of all costs necessarily incurred and paid by Design-Builder in the proper performance of the specific portion of the Work. The costs to be reimbursed to Design-Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the adjustment. If the Agreement contains Cost of the Work provisions, such provisions shall govern in determining the Cost of the Work for Change Order or adjustment purposes. If the Agreement
...does not contain Cost of the Work provisions, then the provisions in Paragraph 12.01 shall apply.

B. Costs Included: The Cost of the Work adjustment does not include any of the costs itemized in Paragraph 12.01.C, and shall include only the following items with respect to the subject Work:

1. Payroll costs for employees in the direct employ of Design-Builder in the performance of the subject Work, under schedules of job classifications agreed upon by Owner and Design-Builder in advance of such performance.
   a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the subject Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. The expenses of performing the subject Work outside the hours or days permitted by this Contract shall be included in the above to the extent such performance of Work is authorized by Owner.
   b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services as employees of Design-Builder. For purposes of this Paragraph 12.01.B.1.b, Design-Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, as designated in the Agreement, for services in the performance of the subject Work.

2. Cost of all materials and equipment furnished and incorporated in the subject Work, including costs of transportation and storage thereof, and Suppliers’ field services required in connection therewith. All cash discounts shall accrue to Design-Builder unless Owner deposits funds with Design-Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design-Builder shall make provisions so that they may be obtained.

3. Cost of permits obtained by Design-Builder.

4. Payments made by Design-Builder to Construction Subcontractors for subject Work performed or furnished by such Construction Subcontractors. If any subcontract provides that the Construction Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Construction Subcontractor’s Cost of the Work and fee shall be determined in the same manner as Design-Builder’s Cost of the Work and fee.

5. Payments made by Design-Builder for Design Professional Services provided or furnished with respect to the subject Work under a Design Agreement.

6. Costs of special consultants (not including Project Design Professionals), including but not limited to testing laboratories, attorneys, and accountants, retained for services specifically related to the subject Work.

7. Supplemental costs including the following items:
a. The proportion of necessary transportation, travel, and subsistence expenses of Design-Builder’s employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed that remain the property of Design-Builder.

c. Rentals of all construction or engineering equipment and machinery, and their parts, whether rented from Design-Builder or from others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal of such equipment, machinery, and parts. All such costs shall be in accordance with the terms of such rental agreements. The rental of any such equipment, machinery, or parts shall cease when its use is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the subject Work, and for which Design-Builder is liable, imposed by Laws or Regulations.

e. Deposits lost for causes other than negligence of Design-Builder, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses, damages, and related expenses caused by damage to the subject Work not compensated by insurance or otherwise, sustained by Design-Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Design-Builder, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design-Builder’s fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site, as applicable to the subject Work.

h. Minor expenses such as long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. Cost of premiums for all Bonds and insurance Design-Builder is required by the Contract Documents to purchase and maintain.

C. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Design-Builder’s officers, executives, principals (of partnerships and sole proprietorships), general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Design-Builder whether at the Site or in Design-Builder’s principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in
Paragraph 12.01.B.1, all of which are to be considered administrative costs covered by the Design-Builder’s fee.

2. Expenses of Design-Builder’s principal and branch offices other than Design-Builder’s office at the Site.

3. Any part of Design-Builder’s capital expenses, including interest on Design-Builder’s capital employed for the subject Work and charges against Design-Builder for delinquent payments.

4. Costs due to the negligence of Design-Builder, any Construction Subcontractor, Engineer or other Project Design Professionals, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind, and the costs of any item not specifically and expressly included in Paragraph 12.01.B.

D. Design-Builder’s Fee: When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design-Builder’s fee shall be determined as set forth in Paragraph 11.05.D.

E. Documentation: Whenever the cost of any Work is to be determined pursuant to Paragraph 12.01.B and 12.01.C, Design-Builder will establish and maintain cost records in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

12.02 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Design-Builder will be made by Owner.

B. If Design-Builder’s compensation is based on Cost of the Work, this Contract will not include compensation under unit prices unless expressly stated otherwise.

C. Each unit price will be deemed to include an amount considered by Design-Builder to be adequate to cover Design-Builder’s overhead and profit for each separately identified item.

D. Design-Builder or Owner may seek an adjustment in the Contract Price if:

1. The quantity of any item of Unit Price Work performed by Design-Builder differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. Such an adjustment would not duplicate, and is coordinated with, any other related adjustments of Contract Price; and

3. Design-Builder has incurred additional expense, or less expense, as a result of the variation in quantity.
ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION

13.01 Access to Construction

A. Owner, Owner’s Consultant, Owner’s Site Representative, and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design-Builder shall provide them proper and safe conditions for such access and advise them of Design-Builder’s Site safety procedures and programs so that they may comply therewith as applicable.

13.02 Tests, Inspections, and Approvals

A. Design-Builder shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
   1. By the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
   2. By Laws and Regulations, unless the Contract Documents or Laws and Regulations expressly allocate responsibility for a specific inspection or test to Owner;
   3. To attain Owner’s acceptance of materials or equipment to be incorporated in the Construction;
   4. By manufacturers of equipment furnished under the Contract Documents;
   5. To meet the requirements of the Construction Drawings and Construction Specifications;
   6. For testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Construction; and
   7. For acceptance of materials, mix designs, or equipment submitted for approval prior to Design-Builder’s purchase thereof for incorporation in the Construction.

B. Owner shall be responsible for arranging, obtaining, and paying for all inspections and tests expressly required by the Contract Documents or Laws and Regulations to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Construction shall be governed by the provisions of Paragraph 13.03.

C. All inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Design-Builder.

D. If the Contract Documents require the Construction (or part thereof) to be approved by Owner or another designated individual or entity, then Design-Builder shall assume full responsibility for arranging and obtaining such approvals.

E. Design-Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, and approvals.

F. Design-Builder shall give Owner timely notice of readiness of the Construction (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

G. Each party shall provide the other with copies of any certificates of inspection or approval obtained with respect to tests and inspections.
H. Both parties may rely on the results of inspections and tests, performed pursuant to this paragraph and the governing provisions of the Contract Documents, Laws and Regulations, and the Construction Drawings and Construction Specifications.

I. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design-Builder without written concurrence of Owner, then Contractor shall, if requested by Owner, uncover such Construction for observation. Such uncovering shall be at Design-Builder’s expense unless Design-Builder has given Owner timely notice of Design-Builder’s intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

13.03 Uncovering Construction

A. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, then Design-Builder, at Owner’s request, shall uncover, expose or otherwise make available for observation, inspection, or testing, as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material, and equipment.

1. If the Construction had been covered contrary to the written request of Owner or a requirement of the Contract Documents, then uncovering it for Owner’s observation and re-covering it shall be at Design-Builder’s expense, regardless of whether it is defective.

2. If it is found that the covered Construction is defective, Design-Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement, re-covering, or reconstruction (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price.

3. If the covered Construction is not found to be defective, Design-Builder shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, re-covering, and reconstruction, subject to the provisions of Paragraph 13.03.A.1.

13.04 Defective Construction

A. It is Design-Builder’s obligation to assure that the Construction is not defective.

B. Owner shall give Design-Builder prompt written notice of all defective Construction of which Owner has actual knowledge. Owner may reject, accept, or correct defective Construction.

C. Promptly after receipt of written notice of defective Construction, unless Owner expressly indicates that it will accept the defective Construction, Design-Builder shall correct all such defective Construction, whether or not fabricated, installed, or completed; or, if Owner has rejected the defective Construction, remove it from the Project and replace it with Construction that is not defective.

D. When correcting defective Construction, Design-Builder shall take no action that would void or otherwise impair Owner’s special warranty and guarantee, if any, on said Construction.
13.05 Owner May Correct Defective Construction

   A. If Design-Builder fails within a reasonable time after written notice from Owner to correct defective Construction or to remove and replace rejected Construction, or if Design-Builder fails to perform the Construction in accordance with the Contract Documents, or if Design-Builder fails to comply with any other provision of the Contract Documents, Owner may, after 7 days' written notice to Design-Builder, correct and remedy any such deficiency.

   B. In exercising the rights and remedies under this Paragraph 13.05 Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Design-Builder from all or part of the Site, take possession of all or part of the Construction, and suspend Design-Builder’s services related thereto, and incorporate in the Construction all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere. Design-Builder shall allow Owner, Owner’s Consultant, Owner’s Site Representative, and Owner’s other representatives, agents, employees, and contractors, access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

13.06 Costs

   A. Design-Builder shall bear all costs arising out of or relating to the correction, removal, or replacement of defective Construction, including but not limited to repair of adjacent Work or property; delay costs and impacts; fees and charges of engineers, architects, attorneys, and other professionals; and all court, arbitration, or other dispute resolution costs.

   B. All costs, losses, and damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising its rights and remedies arising from defective Construction under this Article will be charged against Design-Builder, by set-off against payment or otherwise.

   C. Design-Builder shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to defective Construction.

13.07 Owner’s Acceptance of Defective Construction

   A. If, instead of requiring correction or removal and replacement of defective Construction, Owner prefers to accept it, Owner may do so. If such acceptance is proposed prior to final payment, it shall be subject to confirmation by the applicable Project Design Professional that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety. Design-Builder shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner’s evaluation of and determination to accept such defective Construction. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Construction so accepted.

13.08 Owner May Stop Construction

   A. If Construction is defective, or Design-Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that
the completed Construction will conform to the Contract Documents, Owner may order Design-Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design-Builder or any other party.

ARTICLE 14 – PAYMENTS TO DESIGN-BUILDER; COMPLETION

14.01 Progress Payments

A. Basis for Progress Payments: The Schedule of Values established as provided in Paragraph 2.04 will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed.

B. Application for Progress Payment: On or about the date established in the Agreement for submission of each application for progress payment (but not more often than once a month), Design-Builder shall submit to Owner for review an Application for Payment filled out and signed by Design-Builder covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner’s interest therein, all of which will be satisfactory to Owner. Except with respect to the purchase of sheet pile and other materials in the event Owner does not directly purchase said materials (in which case Design-Builder agrees to purchase and store only that quantity of material agreed upon by Owner and Design-Builder), progress payments are to be made only on an overall percentage of Work completed basis, factoring in (but not exclusively) the lineal feet of sheet pile and concrete cap installed; no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.

C. Payment of Obligations:

1. Beginning with the second Application for Payment, each Application shall include an affidavit of Design-Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design-Builder’s legitimate obligations associated with prior Applications for Payment.

2. If Design-Builder contends that it has withheld payment of underlying obligations for good cause, then Design-Builder shall inform Owner of the identity of the entity from which Design-Builder has withheld payment, the amount of the withholding, and the reason for the withholding.

D. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

E. Review of Applications:

1. Owner will, within 10 days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed
for payment, or return the Application to Design-Builder indicating in writing its reasons for refusing to accept the Application.

F. Not more than 10 days after accepting such Application the amount will become due and when due will be paid by Owner to Design-Builder. Owner shall make payment to Design-Builder in accordance with the prompt payment provisions contained in Sections 218.735 and 218.74, Florida Statutes. Design-Builder shall make payments due to subcontractors and suppliers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6) and 218.74, Florida Statutes. Invoices from Design-Builder should be directed to the District Manager, Rizzetta & Company, Inc., c/o Joe Roethke, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, with e-mail copies to JRoethke@rizzetta.com, jbudis@rizzetta.com, and Greg.Woodcock@cardno.com.

1. If Owner should fail to pay Design-Builder at the time the payment of any amount becomes due, then Design-Builder may, at any time thereafter, upon serving written notice that he will stop the Work within 7 days after receipt of the notice by Owner, and after such 7-day period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the last known business address of Owner.

2. Payments due but unpaid shall bear interest at the rate specified in the Agreement.

3. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

G. Reduction in or Refusal to Make Payment:

1. Owner may impose a set-off against the whole or any part of any such payment, or nullify any previous payment because of subsequently discovered evidence or the results of subsequent inspections or tests, to the extent that is reasonably necessary to protect Owner from loss because:

   a. Claims have been made against Owner on account of Design-Builder’s conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Design-Builder’s conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from breach of warranty, workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

   b. Design-Builder has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

   c. Design-Builder has failed to provide and maintain required bonds or insurance;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Design-Builder is responsible;

   e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

   f. The Construction is defective, requiring correction or replacement;
g. Owner has been required to correct defective Construction in accordance with Paragraph 13.05, or has accepted defective Construction pursuant to Paragraph 13.07;

h. The Contract Price has been reduced by Change Orders;

i. An event that would constitute a default by Design-Builder and therefore justify a termination for cause has occurred;

j. Liquidated damages, special damages, or performance damages have accrued under the Contract Documents as a result of Design-Builder’s failure to achieve Milestones, Substantial Completion, final completion of the Work, or performance requirements, as applicable;

k. Liens have been filed in connection with the Work, except where Design-Builder has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such liens; or

l. There are other items entitling Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, Owner will give Design-Builder immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Design-Builder any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Design-Builder the amount so withheld, or any adjustment thereto agreed to by Owner and Design-Builder, if Design-Builder remedies the reasons for such action. The reduction imposed shall be binding on Design-Builder unless it duly presents a written notice of Claim contesting the reduction.

14.02 Design-Builder’s Warranty of Title

A. Design-Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether already incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.03 Substantial Completion

A. When Design-Builder considers the Work ready for its intended use Design-Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design-Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design-Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor.

B. If Owner considers the Work substantially complete:

1. Owner and Design-Builder will confer regarding Owner’s use or occupancy of the Work following Substantial Completion, review the builder’s risk insurance policy with respect to the end of the builder’s risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Design-Builder agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner’s use or occupancy of the Work.
2. Owner will prepare and deliver to Design-Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. Owner shall attach to the certificate a punch list of items to be completed or corrected before final payment.

C. After Substantial Completion the Design-Builder shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Design-Builder may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

D. Owner shall have the right to exclude Design-Builder from the Site after the date of Substantial Completion subject to allowing Design-Builder reasonable access to remove its property and complete or correct items on the punch list.

E. To the extent this paragraph 14.03 is inconsistent in any way with Florida’s Local Government Prompt Payment Act, sections 218.70 – 218.80, Florida Statutes, such Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

14.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (1) has specifically been identified in the Contract Documents, or (2) Owner and Design-Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design-Builder’s performance of the remainder of the Construction, subject to the following:

1. Owner at any time may request Design-Builder in writing to permit Owner to use or occupy any such part of the Construction that Owner believes to be ready for its intended use and substantially complete. If Design-Builder agrees that such part of the Work is substantially complete, Design-Builder and Owner will follow the procedures of Paragraph 14.03 for that part of the Construction.

2. Design-Builder at any time may notify Owner in writing that Design-Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner and Design-Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 14.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy of part of the Construction will be accomplished prior to compliance with the requirements of Paragraph 6.05 regarding property insurance.

14.05 Final Inspection

A. Upon written notice from Design-Builder that the entire Work or an agreed portion thereof is complete, Owner will make a final inspection with Design-Builder and will notify Design-Builder in writing of all particulars in which this inspection reveals that the Work is incomplete.
or defective. Design-Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.06 Final Payment

A. Application for Payment:

1. After Design-Builder has completed all such corrections to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, and Record Documents, Design-Builder may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (unless previously delivered) by:
   a. All documentation called for in the Contract Documents;
   b. Consent of the surety, if any, to final payment;
   c. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment;
   d. A list of all disputes that Design-Builder believes are unsettled; and
   e. Complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of such releases or waivers of Liens specified in Paragraph 14.06.A.2, and as approved by Owner, Design-Builder may furnish receipts or releases in full and an affidavit of Design-Builder that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed, and (b) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner might in any way be responsible, or which in any way might result in liens or other burdens on Owner’s property, have been paid or otherwise satisfied. If any Project Design Professional, Construction Subcontractor, or Supplier fails to furnish such a release or receipt in full, Design-Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Final Payment and Acceptance: If Owner is satisfied that the Work has been completed and Design-Builder’s other obligations under the Contract Documents have been fulfilled, Owner will, within 10 days after receipt of the final Application for Payment, give written notice to Design-Builder that the Work is acceptable. Otherwise, Owner will return the Application to Design-Builder, indicating in writing the reasons for refusing to process final payment, in which case Design-Builder shall make the necessary corrections and resubmit the Application.

C. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment.

D. Payment Becomes Due: The amount will become due and will be paid by Owner to Design-Builder 30 days after the presentation to Owner of the acceptable Application and accompanying documentation, in appropriate form and substance and with Owner’s notice of acceptability.
14.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Design-Builder. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.05, from Design-Builder’s failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from unresolved disputes or Claims presented by Owner, or from Design-Builder’s continuing obligations under the Contract.

B. The acceptance of final payment by Design-Builder will constitute a waiver by Design-Builder of all claims and rights against Owner other than those pending matters that have been duly submitted to dispute resolution under the provisions of Article 16.

14.08 Correction Period

A. If within one five years after the date of Substantial Completion of the entire Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Construction is found to be defective, Design-Builder shall promptly, without cost to Owner and in accordance with Owner’s written instructions, (1) correct such defective Construction, or, if it has been rejected by Owner, remove it from the Site and replace it with Construction that is not defective, and (2) satisfactorily correct or remove and replace any damage to other Construction or the work of others resulting therefrom. If Design-Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Construction corrected or the rejected Construction removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design-Builder.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Conceptual Documents.

C. Where defective Construction (and damage to other Construction resulting therefrom) has been corrected, or removed or replaced, under this Paragraph 14.08, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, In the event Design-Builder defaults on any one or more of the terms and conditions of the Contract Documents, but only in that event, Owner may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Design-Builder, which will fix the date on which Work will be resumed provided the default has been resolved to Owner’s satisfaction. Design-Builder shall resume the Work on the date so fixed. If the occurrence of any one or more of the events identified in Section 15.02.A justifies termination for cause, then Owner shall follow the notice and cure procedures of Section 15.02.
15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events justifies termination for cause:

1. Design-Builder’s persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the progress schedule as duly adjusted).

2. Design-Builder’s disregard of Laws or Regulations of any public body having jurisdiction.


B. If one or more of the events identified in Paragraph 15.02.A occurs, Owner may, after giving Design-Builder (and the surety, if any) 7 days’ written notice, terminate the services of Design-Builder, take possession of any completed Design Submittals prepared by or for Design-Builder (subject to the limited license and indemnification provisions of Paragraph 3.04), exclude Design-Builder from the Site, take possession of the Work, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design-Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) such excess will be paid to Design-Builder. If such costs, losses and damages exceed such unpaid balance, Design-Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

C. Notwithstanding Paragraph 15.02.B, Design-Builder’s services will not be terminated if Design-Builder begins, within 7 days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Design-Builder’s services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design-Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design-Builder by Owner will not release Design-Builder from liability.

15.03 Owner May Terminate for Convenience

A. Upon 7 days’ written notice to Design-Builder, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design-Builder shall be paid (without duplication of any items) for:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. Amounts paid in settlement of terminated contracts with Project Design Professionals, Construction Subcontractors, Suppliers and others (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs incurred in connection with such terminated contracts); and

4. Reasonable expenses directly attributable to termination.

In such case, Owner will pay Design-Builder: (i) all amounts due and not previously paid to Design-Builder for Work completed in accordance with the Contract prior to such notice; (ii) the Design-Builder’s costs for demobilization and the cost of reasonably protecting Work in place; (iii) for any materials purchased by Design-Builder or its subcontractors that have been delivered and accepted by Owner but not yet been incorporated into the project and which cannot reasonably be returned to the applicable supplier without penalty; (iv) for Work thereafter completed as specified in such notice; and (v) release and payment to Design-Builder of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders, or other related arrangements. Design-Builder and its subcontractors must use reasonable efforts to mitigate any damages/expenses Owner may incur as a result of number iii.

B. Design-Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss, or any other consequential damages of any kind, arising out of or resulting from such termination.

C. Upon any such termination, Design-Builder shall:

1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;

2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated.

3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to Owner of all purchase orders and subcontracts to the extent they relate to the performance of Work terminated, or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;

4. Reasonably assist Owner, as specifically requested in writing, in the maintenance, protection, and disposition of property acquired by Owner under the Contract, as may be necessary;

5. Complete performance of any Work which is not terminated; and

6. Deliver to Owner an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

15.04 Design-Builder May Stop Work or Terminate

A. If, through no act or fault of Design-Builder, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, Owner fails to act on any Application for Payment within 30 days after it is submitted, or Owner fails for 30 days to
pay Design-Builder any sum finally determined to be due, then Design-Builder may, upon 7 days’ written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.A. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Design-Builder any sum finally determined to be due, Design-Builder may upon 7 days’ written notice to Owner stop the Work until payment is made of all such amounts due Design-Builder, including interest thereon. The provisions of this paragraph are not intended to preclude Design-Builder from obtaining an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Design-Builder’s stopping Work as permitted by this paragraph.

ARTICLE 16 – DISPUTES

16.01 Methods and Procedures

A. Notice of Claim: If Owner and Design-Builder are not in agreement regarding a proposed or requested Change Order, other proposed adjustment of Contract Price or Contract Times, a Work Change Directive issued by Owner, or any other relief proposed or requested under the Contract, then either party may provide written notice of a Claim to the other party. Such notice of Claim shall be given within 90 days of: the proposal or request for a Change Order; such other proposed adjustment of Contract Price or Contract Times; the issuance of the Work Change Directive; or the proposal or request for other relief under the Contract. The notice of Claim shall be given within the 90 days regardless of whether the other party has responded to such proposal, request, or issuance, and regardless of whether discussions or negotiations are in progress; provided, however, that the parties may extend the time to give such notice of Claim by mutual written agreement. The notice of Claim shall include a statement of position, specification of the remedy sought, and supporting documentation.

B. Response: Within 30 days of the date of notice of Claim, the receiving party shall respond with a written statement of position and any supporting documentation.

C. Direct Negotiations: Owner and Design-Builder agree to directly negotiate all Claims between them in good faith for a period of 60 days from the date of notice of Claim.

D. Mediation: If direct negotiations are unsuccessful in resolving a Claim, then Owner and Design-Builder shall submit the unsettled Claim to mediation by a mutually agreeable mediator or mediation service. Owner and Design-Builder agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days.

1. The fees and expenses, including filing fees, of the mediator and any mediation service shall be shared equally by Owner and Design-Builder.

2. The mediation shall be held in the locality where the Project is located, unless another location is mutually agreed upon by the parties.

3. A settlement (if any) resulting from such mediation will be specifically enforceable under the prevailing law, by any court having jurisdiction.

4. Participation in the mediation process in good faith is a condition precedent to commencing final or binding dispute resolution.
E. If mediation is unsuccessful in resolving a Claim, then within 120 days of the completion of the mediation (1) the parties may mutually agree to a binding dispute resolution process of their choice, or (2) the claimant may give notice to the other that the claimant will seek to have the dispute resolved by a binding dispute resolution method established in this Contract, or if no such method has been established, by a court of competent jurisdiction. Failure by claimant to give such notice in a timely manner shall result in a waiver of the Claim.

F. In the event Owner or Design-Builder is required to enforce this Agreement by court proceedings or otherwise, then venue for any such legal action shall be in Hillsborough County, Florida, and the substantially prevailing party shall be entitled to recover from the other party all fees and costs incurred, including without limitation reasonable attorney’s fees and costs, paralegal fees, and expert witness fees.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice to the other party to this Contract, it will be deemed to have been validly given if delivered to the Authorized Representative of the other party:

1. In person, by a commercial courier service or otherwise; or
2. By registered or certified mail, postage prepaid; or
3. By e-mail, with the words “Formal Notice” or similar in the e-mail’s subject line.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. Unless expressly stated otherwise in this Contract, the duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, or waiver of, any rights and remedies available to any or all of them which are otherwise imposed or available by:

1. Laws or Regulations; or
2. Any special warranty or guarantee; or
3. Other provisions of the Contract.

B. The provisions of Paragraph 17.03.A will be as effective as if repeated specifically in the Contract in connection with each particular duty, obligation, right and remedy to which they apply.

17.04 Limitation of Damages

A. With respect to this Contract and any and all Claims and other matters at issue, neither Owner nor its supervisors or staff shall be liable to Design-Builder for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys,
and other professionals and all court or arbitration or other dispute resolution costs) sustained by Design-Builder on or in connection with any other project or anticipated project.

17.05 **No Waiver**

A. A party’s non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.06 **Survival of Obligations**

A. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

17.07 **Controlling Law**

A. The Contract Documents will be construed in accordance with the law of the place of the Project.

17.08 **Headings**

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

17.09 **Sovereign Immunity**

A. Design-Builder and Owner agree that nothing in this Contract shall be deemed as a waiver of the Owner’s sovereign immunity or the Owner’s limits of liability as set forth in Section 768.28, Florida Statutes or other statute or law, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

17.10 **No Third Party Beneficiaries**

A. Except with respect to Design-Builder’s indemnification of the Indemnitees pursuant to Section 7.19 herein, and except as otherwise specifically provided herein, this Contract is solely for the benefit of Owner and Design-Builder and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract (specifically including but not limited to any design professionals, subcontractors, or material suppliers directly engaged by Design-Builder). Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than Owner and Design-Builder any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon Owner and Design-Builder and their respective representatives, successors, and assigns.
SUPPLEMENTARY CONDITIONS RELATING TO
SUBSURFACE CONDITIONS AND INSURANCE REQUIREMENTS

The following supplements establish insurance limits and other requirements relating to Article 6 of the *Standard General Conditions of the Contract between Owner and Design-Builder*, EJCDC Document No. D-700, 2016 Edition (the “General Conditions”), as well as identify certain reports relating to subsurface and physical conditions at the site, which reports relate to Article 5 of the General Conditions. Other changes have been marked directly in underlined and strike-through on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

Pursuant to Paragraph 5.02.E. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner and were used by Emergency Work Project Engineer in the preparation of the Reconstruction Solution:

1. Report dated May 2015 prepared by Langan Engineering and Environmental Services, Inc. The Technical Data contained in such report are Langan’s Confirmation Borings Location Plan and Subsurface Profiles.

2. Report dated August 13, 2012 prepared by HSA Engineers & Scientists and entitled “Results of Hand Cone Soundings Harbor Bay CDD (Mira Bay) Seawall Study.” The Technical Data contained in such report are the results of hand cone soundings.


Pursuant to Paragraph 5.02.E. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner:

1. None
ARTICLE 6 – BONDS AND INSURANCE

6.03 Design-Builder’s Insurance

Add the following new paragraphs after Paragraph 6.03.J. of the General Conditions:

K. The limits of liability for the insurance required by this paragraph 6.03 shall provide coverage for not less than the following amounts:

1. Workers’ Compensation under Paragraph 6.03.A. of the General Conditions:
   a. State Worker’s Compensation – Greater of statutorily required amount or $1,000,000 per occurrence / $1,000,000 aggregate / $1,000,000 per disease
   b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or $1,000,000
   c. Employer’s Liability – $1,000,000

2. Commercial (Marine) General Liability Insurance under Paragraphs 6.03.B., 6.03.C., and 6.03.D. of the General Conditions:
   a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence – $2,000,000
   b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate – $2,000,000
   c. Products-Completed Operations – $2,000,000
   d. Personal and Advertising Injury – $1,000,000
   e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

3. Automobile Liability under paragraph 6.03.E. of the General Conditions:
   a. Bodily Injury:
      Each Person $1,000,000
      Each Accident $2,000,000
   Property Damage:
      Each Occurrence $1,000,000

4. Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) $1,000,000

5. Protection and Indemnity Insurance $1,000,000

6. The Contractual Liability coverage required by paragraph 6.03.C. of the General Conditions shall provide coverage for not less than the following amounts:
   a. General Aggregate $2,000,000
   b. Bodily Injury and Property Damage
7. Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)
   a. General Aggregate $5,000,000
   b. Each Occurrence $5,000,000

8. Installation Floater to protect against fire, theft, or other loss of Project materials
   $2,000,000

L. All insurance policies secured by Design-Builder pursuant to the General Conditions shall be written on an “occurrence” basis to the extent permitted by law. The Design-Builder’s commercial (marine) general liability, contractual liability, automobile liability, umbrella, and pollution liability policies shall include and list as additional insureds the following: Owner, the District Engineer, the District Counsel, Park Square Enterprises, LLC, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals (the “Additional Insureds”). By virtue of such Additional Insureds being named as additional insureds to the aforementioned insurance policies or as indemnitees herein, such Additional Insureds are not responsible for any of the terms and/or provisions of the Contract and Design-Builder shall look only to the Owner regarding all obligations and liabilities arising from the Contract. A waiver of subrogation endorsements shall also be issued in favor of the Additional Insureds with respect to the Worker’s Compensation, Commercial General Liability, and Automobile Liability policies.

M. Design-Builder shall also require its Construction Subcontractors and Engineer to (1) obtain and maintain the insurance coverages identified in 6.02.E of the General Conditions for the coverage amounts identified above, and (2) include and list the Additional Insureds.

N. Such insurance as listed above is in addition to all other insurance required under the Contract.
June, 19 2019

Harbor Bay Seawall Retrofit
Mirabay Blvd
Apollo Beach, Fl

Dear Mr. Woodcock,

Florida Structural Group and its design professionals have reviewed the attached repair concepts provided by Cardno for bid purposes. We have found the general concepts to be in conformance with State and County requirements. We also believe that it is imperative that we perform the same scope of work currently being performed by the sea wall contractor on site. The reason for these findings is that the existing concepts have been approved for construction and the existing “emergency repairs” performed by others will ultimately “tie” into the new work we will be performing.

Given these findings we believe performing the work as outlined above is the right approach to ensuring that the final design after award of the contract will adhere to the requirements of the existing permits and the project design criteria.

The mangrove trimming has been coordinated between Park Square Homes and Florida Structural Group. This work can be added into the contract in the scope of work section at no additional cost to the CDD. This work will be addressed between FSG & PSH.

Sincerely,

Brian W Peachey
President
Florida Structural Group
# SUMMARY OF ESTIMATED QUANTITIES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
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<tbody>
<tr>
<td>Typical Sheet Pile Wall</td>
<td>LF</td>
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</tr>
<tr>
<td>Poured Sheet Pile Wall</td>
<td>LF</td>
<td>831</td>
</tr>
<tr>
<td>Restrictor Sheet Pile Wall</td>
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<td>356</td>
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<tr>
<td>Tie Back Anchors</td>
<td>EA</td>
<td>820</td>
</tr>
<tr>
<td>Deck Repairs</td>
<td>EA</td>
<td>108</td>
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Quantities are not guaranteed and may vary due to the actual field conditions encountered.

---

**NOTES:**

The work for this project consists of the installation of an FM sheet pile wall with a concrete cap and tie back anchors. The work includes furnishing all necessary labor, materials, and equipment required to construct the sheet pile walls as shown in these plans. Any items necessary to complete the work that are not specifically included in a pay item shall be considered incidental to the project.

Specifications for all materials shall be submitted to the Engineer for acceptance prior to construction.

Defective materials delivered to the site shall be rejected by the Engineer and replaced at no additional cost.

The Sheet Pile Wall Pay Item shall be quantified by linear foot as measured along the centerline of the sheet pile from the first concrete cap joint to the last. The cost per linear foot shall include all sheet pile, formwork, support, pile driving, concrete, steel reinforcement, expansion joints, backfill, geotextile fabric, excavation, rebar, pipe, pipe, utility restoration, earthwork, cone pile removal, deck, millimeter removal, concrete removal, and proper disposal of all removed and unused material. For soil conditions or a pipe pile which may be present and installing sheet pile through them is considered incidental. It is not anticipated that rock will be encountered within this scope of work.
GENERAL NOTES

ELEVATIONS:
Elevations are in feet and are referenced to the NGVD 1929.

MATERIALS:
Materials used for this project must be in accordance with the project drawings and specifications, unless otherwise noted or approved by the Engineer. All materials shall conform to the following:

CONCRETE:
Concrete for bulkheads shall meet the requirements of FDOT Class IV with a minimum 28-day compressive strength of 3,000 psi with Silica Fume, Replacement or Limited Fy 295.
Concrete for dead man shall meet the requirements of FDOT Class V with a minimum 28-day compressive strength of 4,000 psi.
The concrete environment throughout is classified as extremely aggressive. The minimum cover shall be 3". Metal bar supports in contact with external surfaces shall not be allowed.
Preferred joint filler material for expansion joints shall meet the requirement of ASTM D1571 or ASTM D7531, Type I, Type II, or Type III.

STEEL REINFORCEMENT:
Steel reinforcement bars shall be conform to the requirements of ASTM A615, Grade 60.

DRAINAGE MATERIALS:
Drainage tiles used as backfill behind bulkheads shall be approved environmentally clean tile graded course-grained sand with less than 5% fine material passing the #200 sieve. Laboratory test results and samples of this material shall be provided to the Engineer for approval.

Perforated PVC Pipe for weep hole drainage shall be schedule 40 with a O.D. 2 0/32" wall thickness.

Concrete shall be nontoxic. HY-100 or approved equivalent.

FIBER REINFORCED POLYMER (FRP) COMPOSITE SHEET PILE:
The FRP sheet piling shall be produced per manufacturer’s recommendations. Approved FRP sheet piles include Evertak Everpalm 25, L. Creative Polymers Supercil 1250 Series, Cram Materials International UC-30, or an equivalent approved by the Engineer. The sheet piling transported to the project shall be free from visible cracks, indentations and other noticeable defects.

Minimum Properties
Moment of Inertia = 53 in^4/ft
Section Modulus = 13 in^3/ft
Thickness = 0.25 in
Allowable Moment = 10,980 ft-lbf/m

The sheet piles shall be driven to the top elevations provided in the plans. Where localized hard or impermeable zones prevent driving to the specified depth, the pile shall be driven to refusal and the Engineer shall be notified to evaluate the conditions and provide direction.

Cutting and Drilling - FRP sheet piles can be cut using carbide tipped saw blades, and drilled with carbide or carbide tipped bits. Any required sheet piling cutting shall be approved by the engineer.

TIE BACK DEADMAN ANCHORS:
The back anchor shall consist of Manila Anchor System, MR-5R, or equivalent approved by the Engineer. Dead man anchors shall consist of cast or precast reinforced concrete. Anchor rods for the tie back walls shall be ASTM F959 Type 304 or stainless steel seamless with stainless steel nuts. Anchor rods for all other walls shall be hot dip galvanized ASTM A572 steel or equivalent. All other components of the tie back system shall be hot-dip galvanized.

FLOWABLE Fill:
Flowable fill shall meet the requirements of the FDOT Standard Specifications for excavatable flowable fill.

EPOXY MORTAR:
Epoxy mortar shall be Hot Mix 100 or approved equivalent.

COLD GALVANIZING:
Cold galvanizing compound shall contain at least 92% zinc dust in the dry film. Prior to application, the metal surface shall be wire brush cleaned to remove rust, loose rust, or other contaminants. Coating shall be absent to provide a minimum thickness of 3 mils.

SEAWALL REPAIRS
SECTON I
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

WORK HOURS:
Work hours for construction shall be between 7:00am and 6:00pm Monday through Saturday.

INSPECTION AND MONITORING:
The engineer will frequently inspect and document geotechnical activities such as sheet pile placement and the construction of structural components such as steel reinforcement assembly. The Contractor shall provide access to the Engineer, as requested, for these inspection activities.

CONCRETE COMPRESSION TESTING:
All placed concrete for the culvert/structure caps shall be sampled and compression tested by an independent material testing laboratory.

A delivery ticket shall be provided to the Engineer for each batch of concrete delivered. The maximum allowable transit time for concrete is 90 minutes.

Upon delivery, sample concrete at 50 cubic yard intervals or at least once a day during concrete placements.

Make 3 representative concrete cylinders for compression testing in accordance with ASTM C31.

Perform Compression tests on individual cylinders at 28 days in accordance with ASTM C39.

PROTECTION OF PEOPLE AND PROPERTY:
During all construction activities, Contractor shall provide protection, which shall include, but not be limited to:

Installation and maintenance of fences, barricades, and warning signs, as required, to create a safe working environment for field personnel and residents.

With respect to protecting existing structures, utilities, sidewalks, pavement, and other facilities, Contractor shall implement reasonable and customary precautions consistent with Section 7.12 of the General Conditions.

BACKFILLING:
The existing near surface soil that underlies the upland area is not a suitable quality fill material for wall drainage purposes. Backfill material should be approved imported, environmentally and geotechnically clean, inert granular material with less than 5% fines passing the #200 sieve and no particles larger than 2 inches. All backfill placed beyond the bulkhead shall be hydraulically compacted.

CAP FORMWORK:
The Contractor is solely responsible for the construction and safety of erected formwork.

All materials used for formwork shall be installed to correct dimensions that ensure proper alignment. Small gaps shall be installed for the level maintenance of concrete.

Formwork shall be watertight to prevent any seepage leakage.

RESTORATION OF LANDSCAPING:
Upon completion of the drainage material placement as shown in the plans, the Contractor shall restore all irrigation lines to their original condition along with the sodded area surface.

Sod shall be Berilast Bermuda Grass. Fasers disturbed by construction shall be removed and stacked neatly on site. Sod shall be reinstalled in rows of restricting the panels.

Conducts that will pass through the bulkhead, which are required to feed utility lines (electric, water) from the land area utility supply lines to the docks, must be approved by the Engineer and installed by the Contractor.

Any docks impacted by the construction of a new or refurbished bulkhead cap shall be repaired and restored to their original condition.

EXISTING CONDITIONS:
The existing conditions presented in the plans are based on the information available and are not guaranteed. The Contractor is responsible to construct the sheet pile walls based on their own field measurements and field test or output wall components as necessary.

If conditions of the existing existing seawall shown in the plans or if rock is encountered, the Contractor shall notify the Engineer for evaluation and direction.

Cardno
Incorporated
Office 813.436.5000
Fax 813.436.5222
cardno@cardno.com
www.cardno.com

GENERAL NOTES

PROJECT NO:
GEORECN-2019

PLANNING DATE:
9/27/19

ASSIGNED DUE DATE:
11/4/19

PROJECT MANAGER:

draft 3

Sheet 3
NOTES:

1. TIE BACK SHAL BE INSTALLED AT LOCATIONS AS INDICATED ON THE PLAN VIEW OF EACH REPAIRED AREA IN THE PRESENCE OF THE ENGINEER.

2. PRIOR TO TIE BACK INSTALLATION, ALL UNDERGROUND UTILITIES SHALL BE LOCATED AND CLEARLY MARKED OUT AT THE SITE. CONFLICTS SHALL BE COORDINATED WITH THE ENGINEER.

3. FLOWABLE FILL SHALL BE PLACED BETWEEN THE ORIGINAL SHEET PILE AND THE NEW SHEET PILE TO THE REQUIRED NEW CAP BOTTOM SUCH THAT THE FLOWABLE FILL DOES NOT INTERFERE WITH THE NEW ANCHOR RODS. PROOF TEST ALTERNATE FILL MATERIAL MAY BE SUBSTITUTED WITH PRIOR APPROVAL OF THE ENGINEER.

4. A PROOF TEST SHALL BE PERFORMED ON ALL ANCHORS TO A MAXIMUM LOAD OF 16 KIPS.

5. THE MAXIMUM TEST LOAD SHOULD BE HELD FOR ONE MINUTE WITH NO MORE THAN 1/4 INCH OF MOVEMENT.

6. AFTER SUCCESSFUL COMPLETION OF THE PROOF TEST, THE ANCHOR SHALL BE BOLTED TO THE NEW FRP SHEETS WITH GALVANIZED STEEL PLATES, BOLTS, AND NUTS.

7. SEAL WEPP HOLE DRAIN TUBES WITH 3M 5200 MARINE ADHESIVE SEALANT OR EQUIVALENT AT EXIT POINT WITH FRP SHEETPILE.
NOTES:

1. EXISTING TIE BACK LOCATIONS SHOWN ARE APPROXIMATE AND NOT GUARANTEED.

2. FIELD LOCATE EXISTING TIE BAKS AND LOCATE NEW TIE BACK ANCHORS APPROXIMATELY HALFWAY BETWEEN THE EXISTING. FINAL LAYOUT SHALL BE COORDINATED WITH THE ENGINEER.

3. INSTALL EXPANSION JOINTS IN NEW CAP TO MATCH EXPANSION JOINT LOCATIONS IN EXISTING CAP.

4. WHERE NECESSARY TO FIT NEW SHEET PILE BETWEEN TWO EXISTING INTERLOCKS, LAP NEW SHEET PILE MINIMUM OF 18" LONGITUDINALLY OR NEAR SHEET PILE A LAP JOINT WHERE APPLICABLE.
FLOWABLE FILL BETWEEN EXISTING AND NEW SHEET PILE

EXISTING PVC SHEET PILE

EXISTING RETAINING WALL (SEE NOTE 3)

EXISTING GRADE (VARIANCE)

NEW FRP SHEET PILE 16' 0" LONG

NOTE: TOP OF CAP AND SHEET PILE TIP ELEVATIONS VARY AS FOLLOWS

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<th>LOCATION</th>
<th>TOP OF CAP ELEV</th>
<th>SHEET PILE TIP ELEV</th>
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<tr>
<td>SEA TURTLE PL</td>
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<tr>
<td>TORTOISE PL</td>
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<tr>
<td>SEA TURTLE PL</td>
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</tbody>
</table>

*VARIANCE

TYPICAL NEW WALL CROSS SECTION AT PONDS

BAR BEND DIAGRAM

NOTES:

1. FLOWABLE FILL SHALL BE PLACED BETWEEN THE ORIGINAL SHEET PILE AND THE NEW SHEET PILE TO THE REQUIRED NEW CAP BOTTOM

2. A SECTION OF THE EXISTING POND WALL AT SEA TURTLE PL CONSISTS OF A STEEL PILE WALL. THE REPAIRS SHALL REMAIN THE SAME FOR BOTH TYPES.
TYPICAL RESTRICTOR WALL CROSS SECTION

1. Tie back shall be located in the field and spaced at 7'-0" max. Tie backs shall also be located on both sides of an expansion joint at a distance of 7'-0".

2. Prior to tie back installation, all underground utilities shall be located and clearly marked out at the site. Conflicts shall be coordinated with the engineer.

3. Flowable fill shall be placed between the original sheet pile and the new sheet pile to the required new cap bottom such that the flowable fill does not interfere with the new anchor rod. Proof test. (Alternate fill material may be substituted with prior approval of the engineer.)

4. A proof test shall be performed on all anchors to a maximum load of 16 kips.

5. The maximum test load should be held for one minute with no more than 1/8" inch of movement.

6. After successful completion of the proof test, the anchor shall be bored to the new FRP sheet with galvanized steel plates, bolts, and nuts.

7. See sheet 4 for cap reinforcement details.

Cardno
Seawall Repairs
Section 1

Harbor Bay
Community Development District
SUMMARY OF ESTIMATED QUANTITIES

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<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
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<td>Mud Slim Sheet Pile Wall</td>
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<td>Restricted Sheet Pile Wall</td>
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<tr>
<td>Tie Rod Anchors</td>
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<td>1040</td>
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<tr>
<td>Deck Repairs</td>
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Quantities are not guaranteed and may vary due to the actual field conditions encountered.

NOTES:

The work for this project consists of the installation of an FRP sheet pile wall with a concrete cap and tie back anchors. The work includes furnishing all necessary labor, materials, and equipment required to construct the sheet pile walls as shown in these plans. Any items necessary to complete the work that are not specifically itemized in a pay item shall be considered incidental to the project.

Specifications for all materials shall be submitted to the Engineer for acceptance prior to construction.

Defective materials delivered to the site shall be rejected by the Engineer and replaced at no additional cost.

The Sheet Pile Wall Pay Item shall be quantified by linear foot as measured along the centerline of sheet pile from the first concrete cap joint to the last. The cost per linear foot shall include all sheet piles, turbulence barriers, cost of sheeting, erection, excess, formation fill, PVC weary hose, concrete, steel reinforcement, expansion joint, backfill, geotextile fabric, vibration rebar, rebar, drilled tieback rebar, tieback, tieback testing, tieback repair, utility restoration, erosion control, tieback removal, sheet pile removal, drain pipe removal, rebar concrete removal, and proper disposal of all removed and unused material. Sumps shall be used to contain and divert sheet piling to prevent damage to existing utilities or other facilities. Sumps shall be connected to a site drainage system.

It is not anticipated that rock will be encountered within this scope of work.
### GENERAL NOTES

**ELEVATIONS:**
Elevations are in feet and are referenced to the NAVD 1929.

**MATERIALS:**
Materials used for this project must be in accordance with the project drawings and specifications, unless otherwise noted or approved by the Engineer. All materials shall conform to the following:

- **Concrete:**
  - Concrete for sidewalks shall meet the requirements of FDOT Class IV with a minimum 28-day compressive strength of 3,000 psi with Silica Fume, Metakaolin or Ultrafine Fly Ash.
  - Concrete for deadmen shall meet the requirements of FDOT Class IV with a minimum 7-day compressive strength of 4,000 psi.
  - The concrete environment is classified as extremely aggressive. The minimum lean cover shall be 3". Retail bar spacers in contact with exterior surfaces shall not be allowed.

- **Steel Reinforcement:**
  - Steel reinforcement bars shall conform to the requirements of ASTM A615 Grade 60.

- **Drainage Materials:**
  - Drainage slots used as backfill behind sidewalks shall be approved environmentally clean free draining coarse-grained sand with WSP less than 5% fine material passing the #200 sieve. Laboratory test results and samples of this material shall be provided to the Engineer for approval.
  - Perforated PVC pipe for veep hole drainage shall be schedule 40 with a 0.025" slot width.
  - Geotextile shall be Coroform F7000 or approved equivalent.

- **Fiber Reinforced Polymer (FRP) Composite Sheet Pile:**
  - The FRP sheet pile shall be pultruded Z-shaped sections with a flange and socket interlock. The FRP sheet pile shall be approved by the Engineer. The sheet pile shall be free from visible cracks, interlocks, and other substandard defects.

- **Nominal Properties:**
  - Moment of Inertia: 57 in^4
  - Section Modulus: 12 in^3
  - Thickness: 0.25 in
  - Allowable Stress: 10,800 psi

  The sheet piles shall be driven to the top elevations provided in the plans, where localized hard or uncompacted zones prevent driving to the specified depth, the pile shall be driven to refusal and the Engineer shall be notified to evaluate the conditions and provide direction.

- **Casting and Drilling:**
  - FRP sheet pile can be cut using carbide tipped masryery blades and drilled with a carbide or cobalt tipped bits. Any required sheet pile拼接 shall be approved by the engineer.

- **Tie Backs and Dead Man Anchors:**
  - Tie back anchors shall consist of Manta Ray Anchor System, MR-SR, or equivalent approved by the Engineer.

- **Flowable Fill:**
  - Flowable fill shall meet the requirements of the FDOT Standard Specifications for excavable flowable fill.

- **Epoxies and Mortar:**
  - Epoxy mortar shall be Hits Hit RF 100 or equivalent.

- **COLD GALVANIZING:**
  - Cold galvanizing compound shall contain at least 92% zinc dust in the dry film. Prior to application, the metal surface shall be wire brushed cleaned to remove dirt, loose rust, or other contaminants. Coating shall be applied to produce a minimum thickness of 2 mils.

### WORK HOURS

**Work Hours:**
Work hours for construction shall be between 7:00am and 5:00pm Monday through Saturday.

**Inspection and Monitoring:**
The Engineer will frequently monitor and document geotechnical activities such as test pile placement and the construction of support components such as steel reinforcement assembly. The Contractor shall provide access to the Engineer, as requested, for these inspection activities.

**Concrete Compression Testing:**
All placed concrete for the refurbished caps shall be monitored and compression tested by an independent materials testing laboratory.

A delivery ticket shall be presented to the Engineer for each batch of concrete delivered. The maximum allowable transit time for concrete is 90 minutes.

Upon delivery, samples concrete at 50 cubic yard intervals or at least once a day during concrete placements.

Place 3 representative concrete cylinders for compression testing in accordance with ASTM C31 Perform Compression tests on individual cylinders at 28 days in accordance with ASTM C39

**Protection of People and Property:**
During all construction activities, Contractor shall provide protection which shall include, but not be limited to:

- Installation and maintenance of fences, barricades, and warning signs, as required, to create a safe working environment for field personnel and residents.

- With respect to protecting residential structures, utilities, sidewalks, pavements, and other facilities, Contractor shall implement reasonable and customary precautions consistent with Section 7.12 of the General Conditions.

**Backfilling:**
- The existing near surface soil that underlies the upland swale is not a suitable fill material for wall drainage purposes. Bulk fill material shall be approved imported, environmentally, and geotechnically clean, inert, granular material with less than 5% fines passing the #200 sieve and no particles larger than 1.5". All bulk fill placed behind the bulkhead shall be hydraulically compacted.

**Cap Formwork:**
- The Contractor is solely responsible for the construction and safety of erected formwork.

- All materials used for formwork should be installed to correct dimensions that assure proper alignment. Level guides shall be installed for the level maintenance of concrete.

- Formwork should be watertight and free of leaks.

**Restoration of Landside Swale and Docks:**
Upon completion of the drainage material placement as shown in the Plans, the Contractor shall restore all open drainage lines to their original condition along with the graded swale surface.

- Seawalls shall be covered with Bermuda Grass. Patios disturbed by construction shall be removed and regraded near the site Seawalls shall be installed in lieu of restoring the pavers.

- Conducts that will pass through the bulkhead, which are required to feed utility lines behavior, will be from the landside utility supplier. Ties to the docks, must be approved by the Engineer and installed by the Contractor.

- Any docks impacted by the construction of a new or refurbished bulkhead cap shall be repaired and restored to their original condition.

**Existing Conditions:**
The existing conditions presented in the Plans are based on the information available and are not guaranteed. The Contractor is responsible for constructing the sheet pile walls based on their own field measurements and field fit or adapt wall components as necessary.

If conditions of the existing seawall deviate in a manner that does not allow for the installation of the new seawall as shown in the Plans or if rock is encountered, the Contractor shall notify the Engineer for evaluation and direction.
TYPICAL NEW WALL CROSS SECTION

NOTES:
1. TIE BACK SHALL BE INSTALLED AT LOCATIONS AS INDICATED ON THE PLAN VIEW OF EACH REPAIRED AREA IN THE PRESENCE OF THE ENGINEER.
2. PRIOR TO TIE BACK INSTALLATION, ALL UNDERGROUND UTILITIES SHALL BE LOCATED AND CLEARLY MARKED OUT AT THE SITE. CONFLICTS SHALL BE COORDINATED WITH THE ENGINEER.
4. A PROOF TEST SHALL BE PERFORMED ON ALL ANCHORS TO A MAXIMUM LOAD OF 10 KIPS.
5. THE MAXIMUM TEST LOAD SHOULD BE HELD FOR ONE MINUTE WITH NO MORE THAN 1/2 INCH OF MOVEMENT.
6. AFTER SUCCESSFUL COMPLETION OF THE PROOF TEST, THE ANCHOR SHALL BE BONDED TO THE NEW FRP SHEETS WITH GALVANIZED STEEL PLATES, BOLTS, AND NUTS.
7. SEAL HOLE DRILL TUBES WITH 3/20 MARINE ADHESIVE SEALANT OR EQUIVALENT AT EXIT POINT WITH FRP SHEET.
SEAWALL REPAIRS
SECTION II
HARBOR BAY
COMMUNITY
DEVELOPMENT DISTRICT

NOTES:
1. SEE SHEET S FOR ADDITIONAL NOTES.
2. CAP LONGITUDINAL BARS 2'-0" AT SPLICES.
3. MATCH 1/2" Expansion joints to existing locations. Stop longitudinal bars 3'-0" clear of expansion joint.
4. IN ISOLATED LOCATIONS, WHERE THE EXISTING CONCRETE CAP IS FRAC TURED, THE CONCRETE SHALL BE REMOVED AND THE PROPOSED CAP SHALL ENCAPSULATE THE EXISTING PVC SHEET PILE

NOTE: CAP REINFORCEMENT NOT SHOWN FOR CLARITY

Drafting: Cardno
7/19/2019
Sheet: 1 / 1

Cardno
Shaping the Future

TYPICAL SEAWALL
DETAILS (2 OF 2)
NOTES:

1. EXISTING TIE BACK LOCATIONS SHOWN ARE APPROXIMATE AND NOT GUARANTEED.

2. FIELD LOCATE EXISTING TIE BACKS AND LOCATE NEW TIE BACK ANCHORS APPROXIMATELY HORIZONTAL BETWEEN THE EXISTING. FINAL LAYOUT SHALL BE COORDINATED WITH THE ENGINEER.

3. INSTALL EXPANSION JOINTS IN NEW CAP TO MATCH EXPANSION JOINT LOCATIONS IN EXISTING CAP.

4. WHERE NECESSARY TO FIT NEW SHEET PILE BETWEEN TWO EXISTING INTERLOCKS, LAP NEW SHEET PILE MINIMUM OF 0" CONSECUTIVELY CUT NEW SHEET PILE A LAP JOINT WHERE APPLICABLE.
NOTES:
1. Flowable fill shall be placed between the original sheet pile and the new sheet pile to the required new cap elevation.
2. See Sheet 6 for cap reinforcement details.
SEAWALL REPAIRS - SECTION III
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
CONTRACT PLANS

MIRABAY COMMUNITY
APOLLO BEACH, FL

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Project Location

Cardno

REVISIONS

PROJECT NO: 98023081-02

DATE | REVISION | DESCRIPTION
--- | --- | ---

Signature: P.纳税人

Cardno Incorporated

Shaping the Future
**NOTES:**

The work for this project consists of the installation of an FIP sheet pile wall with concrete cap and tie back anchors. The work includes furnishing all necessary labor, materials, and equipment required to construct the sheet pile walls as shown in these plans. Any items necessary to complete the work that are not specifically included in a pay item shall be considered incidental to the project.

Specifications for all materials shall be submitted to the Engineer for acceptance prior to construction.

Defective materials delivered to the site shall be rejected by the Engineer and replaced at no additional cost.

The Sheet Pile Wall Pay Item shall be quantified by linear foot as measured along the centerline of sheet pile from the first concrete cap joint to the last. The cost per linear foot shall include all sheet piles, concrete cap, backfill, and backfill placement, geotextile fabric, irrigation repairs, sediment control, tie back anchors, tie back testing, backfill placement, foundation support, and proper disposal of all removed and unused material. Due care shall be exercised to protect the existing utilities and structures from damage during construction.

If it is anticipated that rock will be encountered within the scope of work, an additional cautious work plan shall be provided.
GENERAL NOTES

ELEVATIONS
Crestpoints are in feet and are referenced to the NAVD 1929.

MATERIALS
Materials used for this project must be in accordance with the project drawings and specifications. Work is otherwise not or approved by the Engineer. All materials shall conform to the following:

CONCRETE:
Concrete for bulkheads shall meet the requirements of FDOT Class III with a minimum 28-day compressive strength of 5,000 psi with Silica Fume, Metakaolin or Fly Ash
Concrete for deadmen shall meet the requirements of FDOT Class IV with a minimum 28-day compressive strength of 4,000 psi.

The concrete environment throughout is classified as extremely aggressive. The minimum clear cover shall be 3". Metal bar supports in contact with exterior surfaces shall not be allowed.

Perform pour the material for expansion joints shall meet the requirements of ASTM D1575 or ASTM D1576, Type I, Type II, or Type III.

STEEL:
Reinforcement bars shall be conform to the requirements of ASTM A615, Grade 60.

DRAINAGE MATERIALS:
DRAINAGE pipe used as accordion should be approved environmentally safe free draining course of sand with less than 3% fine material passing the #200 sieve. Laboratory test results and samples of this material shall be provided to the Engineer for approval.

Perforated PVC Pipe for weep hole drainage shall be schedule 40 with a 0.32" slot width.

REINFORCED POLYMER (RPR) COMPOSITE SHEET PILE:
The RPR sheet pile shall be produced in sections with a bolt and socket interface. The RPR sheet piles shall be grouted with grout in accordance with FDOT Sheet Pile Specifications. Canal Materials Company, International UC-30, or an equivalent approved by the Engineer. The sheet piles delivered to the project shall be free from visible cracks, delaminations and other noticeable defects

Minimum Properties:
Moment of Inertia = 50 in^4 ft
Section Modulus = 18 in ft
Thickness = 0.25 in
Allowable Moment = 10,000 ft lb

The sheet piles shall be driven to the top elevations provided in the plans. Where required, hand or air hammers shall be used to drive the piles to the specified depth. The piles shall be driven to refusal and the Engineer shall be notified to evaluate the conditions and give instructions.

Cutting and Drilling - RPR sheet pile can be cut using carbide edge masonry blades and drilled with carbide or cobalt tipped bits. Any required sheet pile cutting shall be approved by the engineer.

TIE BACK & DEAD MAN ANCHORS:
Tie back anchors shall be a Manila Anchor System, HR 5R, or equivalent approved by the Engineer. Dead man anchors shall consist of cast in-place reinforced concrete. Anchor rods for the retractor walls shall be ASTM F993 type 304 or 316 stainless steel with stainless steel nuts. Anchor rods for all other walls shall be hot-dip galvanize ASTM A36 steel or equivalent. All components of the tie back system shall be hot-dip galvanized.

FLOWABLE FILL:
Flowable fill shall meet the requirements of the FDOT Standard Specifications for excavatable flowable fill.

EPOXY MORTAR:
Epoxy mortar shall be hits HIT-RE 109 or approved equivalent.

CATHODIC PROTECTION:
Cathodic protection anode shall contain at least 92% zinc dust in the dry film. Prior to application, the initial surface shall be wire brush cleaned to remove dirt, loose rust, or other contaminants. Coating shall be applied to produce a minimum thickness of 2 mils.

WORK MUGS:
Work hours for construction shall be between 7:00am and 6:00pm Monday through Saturday.

INSPECTION AND MONITORING:
The Engineer will frequently monitor and document geotechnical activities such as sheet pile placement and the construction of structural components such as steel reinforcement assembly. The Contractor shall provide access to the Engineer, as requested, for these inspection activities.

CONCRETE COMPRESSION TESTING:
All placed concrete for the reached bents shall be sampled and compression tested by an independent materials testing laboratory.

A delivery ticket shall be provided to the Engineer for each batch of concrete delivered. The maximum allowable transit time for concrete is 50 minutes.

Upon delivery, sample concrete at 50 cubic yard intervals or at least once a day during concrete placements.

Make 5 representative concrete cylinders for compression testing in accordance with ASTM C39.

Perform tests on samples delivered at 28 days in accordance with ASTM C39.

PROTECTION OF PEOPLE AND PROPERTY:
During all construction activities, Contractor shall provide protection, which shall include, but not be limited to:

Installation and maintenance of fences, barriers, and warning signs, as required, to create a safe working environment for site personnel and residents.

With respect to protecting residential structures, utilities, sidewalks, pavements, and other facilities, Contractor shall implement reasonable and customary precautions consistent with Section 7.12 of the General Conditions.

BACKFILLING:
The existing berm surface soil that underlies the berm will not be a suitable quality fill material for wall drainage purposes. Backfill material should be approved imported, environmentally and geotechnically clean, and free of material less than 5% fines passing the #200 sieve and no particles larger than 6 inches. All backfill placed behind the bulkhead shall be hydraulically compacted.

CAP FRAMEWORK:
The Contractor is responsible for the construction and safety of the framework.

All materials used for framework should be installed to correct dimensions that assure proper placement and level grades shall be installed for the level maintenance of concrete.

Framework should be watertight to avoid any water leakage.

RESTORATION OF LANDSIDE SWALE AND DOLLS:
Upon completion of the drainage material placement as shown in the plans, the Contractor shall restore all irrigation lines to their original condition along with the sodded swale surface.

Sidewalk shall be Celebration Bermuda Grass. Pavers disturbed by construction shall be removed and replaced nearly on site. Seat shall be installed in lieu of replacing the pavers.

Culverts that will pass through the bulkhead, which are required to feed utility lines (electric, water) from the landscape utility supply lines to the docks, must be approved by the Engineer and installed by the contractor.

Any docks impacted by the construction of a new or refurbished bulkhead cap shall be repaired and restored to their original condition.

EXISTING CONDITIONS:
The existing conditions presented in the plans are based on the information available and are not guaranteed.

The Contractor is responsible to construct the sheet pile walls based on their own field measurements and field fit to adjust wall components as necessary.

If conditions of the existing bulkhead deviate in a manner that does not allow for installation of the new seawall as shown in the plans or if rock is encountered, the Contractor shall inform the Engineer for evaluation and direction.
NOTES:

1. TIE BACK SHALL BE INSTALLED AT LOCATIONS AS INDICATED ON THE PLAN VIEW OF EACH REPAIRED AREA IN THE PRESENCE OF THE ENGINEER.

2. PRIOR TO TIE BACK INSTALLATION, ALL UNDERGROUND UTILITIES SHALL BE LOCATED AND CLEARLY MARKED OUT AT THE SITE. CONFLICTS SHALL BE COORDINATED WITH THE ENGINEER.


4. A PROOF TEST SHALL BE PERFORMED ON ALL ANCHORS TO A MAXIMUM LOAD OF 10 KIPS.

5. THE MAXIMUM TEST LOAD SHOULD BE HELD FOR ONE MINUTE WITH NO MORE THAN 0.5 INCH OF MOVEMENT.

6. AFTER SUCCESSFUL COMPLETION OF THE PROOF TEST, THE ANCHOR SHALL BE BOLTED TO THE NEW FRP SHEETS WITH GALVANIZED STEEL PLATES, BOLTS, AND NUTS.

7. SEAL DEEP HOLE DRILL TUBES WITH 3M 5700 MARINE ADHESIVE SEALANT OR EQUIVALENT AT EXIT POINT OF FRP SHEET.

TYPICAL NEW WALL CROSS SECTION
NOTES:

1. EXISTING TIE BACK LOCATIONS SHOWN ARE APPROXIMATE AND NOT GUARANTEED.

2. FIELD LOCATE EXISTING TIE BACKS AND LOCATE NEW TIE BACK ANCHORS APPROXIMATELY HALFWAY BETWEEN THE EXISTING. FINAL LAYOUT SHALL BE CoORDINATED WITH THE ENGINEER.

3. INSTALL EXPANSION JOINTS IN NEW CAP TO MATCH EXPANSION JOINT LOCATIONS IN EXISTING CAP

4. WHERE NECESSARY TO FIT NEW SHEET PILE BETWEEN TWO EXISTING INTERLOCKS, LAP NEW SHEET PILE MINIMUM OF 4'-0" LONGITUDINALLY. CUT NEW SHEET PILE A LAP JOINT WHERE APPLICABLE.
**TYPICAL RESTRICTOR WALL CROSS SECTION**

**TYPE A**

- Match to existing grade
- Existing tie rod
- Existing PCC sheet pile
- New FRP sheet pile 15'-0" long
- Tie back anchor 18'-0" long Min.

**NOTE:** Remove and dispose of existing timber piles.

**TYPICAL RESTRICTOR WALL CROSS SECTION**

**TYPE B**

- Match to existing grade
- Existing tie rod (cut and abandon)
- Existing dead man
- New FRP sheet pile and concrete cap
- Tie back anchor 18'-0" long Min.

**NOTE:** Remove and dispose of existing PVC sheet pile and concrete cap.

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**NOTES:**

1. **TIE BACK SHALL BE LOCATED IN THE FIELD AND SPACED AT 7'-0" MAX.** TIE BACKS SHALL ALSO BE LOCATED ON BOTH SIDES OF AN EXPANSION JOINT AT A DISTANCE OF 2'-0".

2. **PRIOR TO TIE BACK INSTALLATION, ALL UNDERGROUND UTILITIES SHALL BE LOCATED AND CLEARLY MARKED OUT AT THE SITE. CONFLICTS SHALL BE COORDINATED WITH THE ENGINEER.**


4. **A PROOF TEST SHALL BE PERFORMED ON ALL ANCHORS TO A MAXIMUM LOAD OF 10 KIPS**

5. **THE MAXIMUM TEST LOAD SHOULD BE HELD FOR ONE MINUTE WITH NO MORE THAN 1/2" INCH OF MOVEMENT**

6. **AFTER SUCCESSFUL COMPLETION OF THE PROOF TEST, THE ANCHOR SHALL BE BOLTED TO THE NEW FRP SHEETS WITH GALVANIZED STEEL PLATES, BOLTS, AND NUTS.**

7. **SEE SHEET 6 FOR CAP REINFORCEMENT DETAILS.**
Florida Structural Group has provided a cost for the one-time mobilization and demobilization of the site for the performance of the work outlined in this contract. It is understood that including but not limited to tropical storms, hurricanes, tsunamis, tornado’s terrorism, war, vandalism or “acts of god” are beyond the control of the contractor. Should the contractor be required to demobilize and remobilize the site due to one of these events this cost will be passed on to the association per occurrence.

Florida Structural Group’s hourly rates for board up (if requested by the association, or required due to the scopes of work requiring a window, door or storm shutter to be removed), demobilization, remobilization, are as follows:

- **Project Manager** $75.00
- **Foreman** $50.00
- **Field Technicians** $42.00

The rates provided are based on normal working hours which we consider to be 8:30 am – 5:00 pm daily, should overtime be required in order to secure the site overtime rates will be billed at one and a quarter times the hourly rates stated. (EX 1hr x $75.00 x 1.25 = $93.75 per hr) Materials will be supplied at Florida Structural Group’s cost plus tax and a markup of 15% percent.

Both parties understand that this work is additional to the base bid contract and that the owner is responsible for notifying the contractor if the decision is made that the building needs to be protected, and or the site demobilized as the contractor has no legal right to make such a decision.

Florida Structural Group considers 96 – 120 working hours a reasonable time frame to be notified of the owners request for board up pending the landfall of a tropical event, once notified Florida Structural Group will need full access to the structure for including but not limited to extended working times, parking etc as required to prepare the building.

Though Florida Structural Group can provide reasonable impact protection of the openings (plywood) it is understood that Florida Structural Group cannot protect the existing structure from water intrusion or other damage which may result from an “act of god”
## Harbor Bay Community Development Sea Wall Package

**Mirabay Blvd**  
**Apollo Beach, FL**  

### Project No: AB C D E F G H I

| Item No. | Description of Work | SCHEDULED Value | WORK COMPLETED FROM PREVIOUS APPLICATIONS (D+E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE 10% |
|----------|---------------------|-----------------|-----------------------------------------------|-------------|-------------------------------------------|****************************************|--------|------------------------|--------------|
| **OVERHEAD, EQUIPMENT, FUEL, SUPERVISION, STORAGE, DEBRIS REMOVAL / DISPOSAL** | | | | | | | | | | |
| Mobilization | $275,000.00 | $ - | $ - | $ - | 0% | $275,000.00 | $ - | | | |
| General Conditions | $1,635,450.00 | $ - | $ - | $ - | 0% | $1,635,450.00 | $ - | | | |
| Engineering Services | $125,000.00 | $ - | $ - | $ - | 0% | $125,000.00 | $ - | | | |
| Engineering Inspections & Project Mgt | $275,000.00 | $ - | $ - | $ - | 0% | $275,000.00 | $ - | | | |
| Demobilization | $125,000.00 | $ - | $ - | $ - | 0% | $125,000.00 | $ - | | | |
| Floater Insurance | $32,650.00 | $ - | $ - | $ - | 0% | $32,650.00 | $ - | | | |
| Umbrella Policy | $73,000.00 | $ - | $ - | $ - | 0% | $73,000.00 | $ - | | | |
| **Total Job Site Overhead** | $2,641,100.00 | $ - | $ - | $ - | 0% | $2,641,100.00 | $ - | | | |

### Phase I

| Description of Work | SCHEDULED Value | WORK COMPLETED FROM PREVIOUS APPLICATIONS (D+E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE 10% |
|---------------------|-----------------|-----------------------------------------------|-------------|-------------------------------------------|****************************************|--------|------------------------|--------------|
| Dock Removal (131 Each) | $60,000.00 | $ - | $ - | $ - | 0% | $60,000.00 | $ - | | | |
| New CMI Seawall Panels and Related Work (13,142 LFT) | $2,750,000.00 | $ - | $ - | $ - | 0% | $2,750,000.00 | $ - | | | |
| Tie Back Retrofit, Cleaning & Splicing | $460,000.00 | $ - | $ - | $ - | 0% | $460,000.00 | $ - | | | |
| New Concrete Seawall Cap (13,142 LFT) | $2,376,640.00 | $ - | $ - | $ - | 0% | $2,376,640.00 | $ - | | | |
| Electrical Work at Docks | $160,000.00 | $ - | $ - | $ - | 0% | $160,000.00 | $ - | | | |
| Dock Reinstallation (131 Each) | $110,000.00 | $ - | $ - | $ - | 0% | $110,000.00 | $ - | | | |
| Drainage Behind Wall | $305,000.00 | $ - | $ - | $ - | 0% | $305,000.00 | $ - | | | |
| Resident Coordination | $25,000.00 | $ - | $ - | $ - | 0% | $25,000.00 | $ - | | | |
| Swale Restoration, Fill Dirt, Irrigation | $90,000.00 | $ - | $ - | $ - | 0% | $90,000.00 | $ - | | | |
| Sod Replacement | $95,000.00 | $ - | $ - | $ - | 0% | $95,000.00 | $ - | | | |
| Disconnect and Reconnect Plumbing | $32,000.00 | $ - | $ - | $ - | 0% | $32,000.00 | $ - | | | |
| **Total Phase I** | $6,463,640.00 | $ - | $ - | $ - | 0% | $6,463,640.00 | $ - | | | |

### Phase II

| Description of Work | SCHEDULED Value | WORK COMPLETED FROM PREVIOUS APPLICATIONS (D+E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE 10% |
|---------------------|-----------------|-----------------------------------------------|-------------|-------------------------------------------|****************************************|--------|------------------------|--------------|
| Dock Removal (66 Each) | $30,000.00 | $ - | $ - | $ - | 0% | $30,000.00 | $ - | | | |
| New CMI Seawall Panels and Related Work (13,500 LFT) | $2,750,000.00 | $ - | $ - | $ - | 0% | $2,750,000.00 | $ - | | | |
| Tie Back Retrofit, Cleaning & Splicing | $460,000.00 | $ - | $ - | $ - | 0% | $460,000.00 | $ - | | | |
| New Concrete Seawall Cap (13,142 LFT) | $2,444,820.00 | $ - | $ - | $ - | 0% | $2,444,820.00 | $ - | | | |
| Electrical Work at Docks | $80,000.00 | $ - | $ - | $ - | 0% | $80,000.00 | $ - | | | |
| Dock Reinstallation (131 Each) | $56,000.00 | $ - | $ - | $ - | 0% | $56,000.00 | $ - | | | |
| Drainage Behind Wall | $320,000.00 | $ - | $ - | $ - | 0% | $320,000.00 | $ - | | | |
| Resident Coordination | $70,000.00 | $ - | $ - | $ - | 0% | $70,000.00 | $ - | | | |
| Swale Restoration, Fill Dirt, Irrigation | $50,000.00 | $ - | $ - | $ - | 0% | $50,000.00 | $ - | | | |
| Sod Replacement | $54,000.00 | $ - | $ - | $ - | 0% | $54,000.00 | $ - | | | |
| Disconnect and Reconnect Plumbing | $16,500.00 | $ - | $ - | $ - | 0% | $16,500.00 | $ - | | | |
| **Total Phase II** | $6,221,820.00 | $ - | $ - | $ - | 0% | $6,221,820.00 | $ - | | | |

### Phase III

| Description of Work | SCHEDULED Value | WORK COMPLETED FROM PREVIOUS APPLICATIONS (D+E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE 10% |
|---------------------|-----------------|-----------------------------------------------|-------------|-------------------------------------------|****************************************|--------|------------------------|--------------|
| New CMI Seawall Panels and Related Work (5,130 LFT) | $1,150,000.00 | $ - | $ - | $ - | 0% | $1,150,000.00 | $ - | | | |
| Tie Back Retrofit, Cleaning & Splicing | $180,000.00 | $ - | $ - | $ - | 0% | $180,000.00 | $ - | | | |
| New Concrete Seawall Cap (5,130 LFT) | $658,153.00 | $ - | $ - | $ - | 0% | $658,153.00 | $ - | | | |
| Drainage Behind Wall | $125,000.00 | $ - | $ - | $ - | 0% | $125,000.00 | $ - | | | |
| Resident Coordination | $ - | $ - | $ - | $ - | 0% | $ - | $ - | | | |
| Swale Restoration, Fill Dirt, Irrigation | $ - | $ - | $ - | $ - | 0% | $ - | $ - | | | |
| Sod Replacement | $ - | $ - | $ - | $ - | 0% | $ - | $ - | | | |
| Disconnect and Reconnect Plumbing | $ - | $ - | $ - | $ - | 0% | $ - | $ - | | | |
| **Total Phase III** | $2,118,163.00 | $ - | $ - | $ - | 0% | $2,118,163.00 | $ - | | | |

### Total All

| Description of Work | SCHEDULED Value | WORK COMPLETED FROM PREVIOUS APPLICATIONS (D+E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE 10% |
|---------------------|-----------------|-----------------------------------------------|-------------|-------------------------------------------|****************************************|--------|------------------------|--------------|
| Total | $17,449,213.00 | $ - | $ - | $ - | 0% | $17,449,213.00 | $ - | | | |
# MASTER SEAWALL PROJECT, DESIGN-BUILD, SECTIONS I, II, AND III
## HARBOR BAY CDD PERMITS

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<td>Construction (Seawall Repair)</td>
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** Feet of seawall to be repaired/replaced
SECTION I

SECTION II

SECTION III

1. AERIAL MAP PROVIDED ILLUSTRATES THE DEVELOPMENT OF THE LOTS IN THE COMMUNITY BASED ON DATA FROM 2018 IMAGES.

2. ADDITIONAL DEVELOPMENT MAY CURRENTLY BE PRESENT OR PLANNED IN THE FUTURE.
GENERAL NOTES AND TECHNICAL SPECIFICATIONS

1. The Harbor Bay Community Development District has prepared the following technical specifications for the design-build master seawall project. These specifications are intended for use as guidelines for the design and construction of seawalls to stabilize the existing seawalls as defined in the scope of work.

2. Scope of Work

   a. This project has been divided into three (3) sections. The scope of work for each section is as follows:

   i. Section 1: Design and construction necessary to stabilize the seawalls, vertical seawalls, and pond walls as designated in the property on the hydrographic survey on sheet 1.

   ii. The final proposed design shall include all work materials, labor, equipment, and permits as necessary to construct the new seawall solution and restore the existing seawalls.

   iii. Testing shall be performed by the project team. The project team shall be responsible for the responsibility of the contractor. The contractor shall coordinate with the design team for the testing and acceptance prior to commencing work.

   iv. The contractor shall be responsible for all material testing, acceptance, and performance of the maintenance plan as required by the design.

   v. The contractor shall provide a signed and sealed statement to the district stating that the final inspection and testing was completed in compliance with the design documents.

   vi. The engineer of record shall provide a recommendation in the form of a certificate for each of the following documents, as well as allTextAreauds specified by any warranty.

3. Submittals

   a. A schedule of design and construction submittals as indicated by the engineer of record with all pertinent information regarding geometry, materials, and construction requirements.

   b. A unit price schedule of major components of construction.

   c. Design calculations signed and sealed by the engineer of record documenting the factors of safety, as required, and any warranty.

   d. A construction quality control plan as described by the engineer of record.

   e. A preliminary inspection report prior to final payment.

4. Final Inspections

   a. The contractor shall provide a schedule of design and construction submittals as indicated by the engineer of record with all pertinent information regarding geometry, materials, and construction requirements.

   b. Unless otherwise agreed upon in writing by the engineer of record, no representative may alter the submittals.

   c. The contractor shall provide a signed and sealed statement to the district stating that the final inspection and testing was completed in compliance with the design documents.

   d. The contractor shall perform a final inspection and testing in a manner consistent with the contract documents and specifications. The contractor shall provide a summary of the final inspection and testing as required by the design.

   e. The district shall perform site inspections and oversight at its discretion.

5. Submittals

   a. The contractor shall provide a schedule of design and construction submittals as indicated by the engineer of record with all pertinent information regarding geometry, materials, and construction requirements.

   b. The contractor shall provide a signed and sealed statement to the district stating that the final inspection and testing was completed in compliance with the design documents.

   c. The contractor shall perform a final inspection and testing in a manner consistent with the contract documents and specifications. The contractor shall provide a summary of the final inspection and testing as required by the design.

   d. The district shall perform site inspections and oversight at its discretion.

6. General Notes

   a. The contractor shall provide a schedule of design and construction submittals as indicated by the engineer of record with all pertinent information regarding geometry, materials, and construction requirements.

   b. The contractor shall provide a signed and sealed statement to the district stating that the final inspection and testing was completed in compliance with the design documents.

   c. The contractor shall perform a final inspection and testing in a manner consistent with the contract documents and specifications. The contractor shall provide a summary of the final inspection and testing as required by the design.

   d. The district shall perform site inspections and oversight at its discretion.

7. Final Inspections

   a. The contractor shall provide a schedule of design and construction submittals as indicated by the engineer of record with all pertinent information regarding geometry, materials, and construction requirements.

   b. The contractor shall provide a signed and sealed statement to the district stating that the final inspection and testing was completed in compliance with the design documents.

   c. The contractor shall perform a final inspection and testing in a manner consistent with the contract documents and specifications. The contractor shall provide a summary of the final inspection and testing as required by the design.

   d. The district shall perform site inspections and oversight at its discretion.

8. Final Inspections

   a. The contractor shall provide a schedule of design and construction submittals as indicated by the engineer of record with all pertinent information regarding geometry, materials, and construction requirements.

   b. The contractor shall provide a signed and sealed statement to the district stating that the final inspection and testing was completed in compliance with the design documents.

   c. The contractor shall perform a final inspection and testing in a manner consistent with the contract documents and specifications. The contractor shall provide a summary of the final inspection and testing as required by the design.

   d. The district shall perform site inspections and oversight at its discretion.

9. Final Inspections

   a. The contractor shall provide a schedule of design and construction submittals as indicated by the engineer of record with all pertinent information regarding geometry, materials, and construction requirements.

   b. The contractor shall provide a signed and sealed statement to the district stating that the final inspection and testing was completed in compliance with the design documents.

   c. The contractor shall perform a final inspection and testing in a manner consistent with the contract documents and specifications. The contractor shall provide a summary of the final inspection and testing as required by the design.

   d. The district shall perform site inspections and oversight at its discretion.

10. Final Inspections

    a. The contractor shall provide a schedule of design and construction submittals as indicated by the engineer of record with all pertinent information regarding geometry, materials, and construction requirements.

    b. The contractor shall provide a signed and sealed statement to the district stating that the final inspection and testing was completed in compliance with the design documents.

    c. The contractor shall perform a final inspection and testing in a manner consistent with the contract documents and specifications. The contractor shall provide a summary of the final inspection and testing as required by the design.

    d. The district shall perform site inspections and oversight at its discretion.

11. Final Inspections

    a. The contractor shall provide a schedule of design and construction submittals as indicated by the engineer of record with all pertinent information regarding geometry, materials, and construction requirements.

    b. The contractor shall provide a signed and sealed statement to the district stating that the final inspection and testing was completed in compliance with the design documents.

    c. The contractor shall perform a final inspection and testing in a manner consistent with the contract documents and specifications. The contractor shall provide a summary of the final inspection and testing as required by the design.

    d. The district shall perform site inspections and oversight at its discretion.

12. Final Inspections

    a. The contractor shall provide a schedule of design and construction submittals as indicated by the engineer of record with all pertinent information regarding geometry, materials, and construction requirements.

    b. The contractor shall provide a signed and sealed statement to the district stating that the final inspection and testing was completed in compliance with the design documents.

    c. The contractor shall perform a final inspection and testing in a manner consistent with the contract documents and specifications. The contractor shall provide a summary of the final inspection and testing as required by the design.

    d. The district shall perform site inspections and oversight at its discretion.
SAMPLE DAILY FIELD LOG

Date: __________________  By: __________________________

Weather Conditions: ☐ Clear  ☐ Partly Cloudy  ☐ Heavy Clouds  ☐ Fog
Rain:  ☐ None  ☐ Light  ☐ Heavy  ☐ Showers
Effects of Weather on Major Work Items  ☐ None  ☐ <50% affected  ☐ >50% affected  ☐ No Work

Description of Work Activity:
Location: (Lot #, etc.) __________________________________________________
General:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Tests Performed/Samples Taken:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
SAMPLE WEEKLY FIELD LOG

Week of: _____________________      By: __________________________

Summary of Work Activity:

Work Completed from Lot X to Lot X = XX LF

Overall Description of Work Completed for Week:

MONDAY

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

TUESDAY

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

WEDNESDAY

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

THURSDAY

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

FRIDAY

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
Description of Delays in Work including Dates (including rain delays):
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

ACTION ITEMS (Description of Items That Require Follow-up)
Example - RFI # X Requires Review and Response
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
Tab 4
SUPPLEMENTAL ENGINEER’S REPORT

FOR THE

SERIES 2019 PROJECT

Prepared For:

Board of Supervisors
Harbor Bay Community Development District

Engineers:

Cardno
20215 Cortez Boulevard
Brooksville, Florida 34601

July 18, 2019
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Section 3 .................................................. Description of the Series 2019 Project
Section 4 .................................................. Opinion of Probable Construction Costs
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Figure 2 .................................................. Development Map
Figure 3 .................................................. Project Map
Section 1: Introduction

Description of Harbor Bay Community Development District

The Board of County Commissioners of Hillsborough County approved the establishment of the Harbor Bay Community Development District (the “District”) on July 27, 1999. The District is a special purpose unit of local government established under Chapter 190 of the Florida Statutes for the purpose of financing, acquiring, constructing, installing, operating and maintaining community infrastructure improvements for the development known as Mirabay (the “Development”).

The Development is located in Hillsborough County, Florida (the “County”) lying within Sections 28, 29, 32 and 33, Township 31 South, Range 19 East and more precisely being on the northwest side of US Highway 41. Figure 1, Location Map, herein depicts the general location of the District. Entrance to the Development is via US Highway 41. US Highway 41 has two connections to the Mirabay community via Main Street and Leisey Road.

Purpose and Scope of the Report

On April 28, 2016, the District approved a master stormwater and retaining wall stabilization project (the “Project” as defined in the Master Engineer’s Report, and referred to herein as the “Master Seawall Project”) in order to stabilize and rehabilitate the District’s canal retaining walls (the “Seawalls”), as described in the Engineer’s Report for the Master Project dated March 17, 2016 (the “Master Engineer’s Report”). A description of the background of the Seawalls and Master Seawall Project is further provided in the Master Engineer’s Report.

This report supplements the Master Engineer’s Report for the purposes of (i) providing a status of the development and construction of the Master Seawall Project; (ii) updating the description of the remaining Master Seawall Project improvements to be financed with the proceeds of the District’s proposed Series 2019 Bonds (hereinafter defined) and other available District funds (the “Series 2019 Project”); and (iii) providing an updated cost estimate of the Series 2019 Project.

As originally described in the Master Engineer’s Report, the Series 2019 Project consists of three sections totaling 29,223 lineal feet of existing Seawall remain to be reconstructed. Refer to Figure 3 for a map showing the Section locations and Series 2019 Project layout. Section I is fully developed with homes or build-ready lots, Section II is partially developed, and Section III remains undeveloped at this time. Lengths of existing Seawall to be reconstructed by section are outlined below;

- Section I – 12,318 LF of Seawall reconstruction remaining
- Section II – 12,957 LF of Seawall reconstruction remaining
- Section III – 4,999 LF of Seawall reconstruction remaining
Section 2 herein provides a discussion of the District’s boundaries and existing infrastructure.

Section 3 provides a discussion of the various categories of Series 2019 Project infrastructure improvements to be funded, in part, with the District’s proposed $18,200,000 Capital Improvement Revenue Bonds, Series 2019A-1 and $10,345,000 Capital Improvement Revenue Refunding Bonds, Series 2019A-2 (collectively, the “Series 2019 Bonds”). The proposed Series 2019 Bond issue will refund all of the District’s outstanding Series 2001 Bonds and Series 2002 Bonds (together, the “Refunded Bonds”) and fund a portion of the approximately $18,034,289 Series 2019 Project estimated costs outlined in this report.

Section 4 herein contains our opinions of probable costs for the Series 2019 Project to be constructed by the District.
Section 2: District Boundaries and Existing Infrastructure

District Boundaries

Figure 2, Development Map delineates the boundaries of the entire District, including the boundaries for each section of proposed Series 2019 Project work within the District, and anticipated development of the District.

Existing Infrastructure

The lands within the District are currently developed or under development.

Hillsborough County supplies potable water and fire protection to the District. The internal distribution system has two connection points located on U.S. 41 and Golf and Sea Boulevard. The water main loops through the Mirabay community and provides water to all residential, commercial and recreational areas in the development.

Hillsborough County owns and maintains the wastewater collection facilities within the District. The internal sanitary sewer system is collected with a series of gravity sewer pipes connecting to multiple lift stations and eventually is connected via an offsite forcemain to the Apollo Beach Master Pump Station. The wastewater infrastructure resides mainly within the road right-of-way.

Irrigation facilities are maintained by the District. The irrigation mainlines are located mainly within the public right-of-way and branch out to parks and other common areas needing irrigation.

The existing stormwater management system for the development includes detention ponds providing water quality treatment by effluent filtration, wet detention treatment provided by ponds, and sumps at wetlands. Surface water runoff from the rear of residential lots is provided by proposed dry retention swales at the rear of the lots. All surface water runoff from the proposed upland development areas will be treated prior to discharge to the existing canal system or lagoon.

The entrance to the District has been improved to include a signalized intersection on US Highway 41.

Prior Seawall Reconstruction

As discussed in the Master Engineer’s Report, pilot projects to test different solutions for stabilizing the Seawall were conducted in 2014 and 2015 (“Pilot Projects”). The Pilot Projects developed four configuration options as potential solutions as follows:

- Option #1 – Stabilize the existing wall with a mid-height tieback and waler system combined with a rip rap berm, as well as installing an improved drainage system.
• Option #2 – Stabilize the existing wall with a mid-height tieback and waler system combined with a vinyl sheet pile knee wall and rip rap berm system, as well as installing an improved drainage system.
• Option #3 – Construct an FRP sheet pile wall in front of the existing wall with a tieback system at the top of the wall and a reinforced concrete cap that encompasses the top of the old wall, as well as installing an improved drainage system.
• Option #4 – Stabilize the existing wall with a rip rap berm and install an improved drainage system.

From August 2015 to date, the District proceeded on an emergency basis to stabilize portions of the Seawall, based on priority as determined by the District Engineer (the “Emergency Reconstruction”). The Emergency Reconstruction solution was based on Option #3 from the original Pilot Projects. Additionally, in 2017 a rip rap test project (“Rip Rap Test”) was performed to stabilize a section of seawall based on the Pilot Project Option #4.

As of this Report, stabilization reconstruction has been completed on the following portions of the Seawall, by Section:

• Section I – 8,801 LF of Seawall stabilized (Emergency Reconstruction and Pilot Projects)
• Section II – 355 LF of Seawall stabilized (Pilot Projects and Rip Rap Test)
• Section III – None
SECTION 28, 29, 32 & 33 TOWNSHIP 21 RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA

PROJECT MAP
Section 3: Description of the Series 2019 Project

Summary of the Proposed District Infrastructure for the Series 2019 Project (Sections I, II and III):

- Mobilization
- Sheet Pile
- Concrete
- Steel
- Fill Material
- Tieback Anchors
- Site Restoration
- Erosion Control
- Contingency, Professional Fees and General Conditions
- Construction Oversight

Stabilization Design Solution

The stabilization design solution moving forward will be based on the Pilot Project, Option #3 as developed under a design-build contract with adherence to the attached Design Criteria Package. It will include the installation of FRP sheet pile in front of the old wall with a tieback system at the top of the wall and a reinforced concrete cap that encompasses the top of the old wall, as well as the installation of an improved drainage system.

Mobilization

Mobilization is calculated at 8% of the total construction cost which is normal for a project of this type. This includes moving equipment to and from the site and mangrove trimming as required for construction of the seawall.

Sheet Pile

Approximately 29,223 lineal feet of sheet pile will be installed in front of the existing wall. The sheet pile shall be Fiber Reinforced Polymer (FRP) composite material. Approved FRP sheet pile includes Everlast EverComp 26.1, Crane Materials International uc-30, Creative Pultrusions SuperLoc 1580 Series, or an approved equivalent.

Concrete

Concrete for bulkheads will meet the requirement of the Florida Department of Transportation (FDOT) Class IV with a minimum 28-day compressive strength of 5,000 psi. The proposed bulk head will encapsulate the existing bulkhead and will be approximately 3'-0” to 3'-5 1/2” wide by 2’ deep.
Steel

Installation of #4, #5, & #6 rebar to reinforce the concrete cap will conform to the requirement of ASTM A615, Grade 60.

Fill Material

The existing soil near the surface is not suitable to be reused for fill material. Backfill material to be used on this project will be imported, environmentally and geotechnically clean, inorganic granular material with less than 5% fines passing the #200 sieve and not partials larger than ¾ inches. All backfill placed will be hydraulically compacted.

Tieback Anchors

Tieback anchors will be 18 foot long Manta Ray Anchor System, MR-SR, or approved equivalent.

Dock Repairs

Approximately 174 existing docks must be removed, and portions of those existing docks replaced, in order for the District to be able to install the proposed sheet piles. Included in the dock repairs is disconnection and reconnection of the water and electrical service to the existing docks.

Site Restoration

Upon completion of the drainage material placement, all disturbed areas shall be restored, including irrigation lines, to their original condition.

Erosion Control

Erosion control is a permit condition that will require installation of erosion control measures such as floating turbidity barriers.

Contingency, Professional Fees and General Conditions

Fees for Professional Services include fees for the design and construction phase services for the above referenced items. The total for Professional Fees is calculated at 3% of construction costs. All costs are represented in 2019 dollars. The total also includes a 5% contingency and payment and performance bond (calculated at 2% of total construction costs), which is normal for this type of project at this stage of planning.
Construction Oversight

The Construction Oversight category includes professional fees for oversight by the District Engineer of construction to monitor compliance with contract specifications and the Series 2019 Project. For this line item, $200,000 has been assumed item based on the 1.6 year estimated duration of construction.

Ownership and Maintenance

The District currently does and will continue to own and maintain the Seawall improvements as described in this report.

Section 4: Opinion of Probable Construction Costs

An opinion of probable costs in 2019 dollars for the Series 2019 Project is represented in Table 1. Most of these costs are taken from actual construction contract costs and reflect actual costs for most items. The estimated costs are not a guaranteed maximum price. The labor market, future costs of equipment and materials, increased regulatory actions and the actual construction process are all beyond the District’s control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than the estimated values presented in Table 1.

These costs do not include legal, administrative, financing, operation or maintenance, services necessary to finance and operate the Series 2019 Project infrastructure.

It is our opinion that the estimated costs provided for the Series 2019 Project are fair and reasonable to complete the construction of the Series 2019 Project. We are further of the opinion that the Series 2019 Project provides a benefit to all developable property within the District by providing long-term stability to the Seawall, which enhances the overall performance of the District’s stormwater management system and reduces potential impact to the upland improvements. We have no reason to believe that the Series 2019 Project cannot be constructed at the cost described in this report.
### Table 1
Series 2019 Project Infrastructure Cost Detail

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Mobilization</td>
<td>$1,207,000</td>
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<tr>
<td>Sheet Pile Installation</td>
<td>$7,034,625</td>
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<tr>
<td>Concrete</td>
<td>$3,335,500</td>
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<tr>
<td>Steel Reinforcement</td>
<td>$618,914</td>
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<tr>
<td>Fill Material</td>
<td>$408,750</td>
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<tr>
<td>Tie Back Anchors</td>
<td>$2,285,000</td>
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<tr>
<td>Dock Repairs</td>
<td>$261,000</td>
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<tr>
<td>Site Restoration</td>
<td>$847,200</td>
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<tr>
<td>Erosion Control</td>
<td>$294,000</td>
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<tr>
<td>Sub Total</td>
<td>$16,291,989</td>
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<tr>
<td>Contingency, Professional Fees and General Conditions</td>
<td>$1,542,300</td>
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<tr>
<td>Construction Oversight</td>
<td>$200,000</td>
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<tr>
<td><strong>Infrastructure Total</strong></td>
<td><strong>$18,034,289</strong></td>
</tr>
</tbody>
</table>
Section 5: Permits

All permits have been obtained previously for the seawall construction. Permits include the following:

- Tampa Port Authority Permit
- Army Corps of Engineers Permit

Status: Permits have been obtained as required by Governmental Agencies for the proposed improvements as described in this report.

There is no reason to believe that the existing permits cannot be utilized for the Series 2019 Project infrastructure improvements as outlined in this report.
Tab 5
Harbor Bay
Community Development District

PRELIMINARY SUPPLEMENTAL SPECIAL ASSESSMENT ALLOCATION REPORT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2019A-1
CAPITAL IMPROVEMENT REVENUE AND REFUNDING BONDS, SERIES 2019A-2

12750 Citrus Park Lane
Suite 115
Tampa, Fl. 33625
www.rizzetta.com

July 18, 2019
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<td>SERIES 2019A ASSESSMENT ROLL</td>
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</table>
I. INTRODUCTION

This Preliminary Supplemental Special Assessment Allocation Report is being presented in anticipation of a refunding and defeasance of the Series 2001A and Series 2002 Bonds and financing a capital infrastructure project by the Harbor Bay Community Development District (“District”), a local unit of special-purpose government established in accordance with Chapter 190, Florida Statutes. The District proposes to issue Capital Improvement Revenue Bonds, Series 2019A-1 (the “Series 2019A-1 Bonds”) and Capital Improvement Revenue Refunding Bonds, Series 2019A-2 (the “Series 2019A-2 Bonds,” and together with the Series 2019A-1 Bonds, the “Series 2019A Bonds”), and has retained Rizzetta & Company, Inc. to prepare a methodology for allocating the special assessments expected to be pledged by the District to the repayment of the Series 2019A Bonds in connection with the transaction.

II. DEFINED TERMS

“Area 1” – The 362 developed residential Platted Units within the District previously encumbered by the Series 2001A Assessments.

“Area 2” – The mix of 1,322.40 units comprised of commercial and residential Platted and Unplatted Parcels within the District previously encumbered by the Series 2002 Assessments.

“Capital Improvement Program” or “CIP” – shall refer herein to the Original CIP and Master Seawall Project.

"District" – Harbor Bay Community Development District.

“Equivalent Assessment Unit” - (EAU) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particulate land use, relative to other land uses.

“Indenture” – The District’s Master Trust Indenture dated August 1, 2001, as supplemented by the Third Supplemental Trust Indenture dated August 1, 2019

“Master Seawall Assessments” – Special assessments levied pursuant to Resolutions 2016-07 and 2016-03, and validated pursuant to the 2017 Validation. Referred to as the “Series 2016 Assessments” in the Master Seawall Assessment Report.

“Master Seawall Project” - Reconstruction of public infrastructure, specifically a Master Stormwater and Retaining Wall Stabilization Project in order to stabilize and rehabilitate the District’s canal retaining walls, to provide special benefit for the entirety of the District. The total cost of the Master Seawall Project was originally estimated to be $18,364,700 as described in the Engineer’s Report for the Master Project dated March 17, 2016 (“Master Seawall Engineer’s Report”). Referred to in the Master Seawall Assessment Report as the “Capital Improvement Program.”

“Original CIP” – acquisition, construction, and/or installation of assessable capital improvements to provide special benefit for the entirety of the District funded, in part, with the proceeds to the Series 2001A Bonds and Series 2002 Bonds, all as further described in the Engineer’s Report dated July 5, 2001, as revised November 19, 2002.

“Platted Units” - Lands configured to their intended end-use and subject to a recorded plat.


“Series 2001A Assessments” – Special assessments levied on Area 1 to secure the District’s Series 2001A Bonds pursuant to Resolutions 2001-04, 2001-05, and 2001-06.

“Series 2001A Bonds” - $3,870,000 Harbor Bay Community Development District Capital Improvement Revenue Bonds, Series 2001A.

“Series 2002 Assessments” – Special assessments levied on Area 2 to secure the District’s Series 2002 Bonds pursuant to Resolutions 2002-07, 2002-08, and 2003-03.

“Series 2002 Bonds” – $12,500,000 Harbor Bay Community Development District Capital Improvement Revenue Bonds, Series 2002.


“Series 2019A-1 Assessments” – Master Seawall Assessments that will secure repayment of the District’s Series 2019A-1 Bonds pursuant to Resolutions 2016-07, 2016-03, and 2019-[-].
“Series 2019A-1 Project” – reconstruction of the remaining Master Seawall Project to provide special benefit for the entirety of the District. The total cost of the Series 2019A-1 Project is estimated to be $18,034,289, as described in the Master Seawall Engineer’s Report, as supplemented by the Supplemental Engineer’s Report for the Series 2019A-1 Project dated [July 18], 2019 (together, the “Seawall Engineer’s Report”).

“Series 2019A-2 Area 1 Assessments” – Special assessments allocated to the Area 1 Platted Units that will secure the repayment of the District’s Series 2019A-2 Bonds.

“Series 2019A-2 Area 2 Assessments” – Special assessments allocated to the Area 2 Platted Units and Unplatted Parcels that will secure the repayment of the District’s Series 2019A-2 Bonds.


“Unplatted Parcels” – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.

“Validation” – 2000 Validation and 2017 Validation

“2000 Validation” - The validation of $75M in bonds for the purpose of funding the Original CIP by a final judgment in the Circuit Court of the Thirteenth Judicial Circuit of the State of Florida, in and for Hillsborough County, Florida, rendered on March 21, 2000.

“2017 Validation” - The validation of the $19.8M in bonds (referred to in the Master Seawall Assessment Report as the Series 2016 Bonds) and special assessments levied for the purpose of funding the Master Seawall Project by a final judgement in the Circuit Court of the Thirteenth Judicial Circuit of the State of Florida, in and for Hillsborough County, Florida, rendered on May 15, 2017.
III. DISTRICT INFORMATION

The District, which was established by Hillsborough County Ordinance 99-11 effective August 5, 1999, encompasses 765 acres. The District is planned for approximately 1,664 residential units and 22.4 acres of commercial space. Table 1 of Exhibit A of this report illustrates the unit mix for the District’s land uses which are expected to support repayment of the Series 2019A Bonds.

On March 21, 2000, the Circuit Court for Hillsborough County, Florida validated the issuance of District bonds in an amount not to exceed $75,000,000 in principal of its capital improvement revenue bonds and the existence and legal authority of the District. Following validation, the District issued Capital Improvement Revenue Bonds, Series 2001A, in the amount of $3,870,000, Series 2001B, in the amount of $22,780,000, and Series 2002, in the amount of $12,500,000. On May 25, 2017, the Circuit Court validated the bonds and special assessments associated with the Master Seawall Project. Subsequent to the 2017 Validation, the District certified for collection a single installment of the validated Master Seawall Assessments (less financing costs) during its fiscal year 2017-2018 in the total amount of $1,595,610.79 to address certain reconstruction and stabilization efforts associated with the District’s Master Seawall Project. This was the first of thirty (30) installments permitted under Resolution 2016-03 for the collection of the Master Seawall Assessments.

IV. SERIES 2019A-1 PROJECT

Proceeds of the Series 2019A-1 Bonds will be used to fund a portion of the Series 2019A-1 Project. The total cost of the Series 2019A-1 Project is $18,034,289, as described in the District Master Seawall Engineer’s Report, as supplemented by the Supplemental Engineer’s Report dated [July 18], 2019. The Series 2019A-1 Project consists of improvements to the existing canal retaining walls. The costs are detailed in Table 2. Rizzetta & Company, as Financial Consultant to the District, makes no representation regarding the accuracy or validity of those costs and did not undertake an analysis or verification regarding such costs. The Series 2019A-1 Project is a master stormwater and retaining wall rehabilitation project and designed as an integrated system of public improvements which provide special benefit to all benefited parcels within the District. The improvements are part of the master stormwater management system and will confer benefit to the entire District in the same manner that the master stormwater management system provided benefit to the District as a whole when those improvements were constructed for the Original CIP. For a detailed allocation of the costs to the units within the District, please see Table 3 of this report.

The District’s proposed Series 2019A-1 Bonds will fund a portion of the Series 2019A-1 Project in the amount of [$16,381,699.47] with the balance of the Series 2019A-1 Project to be funded by the District in the amount of [$1,652,589.53] from available funds on-hand. Further, in the event such amounts are insufficient to complete the Series 2019A-1 Project, the District shall covenant under the Indenture to levy additional special assessments in amounts sufficient to complete the Series 2019A-1 Project.
V. SERIES 2019A BONDS AND ASSESSMENTS

In order to provide for the Series 2019A-1 Project funding described in Section IV above, the District expects to issue the Series 2019A-1 Bonds in the approximate principal amount of $18,200,000 with a total annual assessment installment of $1,227,621.70 (inclusive of county collection costs and early payment discounts). The Series 2019A-1 Bonds are expected to be structured as an amortizing current-interest bond, with repayment occurring in twenty-nine (29) substantially equal annual installments of principal and interest. Interest payment dates shall occur every May 1 and November 1, commencing November 1, 2019 until maturity.

The Series 2019A-1 Bonds will be secured by the pledged revenues from Series 2019A-1 Assessments. The Series 2019A-1 Assessments will initially be allocated in an approximate principal amount of $18,200,000 across all Benefited Parcels in the District and structured in the same manner as the Series 2019A-1 Bonds, so that revenues from the Series 2019A-1 Assessments are sufficient to fulfill the debt service requirements for the Series 2019A-1 Bonds.

In addition to funding the Series 2019A-1 Project, the District intends to take advantage of market conditions to refund and defease both the outstanding Series 2001A Bonds and the Series 2002 Bonds with the new Series 2019A-2 Bonds, repayment of which will be secured by the Series 2019A-2 Area One Assessments on the Area One lands (i.e., currently encumbered by the Series 2001A Assessments) and by the Series 2019A-2 Area Two Assessments on the Area Two lands (i.e., currently encumbered by the Series 2002 Assessments). The 2001A Bonds are currently outstanding in the principal amount of $2,705,000. The Series 2002 Bonds are currently outstanding in the principal amount of $8,595,000. The Series 2019A-2 Bonds will be issued in the initial principal amount of [$10,345,000], consisting of the Series 2019A-2 Area One Term Bonds issued in the aggregate principal amount of $[2,210,000] and the Series 2019A-2 Term Bonds (Area Two) issued in the aggregate principal amount of $[8,135,000]. The Series 2019A-2 Bonds are expected to be structured as amortizing current-interest bonds, with repayment occurring in fourteen (14) substantially equal annual installments of principal and interest for the Series 2019A-2 Area One Term Bonds and fifteen (15) substantially equal annual installments of principal and interest for the Series 2019A-2 Area Two Term Bonds. The annual assessment installment for the Series 2019A-1 Area One Term Bonds will be $[225,158.91] and for the Series 2019A-1 Area Two Term Bonds will be $[784,699.19] (both inclusive of county collection costs and early payment discounts).

The Series 2019A-1 Bonds proceeds will be used, in part, for funding a portion of the Series 2019A-1 Project. The Series 2019A-2 Bonds proceeds will be combined with available funds from the trust estates for the Series 2001A Bonds and the Series 2002 Bonds to make the required escrow deposits associated with the defeasance of both the Series 2001A and Series 2002 Bonds. Additionally, the remainder of the proceeds of the Series 2019A Bonds will be used for funding a debt service reserve, capitalized interest, and payment of associated issuance costs. The sources and uses of funds associated with the refunding of the Series 2001A and 2002 Bonds can be found in Tables 4 and 5, respectively, while the sources and uses of the funds associated with the funding of a portion of the Series 2019A-1 Project can be found in Table 6.
It is expected the Series 2019A Assessments assigned to Platted Units will be collected via the Hillsborough County tax bill process (Uniform Method), the assessments for the Series 2019A Bonds will be augmented to allow for county collection costs and early payment discounts, which have been estimated for purposes of this report. See Tables 4A, 5A, 6A and 7A.

Finally, the Series 2019A Assessments described above will, in the aggregate, provide the assessment revenues to fund the Series 2019A Bonds; however, the assessment liens of the Series 2019A-1 Assessments, Series 2019A-2 Area 1 Assessments, and Series 2019A-2 Area 2 Assessments will each remain separate assessment liens.

**VI. SERIES 2019A ASSESSMENT ALLOCATION**

The District expects to secure repayment of the Series 2019A-2 Area One Bonds with the Series 2019A-2 Area One Assessments and Series 2019A-2 Area Two Bonds with the Series 2019A-2 Area Two Assessments, as contemplated under Florida Statutes Chapters 170, 197 and 190, on those parcels currently encumbered by Series 2001A and 2002 Assessments, respectively, for the refunding portion of the bonds. Additionally, the District expects to secure repayment of the Series 2019A-1 Bonds with the Series 2019A-1 Assessments, as contemplated under Florida Statutes Chapters 170, 197, and 190, on all benefited parcels for the new money portion of the bonds.

Unlike property taxes, which are *ad valorem* in nature, a community development district may levy special assessments under Florida Statute only if the parcels to be assessed receive special benefit from the infrastructure improvements constructed by the District. These special benefits are specific to lands within the District and differ in nature to those general or incidental benefits that landowners outside the District or the general public may enjoy. A district must also apportion or allocate its special assessments so that the assessments are fairly and reasonably distributed relative to the special benefit conferred. Generally speaking, this means the amount of special assessment levied on a parcel should not exceed the amount of special benefit enjoyed by that parcel. The District typically may develop and adopt an assessment methodology based on front footage, square footage, or any other reasonable allocation method, so long as the assessment meets the benefit requirement, and so long as the assessments are fairly and reasonably allocated.

Pursuant to District Resolution 2016-02, the District’s Board of Supervisors provided its intent to undertake the Master Seawall Project. Pursuant to District Resolution 2016-03, the District’s Board of Supervisors determined in relevant part that 1) the Master Seawall Project conferred special benefit upon the parcels to be encumbered with Master Seawall Assessments and 2) that the proposed allocation of Master Seawall Assessments, as specified in the Master Seawall Assessment Report, was fair and reasonable. The Series 2019A-1 Project and Series 2019A-1 Assessments are associated with the Master Seawall Project as originally described in the Master Seawall Assessment Report. As such, the District’s previous determination of special benefit is still valid.

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1 The ultimate collection procedure is subject to District approval. Nothing herein should be construed as mandating collections that conflict with the terms, privileges, and remedies provided in the Indenture, Florida law, assessment resolutions, and/or other applicable agreements.
The Series 2019A-2 Area One Assessments and Series 2019A-2 Area Two Assessments will be allocated among the parcels currently subject to the Series 2001A Assessments and Series 2002 Assessments, respectively, as provided herein using the same methodology found in the Previous Reports for those respective assessments, as supplemented herein. The configuration of the parcels and the benefit conferred by the Original CIP remains consistent. Accordingly, the Series 2019A-2 Assessments for the refunding allocation are fair and reasonable, and the resulting per unit assessments falls within acceptable benefit levels. See Table 8 for the estimated Series 2019A-2 Area One Assessments for each land use, along with a comparison of the original Series 2001A Assessment annual installment to illustrate the relative reduction in annual payments enjoyed by each of the land uses. See Table 9 for the estimated Series 2019A-2 Area Two Assessment for each land use, along with a comparison of the original Series 2002 Assessment annual installment to illustrate the relative reduction in annual payments enjoyed by each of the land uses. The Series 2019A-2 Area One Assessments have been fully allocated to Platted Units.

The Series 2019A-1 Assessment will be allocated among the benefited parcels in the District as provided herein using the same methodology in the Master Seawall Assessment Report. As described previously, the Series 2019A-1 Project is comprised of capital improvements to the existing seawall that benefits all property within the District in a manner as described the Master Seawall Assessment Report and Seawall Engineer’s Report of the District. Therefore, it is determined that each platted lot within a product type will receive a similar amount of benefit from the Series 2019A-1 Project; therefore, the allocation will be computed for each product type based on total EAUs for each product type, as a percentage of total EAUs for all product types planned for development within the District. For the Unplatted Parcels, the Series 2019A-1 Assessments will be initially levied on the parcels on an equal assessment per gross acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual Series 2019A-1 Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 10, thereby reducing the Series 2019A-1 Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Series 2019A-1 Assessment encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per gross acre basis. See Table 10 for the allocation of these equalized Series 2019A-1 Assessments and the EAU factors for each product type.

Finally, to illustrate the total Series 2019A Assessments levied, an aggregate of the Series 2019A Assessments provided in Table 11 by each land use. Table 11 also includes a comparison of the aggregate Series 2019A Assessments per product type to the existing Series 2001A and Series 2002 Assessments to illustrate the net increase in per unit assessments.

The Series 2019A Assessment Roll can be found on page A-9.
VII. PREPAYMENT OF SERIES 2019A ASSESSMENTS; TRUE-UP OF SERIES 2019A-1 ASSESSMENTS AND SERIES 2019A-2 AREA TWO ASSESSMENTS

The Series 2019A Assessments encumbering a parcel may be prepaid in full at any time, without penalty, together with interest at the rate on the corresponding Series 2019A Bonds to the bond interest payment date that is more than forty-five (45) days next succeeding the date of prepayment. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties which would otherwise be permissible if the parcel being prepaid is subject to an assessment delinquency.

Because the methodology in the Previous Reports, as supplemented herein, assigns defined, fixed assessments to Platted Units, the District’s Series 2019A-1 Assessment and Series 2019A-2 Area Two Assessment programs are predicated on the development of units in the manner described in Table 1. However, if a change in development results in the net decrease in the overall principal amount of assessments able to be assigned to the lands described in Table 1, then a true-up, or principal reduction payment, will be required to cure the deficiency. At such time as Unplatted Parcels are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat, re-plat, or site plan (herein, “Proposed Plat”) shall be presented to the District for review pursuant to the terms herein. The District’s Manager shall perform a review of the development plan for true-up calculation purposes upon the presentation of a Proposed Plat. Such review shall be limited solely to the function and the enforcement of the District’s assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified in Table 1, the District shall allocate the Series 2019A-1 Assessments and Series 2019A-2 Area Two Assessments to the product types being platted and the remaining property in accordance with the applicable Previous Reports, as supplemented by this Assessment Report, and cause the Assessments to be recorded in the District’s improvement lien book. However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Series 2019A-1 Assessments and/or Series 2019A-2 Area Two Assessments able to be assigned to the planned units described in this report, as determined by comparing the debt per acre amounts on the remaining Unplatted Parcels before and after presentation of the Proposed Plat, then the District shall require the owner of the lands encompassed by the Proposed Plat to pay a “True-Up Payment” equal to the shortfall in Series 2019A-1 Assessments and/or Series 2019A-2 Area Two Assessments resulting from the reduction of planned units. This payment shall become due and payable prior to the District’s approval of the Proposed Plat, in addition to the regular assessment installment payable for such lands encompassed by the Proposed Plat for that tax year. For more information on the true-up process, please see District Resolution 2003-03, dated December 2, 2002, Resolution 2015-08, dated June 25, 2015, and Resolution 2016-03, dated April 28, 2016. Similarly, if a reconfiguration of lands would result in the collection of material excess assessment revenue in the aggregate, then the District shall undertake a pro rata reduction of assessments for all assessed properties upon full absorption of the applicable Series 2019A Assessments.

The Series 2019A-2 Area One Assessments have been fully allocated to Platted Units prior to the date of this report.
VIII. ADDITIONAL STIPULATIONS

This Report is included to supplement the Previous Reports. All provisions of the Previous Reports remain in full force and effect. To the extent any provisions of the Previous Reports conflict with this Report, the provisions of this Report shall prevail.

Certain financing, engineering and development data were provided by members of District staff and professionals retained in connection with the financing. The allocation methodology described herein was based on information regarding the underlying bond transaction provided by those professionals. Rizzetta & Company, Inc. makes no representation regarding the information for the underlying bond transaction provided by those professionals.

Rizzetta & Company, Inc. does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.
EXHIBIT A:

ALLOCATION METHODOLOGY
<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>AREA 1 SERIES 2001A</th>
<th>AREA 2 SERIES 2002</th>
<th>TOTAL PLANNED UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOWNHOME</td>
<td>0</td>
<td>251</td>
<td>251</td>
</tr>
<tr>
<td>VILLA</td>
<td>0</td>
<td>453</td>
<td>(3) 456</td>
</tr>
<tr>
<td>SINGLE FAMILY 50'</td>
<td>0</td>
<td>45</td>
<td>45</td>
</tr>
<tr>
<td>SINGLE FAMILY 60'</td>
<td>113</td>
<td>(1) 120</td>
<td>234</td>
</tr>
<tr>
<td>SINGLE FAMILY 70'</td>
<td>143</td>
<td>0</td>
<td>143</td>
</tr>
<tr>
<td>SINGLE FAMILY 80'</td>
<td>77</td>
<td>(2) 365</td>
<td>(4) 445</td>
</tr>
<tr>
<td>SINGLE FAMILY 100'</td>
<td>29</td>
<td>61</td>
<td>90</td>
</tr>
<tr>
<td>COMMERCIAL</td>
<td>0</td>
<td>22.4</td>
<td>22.4</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>362</strong></td>
<td><strong>1317.4</strong></td>
<td><strong>1,686.4</strong></td>
</tr>
</tbody>
</table>

(1) Reflects prepayment of Series 2001A Assessments for one SF 60' lot.
(2) Reflects prepayment of Series 2001A Assessments for one SF 80' lot.
(3) Reflects prepayment of Series 2002 Assessments for three Villas.
(4) Reflects prepayment of Series 2002 Assessments two SF 80' lots.
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>$1,207,000</td>
</tr>
<tr>
<td>Sheet Pile Installation</td>
<td>$7,034,625</td>
</tr>
<tr>
<td>Concrete</td>
<td>$3,335,500</td>
</tr>
<tr>
<td>Steel Reinforcement</td>
<td>$618,914</td>
</tr>
<tr>
<td>Fill Material</td>
<td>$408,750</td>
</tr>
<tr>
<td>Tie Back Anchors</td>
<td>$2,285,000</td>
</tr>
<tr>
<td>Dock Repairs</td>
<td>$261,000</td>
</tr>
<tr>
<td>Site Restoration</td>
<td>$847,200</td>
</tr>
<tr>
<td>Erosion Control</td>
<td>$294,000</td>
</tr>
<tr>
<td>Sub Total</td>
<td>$16,291,989</td>
</tr>
<tr>
<td>Contingency, Professional Fees and General Conditions</td>
<td>$1,542,300</td>
</tr>
<tr>
<td>Construction Oversight</td>
<td>$200,000</td>
</tr>
<tr>
<td><strong>Infrastructure Total</strong></td>
<td><strong>$18,034,289</strong></td>
</tr>
</tbody>
</table>

Seawall Repair Costs to be funded by Series 2019A-1 Bonds $16,381,699.47
Seawall Repair Costs to be funded by the District with funds on-hand. $1,652,589.53

(2) Mangrove permitting & trimming to be paid for and performed by Developer.
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ALLOCATION FACTOR</th>
<th>UNITS</th>
<th>TOTAL COST</th>
<th>PER UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOWNHOME</td>
<td>0.25</td>
<td>251</td>
<td>$1,126,525.94</td>
<td>$4,488.15</td>
</tr>
<tr>
<td>VILLA</td>
<td>0.40</td>
<td>456</td>
<td>$3,274,555.09</td>
<td>$7,181.04</td>
</tr>
<tr>
<td>SINGLE FAMILY 50&quot;</td>
<td>0.50</td>
<td>45</td>
<td>$403,933.60</td>
<td>$8,976.30</td>
</tr>
<tr>
<td>SINGLE FAMILY 60&quot;</td>
<td>0.60</td>
<td>234</td>
<td>$2,520,545.69</td>
<td>$10,771.56</td>
</tr>
<tr>
<td>SINGLE FAMILY 70&quot;</td>
<td>0.70</td>
<td>143</td>
<td>$1,797,055.73</td>
<td>$12,566.82</td>
</tr>
<tr>
<td>SINGLE FAMILY 80&quot;</td>
<td>0.80</td>
<td>445</td>
<td>$6,391,127.25</td>
<td>$14,362.08</td>
</tr>
<tr>
<td>SINGLE FAMILY 100&quot;</td>
<td>1.00</td>
<td>90</td>
<td>$1,615,734.42</td>
<td>$17,952.60</td>
</tr>
<tr>
<td>COMMERCIAL</td>
<td>2.25</td>
<td>22.4</td>
<td>$904,811.27</td>
<td>$40,393.36</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,686.4</strong></td>
<td></td>
<td><strong>$18,034,289.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
### TABLE 4: FINANCING INFORMATION - SERIES 2019A-2 AREA ONE TERM BONDS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Issue Date</td>
<td>September 1, 2019</td>
</tr>
<tr>
<td>Final Maturity</td>
<td>May 1, 2033</td>
</tr>
<tr>
<td>Estimated Average Coupon Rate</td>
<td>4.265%</td>
</tr>
<tr>
<td>Maximum Annual Debt Service (MADS)</td>
<td>$211,829.50</td>
</tr>
</tbody>
</table>

**SOURCES:**
- **Bond Proceeds:**
  - PAR AMOUNT $2,210,000.00

**Other Sources of Funds:**
- Revenue Account $455,680.53
- Reserve Fund $305,775.00
- Prepayment Account $725.00

**Total Net Proceeds $2,972,180.53**

**USES:**
- **Refunding Escrow Deposits:**
  - Cash Deposit to Escrow ($2,783,895.83)
- **Other Fund Deposits:**
  - Interest Through 11/1/2019 ($15,318.50)
  - Debt Service Reserve Fund @ 50% MADS ($105,914.75)
- **Delivery Date Expenses:**
  - Cost of Issuance ($19,355.40)
  - Underwriter's Discount ($44,200.00)
- **Other Uses of Funds:**
  - Additional Proceeds ($3,496.05)

**Total Uses ($2,972,180.53)**

Source: District's Underwriter

### TABLE 4A: FINANCING INFORMATION - SERIES 2019A-2 AREA ONE ASSESSMENTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Average Interest Rate</td>
<td>4.265%</td>
</tr>
<tr>
<td><strong>Estimated Initial Principal Amount</strong></td>
<td>$2,210,000.00</td>
</tr>
<tr>
<td>Aggregate Annual Installment</td>
<td>$211,829.50     (2)</td>
</tr>
<tr>
<td>Estimated County Collection Costs</td>
<td>$4,323.05       (3)</td>
</tr>
<tr>
<td>Maximum Early Payment Discounts</td>
<td>$9,006.36       (3)</td>
</tr>
<tr>
<td>Estimated Total Annual Installment</td>
<td>$225,158.91</td>
</tr>
</tbody>
</table>

(1) Ultimate collection schedule at the District's discretion
(2) Based on MADS for the Series 2019A-2 Area One Term Bonds.
(3) May vary as provided by law
TABLE 5: FINANCING INFORMATION - SERIES 2019A-2 AREA TWO TERM BONDS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Issue Date</td>
<td>September 1, 2019</td>
</tr>
<tr>
<td>Final Maturity</td>
<td>May 1, 2034</td>
</tr>
<tr>
<td>Estimated Average Coupon Rate</td>
<td>4.318%</td>
</tr>
<tr>
<td>Maximum Annual Debt Service (MADS)</td>
<td>$738,245.00</td>
</tr>
<tr>
<td><strong>SOURCES:</strong></td>
<td></td>
</tr>
<tr>
<td>Bond Proceeds:</td>
<td></td>
</tr>
<tr>
<td>PAR AMOUNT</td>
<td>$8,135,000.00</td>
</tr>
<tr>
<td>Other Sources of Funds:</td>
<td></td>
</tr>
<tr>
<td>Revenue Account</td>
<td>$431,233.89</td>
</tr>
<tr>
<td>Reserve Fund</td>
<td>$931,212.50</td>
</tr>
<tr>
<td>Prepayment Account</td>
<td>$339.74</td>
</tr>
<tr>
<td><strong>Total Net Proceeds</strong></td>
<td>$9,497,786.13</td>
</tr>
<tr>
<td><strong>USES:</strong></td>
<td></td>
</tr>
<tr>
<td>Refunding Escrow Deposits:</td>
<td></td>
</tr>
<tr>
<td>Cash Deposit to Escrow</td>
<td>($8,836,734.38)</td>
</tr>
<tr>
<td>Other Fund Deposits:</td>
<td></td>
</tr>
<tr>
<td>Interest Through 11/1/2019</td>
<td>($56,965.17)</td>
</tr>
<tr>
<td>Debt Service Reserve Fund @ 50% MADS</td>
<td>($369,122.50)</td>
</tr>
<tr>
<td>Delivery Date Expenses:</td>
<td></td>
</tr>
<tr>
<td>Cost of Issuance</td>
<td>($71,247.15)</td>
</tr>
<tr>
<td>Underwriter's Discount</td>
<td>($162,700.00)</td>
</tr>
<tr>
<td>Other Uses of Funds:</td>
<td></td>
</tr>
<tr>
<td>Additional Proceeds</td>
<td>($1,016.93)</td>
</tr>
<tr>
<td><strong>Total Uses</strong></td>
<td>($9,497,786.13)</td>
</tr>
<tr>
<td>Source: District's Underwriter</td>
<td></td>
</tr>
</tbody>
</table>

TABLE 5A: FINANCING INFORMATION - SERIES 2019A-2 AREA TWO ASSESSMENTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Average Interest Rate</td>
<td>4.318%</td>
</tr>
<tr>
<td><strong>Estimated Initial Principal Amount</strong></td>
<td>$8,135,000.00</td>
</tr>
<tr>
<td>Aggregate Annual Installment</td>
<td>$738,245.00</td>
</tr>
<tr>
<td>Estimated County Collection Costs</td>
<td>2%</td>
</tr>
<tr>
<td>Estimated Maximum Early Payment Discounts</td>
<td>4%</td>
</tr>
<tr>
<td>Estimated Total Annual Installment</td>
<td>$784,699.19</td>
</tr>
</tbody>
</table>

(1) Ultimate collection schedule at the District's discretion
(2) Based on MADS for the Series 2019A-2 Area Two Term Bonds.
(3) May vary as provided by law
TABLE 6: FINANCING INFORMATION - SERIES 2019A-1

Estimated Issue Date: September 1, 2019
Final Maturity: May 1, 2048
Estimated Average Coupon Rate: 4.746%
Maximum Annual Debt Service (MADS): $1,154,946.50

**SOURCES:**

Bond Proceeds:

- **PAR AMOUNT**: $18,200,000.00
- Total Net Proceeds: $18,200,000.00

**USES:**

Project Fund Deposits:
- Project Fund: ($16,381,699.47)

Other Fund Deposits:
- Debt Service Reserve Fund @ 100% MADS: ($1,154,946.50)
- Capitalized Interest Through 11/1/2019: ($139,956.58)

Delivery Date Expenses:
- Cost of Issuance: ($159,397.45)
- Underwriter's Discount: ($364,000.00)

Total Uses: ($18,200,000.00)

Source: District's Underwriter

---

**TABLE 6A: FINANCING INFORMATION - SERIES 2019A-1 ASSESSMENTS**

Estimated Average Interest Rate: 4.746%

Estimated Initial Principal Amount: $18,200,000.00

Aggregate Annual Installment: $1,154,946.50 (2)
Estimated County Collection Costs: 2% $23,570.34 (3)
Maximum Early Payment Discounts: 4% $49,104.87 (3)

Estimated Total Annual Installment: $1,227,621.70

(1) Ultimate collection schedule at the District's discretion
(2) Based on MADS for the Series 2019A-1 Bonds
(3) May vary as provided by law
TABLE 7: FINANCING INFORMATION - SERIES 2019A (AGGREGATE)*

Estimated Issuance Date  September 1, 2019
Final Maturity  May 1, 2048
Average Coupon Rate  4.654%
Maximum Annual Debt Service (MADS)  $2,100,771.50

SOURCES:
Bond Proceeds:
PAR AMOUNT $28,545,000.00

Other Sources of Funds:
Revenue Account
Revenue Account (Series 2001A/2002)  $886,914.42
Reserve Fund (Series 2001A/2002)  $1,236,987.50
Prepayment Account (Series 2001A/2002)  $1,064.74

Total Net Proceeds  $30,669,966.66

USES:
Project Fund Deposits:
Project Fund  ($16,381,699.47)

Refunding Escrow Deposits:
Cash Deposit to Escrow  ($11,620,630.21)

Other Fund Deposits:
Interest Through 11/1/2019  ($72,283.67)
Debt Service Reserve Fund  ($1,629,983.75)
Capitalized Interest Through 11/1/2019  ($139,956.58)

Delivery Date Expenses:
Cost of Issuance  ($250,000.00)
Underwriter's Discount  ($570,900.00)

Other Uses of Funds:
Additional Proceeds  ($4,512.98)

Total Uses  ($30,669,966.66)

Source: District's Underwriter
* Shown for illustrative purposes only. The Series 2019A Bonds and Assessments will be designated as shown in Tables 4, 5 and 6.

TABLE 7A: FINANCING INFORMATION - SERIES 2019A ASSESSMENTS (AGGREGATE)*

Estimated Average Interest Rate  4.654%

Estimated Initial Principal Amount  $28,545,000.00

Aggregate Annual Installment  $2,100,771.50 (2)
Estimated County Collection Costs  2%  $42,872.89 (3)
Maximum Early Payment Discounts  4%  $89,318.52 (3)
Estimated Total Annual Installment  $2,232,962.90

(1) Ultimate collection schedule at the District's discretion
(2) Based on MADS for the Series 2019A Bonds
(3) May vary as provided by law
* Shown for illustrative purposes only. The Series 2019A Bonds and Assessments will be designated as shown in Tables 4, 5 and 6.
### TABLE 8: ASSESSMENT ALLOCATION - SERIES 2019A-2 AREA ONE ASSESSMENTS (1)

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>PER UNIT</th>
<th>EAUs</th>
<th>TOTAL</th>
<th>TOTAL</th>
<th>PRINCIPAL</th>
<th>PRINCIPAL</th>
<th>ANNUAL INSTLMT. (2)</th>
<th>ANNUAL INSTLMT. (2)</th>
<th>SERIES 2001A</th>
<th>SERIES 2001A</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>PER UNIT</td>
<td>EAUs</td>
<td>TOTAL</td>
<td>TOTAL</td>
<td>PRINCIPAL</td>
<td>PRINCIPAL</td>
<td>PER UNIT ANNUAL</td>
<td>PER UNIT ANNUAL</td>
<td>PRINCIPAL</td>
<td>PRINCIPAL</td>
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<tr>
<td></td>
<td>EAUs</td>
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<tr>
<td>SINGLE FAMILY 60'</td>
<td>0.60</td>
<td>113</td>
<td>$579,644.10</td>
<td>$5,129.59</td>
<td>$59,055.22</td>
<td>$522.61</td>
<td>$6,289.76</td>
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<td>$6,289.76</td>
<td>$769.28</td>
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<tr>
<td>SINGLE FAMILY 70'</td>
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<td>143</td>
<td>$855,787.23</td>
<td>$5,984.53</td>
<td>$87,189.19</td>
<td>$609.71</td>
<td>$7,338.07</td>
<td>$897.49</td>
<td>$7,338.07</td>
<td>$897.49</td>
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<tr>
<td>SINGLE FAMILY 80'</td>
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<td>77</td>
<td>$526,638.30</td>
<td>$6,839.46</td>
<td>$53,654.89</td>
<td>$696.82</td>
<td>$8,386.35</td>
<td>$1,025.70</td>
<td>$8,386.35</td>
<td>$1,025.70</td>
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<tr>
<td>SINGLE FAMILY 100'</td>
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<td>29</td>
<td>$247,930.37</td>
<td>$8,549.32</td>
<td>$25,259.61</td>
<td>$871.02</td>
<td>$10,482.94</td>
<td>$1,282.13</td>
<td>$10,482.94</td>
<td>$1,282.13</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>362</td>
<td>$2,210,000.00</td>
<td>$225,158.91</td>
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</tbody>
</table>

(1) Allocation of Series 2019A-2 Area One Assessments based on existing EAU methodology.
(2) Reflects prepayment of two (2) lots of Series 2001A Assessments.
(3) Includes estimated Hillsborough County collection costs/payment discounts, which may fluctuate.

### TABLE 9: ASSESSMENT ALLOCATION - SERIES 2019A-2 AREA TWO ASSESSMENTS (1)

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>PER UNIT</th>
<th>EAUs</th>
<th>TOTAL</th>
<th>TOTAL</th>
<th>PRINCIPAL</th>
<th>PRINCIPAL</th>
<th>ANNUAL INSTLMT. (2)</th>
<th>ANNUAL INSTLMT. (2)</th>
<th>SERIES 2002</th>
<th>SERIES 2002</th>
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<tbody>
<tr>
<td></td>
<td>PER UNIT</td>
<td>EAUs</td>
<td>TOTAL</td>
<td>TOTAL</td>
<td>PRINCIPAL</td>
<td>PRINCIPAL</td>
<td>PER UNIT ANNUAL</td>
<td>PER UNIT ANNUAL</td>
<td>PRINCIPAL</td>
<td>PRINCIPAL</td>
</tr>
<tr>
<td></td>
<td>EAUs</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>TOWNHOME</td>
<td>0.25</td>
<td>251</td>
<td>$688,105.75</td>
<td>$2,741.46</td>
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<td>$264.44</td>
<td>$2,919.68</td>
<td>$336.68</td>
<td>$2,919.68</td>
<td>$336.68</td>
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<tr>
<td>VILLA</td>
<td>0.40</td>
<td>453</td>
<td>$1,987,008.16</td>
<td>$4,386.33</td>
<td>$191,666.10</td>
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<td>$4,671.49</td>
<td>$538.30</td>
<td>$4,671.49</td>
<td>$538.30</td>
</tr>
<tr>
<td>SINGLE FAMILY 50'</td>
<td>0.50</td>
<td>45</td>
<td>$246,731.15</td>
<td>$5,482.91</td>
<td>$23,799.60</td>
<td>$528.88</td>
<td>$5,839.36</td>
<td>$672.38</td>
<td>$5,839.36</td>
<td>$672.38</td>
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<tr>
<td>SINGLE FAMILY 60'</td>
<td>0.60</td>
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<td>$789,539.66</td>
<td>$6,579.50</td>
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<td>$634.66</td>
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<td>$807.45</td>
<td>$7,007.24</td>
<td>$807.45</td>
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<tr>
<td>SINGLE FAMILY 80'</td>
<td>0.80</td>
<td>365</td>
<td>$3,202,021.97</td>
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<td>$634.66</td>
<td>$1,057.76</td>
<td>$1,345.74</td>
<td>$1,057.76</td>
<td>$1,345.74</td>
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<td>SINGLE FAMILY 100'</td>
<td>1.00</td>
<td>61</td>
<td>$668,915.55</td>
<td>$10,965.83</td>
<td>$64,523.35</td>
<td>$1,222.06</td>
<td>$11,678.74</td>
<td>$3,028.17</td>
<td>$11,678.74</td>
<td>$3,028.17</td>
</tr>
<tr>
<td>COMMERCIAL</td>
<td>2.25</td>
<td>22.4</td>
<td>$552,677.77</td>
<td>$24,673.11</td>
<td>$53,311.10</td>
<td>$2,749.64</td>
<td>$26,277.15</td>
<td>$3,028.17</td>
<td>$26,277.15</td>
<td>$3,028.17</td>
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<tr>
<td>TOTAL</td>
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</tr>
</tbody>
</table>

(1) Allocation of Series 2019A-2 Area Two Assessments based on existing EAU methodology.
(2) Reflects prepayment of five (5) lots of Series 2002 Assessments.
(3) Includes estimated Pasco Hillsborough collection costs/payment discounts, which may fluctuate.

### TABLE 10: ASSESSMENT ALLOCATION - SERIES 2019A-1 ASSESSMENTS (1)

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>PER UNIT</th>
<th>EAUs</th>
<th>TOTAL</th>
<th>TOTAL</th>
<th>PRINCIPAL</th>
<th>PRINCIPAL</th>
<th>ANNUAL INSTLMT. (2)</th>
<th>ANNUAL INSTLMT. (2)</th>
<th>SERIES 2001A</th>
<th>SERIES 2001A</th>
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<tr>
<td></td>
<td>PER UNIT</td>
<td>EAUs</td>
<td>TOTAL</td>
<td>TOTAL</td>
<td>PRINCIPAL</td>
<td>PRINCIPAL</td>
<td>PER UNIT ANNUAL</td>
<td>PER UNIT ANNUAL</td>
<td>PRINCIPAL</td>
<td>PRINCIPAL</td>
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<tr>
<td></td>
<td>EAUs</td>
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</tr>
<tr>
<td>TOWNHOME</td>
<td>0.25</td>
<td>251</td>
<td>$1,136,877.21</td>
<td>$4,529.39</td>
<td>$76,684.35</td>
<td>$305.52</td>
<td>$36,764.52</td>
<td>$488.82</td>
<td>$36,764.52</td>
<td>$488.82</td>
</tr>
<tr>
<td>VILLA</td>
<td>0.40</td>
<td>453</td>
<td>$3,017,008.16</td>
<td>$4,529.39</td>
<td>$76,684.35</td>
<td>$305.52</td>
<td>$46,764.52</td>
<td>$488.82</td>
<td>$46,764.52</td>
<td>$488.82</td>
</tr>
<tr>
<td>SINGLE FAMILY 50'</td>
<td>0.50</td>
<td>45</td>
<td>$907,645.21</td>
<td>$9,058.78</td>
<td>$27,496.38</td>
<td>$611.03</td>
<td>$23,045.21</td>
<td>$611.03</td>
<td>$23,045.21</td>
<td>$611.03</td>
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<tr>
<td>SINGLE FAMILY 60'</td>
<td>0.60</td>
<td>234</td>
<td>$2,543,706.14</td>
<td>$10,870.54</td>
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<td>$122,328.34</td>
<td>$855.44</td>
<td>$122,328.34</td>
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<tr>
<td>SINGLE FAMILY 70'</td>
<td>0.70</td>
<td>143</td>
<td>$1,813,568.26</td>
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<td>$109,985.52</td>
<td>$1,222.06</td>
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<td>$1,222.06</td>
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<tr>
<td>SINGLE FAMILY 80'</td>
<td>0.80</td>
<td>365</td>
<td>$3,949,853.17</td>
<td>$14,494.05</td>
<td>$109,985.52</td>
<td>$1,222.06</td>
<td>$109,985.52</td>
<td>$1,222.06</td>
<td>$109,985.52</td>
<td>$1,222.06</td>
</tr>
<tr>
<td>SINGLE FAMILY 100'</td>
<td>1.00</td>
<td>61</td>
<td>$668,915.55</td>
<td>$10,965.83</td>
<td>$109,985.52</td>
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<td>$109,985.52</td>
<td>$1,222.06</td>
<td>$109,985.52</td>
<td>$1,222.06</td>
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<tr>
<td>COMMERCIAL</td>
<td>2.25</td>
<td>22.4</td>
<td>$552,677.77</td>
<td>$24,673.11</td>
<td>$53,311.10</td>
<td>$2,749.64</td>
<td>$26,277.15</td>
<td>$3,028.17</td>
<td>$26,277.15</td>
<td>$3,028.17</td>
</tr>
<tr>
<td>TOTAL</td>
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</tr>
</tbody>
</table>

(2) Includes estimated Hillsborough County collection costs/payment discounts, which may fluctuate.
<table>
<thead>
<tr>
<th>PRODUCT AREA NET INCREASE/UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SINGLE FAMILY 60' 1 $486.57</td>
</tr>
<tr>
<td>PREPAID SF 60' 1 $733.24</td>
</tr>
<tr>
<td>SINGLE FAMILY 70' 1 $567.67</td>
</tr>
<tr>
<td>SINGLE FAMILY 80' 1 $648.77</td>
</tr>
<tr>
<td>PREPAID SF 80' 1 $977.65</td>
</tr>
<tr>
<td>SINGLE FAMILY 100' 1 $810.95</td>
</tr>
<tr>
<td>TOWNHOME 2 $233.28</td>
</tr>
<tr>
<td>VILLA 2 $373.62</td>
</tr>
<tr>
<td>PREPAID VILLA 2 $488.82</td>
</tr>
<tr>
<td>SINGLE FAMILY 50' 2 $467.53</td>
</tr>
<tr>
<td>SINGLE FAMILY 60' 2 $560.45</td>
</tr>
<tr>
<td>SINGLE FAMILY 80' 2 $747.26</td>
</tr>
<tr>
<td>PREPAID SF 80' 2 $977.65</td>
</tr>
<tr>
<td>SINGLE FAMILY 100' 2 $934.08</td>
</tr>
<tr>
<td>COMMERCIAL 2 $2,101.43</td>
</tr>
</tbody>
</table>

(1) Allocation of Series 2019A Assessments based on an aggregate of refunding and new money
(2) Includes estimated Hillsborough County collection costs/payment discounts, which may fluctuate.
<table>
<thead>
<tr>
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</table>
Tab 6
RESOLUTION NO. 2019-08

WHEREAS, the Board of Supervisors of Harbor Bay Community Development District (the "Board" and the "District," respectively) has determined to proceed at this time with the sale and issuance of Harbor Bay Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2019A (the "Bonds") to be issued under and pursuant to a Master Trust Indenture, dated as of August 1, 2001 (the "Master Indenture"), from the District to U.S. Bank National Association, Orlando, Florida, as successor in trust to SunTrust Bank, as trustee (the "Trustee"), as amended and supplemented by a Third Supplemental Trust Indenture, to be dated as of the first day of the first month and year in which the Bonds are issued thereunder (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), from the District to the Trustee, in order to finance the Costs of the Series 2019 Project and currently refund and redeem all of the Outstanding principal amount of the District’s Capital Improvement Revenue Bonds, Series 2001A and Capital Improvement Revenue Bonds, Series 2002 (collectively, the "Refunded Bonds");

WHEREAS, the Board has determined that given the nature of the market, the necessity for moving rapidly and the nature of the security for the Bonds, it is necessary and desirable for the Bonds to be sold by negotiated sale rather than competitive bid;

WHEREAS, the Board has received an offer from MBS Capital Markets, LLC (the "Underwriter") for the purchase of the Bonds within parameters to be established by the Board and the Board has determined that authorization of the Chairman or other designated person to enter into a Bond Purchase Agreement (the "Purchase Agreement") in substantially the form attached hereto as Exhibit A for the sale of the Bonds to the Underwriter within the Parameters (as defined herein) herein set forth is in the best interests of the District for the reasons hereafter indicated; and

WHEREAS, in conjunction with the sale and issuance of the Bonds it is necessary to approve the form of Supplemental Indenture; to establish the parameters for the delegated award of the Bonds as set forth in Schedule I attached hereto (the "Parameters"); to authorize the Chairman to approve the use of the Preliminary Limited Offering Memorandum relating to the Bonds and the form of the final Limited Offering Memorandum; to approve forms of the Bonds; and to provide for various other matters with respect to the Bonds and the undertaking of the Series 2019 Project and the refunding of the Refunded Bonds;

NOW, THEREFORE, BE IT RESOLVED that:

1. **Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture.
2. **Award.** The Purchase Agreement in the form attached hereto as Exhibit A is hereby approved in substantial form and the sale of the Bonds to the Underwriter upon the terms and conditions therein set forth, but within the Parameters, is hereby approved. The Chairman and the Secretary are hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the District, with such changes, additions, deletions and insertions as shall be approved by the official executing such Purchase Agreement, which approval shall be conclusively evidenced by the execution and delivery thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Purchase Agreement, which, when executed and delivered by the District and the Underwriter, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms. The Chairman and the Secretary are hereby authorized and directed to execute, by manual or facsimile signature, seal or cause a facsimile seal to be impressed thereon, and deliver or cause to be delivered to the Trustee, the Bonds for authentication and then to deliver or cause to be delivered the Bonds to or upon the order of the Underwriter, upon payment by the Underwriter of the purchase price thereof.

3. **Negotiated Sale.** The Board hereby determines that a negotiated sale of the Bonds to the Underwriter is in the best interests of the District because the market for instruments such as the Bonds is limited, because of prevailing market conditions and because the delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the Bonds.

4. **Ratification of Master Indenture; Approval of Form of Supplemental Indenture; Appointment of Trustee, Paying Agent and Bond Registrar.** Attached hereto as Exhibit B is the form of the Supplemental Indenture, which is hereby authorized and approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman and the Secretary, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Supplemental Indenture and the Chairman is hereby authorized to deliver to the Trustee the Supplemental Indenture, which, when executed and delivered by the Trustee, shall constitute the legal, valid and binding obligation of the District, enforceable in accordance with its terms. The Master Indenture as executed and delivered and the appointment of U.S. Bank National Association, as Trustee, Paying Agent and Bond Registrar under the Master Indenture is hereby ratified and confirmed and U.S. Bank National Association is hereby appointed as Trustee, Paying Agent and Bond Registrar under the Supplemental Indenture and as Escrow Agent under the Escrow Deposit Agreement (hereinafter defined).

5. **Description of Bonds.** The Bonds shall be dated as of their date of delivery and may be issued in one or more Series having such details as shall be set forth in the Purchase Agreement and as reflected in the Supplemental Indenture, but within the Parameters. The Bonds may be signed by the manual or facsimile signature of the Chairman and initially countersigned by the manual or facsimile signature of
the Secretary. The Bonds shall, subject to the Parameters, be in the forms and subject to redemption on the terms, at the times and prices and in the manner provided in the Purchase Agreement and in the forms of Bonds attached to the Supplemental Indenture, which forms are hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman and the Secretary, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Bonds and the Chairman is hereby authorized to deliver to the Trustee for authentication and delivery to the Underwriter the Bonds which, when executed and delivered by the Trustee, shall be the legal, valid and binding obligations of the District, enforceable in accordance with their terms.

6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum; Continuing Disclosure Agreement. The Chairman is hereby authorized to approve the form and content of the Preliminary Limited Offering Memorandum (the form of which is attached hereto as Exhibit C, the "Preliminary Limited Offering Memorandum") with such changes, additions, deletions and insertions as shall be approved by the Chairman prior to its distribution and the final form of which is to be dated the date of execution and delivery of the Purchase Agreement (the "Limited Offering Memorandum") relating to the Bonds. The Chairman and the Secretary are hereby authorized to execute on behalf of the District such Limited Offering Memorandum with such changes, additions, deletions and insertions thereto as such officers may approve (such approval to be conclusively evidenced by their execution of said Limited Offering Memorandum), and to deliver such Limited Offering Memorandum to the Underwriter in sufficient quantities for use by the Underwriter in marketing the Bonds. The Chairman is hereby authorized to deem "final" the Preliminary Limited Offering Memorandum, as of its date, for the purposes and within the meaning of Section 240.15c2-12 Code of Federal Regulations (the "SEC Rule") (except for information concerning the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings or other terms dependent upon such matters, and except for such technical and conforming changes which shall be approved by an Authorized Officer which approval shall be evidenced by the execution thereof).

The Continuing Disclosure Agreement relating to the Bonds in the form attached hereto as Exhibit D is hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman and the Secretary, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Continuing Disclosure Agreement, which, when executed and delivered by the District, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

7. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Bonds,
including but not limited to adoption of this Resolution, were taken in open meetings of
the members of the Board and all deliberations of the members of the Board that
resulted in such official acts were in meetings open to the public, in compliance with all
legal requirements including, but not limited to, the requirements of Section 286.011,
Florida Statutes.

8. **Other Actions.** The Chairman, the Secretary, and all other members,
officers and employees of the Board and the District are hereby authorized and directed
to take all actions necessary or desirable in connection with the issuance and delivery
of the Bonds and the consummation of all transactions in connection therewith,
including the execution of all certificates, documents, papers, and agreements
necessary to the undertaking and fulfillment of all transactions referred to in or
contemplated by the Indenture, the Preliminary Limited Offering Memorandum, the
Limited Offering Memorandum, this Resolution, the Continuing Disclosure Agreement,
the Escrow Agreement and the Purchase Agreement, in all cases within the
Parameters.

The Vice Chairman is hereby authorized to act in the stead of the Chairman in
any undertaking authorized or required of the Chairman hereunder and any Assistant
Secretary is hereby authorized to act in the stead of the Secretary in any undertaking
authorized or required of the Secretary hereunder.

9. **Deposits to Funds and Accounts; Escrow Deposit Agreement.** The
Trustee is hereby authorized and directed to apply the proceeds of the Bonds in the
amounts and in the manner set forth in Section 402 of the Supplemental Indenture.
Amounts on deposit in the Funds and Accounts for the Refunded Bonds shall be
applied as directed by the Chairman in a certificate directed to the Trustee and
delivered at the closing on the Bonds, subject to the approval of Bond Counsel.

The Escrow Deposit Agreement (the "Escrow Deposit Agreement"), between the
District and the Trustee, in its capacity as Escrow Agent, relating to the Refunded
Bonds shall be in the form attached hereto as Exhibit E, subject to such changes,
additions, deletions and insertions as shall be approved by the Chairman, which
approval shall be conclusively evidenced by the execution thereof. The Chairman is
hereby authorized to execute and the Secretary is authorized to attest the Escrow
Deposit Agreement, which, when executed and delivered by the District, shall be the
legal, valid and binding obligation of the District, enforceable in accordance with its
terms.

10. **Undertaking of the Series 2019 Project, Refunding of the
Refunded Bonds and Execution and Delivery of Other Instruments;
Appointment of Verification Agent.** The Board hereby authorizes the undertaking
of the Series 2019 Project as prescribed in the Supplemental Indenture, and authorizes
and directs the District staff and Consulting Engineer to proceed with due diligence to
the completion thereof in accordance with the Indenture and as described in the
Limited Offering Memorandum and authorizes and approves the refunding of the Refunded Bonds. The Board hereby authorizes the Chairman and the Secretary to execute and deliver, receive or enter into such agreements, contracts, documents, instruments, certificates and proceedings incident thereto or necessary in order to effect the undertaking of the Series 2019 Project, the refunding of the Refunded Bonds and the issuance, sale and delivery of the Bonds, including, but not limited to the execution and delivery of the DTC Letter of Representation.

The Chairman is hereby authorized and directed to appoint Causey Demgen & Moore, P.C., as verification agent if required in connection with the transactions contemplated hereby.

11. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents and consultants of the District in furtherance of the issuance of the Bonds, are hereby approved, confirmed and ratified.

12. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

13. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED in Public Session of the Board of Supervisors of Harbor Bay Community Development District, this 18th day of July, 2019.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Attest:

________________________  ________________________________
Secretary/Assistant Secretary  Chairman/Vice Chairman, Board of Supervisors
## SCHEDULE I
### PARAMETERS

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not to Exceed Aggregate Principal Amount:</td>
<td>$29,500,000; provided that the principal amount of the Series 2019A-1 Bonds shall not exceed $18,200,000.</td>
</tr>
<tr>
<td>Not to Exceed Interest Rate:</td>
<td>Maximum statutory rate; provided that a minimum of $15,834,289 of proceeds is generated from the Series 2019A-1 Bonds for the Series 2019 Project.</td>
</tr>
</tbody>
</table>
| Not to Exceed Maturity Date:                        | May 1, 2048 for the Series 2019A-1 Bonds  
May 1, 2033 for the Series 2019A-2 Area One Bonds  
May 1, 2034 for the Series 2019A-2 Area Two Bonds |
| Maximum Underwriter’s Discount:                      | 2.0%                                                                                                                                 |
| Redemption Provisions:                               | The Bonds shall be subject to redemption as set forth in the forms of Bonds attached to the form of Supplemental Indenture attached hereto. The Bonds shall be subject to optional redemption no later than May 1, 2029 at the redemption price of no greater than 100% of par plus accrued interest to the date of redemption. |
THIRD SUPPLEMENTAL TRUST INDENTURE

HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT

TO
U.S. BANK NATIONAL ASSOCIATION,
AS SUCCESSOR IN TRUST TO SUNTRUST BANK,
AS TRUSTEE

August 1, 2019
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This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the Third Supplemental Trust Indenture.

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THIRD SUPPLEMENTAL
TRUST INDENTURE

THIS THIRD SUPPLEMENTAL TRUST INDENTURE (the "Third Supplemental Indenture") is dated as of August 1, 2019, from HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT (the "District") to U.S. BANK NATIONAL ASSOCIATION, as successor in trust to SunTrust Bank, as trustee (the "Trustee"), a national banking association, authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

WHEREAS, the District entered into a Master Trust Indenture, dated as of August 1, 2001 (the "Master Indenture" and together with this Third Supplemental Indenture, the "Indenture") with the Trustee to secure the issuance of its Harbor Bay Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution No. 99-19 adopted by the Governing Body of the District on August 24, 1999, the District has authorized the issuance, sale and delivery of not to exceed $75,000,000 of Bonds, to be issued in one or more Series of Bonds as authorized under the Master Indenture, which Bonds were validated by final judgment of the Circuit Court of Hillsborough County, Florida on March 21, 2000, the appeal period for which expired with no appeals having been taken; and

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2001-04, on May 29, 2001, providing for the acquisition, construction and installation of assessable capital improvements (the "2001 Project"), providing estimated Costs of the 2001 Project, defining assessable property to be benefited by the 2001 Project, defining the portion of the Costs of the 2001 Project with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the Costs of the acquisition, construction and installation of the 2001 Project, and the Governing Body of the District duly adopted Resolution No. 01-06, on August 6, 2001, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property; and

WHEREAS, pursuant to Resolution No. 01-07, adopted by the Governing Body of the District on August 16, 2001, the District authorized, issued and sold its $3,870,000 Harbor Bay Community Development District Capital Improvement Revenue Bonds, Series 2001A (the "Series 2001A Bonds") and its $22,780,000
Harbor Bay Community Development District Capital Improvement Revenue Bonds, Series 2001B (the "Series 2001B Bonds" and, together with the Series 2001A Bonds, the "Series 2001 Bonds"), as an issue of Bonds under the Master Indenture, and authorized the execution and delivery of the Master Indenture and a First Supplemental Trust Indenture, dated as of August 1, 2001 (the "First Supplemental Indenture"), from the District to the Trustee to secure the issuance of the Series 2001 Bonds and to set forth the terms of the Series 2001 Bonds; and

WHEREAS, the Series 2001A Bonds are currently Outstanding in the aggregate principal amount of $2,705,000 and the Series 2001B Bonds are no longer Outstanding; and

WHEREAS, the District applied the proceeds of the Series 2001 Bonds to: (i) finance a portion of the Cost of acquiring, constructing and equipping the 2001 Project; (ii) pay certain costs associated with the issuance of the Series 2001 Bonds; (iii) make a deposit into the related Series Reserve Account for the benefit of all of the Series 2001 Bonds; and (iv) pay a portion of the interest to become due on the Series 2001 Bonds; and

WHEREAS, the Series 2001 Bonds are payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District pursuant to the Series 2019A-2 Area One Assessment Proceedings (hereinafter defined) with respect to property specially benefited by the 2001 Project (the "Series 2001 Assessments"), which, together with the 2001 Pledged Funds and Accounts (as defined in the First Supplemental Indenture) comprise the 2001 Trust Estate (as defined in the First Supplemental Indenture); and

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2002-07, on September 26, 2002, providing for the acquisition, construction and installation of assessable capital improvements (the "2002 Project"), providing estimated Costs of the 2002 Project, defining assessable property to be benefited by the 2002 Project, defining the portion of the Costs of the 2002 Project with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the Costs of the acquisition, construction and installation of the 2002 Project, and the Governing Body of the District duly adopted Resolution No. 2003-12, on December 3, 2002, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property; and

WHEREAS, pursuant to Resolution No. 03-11, adopted by the Governing Body of the District on November 19, 2002, the District authorized, issued and sold its $12,500,000 Harbor Bay Community Development District Capital Improvement Revenue Bonds, Series 2002 (the "Series 2002 Bonds"), as an issue of Bonds under
the Master Indenture, and ratified and confirmed the Master Indenture and
authorized the execution and delivery of a Second Supplemental Trust Indenture,
dated as of November 1, 2002 (the "Second Supplemental Indenture"), from the
District to the Trustee to secure the issuance of the Series 2002 Bonds and to set
forth the terms of the Series 2002 Bonds; and

WHEREAS, the Series 2002 Bonds are currently Outstanding in the
aggregate principal amount of $8,595,000; and

WHEREAS, the District applied the proceeds of the Series 2002 Bonds to: (i)
finance a portion of the Cost of acquiring, constructing and equipping the 2002
Project; (ii) pay certain costs associated with the issuance of the Series 2002 Bonds;
(iii) make a deposit into the related Series Reserve Account for the benefit of all of
the Series 2002 Bonds; and (iv) pay a portion of the interest to become due on the
Series 2002 Bonds; and

WHEREAS, the Series 2002 Bonds are payable from and secured in part by
revenues derived from Assessments imposed, levied and collected by the District
pursuant to the Series 2019A-2 Area Two Assessment Proceedings (hereinafter
defined) with respect to property specially benefited by the 2002 Project (the "Series
2002 Assessments"), which, together with the 2002 Pledged Funds and Accounts (as
defined in the Second Supplemental Indenture) comprise the 2002 Trust Estate (as
defined in the Second Supplemental Indenture); and

WHEREAS, the District has determined that it would be in the best interest
of the District to currently refund and redeem all of the Outstanding Series 2001A
Bonds and Series 2002 Bonds (collectively, the "Refunded Bonds") and to finance
certain capital improvements within the District (as more particularly described in
Exhibit A hereto, the "Series 2019 Project"); and

WHEREAS, the Governing Body of the District duly adopted Resolution No.
2016-02, on March 17, 2016, providing for the acquisition, construction and
installation of the Series 2019 Project, providing estimated Costs of the Series 2019
Project, defining assessable property to be benefited by the Series 2019 Project,
defining the portion of the Costs of the Series 2019 Project with respect to which
Assessments will be imposed and the manner in which such Assessments shall be
levied against such benefited property within the District, directing the preparation
of an assessment roll, and stating the intent of the District to issue Bonds of the
District secured by such Assessments to finance the Costs of the acquisition,
construction and installation of the Series 2019 Project, and the Governing Body of
the District duly adopted Resolution No. 2016-03, on April 28, 2016, following a
public hearing conducted in accordance with the Act, to fix and establish such
Assessments and benefited property; and
WHEREAS, pursuant to Resolution No. 2016-04, adopted by the Governing Body of the District on April 28, 2016, the District has authorized the issuance, sale and delivery of not to exceed $19,800,000 of Bonds, to be issued under the Master Indenture to finance the Series 2019 Project, which Bonds were validated by final judgment of the Circuit Court of Hillsborough County, Florida on May 11, 2017, the appeal period for which expired with no appeals having been taken; and

WHEREAS, pursuant to Resolution No. 2019-08, adopted by the Governing Body of the District on July 18, 2019, the District has authorized the issuance, sale and delivery of its $[Bond Amount] Harbor Bay Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2019A (the "Series 2019A Bonds"), further designated as $[A-1 Amount] Harbor Bay Community Development District Capital Improvement Revenue Bonds, Series 2019A-1 (the "Series 2019A-1 Bonds") and $[A-2 Amount] Harbor Bay Community Development District Capital Improvement Revenue Refunding Bonds, Series 2019A-2 (the "Series 2019A-2 Bonds") consisting of one or more Series 2019A-2 Term Bonds (Area One) in the aggregate principal amount of $[_______] (the "Series 2019A-2 Area One Term Bonds") and Series 2019A-2 Term Bonds (Area Two) in the aggregate principal amount of $[_______] (the "Series 2019A-2 Area Two Term Bonds"), which are all issued hereunder as one Series of Bonds under the Master Indenture, and has ratified and confirmed the Master Indenture and authorized the execution and delivery of this Third Supplemental Indenture to secure the issuance of the Series 2019A Bonds and to set forth the terms of the Series 2019A Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2019A Bonds, together with other funds of the District, to: (i) finance a portion of the Cost of acquiring, constructing and equipping the Series 2019 Project; (ii) currently refund and redeem all of the Refunded Bonds; (iii) pay certain costs associated with the issuance of the Series 2019A Bonds; (iv) pay a portion of the interest first coming due on the Series 2019A Bonds; and (v) make a deposit into the Series 2019A Reserve Account to be held for the benefit of all of the Series 2019A Bonds, without privilege or priority of one Series 2019A Bond over another; and

WHEREAS, the Series 2019A Bonds will be payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District with respect to property specially benefited by the 2001 Project, the 2002 Project and the Series 2019 Project (the "Series 2019A Assessments"), which, together with the Series 2019A Pledged Funds (hereinafter defined) will comprise the Series 2019A Trust Estate (hereinafter defined); and

WHEREAS, the execution and delivery of the Series 2019A Bonds and of this Third Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2019A Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Third Supplemental Indenture a valid
and binding agreement and, together with the Master Indenture, a valid and
binding lien on the Series 2019A Trust Estate have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS
THIRD SUPPLEMENTAL INDENTURE WITNESSETH:

That the District, in consideration of the premises, the acceptance by the
Trustee of the trusts hereby created, the mutual covenants herein contained, the
purchase and acceptance of the Series 2019A Bonds by the purchaser or purchasers
thereof, and other good and valuable consideration, receipt of which is hereby
acknowledged, and in order to further secure the payment of the principal and
Redemption Price of, and interest on, all Series 2019A Bonds Outstanding from
time to time, according to their tenor and effect, and such other payments required
to be made under the Master Indenture or hereunder, and to further secure the
observance and performance by the District of all the covenants, expressed or
implied in the Master Indenture, in this Third Supplemental Indenture and in the
Series 2019A Bonds: (a) has executed and delivered this Third Supplemental
Indenture and (b) does hereby, in confirmation of the Master Indenture, grant,
bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its
successors in the trusts under the Master Indenture, and to them and their
successors and assigns forever, all right, title and interest of the District, in, to and
under, subject to the terms and conditions of the Master Indenture and the
provisions of the Master Indenture pertaining to the application thereof for or to the
purposes and on the terms set forth in the Master Indenture the revenues derived
by the District from the Series 2019A Assessments (the "Series 2019A Pledged
Revenues") and the Funds and Accounts (except for the Series 2019A Rebate
Account and, with respect to the Series 2019A-2 Bonds, except for the Series 2019A-
1 Acquisition and Construction Account and the Series 2019A-1 Acquisition and
Construction Subaccount) established hereby (the "Series 2019A Pledged Funds")
which shall comprise a part of the Trust Estate securing the Series 2019A Bonds
(the "Series 2019A Trust Estate");

TO HAVE AND TO HOLD all the same by the Master Indenture granted,
bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended
so to be, to the Trustee and its successors in said trust and to it and its assigns
forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise
be provided in the Master Indenture and herein provided with respect to the Series
2019A Bonds, upon the terms and trusts in the Indenture set forth for the equal
and proportionate benefit, security and protection of all and singular the present
and future Owners of the Series 2019A Bonds issued or to be issued under and
secured by this Third Supplemental Indenture, without preference, priority or
distinction as to lien or otherwise, of any one Series 2019A Bond over any other
Series 2019A Bond by reason of priority in their issue, sale or execution;
PROVIDED HOWEVER, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2019A Bonds or any Series 2019A Bond of a particular Series or maturity issued, secured and Outstanding under this Third Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2019A Bonds and this Third Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Third Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Third Supplemental Indenture, then upon such final payments, this Third Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2019A Bonds or any Series 2019A Bond of a particular Series or maturity, otherwise this Third Supplemental Indenture shall remain in full force and effect;

THIS THIRD SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2019A Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as expressed in the Master Indenture (except as amended directly or by implication by this Third Supplemental Indenture), including this Third Supplemental Indenture, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2019A Bonds, as follows:

ARTICLE I
DEFINITIONS

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Beneficial Owners" shall have the meaning given such term by DTC so long as it is the registered Owner through its nominee Cede & Co. of the Series
2019A Bonds as to which such reference is made to enable such Series 2019A Bonds to be held in book-entry only form, and shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

"Bond Depository" shall mean the securities depository from time to time under Section 201 hereof, which may be the District.

"Bond Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Bonds as securities depository.

"Delinquent Assessments" shall mean Delinquent Assessment Principal and Delinquent Assessment Interest.

"Delinquent Assessment Interest" shall mean Series 2019A Assessment Interest deposited by the District with the Trustee on or after such Series 2019A Assessment Interest has, or would have, become delinquent under State law or the Series 2019A Assessment Proceedings applicable thereto.

"Delinquent Assessment Principal" shall mean Series 2019A Assessment Principal deposited by the District with the Trustee on or after such Series 2019A Assessment Principal has, or would have, become delinquent under State law or the Series 2019A Assessment Proceedings applicable thereto.

"DTC" shall mean The Depository Trust Company, New York, New York.

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement between the District and the Trustee, as escrow agent, relating to the payment and redemption of the Refunded Bonds.

"Escrow Fund" shall mean the fund created and established to pay and redeem the Refunded Bonds pursuant to the Escrow Deposit Agreement.

"Government Obligations" shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Interest Payment Date" shall mean each May 1 and November 1, commencing November 1, 2019.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the Outstanding principal amount of the Series 2019A Bonds.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Third Supplemental Indenture.

"On a pro rata basis" shall mean the Outstanding principal amount of each of the Series 2019A-1 Bonds, the Series 2019A-2 Area One Term Bonds and the Series 2019A-2 Area Two Term Bonds, respectively, divided by the total Outstanding principal amount of the Series 2019A Bonds.

"Operation and Maintenance Assessments" shall mean assessments described in Section 190.022(1), Florida Statutes, for the maintenance of District facilities or the operations of the District.

"Redemption Date" shall mean an Interest Payment Date in the case of a partial redemption of Series 2019A Bonds, as applicable, or any date in the case of the redemption of all of the Outstanding Series 2019A Bonds, as applicable.

"Series 2019A Assessment Interest" shall mean the interest on the Series 2019A Assessments which is pledged to the Series 2019A Bonds.

"Series 2019A Assessment Principal" shall mean the principal amount of Series 2019A Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2019A Bonds, other than applicable Delinquent Assessment Principal, Series 2019A-1 Prepayment Principal, Series 2019A-2 Area One Prepayment Principal and Series 2019A-2 Area Two Prepayment Principal.


"Series 2019A Assessment Revenues" shall mean all revenues derived by the District from the Series 2019A Assessments, including proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2019A Bonds.


"Series 2019A Investment Obligations" shall mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District;

(i) Government Obligations;
(ii) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government-sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody’s and S&P at the time of purchase;

(iii) Both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by Moody’s and S&P, and (B) shares of money market mutual funds that invest only in the obligations described in (i) and (ii) above;

(iv) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody’s and S & P; and

(v) Commercial paper (having maturities of not more than 270 days) rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody’s and S & P.

Under all circumstances, the Trustee shall be entitled to conclusively rely that any investment directed by an Authorized Officer of the District is permitted under the Indenture is a legal investment for funds of the District.


"Series 2019A Reserve Account Requirement" shall mean an amount equal to [_____] percent ([__]%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2019A Bonds on the date of determination, which as of the date of issuance of the Series 2019A Bonds is $[RAR].

"Series 2019A-1 Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2019A-1 Assessments which include Resolution Nos. 2016-02 and 2016-03, as supplemented, adopted by the Governing Body of the District, and any
supplemental proceedings undertaken by the District with respect to the Series 2019A-1 Assessments.

"Series 2019A-1 Assessments" shall mean the principal and interest of Assessments received by the District which corresponds to a proportionate amount of the principal and interest of the Series 2019A-1 Bonds levied in accordance with the Series 2019A-1 Assessment Proceedings.

"Series 2019A-1 Prepayment Principal" shall mean the excess amount of Series 2019A Assessment Principal with respect to the Series 2019A-1 Assessments received by the District over the Series 2019A Assessment Principal included within a Series 2019A-1 Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the Series 2019A Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2019A-1 Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"Series 2019A-2 Area One Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2019A-2 Area One Assessments which include Resolution Nos. 2001-04, 2001-05 and 01-06, as supplemented, adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2019A-2 Area One Assessments.


"Series 2019A-2 Area One Prepayment Principal" shall mean the excess amount of Series 2019A Assessment Principal with respect to the Series 2019A-2 Area One Assessments received by the District over the Series 2019A Assessment Principal included within a Series 2019A-2 Area One Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the Series 2019A Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2019A-2 Area One Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"Series 2019A-2 Area One Units" shall mean the 362 residential units encumbered by the Series 2001 Assessments as more fully described in the Methodology Report.

"Series 2019A-2 Area Two Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2019A-2 Area Two Assessments which include Resolution Nos. 2002-07, 2002-08 and 2003-12, as supplemented, adopted by the Governing Body of the
District, and any supplemental proceedings undertaken by the District with respect to the Series 2019A-2 Area Two Assessments.

"Series 2019A-2 Area Two Assessments" shall mean the Assessments allocated to the Series 2019A-2 Area Two Units in accordance with the Series 2019A-2 Area Two Assessment Proceedings.

"Series 2019A-2 Area Two Prepayment Principal" shall mean the excess amount of Series 2019A Assessment Principal with respect to the Series 2019A-2 Area Two Assessments received by the District over the Series 2019A Assessment Principal included within a Series 2019A-2 Area Two Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the Series 2019A Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2019A-2 Area Two Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"Series 2019A-2 Area Two Units" shall mean the 626 single-family residential lots, 251 multi-family units, undeveloped property planned for 418 residential lots and 22.4 acres of commercial property within the District encumbered by the Series 2002 Assessments as more fully described in the Methodology Report.


"Uniform Method" shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes.

ARTICLE II
AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2019A BONDS

Section 201. Authorization of Series 2019A Bonds; Separate Series Designations for Certain Limited Purposes; Book-Entry Only Form. The Series 2019A Bonds are hereby authorized to be issued for the purposes enumerated in the recitals hereto in one Series under the Master Indenture, but designated as "Harbor Bay Community Development District Capital Improvement Revenue Bonds, Series 2019A-1" in the initial principal amount of $[A-1 Amount] and "Harbor Bay Community Development District Capital Improvement Revenue Refunding Bonds, Series 2019A-2" in the initial principal amount of $[A-2 Amount], consisting of one or more Series 2019A-2 Area One Term Bonds in the aggregate principal amount of $[_______] and one of more Series 2019A-2 Area Two Term
Bonds in the aggregate principal amount of $[_______]. The Series 2019A Bonds are for all purposes under the Indenture one and the same Series of Bonds. The Series 2019A Bonds shall be substantially in the forms set forth as Exhibit B to this Third Supplemental Indenture. Each Series 2019A-1 Bond shall bear the designation "2019A-1R" and each Series 2019A-2 Bond shall bear the designation "2019A-2R" and each shall be numbered consecutively from 1 upwards.

The Series 2019A Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2019A Bond for each Series and maturity thereof. Upon initial issuance, the ownership of each such Series 2019A Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2019A Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2019A Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2019A Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2019A Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2019A Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2019A Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2019A Bond for the purpose of payment of principal, premium and interest with respect to such Series 2019A Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2019A Bond, for the purpose of registering transfers with respect to such Series 2019A Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2019A Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2019A Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar,
shall receive a certificated Series 2019A Bond evidencing the obligation of the
District to make payments of principal, premium, if any, and interest pursuant to
the provisions hereof. Upon delivery by DTC to the District of written notice to the
effect that DTC has determined to substitute a new Nominee in place of Cede & Co.,
and subject to the provisions herein with respect to Record Dates, the words "Cede
& Co." in this Third Supplemental Indenture shall refer to such new Nominee of
DTC; and upon receipt of such a notice the District shall promptly deliver a copy of
the same to the Trustee, Bond Registrar and Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i)
confirming that DTC has received written notice from the District to the effect that
a continuation of the requirement that all of the Outstanding Series 2019A Bonds
be registered in the registration books kept by the Bond Registrar in the name of
Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners
of the Series 2019A Bonds or (ii) to the effect that DTC is unable or unwilling to
discharge its responsibilities and no substitute Bond Depository willing to
undertake the functions of DTC hereunder can be found which is willing and able to
undertake such functions upon reasonable and customary terms, the Series 2019A
Bonds shall no longer be restricted to being registered in the registration books kept
by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be
registered in whatever name or names Owners transferring or exchanging the
Series 2019A Bonds shall designate, in accordance with the provisions hereof.

Section 202. Terms. The Series 2019A-1 Bonds shall consist of [___] (___)
Term Bonds, shall bear interest at the fixed interest rates per annum and shall
mature in the amounts and on the dates set forth below:

<table>
<thead>
<tr>
<th>Number</th>
<th>Principal Amount</th>
<th>Maturity (May 1)</th>
<th>Interest Rate</th>
<th>CUSIP</th>
</tr>
</thead>
</table>

The Series 2019A-2 Bonds shall consist of [___] (___) Serial Bonds and [___]
(____) Term Bonds, shall bear interest at the fixed interest rates per annum and
shall mature in the amounts and on the dates set forth below:

<table>
<thead>
<tr>
<th>Number</th>
<th>Principal Amount</th>
<th>Maturity (May 1)</th>
<th>Interest Rate</th>
<th>CUSIP</th>
<th>Type</th>
</tr>
</thead>
</table>

Section 203. Dating and Interest Accrual. Each Series 2019A Bond
shall be dated the date of initial issuance and delivery. Each Series 2019A Bond
also shall bear its date of authentication. Each Series 2019A Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2019A Bond has been paid, in which event such Series 2019A Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2019A Bonds, in which event such Series 2019A Bond shall bear interest from its date. Interest on the Series 2019A Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2019, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 204. Denominations. The Series 2019A Bonds shall be issued in Authorized Denominations; provided, however, that the Series 2019A Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of $100,000 or integral multiples of Authorized Denominations in excess of $100,000.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2019A Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2019A Bonds.

Section 207. Conditions Precedent to Issuance of Series 2019A Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2019A Bonds, all the Series 2019A Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

(a) certified copies of the Series 2019A Assessment Proceedings;
(b) executed copies of the Master Indenture and this Third Supplemental Indenture;
(c) a customary Bond Counsel opinion;
(d) the District Counsel opinion required by the Master Indenture;
(e) a certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2019A Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Third Supplemental Indenture;
(f) an Engineer's Certificate or Engineer's Certificates which set forth the estimated Costs of the Series 2019 Project;
(g) an executed Escrow Deposit Agreement and a verification report prepared by Causey Demgen & Moore, P.C.;

(h) certified copies of the final judgments of validation in respect of the Bonds together with certificates of no appeal; and

(i) the defeasance opinion of bond counsel required by the Master Indenture.

Payment to the Trustee of the purchase price of the Series 2019A Bonds shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the underwriter and the District.

ARTICLE III
REDEMPTION OF SERIES 2019A BONDS

Section 301. Bonds Subject to Redemption. The Series 2019A Bonds are subject to redemption prior to maturity as provided in the respective forms thereof set forth as Exhibit B to this Third Supplemental Indenture. Interest on Series 2019A Bonds which are called for redemption shall be paid on the Redemption Date from the Series 2019A Interest Account or from the Series 2019A Revenue Account to the extent monies in the Series 2019A Interest Account are insufficient for such purpose. Moneys in the Series 2019A Optional Redemption Subaccount in the Series 2019A Redemption Account shall be applied in accordance with Section 506 of the Master Indenture to the optional redemption of Series 2019A Bonds on a pro rata basis.

Section 302. Conditional Notice of Redemption. Notwithstanding any other provision of the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

ARTICLE IV
DEPOSIT OF SERIES 2019A BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts. There are hereby established, as needed, the following Funds and Accounts:
(a) within the Acquisition and Construction Fund held by the Trustee: (i) a Series 2019A-1 Acquisition and Construction Account and therein a Series 2019A-1 Acquisition and Construction Subaccount, each of which to be held solely for the benefit of the Series 2019A-1 Bonds; and (ii) a Series 2019A Costs of Issuance Account;

(b) within the Debt Service Fund held by the Trustee: (i) a Series 2019A Debt Service Account and therein a Series 2019A Sinking Fund Account, a Series 2019A Principal Account and a Series 2019A Interest Account; and (ii) a Series 2019A Redemption Account and therein a Series 2019A-1 Prepayment Subaccount to be held solely for the benefit of the Series 2019A-1 Bonds, a Series 2019A-2 Area One Prepayment Subaccount to be held solely for the benefit of the Series 2019A-2 Area One Term Bonds, a Series 2019A-2 Area Two Prepayment Subaccount to be held solely for the benefit of the Series 2019A-2 Area Two Term Bonds and a Series 2019A Optional Redemption Subaccount to be held for the benefit of all of the Series 2019A Bonds, without privilege or priority of one Series 2019A Bond over another;

(c) within the Reserve Fund held by the Trustee a Series 2019A Reserve Account to be held for the benefit of all of the Series 2019A Bonds, without privilege or priority of one Series 2019A Bond over another;

(d) within the Revenue Fund held by the Trustee a Series 2019A Revenue Account; and

(e) within the Rebate Fund held by the Trustee a Series 2019A Rebate Account.

Section 402. Use of Series 2019A Bond Proceeds. The net proceeds of sale of the Series 2019A Bonds, $[NP] (consisting of $[Bond Amount].00 aggregate principal amount of Series 2019A Bonds, less Underwriter's discount of $[UD] and less [net] original issue discount of $[OID]), together with $[_______] transferred from the 2001 [Revenue] Account, $[_______] transferred from the 2001A [Reserve] Account, $[_______] transferred from the 2002 [Revenue] Account and $[_________] transferred from the 2002 [Reserve] Account, for a total of $[_________] of other moneys, and together with $[_______] transferred by the District to the Trustee from the District's Seawall Fund, shall as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) $[COI] from the proceeds of the Series 2019A Bonds, representing the costs of issuance relating to the Series 2019A Bonds, shall be deposited to the credit of the Series 2019A Costs of Issuance Account;

(b) $[RAR] from the proceeds of the Series 2019A Bonds, representing the Series 2019A Reserve Account Requirement at the time of issuance of the Series 2019A Bonds, shall be deposited to the credit of the Series 2019A Reserve Account;
(c) $[____] shall be transferred from the 2001 Revenue Account and $[____] shall be transferred from the 2002 Revenue Account to the Series 2019A Interest Account and used to pay interest coming due on the Series 2019A Bonds on November 1, 2019;

(d) $[CD] from the proceeds of the Series 2019A-1 Bonds shall be deposited to the credit of the Series 2019A-1 Acquisition and Construction Account and $[________] from the moneys transferred from the District's Seawall Fund shall be deposited to the credit of the Series 2019A-1 Acquisition and Construction Subaccount; and

(e) the balance of the proceeds of the Series 2019A-2 Bonds, $[BP], together with $[____] transferred from the 2001 [Revenue] Account, $[____] transferred from the 2001A [Reserve] Account, $[____] transferred from the 2002 [Revenue] Account and $[________] transferred from the 2002 [Reserve] Account, for a total of $[ED], shall be deposited to the Escrow Fund established pursuant to the Escrow Deposit Agreement to refund and redeem the Refunded Bonds on [Redemption Date].

Upon the defeasance of the Refunded Bonds, the Trustee is directed to transfer any remaining balance in the Funds and Accounts for the Refunded Bonds to the Series 2019A Revenue Account and to close all Funds and Accounts for the Refunded Bonds.

Section 403. Series 2019A-1 Acquisition and Construction Account and Series 2019A-1 Acquisition and Construction Subaccount. Amounts on deposit in the Series 2019A-1 Acquisition and Construction Account and the Series 2019A-1 Acquisition and Construction Subaccount shall be applied to pay Costs of the Series 2019 Project upon compliance with the requisition provisions set forth in Section 503(ii) of the Master Indenture and on the form attached hereto as Exhibit C; provided that such Costs shall be paid first from the Series 2019A-1 Acquisition and Construction Subaccount until such time as there are no moneys remaining in the Series 2019A-1 Acquisition and Construction Subaccount, and then from the Series 2019A-1 Acquisition and Construction Account. Anything in the Master Indenture to the contrary notwithstanding, the Consulting Engineer shall establish a Date of Completion for the Series 2019 Project, and any balance remaining in the Series 2019A-1 Acquisition and Construction Subaccount after such Date of Completion (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2019 Project which are required to be reserved in the Series 2019A-1 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer establishing such Date of Completion), shall be deposited first to the Series 2019A Reserve Account until the amount on deposit therein equals the Series 2019A Reserve Account Requirement, then to the Series 2019A-1 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2019A-1 Bonds in accordance with Section 302 hereof and
in the manner prescribed in the form of Series 2019A-1 Bonds set forth as Exhibit B hereto, whereupon the Series 2019A-1 Acquisition and Construction Account shall be closed.

Section 404. Series 2019A Costs of Issuance Account. The amount deposited in the Series 2019A Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2019A Bonds. On the earlier to occur of ninety (90) days from the date of initial issuance and delivery of the Series 2019A Bonds or upon the written direction of an Authorized Officer, any amounts deposited in the Series 2019A Costs of Issuance Account for which the Trustee has not received a requisition to pay such costs shall be transferred over and deposited into the Series 2019A-1 Acquisition and Construction Account and used for the purposes permitted therefor, whereupon the Series 2019A Costs of Issuance Account shall be closed.

Section 405. Series 2019A Reserve Account. The Series 2019A Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2019A Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2019A Reserve Account shall be used only for the purpose of making payments into the Series 2019A Interest Account, the Series 2019A Principal Account and the Series 2019A Sinking Fund Account to pay Debt Service on the Series 2019A Bonds, when due, without distinction as to Series 2019A Bonds and without privilege or priority of one Series 2019A Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2019A Reserve Account shall consist only of cash and Series 2019A Investment Obligations.

Anything herein or in the Master Indenture to the contrary notwithstanding, on the forty-fifth (45th) day preceding each Interest Payment Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the Trustee is hereby authorized and directed to recalculate the Series 2019A Reserve Account Requirement and to transfer any excess on deposit in the Series 2019A Reserve Account (other than excess resulting from earnings on investments, which shall be governed by Section 408(f) hereof) into the Series 2019A-1 Prepayment Subaccount, the Series 2019A-2 Area One Prepayment Subaccount and the Series 2019A-2 Area Two Prepayment Subaccount on a pro rata basis and applied to the extraordinary mandatory redemption of the Series 2019A Bonds.

On the earliest date on which there is on deposit in the Series 2019A Reserve Account sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2019A Bonds, together with accrued interest on such Series 2019A Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit

Anything in the Master Indenture or herein to the contrary notwithstanding, amounts on deposit in the Series 2019A Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.


(b) Upon any redemption of Series 2019A Bonds of any Series (other than Series 2019A Bonds redeemed in accordance with scheduled Amortization Installsments and other than Series 2019A Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installsments recalculated so as to amortize the Outstanding Series 2019A Bonds of such Series in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2019A Bonds of such Series.

Section 407. Tax Covenants and Rebate Account. The District shall comply with the Tax Regulatory Covenants included in the closing transcript for the Series 2019A Bonds, as amended and supplemented from time to time in accordance with their terms.

Section 408. Series 2019A Revenue Account; Application of Revenues and Investment Earnings. (a) The Trustee is hereby authorized and directed to deposit any and all amounts required to be deposited in the Series 2019A Revenue Account by this Section 408 or by any other provision of the Master Indenture or this Third Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2019A Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The District shall promptly upon receipt deposit Series 2019A Assessment Revenues with the Trustee together with a written accounting of the classification of such Series 2019A Assessment Revenues, which shall be deposited
by the Trustee based upon such written accounting into the Funds and Accounts established hereunder as follows:

(i) Series 2019A-1 Prepayment Principal, which shall be deposited into the Series 2019A-1 Prepayment Subaccount in the Series 2019A Redemption Account;

(ii) Series 2019A-2 Area One Prepayment Principal, which shall be deposited into the Series 2019A-2 Area One Prepayment Subaccount in the Series 2019A Redemption Account;

(iii) Series 2019A-2 Area Two Prepayment Principal, which shall be deposited into the Series 2019A-2 Area Two Prepayment Subaccount in the Series 2019A Redemption Account;

(iv) Delinquent Assessment Principal and Delinquent Assessment Interest, which shall first be applied to restore the amount of any deficiency in the Series 2019A Reserve Account and then the balance, if any, shall be deposited into the Series 2019A Revenue Account; and

(v) all other Series 2019A Assessment Revenues, which shall be deposited into the Series 2019A Revenue Account.

(c) On the forty-fifth (45th) day preceding each Interest Payment Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2019A-1 Prepayment Subaccount, the Series 2019A-2 Area One Prepayment Subaccount and the Series 2019A-2 Area Two Prepayment Subaccount and, if the balance in any such Subaccount is greater than zero, shall transfer from the Series 2019A Revenue Account for deposit into such Subaccount, an amount sufficient to increase the amount on deposit in such Subaccount to an integral multiple of $5,000 (provided that there are sufficient funds remaining in the Series 2019A Revenue Account to pay Debt Service coming due on the Series 2019A Bonds on such Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2019A Bonds as herein provided on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2019A-1 Prepayment Subaccount, the Series 2019A-2 Area One Prepayment Subaccount or the Series 2019A-2 Area Two Prepayment Subaccount, as the case may be, in accordance with the provisions for extraordinary mandatory redemption of the Series 2019A Bonds set forth in the respective forms of Series 2019A Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer from the amounts on deposit in the Series 2019A Revenue
Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

**FIRST**, to the Series 2019A Interest Account, an amount equal to the amount of interest payable on all Series 2019A Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in the Series 2019A Interest Account not previously credited;

**SECOND**, on May 1, 20[__] and on each May 1 thereafter, to the Series 2019A Sinking Fund Account, an amount equal to the amount of Amortization Installments of all Series 2019A Term Bonds subject to mandatory sinking fund redemption on such May 1, less any other amount already on deposit in the Series 2019A Sinking Fund Account not previously credited, and on May 1, 20[__] and on each May 1 thereafter, to the Series 2019A Principal Account, an amount equal to the amount of the principal of all Series 2019A Serial Bonds maturing on such May 1, less any other amount already on deposit in the Series 2019A Principal Account not previously credited;

**THIRD**, to the Series 2019A Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2019A Reserve Account Requirement with respect to the Series 2019A Bonds; and

**FOURTH**, the balance shall be retained in the Series 2019A Revenue Account.

(e) On any date required by the Tax Regulatory Covenants, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2019A Revenue Account to the Series 2019A Rebate Account established for the Series 2019A Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid to the United States, when due, in accordance with such Tax Regulatory Covenants.

(f) On or after each November 2, the balance on deposit in the Series 2019A Revenue Account on such November 2 shall first be deposited to the Series 2019A-1 Acquisition and Construction Account until the Date of Completion of the Series 2019 Project, and after such Date of Completion, the balance on deposit in the Series 2019A Revenue Account on such November 2 shall be paid over to the District at the written direction of an Authorized Officer of the District and used for any lawful purpose of the District; provided however, that on the date of such proposed transfer the amount on deposit in the Series 2019A Reserve Account shall be equal to the Series 2019A Reserve Account Requirement, and, provided further, that the Trustee shall not have actual knowledge (as described in Section 606 of the Master Indenture) of an Event of Default under the Master Indenture or hereunder relating to any of the Series 2019A Bonds, including the payment of Trustee's fees and expenses then due.
(g) Anything herein or in the Master Indenture to the contrary notwithstanding, earnings on investments in all of the Funds and Accounts held as security for the Series 2019A Bonds, except for earnings on investments in the Series 2019A Reserve Account, shall be invested only in Series 2019A Investment Obligations, and further, earnings on the Series 2019A-1 Acquisition and Construction Account, the Series 2019A-1 Acquisition and Construction Subaccount and the Series 2019A Interest Account shall be retained, as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in the Funds and Accounts, other than the Series 2019A Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2019A Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2019A Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2019A Reserve Account as of the most recent date on which amounts on deposit in the Series 2019A Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2019A Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2019A Reserve Account shall be deposited into the Series 2019A Revenue Account and used for the purpose of such Account; and

(ii) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2019A Reserve Account as of the most recent date on which amounts on deposit in the Series 2019A Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2019A Reserve Account and have created such a deficiency, then earnings on investments in the Series 2019A Reserve Account shall be deposited into the Series 2019A Reserve Account until the amount on deposit therein is equal to the Series 2019A Reserve Account Requirement, and then earnings on investments shall be deposited into the Series 2019A Revenue Account and used for the purpose of such Account.

ARTICLE V
CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Third Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Third Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.
Section 503. Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article VI thereof.

Section 504. Extraordinary Fees and Expenses of Trustee. In the event that the Trustee shall be required under the Indenture or directed by the Majority Owners to take actions to enforce the collection of Delinquent Assessments or to take any other extraordinary actions under the Indenture, the Trustee shall, unless it is provided with assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be entitled to withdraw its reasonable fees and expenses, including reasonable attorney fees, from the Series 2019A Trust Estate in the manner provided by Section 604 of the Master Indenture.

ARTICLE VI
LIMITATION ON ADDITIONAL BONDS

Section 601. No Additional Bonds or Parity Capital Assessments. The District covenants and agrees that, so long as there are any Series 2019A Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2019A Trust Estate, nor shall it incur additional indebtedness, whether in the form of bonds or otherwise, secured by capital Assessments levied upon the same property that is subject to the Series 2019A Assessments without the prior written consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of capital Assessments on property subject to the Series 2019A Assessments for the purpose of effecting repairs to or replacements of property, facilities or equipment of the District or which are necessary for health, safety or welfare reasons, or to remediate a natural disaster; and provided further that the foregoing shall not preclude the imposition of Operation and Maintenance Assessments on any property within the District. Notwithstanding the preceding sentence, the District: (i) may issue Refunding Bonds; and (ii) may incur additional indebtedness on a basis subordinate to the Series 2019A Bonds for any legal purpose.

ARTICLE VII
MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this Third Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Third Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with
respect to this Third Supplemental Indenture and to the Series 2019A Bonds issued hereunder.

Anything in the Master Indenture to the contrary, the District shall not be required to file an annual report with the Trustee as provided in Section 808 of the Master Indenture.

Section 702. Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The District covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but instead shall be enforceable by mandamus, injunction or any other means of specific performance. The District represents that it has complied with its existing continuing disclosure undertakings, except as described in the prospectus related to the Series 2019A Bonds.

Section 703. Additional Covenants Regarding Assessments. (a) In addition to, and not in limitation of, the covenants contained elsewhere in this Third Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2019A Assessments, including the Methodology Report, and to levy the Series 2019A Assessments, in accordance with such proceedings and in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2019A Bonds, when due. The Methodology Report shall not be amended in a manner that will or is likely to have a material adverse effect on the interests of the holders of the Series 2019A Bonds without the written consent of the Owners of a majority in aggregate principal amount of the Series 2019A Bonds.

(b) In the event amounts in the Series 2019A-1 Acquisition and Construction Account and the subaccount therein are insufficient to complete the Series 2019 Project, the District covenants to levy Operation and Maintenance Assessments in amounts sufficient to complete the Series 2019 Project.

Section 704. Collection of Series 2019A Assessments. Anything herein or in the Master Indenture to the contrary notwithstanding but subject to the immediately succeeding sentence, Series 2019A Assessments levied and pledged hereunder to secure the Series 2019A Bonds shall be collected pursuant to the Uniform Method. To the extent the District is not able to collect such Series 2019A Assessments pursuant to the Uniform Method or to the extent the District determines that it is not in its best interest to use the Uniform Method, the District may elect to collect and enforce such Series 2019A Assessments pursuant to any then available and commercially reasonable method under the Act, Chapter 170, Florida Statutes, Chapter 197, Florida Statutes, or any successor statutes thereto.
Section 705. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires fifty-one percent of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Owners.

Section 706. Owner Direction and Consent with Respect to Series 2019A-1 Acquisition and Construction Account and Series 2019A-1 Acquisition and Construction Subaccount Upon Occurrence of Event of Default. In accordance with the provisions of the Indenture, the Series 2019A Bonds are payable solely from the Series 2019A Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the District hereby acknowledges that (i) with respect to the Series 2019A-1 Bonds, the Series 2019A Pledged Funds includes, without limitation, all amounts on deposit in the Series 2019A-1 Acquisition and Construction Account and the Series 2019A-1 Acquisition and Construction Subaccount then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2019A Bonds, the Series 2019A Pledged Funds may not be used by the District (whether to pay Costs of the Series 2019 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2019 Project and payment is for such work, and (iii) upon the occurrence of an Event of Default with respect to the Series 2019A Bonds, the Series 2019A Pledged Funds may be used by the Trustee to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture at the direction or with the approval of the Majority Owners. The District shall not enter into any binding agreement with respect to the Series 2019 Project and payable from the Series 2019A-1 Acquisition and Construction Account or the Subaccount therein after the occurrence of an Event of Default unless authorized in writing by the Owners of a majority in aggregate principal amount of the Series 2019A-1 Bonds at the time Outstanding.

Section 707. Additional Events of Default and Remedies. Section 902 of the Master Indenture is hereby amended with respect to the Series 2019A Bonds by inserting at the conclusion thereof the following paragraph:

"vii. Any portion of the Series 2019A Assessments shall have become Delinquent Assessments and the Indenture provides for the Trustee to withdraw funds from the Series 2019A Reserve Account to pay Debt Service on the Series 2019A Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series 2019A Reserve Account to pay Debt Service on the Series 2019A Bonds)."

Section 904 of the Master Indenture is hereby amended with respect to the Series 2019A Bonds by inserting at the conclusion thereof the following paragraph:
"The District covenants and agrees that, upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, and the provisions for the foreclosure of liens of Delinquent Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners."

Section 708. Foreclosing of Special Assessment Lien. Notwithstanding Section 814 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2019A Assessments and Series 2019A Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2019A Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2019A Assessments (principal, interest, penalties and costs, plus attorneys’ fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2019A Assessments (principal, interest, penalties and costs, plus attorneys’ fees, if any), from any legally available funds of the District and the District shall receive in its corporate name, or in the name of a special purpose entity, title to the property for the benefit of the Owners of the Series 2019A Bonds; provided that the Trustee shall have the right, acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section; and provided further, however, that the District shall not be obligated to spend funds outside the Series 2019A Trust Estate for the purpose of purchasing such property. The District, either through its own action, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2019A-1 Prepayment Subaccount, the Series 2019A-2 Area One Prepayment Subaccount or the Series 2019A-2 Area Two Prepayment Subaccount, as applicable. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall, after being provided with assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2019A Bonds within thirty (30) days after receipt of the request therefore signed by the Trustee or the Majority Owners. The Trustee may, upon direction from the Majority Owners, pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture.

Section 709. Brokerage Statements. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically
waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 710. **Patriot Act Requirements of the Trustee.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person’s formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Section 711. **Payment of Rebate Amount.** Anything herein or in the Master Indenture to the contrary notwithstanding, the District shall cause a Rebate Analyst to determine the Rebate Amount, if any, at the times and in the manner provided in the Tax Regulatory Covenants attached as an exhibit to the District’s tax certificate delivered at closing on the Series 2019A Bonds. If a Rebate Amount shall be due, the District shall deliver to the Trustee the written direction of an Authorized Officer to pay from the Series 2019A Rebate Account in the Rebate Fund, or from any other available funds as shall be provided in such written direction, the Rebate Amount to the District for remittance to the Internal Revenue Service. The Trustee may conclusively rely on such written direction and shall have no responsibility for the calculation or payment of the Rebate Amount, if any. The District shall not be required to provide the report of the Rebate Analyst to the Trustee.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, Harbor Bay Community Development District has caused these presents to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized Vice President.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Attest:

______________________________
Secretary
(SEAL)

By: ______________________________
Chairman, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION,
as successor in trust to SunTrust Bank,
as Trustee

By: ______________________________
Vice President
EXHIBIT A

DESCRIPTION OF SERIES 2019 PROJECT

[See Report of District Engineer Attached Hereto.]
EXHIBIT B

FORM OF SERIES 2019A-1 BONDS

No. 2019A-1R-  $[__]

United States of America
State of Florida
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BOND,
SERIES 2019A-1

<table>
<thead>
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<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Dated Date</th>
<th>CUSIP</th>
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<tbody>
<tr>
<td>%</td>
<td>May 1, 20[__]</td>
<td>[Closing Date]</td>
<td></td>
</tr>
</tbody>
</table>

Registered Owner:  CEDE & CO.

Principal Amount:

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, as amended (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2019, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and
principal or Redemption Price or Amortization Installments shall be made by the
Paying Agent (hereinafter defined) to such person who, on a special record date
which is fixed by the Trustee, which shall be not more than fifteen (15) and not less
than ten (10) days prior to the date of such proposed payment, appears on the
registration books of the Bond Registrar as the registered Owner of this Bond. The
Trustee will cause notice of the proposed payment of such defaulted interest and the
special record date therefor to be mailed, first class, postage prepaid, to each Owner
of record as of the fifth (5th) day prior to such mailing, at his address as it appears
on the registration books of the Bond Registrar not less than ten (10) days prior to
such special record date. Any payment of principal, Amortization Installment or
Redemption Price shall be made only upon presentation hereof at the designated
corporate trust office of U.S. Bank National Association, located in Orlando, Florida,
or any alternate or successor paying agent (collectively, the "Paying Agent");
provided, however, that no presentment shall be required during the period this
Series 2019A Bond shall be registered in the name of Cede & Co., as nominee of
DTC. Payment of interest shall be made by check or draft (or by wire transfer to
the registered Owner set forth above if such Owner requests such method of
payment in writing on or prior to the regular Record Date for the respective interest
payment to such account as shall be specified in such request, but only if the
registered Owner set forth above owns not less than $1,000,000 in aggregate
principal amount of the Series 2019A Bonds, as defined below). Interest on this
Bond will be computed on the basis of a 360-day year of twelve 30-day months.
During any period that this Bond is registered in the name of Cede & Co., as
nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined)
relating to the book-entry only system shall apply, including the payment provisions
thereof. Capitalized terms used herein and not otherwise defined shall have the
same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District
designated "Harbor Bay Community Development District Capital Improvement
Revenue and Refunding Bonds, Series 2019A" in the aggregate principal amount of
$\[\text{Bond Amount}\] (the "Series 2019A Bonds"), as further designated "Harbor Bay
Community Development District Capital Improvement Revenue Bonds, Series
2019A-1" (the "Series 2019A-1 Bonds") in the initial aggregate principal amount of
$\[\text{A-1 Amount}\] and "Harbor Bay Community Development District Capital
Improvement Revenue Refunding Bonds, Series 2019A-2" (the "Series 2019A-2
Bonds") in the initial aggregate principal amount of $\[\text{A-2 Amount}\], consisting of
one or more Series 2019A-2 Term Bonds (Area One) in the aggregate principal
amount of $\[\ldots\] (the "Series 2019A-2 Area One Term Bonds") and Series
2019A-2 Term Bonds (Area Two) in the aggregate principal amount of $\[\ldots\]
(the "Series 2019A-2 Area Two Term Bonds") (the Series 2019A Bonds, together
with any other Bonds issued under and governed by the terms of the Master
Indenture, the "Bonds"), under a Master Trust Indenture, dated as of August 1,
2001 (the "Master Indenture"), between the District and U.S. Bank National
Association, Orlando, Florida, as successor in trust to SunTrust Bank, as trustee
(the "Trustee"), as supplemented by a Third Supplemental Trust Indenture, dated as of August 1, 2019 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee. The Series 2019A Bonds are issued, together with other funds of the District, to: (i) finance the Cost of acquiring, constructing and equipping the Series 2019 Project; (ii) currently refund and redeem all of the Outstanding principal amount of the District's Capital Improvement Revenue Bonds, Series 2001A and Capital Improvement Revenue Bonds, Series 2002; (iii) pay certain costs associated with the issuance of the Series 2019A Bonds; (iv) pay a portion of the interest first coming due on the Series 2019A Bonds; and (v) make a deposit into the Series 2019A Reserve Account to be held for the benefit of all of the Series 2019A Bonds, without privilege or priority of one Series 2019A Bond over another.


This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installment and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the
acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2019A Bonds are equally and ratably secured by the Series 2019A Trust Estate, without preference or priority of one Series 2019A Bond over another. The Supplemental Indenture does not authorize the issuance of any additional Bonds which pledge the Series 2019A Trust Estate on parity with the lien thereof of the Series 2019A Bonds without the prior written consent of the Majority Owners.

The Series 2019A Bonds are issuable only as registered bonds without coupons in current interest form in denominations of $5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2019A Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of $100,000 or integral multiples of Authorized Denominations in excess of $100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Orlando, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2019A-1 Bonds may at the option of the District be called for redemption prior to maturity in whole or in part at any time on or after May 1, 20[__], at the Redemption Price of the principal amount of the Series 2019A-1 Bonds or portions thereof to be redeemed together with accrued interest to the Redemption Date.

The Series 2019A-1 Bonds maturing on May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:
<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
</table>

*Final Maturity*

The Series 2019A-1 Bonds maturing on May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
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<th>Principal Amount</th>
</tr>
</thead>
</table>

*Final Maturity*

As more particularly set forth in the Indenture, any Series 2019A-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2019A-1 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2019A-1 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2019A-1 Bonds, as set forth in the Supplemental Indenture.

The Series 2019A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity, on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2019 Project, by application of moneys transferred from the Series 2019A-1 Acquisition and Construction Account to the Series 2019A-1 Prepayment Subaccount in accordance with the terms of the Indenture; or
(b) from amounts, including Series 2019A-1 Prepayment Principal, deposited or transferred into the Series 2019A-1 Prepayment Subaccount as provided for in the Indenture; or

(c) from amounts transferred to the Series 2019A-1 Prepayment Subaccount resulting from a reduction in the Series 2019A Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2019A Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2019A Bonds then Outstanding, including accrued interest thereon.

The redemption described in (c) and (d) above shall be on a pro rata basis (as defined in the Supplemental Indenture) with the Series 2019A-2 Bonds.

If less than all of the Series 2019A Bonds of a Series shall be called for redemption, the particular Series 2019A Bonds or portions of Series 2019A Bonds of a Series to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2019A Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the Redemption Date to each registered Owner of Series 2019A Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2019A Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2019A Bonds or such portions thereof on such date, interest on such Series 2019A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2019A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2019A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositaries and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be
specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2019A Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2019A Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2019A Bonds as to the Series 2019A Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.
All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, Harbor Bay Community Development District has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

Attest: HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

_________________________ By: __________________________
Secretary Chairman, Board of Supervisors

[Official Seal]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION, as successor in trust to SunTrust Bank, as Trustee

Date of Authentication: By: __________________________
By: __________________________
Vice President

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court for Hillsborough County, Florida on May 11, 2017.

_________________________
Chairman
[FORM OF ABBREVIATIONS]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - ________ Custodian ________ under Uniform Transfer to Minors Act ________ (Cust.) (Minor) (State)

Additional abbreviations may also be used though not in the above list.

[FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns and transfers unto ______________ within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _________________________________, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatever.
FORM OF SERIES 2019A-2 BOND

No. 2019A-2R- $[__]

United States of America
State of Florida
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE REFUNDING BOND,
SERIES 2019A-2, TERM BOND (AREA [__])

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Dated Date</th>
<th>CUSIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>May 1, 20[__]</td>
<td>[Closing Date]</td>
<td></td>
</tr>
</tbody>
</table>

Registered Owner: CEDE & CO.

Principal Amount:

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, as amended (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2019, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date
which is fixed by the Trustee, which shall be not more than fifteen (15) and not less
than ten (10) days prior to the date of such proposed payment, appears on the
registration books of the Bond Registrar as the registered Owner of this Bond. The
Trustee will cause notice of the proposed payment of such defaulted interest and the
special record date therefor to be mailed, first class, postage prepaid, to each Owner
of record as of the fifth (5th) day prior to such mailing, at his address as it appears
on the registration books of the Bond Registrar not less than ten (10) days prior to
such special record date. Any payment of principal, Amortization Installment or
Redemption Price shall be made only upon presentation hereof at the designated
corporate trust office of U.S. Bank National Association, located in Orlando, Florida,
or any alternate or successor paying agent (collectively, the "Paying Agent");
provided, however, that no presentment shall be required during the period this
Series 2019A Bond shall be registered in the name of Cede & Co., as nominee of
DTC. Payment of interest shall be made by check or draft (or by wire transfer to
the registered Owner set forth above if such Owner requests such method of
payment in writing on or prior to the regular Record Date for the respective interest
payment to such account as shall be specified in such request, but only if the
registered Owner set forth above owns not less than $1,000,000 in aggregate
principal amount of the Series 2019A Bonds, as defined below). Interest on this
Bond will be computed on the basis of a 360-day year of twelve 30-day months.
During any period that this Bond is registered in the name of Cede & Co., as
nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined)
relating to the book-entry only system shall apply, including the payment provisions
thereof. Capitalized terms used herein and not otherwise defined shall have the
same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District
designated "Harbor Bay Community Development District Capital Improvement
Revenue and Refunding Bonds, Series 2019A" in the aggregate principal amount of
$[Bond Amount] (the "Series 2019A Bonds"), as further designated "Harbor Bay
Community Development District Capital Improvement Revenue Bonds, Series
2019A-1" (the "Series 2019A-1 Bonds") in the initial aggregate principal amount of
$[A-1 Amount] and "Harbor Bay Community Development District Capital
Improvement Revenue Refunding Bonds, Series 2019A-2" (the "Series 2019A-2
Bonds") in the initial aggregate principal amount of $[A-2 Amount], consisting of
one or more Series 2019A-2 Term Bonds (Area One) in the aggregate principal
amount of $[_______] (the "Series 2019A-2 Area One Term Bonds") and Series
2019A-2 Term Bonds (Area Two) in the aggregate principal amount of $[_______]
(the "Series 2019A-2 Area Two Term Bonds") (the Series 2019A Bonds, together
with any other Bonds issued under and governed by the terms of the Master
Indenture, the "Bonds"), under a Master Trust Indenture, dated as of August 1,
2001 (the "Master Indenture"), between the District and U.S. Bank National
Association, Orlando, Florida, as successor in trust to SunTrust Bank, as trustee
(the "Trustee"), as supplemented by a Third Supplemental Trust Indenture, dated
as of August 1, 2019 (the "Supplemental Indenture" and together with the Master
Indenture, the "Indenture"), between the District and the Trustee. The Series 2019A Bonds are issued, together with other funds of the District, to: (i) finance the Cost of acquiring, constructing and equipping the Series 2019 Project; (ii) currently refund and redeem all of the Outstanding principal amount of the District's Capital Improvement Revenue Bonds, Series 2001A and Capital Improvement Revenue Bonds, Series 2002; (iii) pay certain costs associated with the issuance of the Series 2019A Bonds; (iv) pay a portion of the interest first coming due on the Series 2019A Bonds; and (v) make a deposit into the Series 2019A Reserve Account to be held for the benefit of all of the Series 2019A Bonds, without privilege or priority of one Series 2019A Bond over another.


This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installment and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2019A Bonds are equally and ratably secured by the Series
2019A Trust Estate, without preference or priority of one Series 2019A Bond over another. The Supplemental Indenture does not authorize the issuance of any additional Bonds which pledge the Series 2019A Trust Estate on parity with the lien thereof of the Series 2019A Bonds without the prior written consent of the Majority Owners.

The Series 2019A Bonds are issuable only as registered bonds without coupons in current interest form in denominations of $5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2019A Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of $100,000 or integral multiples of Authorized Denominations in excess of $100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Orlando, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2019A-2 Bonds may at the option of the District be called for redemption prior to maturity in whole or in part at any time on or after May 1, 20[__], at the Redemption Price of the principal amount of the Series 2019A-2 Bonds or portions thereof to be redeemed together with accrued interest to the Redemption Date.

The Series 2019A-2 Area One Term Bonds maturing on May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:
The Series 2019A-2 Area Two Term Bonds maturing on May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

*Final Maturity

As more particularly set forth in the Indenture, any Series 2019A-2 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2019A-2 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2019A-2 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2019A-2 Bonds, including Series 2019A-2 Serial Bonds, as set forth in the Supplemental Indenture.

The Series 2019A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity, on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) from amounts, including Series 2019A-2 Area One Prepayment Principal and Series 2019A-2 Area Two Prepayment Principal, deposited or transferred into the Series 2019A-2 Area One Prepayment Subaccount or the Series 2019A-2 Area Two Prepayment Subaccount, as the case may be, as provided for in the Indenture; or

(b) from amounts transferred to the Series 2019A-2 Area One Prepayment Subaccount or the Series 2019A-2 Area Two Prepayment Subaccount, as the case
may be, resulting from a reduction in the Series 2019A Reserve Account Requirement as provided for in the Indenture; or

(c) on the date on which the amount on deposit in the Series 2019A Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2019A Bonds then Outstanding, including accrued interest thereon.

The redemption described in (b) and (c) above shall be on a pro rata basis (as defined in the Supplemental Indenture) with the Series 2019A-1 Bonds.

If less than all of the Series 2019A Bonds of a Series shall be called for redemption, the particular Series 2019A Bonds or portions of Series 2019A Bonds of a Series to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2019A Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the Redemption Date to each registered Owner of Series 2019A Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2019A Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2019A Bonds or such portions thereof on such date, interest on such Series 2019A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2019A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2019A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute,
appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2019A Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2019A Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2019A Bonds as to the Series 2019A Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.
IN WITNESS WHEREOF, Harbor Bay Community Development District has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

Attest: 

______________________________  By: ________________________________
Secretary                                    Chairman, Board of Supervisors

[Official Seal]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION, as successor in trust to SunTrust Bank, as Trustee

Date of Authentication: By: ________________________________

______________________________
Vice President

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which refunds Bonds which were validated by judgment of the Circuit Court for Hillsborough County, Florida on March 21, 2000.

______________________________
Chairman

B-18
[FORM OF ABBREVIATIONS]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - __________ Custodian __________ under Uniform Transfer to Minors Act __________ (Cust.) (Minor) (State)

Additional abbreviations may also be used though not in the above list.

[FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns and transfers unto ______________ within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _________________________________, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatever.
EXHIBIT C

FORM OF REQUISITION FOR SERIES 2019 PROJECT

The undersigned, an Authorized Officer of Harbor Bay Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as successor in trust to SunTrust Bank, as trustee (the "Trustee"), dated as of August 1, 2001 (the "Master Indenture"), as amended and supplemented by the Third Supplemental Trust Indenture from the District to the Trustee, dated as of August 1, 2019 (the "Third Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable:

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A-1 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

☐ this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the
Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

By: _________________________
Authorized Officer

CONSULTING ENGINEER’S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the Third Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

___________________________
Consulting Engineer
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
(Hillsborough County, Florida)

$18,200,000* Capital Improvement Revenue Bonds, Series 2019A-1

$10,345,000* Capital Improvement Revenue Refunding Bonds, Series 2019A-2

Dated: Date of delivery

Due: May 1, as shown below

The $18,200,000* Harbor Bay Community Development District (Hillsborough County, Florida) Capital Improvement Revenue Bonds, Series 2019A-1 (the “Series 2019A-1 Bonds”) and $10,345,000* Harbor Bay Community Development District (Hillsborough County, Florida) Capital Improvement Revenue Refunding Bonds, Series 2019A-2 (the “Series 2019A-2 Bonds” and, together with the Series 2019A-1 Bonds, the “Series 2019A Bonds”) are being issued by the Harbor Bay Community Development District (the “District”) pursuant to a Master Trust Indenture dated as of August 1, 2001 (the “Master Indenture”) from the District to U.S. Bank National Association, as successor in trust to SunTrust Bank, as trustee (the “Trustee”), as supplemented by a Third Supplemental Trust Indenture dated as of August 1, 2019 (the “Third Supplement,” and, together with the Master Indenture, the “Indenture”) from the District to the Trustee. The Series 2019A Bonds are being issued only in fully registered form, in denominations of $5,000 or any integral multiple thereof; provided, however, that delivery of the Series 2019A Bonds to the initial purchasers thereof shall be in aggregate principal amounts of $100,000 or integral multiples of $5,000 in excess of $100,000. The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, the Florida Constitution, and other applicable provisions of law (collectively, the "Act") and Ordinance No. 99-11, effective as of August 5, 1999, by the Board of County Commissioners of Hillsborough County, Florida.


The Series 2019A Bonds, when issued, will be registered in the name of Cede & Co., as the owner and nominee for The Depository Trust Company (“DTC”), New York, New York. Purchases of beneficial interests in the Series 2019A Bonds will be made in book-entry only form. Accordingly,
principal of and interest on the Series 2019A Bonds will be paid from the sources provided below by the Trustee directly to Cede & Co. as the nominee of DTC and the registered owner thereof. Disbursements of such payments to the DTC Participants is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of DTC Participants and the Indirect Participants, as more fully described herein. Any purchaser as a beneficial owner of a Series 2019A Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2019A Bond. See “DESCRIPTION OF THE SERIES 2019A BONDS - Book-Entry Only System” herein. The Series 2019A Bonds will bear interest at the fixed rates set forth herein, calculated on the basis of a 360-day year comprised of twelve thirty-day months. Interest on the Series 2019A Bonds is payable semi-annually on each May 1 and November 1, commencing November 1, 2019.

Some or all of the Series 2019A Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein.

Proceeds of the Series 2019A Bonds, together with other funds of the District, are being used to: (i) finance a portion of the Cost of the Series 2019 Project, as more particularly described herein; (ii) currently refund and redeem all of the District’s Outstanding Capital Improvement Revenue Bonds, Series 2001A and Capital Improvement Revenue Bonds, Series 2002; (iii) pay certain costs associated with the issuance of the Series 2019A Bonds; (iv) pay a portion of the interest first coming due on the Series 2019A Bonds; and (v) make a deposit into the Series 2019A Reserve Account to be held for the benefit of all of the Series 2019A Bonds, without privilege or priority of one Series 2019A Bond over another.


This cover page contains information for quick reference only. It is not a summary of the Series 2019A Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS AND INITIAL CUSIP NUMBERS

$ __________ ____% Series 2019A-1 Term Bond Due May 1, 20__ - Yield: ____% - CUSIP No. __________

$ __________ ____% Series 2019A-1 Term Bond Due May 1, 20__ - Yield: ____% - CUSIP No. __________

$ __________ ____% Series 2019A-2 Term Bond Due May 1, 20__ - Yield: ____% - CUSIP No. __________

$ __________ ____% Series 2019A-2 Term Bond Due May 1, 20__ - Yield: ____% - CUSIP No. __________

The Series 2019A Bonds are offered for delivery when, as and if issued by the District and accepted by MBS Capital Markets, LLC, the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Series 2019A Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Hopping Green & Sams, P.A., Tallahassee, Florida, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida, and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida. It is expected that the Series 2019A Bonds will be available for delivery through the facilities of The Depository Trust Company in New York, New York on or about August __, 2019.

MBS CAPITAL MARKETS, LLC

Dated: [_________ __], 2019

* The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Limited Offering Memorandum.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS
  Paul Curley, Chair
  Steve Lockom, Vice Chair
  Ryan Wick, Assistant Secretary
  Dan Leventry, Assistant Secretary
  Michael Maurer, Assistant Secretary

DISTRICT MANAGER AND ASSESSMENT CONSULTANT
  Rizzetta & Company, Inc.
      Tampa, Florida

DISTRICT COUNSEL
  Hopping Green & Sams, P.A.
      Tallahassee, Florida

DISTRICT ENGINEER
  Cardno
      Brooksville, Florida

BOND COUNSEL
  Nabors, Giblin & Nickerson, P.A.
      Tampa, Florida

COUNSEL TO THE UNDERWRITER
  Bryant Miller Olive P.A.
      Orlando, Florida
 REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM

No dealer, broker, salesman or other person has been authorized by the District, the State of Florida or the Underwriter to give any information or to make any representations other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2019A Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the District, the District Manager, the New Developer, the District Engineer, the Assessment Consultant and other sources that are believed by the Underwriter to be reliable. The District, the New Developer, the District Engineer and the Assessment Consultant will, at closing, deliver certificates certifying that certain of the information each supplied does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change with respect to the matters described herein since the date hereof.

The information set forth herein has been obtained from public documents, records and other sources, including the District and the New Developer, which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriter. The Underwriter has provided the following sentence for inclusion in this Limited Offering Memorandum. The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Statements contained herein that are not purely historical, are forward-looking statements, including statements regarding the District’s and the New Developer’s expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included herein are based on information available on the date hereof, and the District assumes no obligation to update any such forward-looking statements. Such forward-looking statements are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are
beyond the control of the District and the New Developer. Actual results could differ materially from those discussed in such forward-looking statements and, therefore, there can be no assurance that the forward-looking statements included herein will prove to be accurate.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2019A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE UNDERWRITER IS LIMITING THIS OFFERING TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. HOWEVER, THE LIMITATION ON THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2019A BONDS.


REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER’S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR ANY PURPOSES INCLUDING FOR PURPOSES OF RULE 15C2-12 PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION.

THIS LIMITED OFFERING MEMORANDUM IS NOT, AND SHALL NOT BE DEEMED TO CONSTITUTE, AN OFFER TO SELL, OR THE SOLICITATION OF AN OFFER TO BUY, REAL ESTATE, WHICH MAY ONLY BE MADE PURSUANT TO OFFERING DOCUMENTS.
SATISFYING APPLICABLE FEDERAL AND STATE LAWS RELATING TO THE OFFER AND SALE OF REAL ESTATE.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15C2-12 ISSUED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).
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LIMITED OFFERING MEMORANDUM

relating to

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
(Hillsborough County, Florida)

$18,200,000 Capital Improvement Revenue Bonds, Series 2019A-1

$10,345,000 Capital Improvement Revenue Refunding Bonds, Series 2019A-2

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to set forth certain information concerning the Harbor Bay Community Development District (the “District” or the “Issuer”), in connection with the offering of and issuance by the District of its Capital Improvement Revenue Bonds, Series 2019A-1 (the “Series 2019A-1 Bonds”) and its Capital Improvement Revenue Refunding Bonds, Series 2019A-2 (the “Series 2019A-2 Bonds” and, together with the Series 2019A-1 Bonds, the “Series 2019A Bonds”). The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, the Florida Constitution, and other applicable provisions of law (collectively, the “Act”) and Ordinance No. 99-11, effective as of August 5, 1999, by the Board of County Commissioners of Hillsborough County, Florida (the “Ordinance”). The Series 2019A Bonds are being issued pursuant to the Act and a Master Trust Indenture dated as of August 1, 2001 (the “Master Indenture”) from the District to U.S. Bank National Association, as successor in trust to SunTrust Bank, as trustee (the “Trustee”), as supplemented by a Third Supplemental Trust Indenture dated as of August 1, 2019 (the “Third Supplement” and, together with the Master Indenture, the “Indenture”) from the District to the Trustee, and resolutions of the District authorizing the issuance of the Series 2019A Bonds. All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the copy of the Master Indenture and the form of the Third Supplement, both of which appear as composite APPENDIX C attached hereto. The information contained in this Introduction is part of this Limited Offering Memorandum and is subject in all respects to the more complete information contained in or incorporated into this Limited Offering Memorandum. This Introduction should not be considered a complete statement of the facts material to making an investment decision.

THE SERIES 2019A BONDS ARE NOT RATED OR CREDIT ENHANCED, AND ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS (SEE “SUITABILITY FOR INVESTMENT” AND “BONDDOWNERS’ RISKS” HEREIN).

* Preliminary, subject to change.
PROSPECTIVE INVESTORS MAY REQUEST SUCH ADDITIONAL INFORMATION AND ARRANGE TO VISIT THE DISTRICT AS DESCRIBED HEREIN UNDER THE CAPTION “SUITABILITY FOR INVESTMENT.” THEREFORE, PROSPECTIVE INVESTORS SHOULD RELY UPON THE INFORMATION APPEARING IN THIS LIMITED OFFERING MEMORANDUM WITHIN THE CONTEXT OF THE AVAILABILITY OF SUCH ADDITIONAL INFORMATION AND THE SOURCES THEREOF.

The District was established for the purposes, among other things, of financing and managing the planning, acquisition, construction, maintenance and operation of the infrastructure necessary for community development in MiraBay (the “Development”). The Act authorizes the District to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining water management, water supply, sewer and wastewater management, bridges or culverts, district roads, street lights and other basic infrastructure projects within or without the boundaries of the District, as provided in the Act.

Consistent with the requirements of the Indenture and the Act, the Series 2019A Bonds are being issued for the primary purpose of refunding all of the District’s Outstanding Capital Improvement Revenue Bonds, Series 2001A and Capital Improvement Revenue Bonds, Series 2002 (collectively referred to herein as the “Refunded Bonds”), paying a portion of the costs of certain capital improvements, as more fully described herein, paying certain costs associated with the issuance of the Series 2019A Bonds, making a deposit into the Series 2019A Reserve Account for the benefit of all of the Series 2019A Bonds, and paying a portion of the interest to become due on the Series 2019A Bonds.

The Series 2019A Bonds are payable from and secured in part by revenues derived by the District from the Series 2019A Assessments (as further described herein) and amounts in the Funds and Accounts (except for the Series 2019A Rebate Account and, with respect to the Series 2019A-2 Bonds, except for the Series 2019A-1 Acquisition and Construction Account and the Series 2019A-1 Acquisition and Construction Subaccount) established by the Indenture. Series 2019A Assessments have been levied and will be collected on the District lands specially benefited by the 2001 Project, the 2002 Project and the Series 2019 Project, as applicable (the “Series 2019A Assessment Area”).

The Series 2019A Assessments represent an allocation of a portion of the costs of the 2001 Project (as defined herein), the 2002 Project (as defined herein) and the Series 2019 Project, including bond financing costs, to the Series 2019A Assessment Area in accordance with the Supplemental Special Assessment Allocation Report (the “Assessment Report”), prepared by Rizzetta & Company, Inc., Tampa, Florida. The Assessment Report is attached hereto as APPENDIX B.

“Assessments” is defined in the Master Indenture to mean all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act as amended from time to time, together with the interest specified by resolution adopted by the Governing Body,
the interest specified in Chapter 170, Florida Statutes, as amended, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

“Delinquent Assessments” is defined in the Third Supplement to include Delinquent Assessment Principal and Delinquent Assessment Interest. “Delinquent Assessment Interest” means Series 2019A Assessment Interest deposited by the District with the Trustee on or after such Series 2019A Assessment Interest has, or would have, become delinquent under State law or the Series 2019A Assessment Proceedings applicable thereto. “Delinquent Assessment Principal” means Series 2019A Assessment Principal has, or would have, become delinquent under State law or the Series 2019A Assessment Proceedings applicable thereto.

The District covenants and agrees in the Indenture that, so long as there are any Series 2019A Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2019A Trust Estate, nor shall it incur additional indebtedness, whether in the form of bonds or otherwise, secured by capital Assessments levied upon the same project that is subject at such time to the Series 2019A Assessments without the prior written consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of capital Assessments on property subject to the Series 2019A Assessments for the purpose of effecting repairs to or replacements of property, facilities or equipment of the District or which are necessary for health, safety or welfare reasons, or to remediate a natural disaster; and provided further that the foregoing shall not preclude the imposition of Operation and Maintenance Assessments on any property within the District. Notwithstanding the preceding sentence, the District: (i) may issue Refunding Bonds; and (ii) may incur additional indebtedness on a basis subordinate of the Series 2019A Bonds for any legal purpose.

There follows in this Limited Offering Memorandum a brief description of the District, the Series 2019A Assessments and the Series 2019 Project, the Development and the New Developer, together with summaries of the terms of the Indenture, the Series 2019A Bonds and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and all references to the Series 2019A Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and the form of the Third Supplement are attached hereto as composite APPENDIX C. The information herein under the caption “THE SERIES 2019A ASSESSMENT AREA – New Developer” has been furnished by the New Developer and has been included herein without independent investigation by the District or District Counsel, Bond Counsel or the Underwriter or its counsel, and the Underwriter or its counsel, the District or District Counsel, or Bond Counsel makes no representation or warranty concerning the accuracy or completeness of such information.
SUITABILITY FOR INVESTMENT

While the Series 2019A Bonds are not subject to registration under the Securities Act of 1933, as amended (the “Securities Act”), the Underwriter has determined that the Series 2019A Bonds are not suitable for investment by persons other than, and, as required by Chapter 189, Florida Statutes, will offer the Series 2019A Bonds only to, “accredited investors,” within the meaning of Chapter 517, Florida Statutes, and the rules promulgated thereunder. However, the limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2019A Bonds. Prospective investors in the Series 2019A Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2019A Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

Investment in the Series 2019A Bonds poses certain economic risks. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum. Additional information will be made available to each prospective investor, including the benefit of a site visit to the District, and the opportunity to ask questions of the District, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2019A Bonds. Prospective investors are encouraged to request such additional information, visit the District and ask such questions. Such requests should be directed to:

Brett Sealy
MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789
Phone: (407) 622-0130 ext. 303

THE DISTRICT

General

The District was established by the Ordinance. The District consists of approximately 765 acres located in unincorporated Hillsborough County, Florida (the “County”).

Legal Powers and Authority

The District is an independent local unit of special-purpose government created in accordance with the Act. The Act provides a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida (the “State”). The Act provides legal authority for community development districts (such as the
District) to finance the acquisition, construction, operation and maintenance of certain infrastructure for community development.

The Act provides that community development districts have the power to issue general obligation, revenue, and special assessment revenue debt obligations in any combination to pay all or part of the cost of infrastructure improvements authorized under the Act. The Act further provides that community development districts have the power under certain conditions to levy and assess ad valorem taxes or non-ad valorem assessments, including the Series 2019A Assessments, on all taxable property within their boundaries to pay the principal of and interest on debt obligations issued and to provide for any sinking or other funds established in connection with any such debt obligation issues. Pursuant to the Act, such assessments may be collected and enforced in the same manner and time as county property taxes.

Among other provisions and powers, the Act gives the District’s Board of Supervisors the authority to (a) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and wastewater management reclamation and re-use systems or any combination thereof, and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the applicable specifications of the county in which such District roads are located; roads and improvements to existing roads that are owned by or conveyed to the local general-purpose government, the state, or the federal government; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines; buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage; (iv) conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property; (v) any other project, facility or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the District; and with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses; and security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems; (b) borrow money and issue bonds of the District; (c) levy, collect and enforce special assessments; (d) impose and foreclose special assessment liens as provided in the Act; and (e) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District authorized by the Act.

The Act does not empower the District to adopt and enforce land use plans or zoning ordinances, and the Act does not empower the District to grant building permits. These functions are collectively performed by the County and their departments of government.

The Act exempts all property of the District from levy and sale by virtue of an execution and from judgment liens on the District’s property or revenues, but does not limit the right of any
owner of bonds of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with such bonds, including the Series 2019A Bonds.

**Board of Supervisors**

The governing body of the District is its Board of Supervisors (the “Board”), which is composed of five Supervisors (the “Supervisors”). The Supervisors are elected (as their terms expire) by vote of the qualified electors of the District. A qualified elector is a registered voter, a resident of the District and the State and a citizen of the United States. Currently, all of the Supervisors in the District were elected in a general election by the qualified electors within the District. All Supervisors must be qualified electors and be elected by qualified electors and serve staggered terms.

The current members of the Board and their respective term expiration dates are set forth below.

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<th>Name</th>
<th>Title</th>
<th>Term Expires</th>
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<td>Paul Curley</td>
<td>Chair</td>
<td>November 2020</td>
</tr>
<tr>
<td>Steve Lockom</td>
<td>Vice Chair</td>
<td>November 2020</td>
</tr>
<tr>
<td>Ryan Wick</td>
<td>Assistant Secretary</td>
<td>November 2022</td>
</tr>
<tr>
<td>Dan Leventry</td>
<td>Assistant Secretary</td>
<td>November 2022</td>
</tr>
<tr>
<td>Michael Maurer</td>
<td>Assistant Secretary</td>
<td>November 2022</td>
</tr>
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The Act empowers the Board of Supervisors to adopt administrative rules and regulations with respect to any projects of the District, and to enforce penalties for the violation of such rules and regulations. The Act permits the Board of Supervisors to levy taxes under certain conditions, and to levy special assessments, and to charge, collect and enforce fees and user charges for use of District facilities.

**District Manager and Other Consultants**

The Act requires the Board to hire a District Manager as the chief administrative official of the District. The Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for (i) preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, (ii) maintaining and operating the equipment owned by the District, and (iii) performing such other duties as may be prescribed by the Board.

The District has hired Rizzetta & Company, Inc., (the “District Manager”) to serve as District Manager. The District Manager’s office is located at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 and its telephone number is (813) 533-2950.

The District Manager’s typical responsibilities can briefly be summarized as overseeing directly and coordinating the planning, financing, purchasing, staffing, reporting and
governmental liaison for the District. The District Manager’s responsibilities include requisitioning moneys to pay construction contracts and the related accounting and reporting that is required by the Indenture.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, as Bond Counsel; Hopping Green & Sams, P.A., Tallahassee, Florida, as District Counsel; Cardno, Brooksville, Florida, as District Engineer; and Rizzetta & Company, Inc., Tampa, Florida, as Assessment Consultant to prepare the Assessment Report for the Series 2019A Bonds.

**Prior Bonds of the District**

The District has previously issued its Capital Improvement Revenue Bonds, Series 2001A (the “2001A Bonds”), Capital Improvement Revenue Bonds, Series 2001B (the “2001B Bonds” and, together with the 2001A Bonds, the “2001 Bonds”) and Capital Improvement Revenue Bonds, Series 2002 (the “2002 Bonds” and, together with the 2001 Bonds, the “Prior Bonds”). The 2001 Bonds were issued pursuant to the Master Indenture, as supplemented by a First Supplemental Trust Indenture dated as of August 1, 2001, from the District to the Trustee (the “First Supplement” and, together with the Master Indenture, the “2001 Indenture”). The 2002 Bonds were issued pursuant to the Master Indenture, as supplemented by a Second Supplemental Trust Indenture dated as of November 1, 2002, from the District to the Trustee (the “Second Supplement” and, together with the Master Indenture, the “2002 Indenture”). The Prior Bonds were issued, primarily, to fund a portion of the District’s CIP (as hereinafter defined). The 2001A Bonds were initially issued in the aggregate principal amount of $3,870,000 and are currently Outstanding in the aggregate principal amount of $2,705,000. The 2001B Bonds are no longer Outstanding. The 2002 Bonds were initially issued in the aggregate principal amount of $12,500,000 and are currently Outstanding in the aggregate principal amount of $8,595,000. The Outstanding 2001A Bonds and 2002 Bonds are collectively referred to herein as the “Refunded Bonds.” Proceeds of the Series 2019A-2 Bonds will be used primarily to currently refund the Refunded Bonds.

**PLAN OF REFUNDING**

The Refunded Bonds are currently outstanding in the aggregate principal amount of $11,300,000.

Concurrently with the delivery of the Series 2019A Bonds, a portion of the proceeds of the Series 2019A-2 Bonds, and other available moneys, will be applied to the refunding of all of the Refunded Bonds. See “ESTIMATED SOURCES ANDUSES OF FUNDS” and “VERIFICATION” herein.

To effect the refunding of the Refunded Bonds, the District will enter into an escrow deposit agreement (the “Escrow Agreement”) with the Trustee, as escrow agent (in such capacity, the “Escrow Agent”). Pursuant to the terms of the Escrow Agreement, the District will deposit
with the Escrow Agent a portion of the proceeds of the Series 2019A-2 Bonds, and other available moneys, to refund the Refunded Bonds. Such proceeds and other available moneys may be held uninvested by the Escrow Agent until applied to redeem the Refunded Bonds on _____________ ___, 2019. Upon execution and delivery of the Escrow Agreement and the deposit of such proceeds and other available moneys into the Escrow Fund, all as provided in the Escrow Agreement, in the opinion of Bond Counsel, rendered in reliance on the report of Causey Demgen & Moore, P.C. (see “VERIFICATION” herein), the Refunded Bonds will no longer be deemed Outstanding pursuant to the 2001 Indenture and the 2002 Indenture, as applicable.

The moneys and securities, if any, held pursuant to the Escrow Agreement will not be available to pay Debt Service on the Series 2019A Bonds.

VERIFICATION

As of the delivery date of the Series 2019A-2 Bonds, Causey Demgen & Moore, P.C., certified public accountants, will verify, from information provided to them, the mathematical accuracy of the computations contained in schedules provided by MBS Capital Markets, LLC, to determine that the cash deposit to be held in the Escrow Fund will be sufficient to pay, when due, the principal of, prepayment price and interest on the Refunded Bonds.

THE SERIES 2019 PROJECT AND FINANCING PLAN

Detailed information concerning the master stormwater and retaining wall stabilization project (the “Series 2019 Project”) for the District is contained in the “Engineer’s Report for the Master Project” dated April 27, 2016, prepared by Langan Engineering and Environmental Services, Inc. (the “Master Engineer Report”) and the “Supplemental Engineer’s Report” dated July 18, 2019, prepared by Cardno (the “Supplemental Engineer Report” and, together with the Master Engineer Report, the “Engineer Report”). The Engineer Report is included herein as “APPENDIX A.” The information in this section is qualified in its entirety by reference to the Engineer Report, which should be read in its entirety.

Following its formation, the District adopted a Capital Improvement Plan (“CIP”) for the implementation of the public infrastructure needed for the development of the District. The initial CIP included the following components: master road and street improvements, master water and wastewater improvements, master surface water management improvements, subdivision infrastructure, landscaping and security walls, and parks and recreation facilities. The CIP was estimated to cost approximately $53 million. A portion of the CIP was funded with proceeds of the 2001 Bonds and the 2002 Bonds in the amounts of approximately $22 million and $9.6 million respectively (the “2001 Project” and “2002 Project,” respectively). The remainder of the CIP has been financed by the Original Developer or will be financed by the New Developer. A portion of the CIP included a master surface water management system which included certain earthwork and installation of retaining walls along the District’s canals (the “Original Seawall Project”). The Original Seawall Project was completed around the summer of 2003. In 2005, it was determined that the design of the seawall system and the work performed were defective.
In 2007, the District sued various parties in connection with the defective seawall. In 2013, the District received approximately $7,775,000 in insurance payments and through litigation settlement and the lawsuit was dismissed with prejudice. The District thereafter established a fund designated for seawall repairs (the “Seawall Repair Fund”) and deposited the settlement and insurance funds therein. The District has used the funds in the Seawall Repair Fund to make emergency repairs to the Original Seawall Project and evaluate comprehensive solutions for such repairs from time to time over the past several years, but the settlement and insurance moneys were insufficient to fully repair the Original Seawall Project. In 2016, the District adopted a resolution authorizing the issuance of bonds to finance the Series 2019 Project and levied assessments to secure such bonds. Following validation of both the bonds and the assessments, and in advance of the issuance of the bonds, the District certified for collection one of thirty installments of such assessments in the amount of $1.6 million. Such revenues were deposited into the Seawall Repair Fund. Additionally, the District has previously levied operation and maintenance assessments that were partially earmarked for repairs to the Original Seawall Project and such revenues were also segregated and deposited into the Seawall Repair Fund. As of June 30, 2019, the District had approximately $2.2 million on deposit in the Seawall Repair Fund that are earmarked to pay for repairs to the Original Seawall Project and settle upland damage claims. The Series 2019 Project is estimated to cost approximately $18,034,289. A summary of the estimated costs of the Series 2019 Project is set forth in the following table:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>$1,207,000</td>
</tr>
<tr>
<td>Sheet Pile Installation</td>
<td>7,034,625</td>
</tr>
<tr>
<td>Concrete</td>
<td>3,335,500</td>
</tr>
<tr>
<td>Steel Reinforcement</td>
<td>618,914</td>
</tr>
<tr>
<td>Fill Material</td>
<td>408,750</td>
</tr>
<tr>
<td>Tie Back Anchors</td>
<td>2,285,000</td>
</tr>
<tr>
<td>Dock Repairs</td>
<td>261,000</td>
</tr>
<tr>
<td>Site Restoration</td>
<td>847,200</td>
</tr>
<tr>
<td>Erosion Control</td>
<td>294,000</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td><strong>$16,291,989</strong></td>
</tr>
<tr>
<td>Contingency, Professional Fees &amp; General Conditions</td>
<td>1,542,300</td>
</tr>
<tr>
<td>Construction Oversight</td>
<td>200,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$18,034,289</strong></td>
</tr>
</tbody>
</table>

The emergency repairs that have been previously constructed are not part of the Series 2019 Project. The District has entered into a contract with Florida Structural Group, Inc. effective July 11, 2019, to undertake the Series 2019 Project. Such contract is on the basis of a stipulated price of $17,449,213. Proceeds of the Series 2019A-1 Bonds in the amount of approximately $________ are expected to be deposited into the Series 2019A-1 Acquisition and Construction Account to be used to pay Costs of the Series 2019 Project. Additionally, the District will deposit $______ of the funds on deposit in the Seawall Repair Fund into the Series 2019A-1 Acquisition and Construction Subaccount to provide additional funds to pay the Costs of the Series 2019
Project. Such funds are subject to the requisition procedures set forth in the Indenture. Further, the District has covenanted in the Indenture to levy operation and maintenance assessments in an amount sufficient to cover any cost overruns and to finance completion of the Series 2019 Project should the amounts on deposit in the Series 2019A-1 Acquisition and Construction Account and the Subaccount therein be insufficient therefor. It is anticipated that the Series 2019 Project will be substantially completed within approximately nineteen (19) months.

THE SERIES 2019A ASSESSMENT AREA

The following information appearing below under this caption “THE SERIES 2019A ASSESSMENT AREA” has been furnished by the District or the District Manager or was obtained from publicly available sources for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by the Underwriter or its counsel, District Counsel or Bond Counsel.

The Development

MiraBay (the “Development”) is a heavily amenitized waterfront, master-planned community located in southeast Hillsborough County, Florida. MiraBay’s most appealing feature is its location adjacent to Tampa Bay, which ultimately leads to the Gulf of Mexico. The 3.5 miles of existing saltwater canals and the approximately 130-acre lagoon (via boatlift) allows deep-water boat access to Tampa Bay, and provides the opportunity for the majority of waterfront homes to have boat dock access.

MiraBay is located in an area known as SouthShore, which includes the communities of Apollo Beach, Riverview, Ruskin and Sun City Center and surrounding areas. SouthShore has and is expected to continue to experience significant population growth in the future due to continued job growth along the I-75 corridor and its proximity to Tampa Bay. The Development is located near Apollo Beach, which is accessible from both I-75 and U.S. 41. The site is served by two I-75 exits, Big Bend Road to the north of the Development and S.R. 674 to the south of the Development. MiraBay is conveniently located to urban areas; it is only fourteen (14) miles south of downtown Tampa, twenty-five (25) miles north of Bradenton and approximately forty (40) miles east of downtown St. Petersburg.

Currently, the Development contains 765 acres which are planned to be developed with 1,411 single family lots; 251 multi-family units (townhomes and villas); approximately 22.4 acres of commercial/mixed use development; an amenity center; and approximately 422 acres of open space, which includes parks, lakes and canals. The commercial/mixed use development are located in MiraBay’s town center. [The commercial property is expected to include a grocery store, restaurants and other retail shops.]

In addition to the built-in water amenity, MiraBay offers residents an amenity center, which includes the MiraBay Club and Outfitting Station, which are located adjacent to the approximately 130-acre lagoon. The MiraBay Club is an approximately 10,400 square foot clubhouse containing a social hall and catering kitchen, fitness center with aerobics room and
state-of-the-art exercise equipment, a massage room, administrative offices, a concierge and outfitting shop. Additional amenities include tennis courts, volleyball courts, a playground, a party lawn for tents and outdoor events, and a boating pier extending into the adjacent lagoon. The Outfitting Station is an approximately 514 square foot building which includes navigational map and local boating information. Many of the activities in the amenity center place a heavy emphasis on soft programming activities, which are oriented to the water and conservation environment that MiraBay offers. This soft programming is accomplished through activity directors who prepare and coordinate activities for the residents, including boating trips, fishing expeditions, canoe outings, sunfish sailing camps, nature tours, etc.

Terrabrook Apollo Beach, L.P. (the “Original Developer”), a single purpose Delaware limited partnership owned and controlled by the Westbrook Real Estate Investment Funds, was the original developer of the Development. Terrabrook, a national residential and commercial land development company, managed the land development assets of the Westbrook Real Estate Investment Funds, which were sponsored by affiliates of Westbrook Partners, L.L.C. In 2003, Newland Communities acquired substantially all of the residential communities belonging to Terrabrook and became the developer of the Development by succession. In November 2018, Park Square Enterprises, LLC (the “New Developer”), a Delaware limited liability company, purchased the Original Developer’s remaining property within the Development comprised of both developed and undeveloped residential land. The New Developer has since commenced additional horizontal development within the District and is the primary homebuilder within the Development. See “New Developer” below for more information.

Series 2019A Assessment Area

The Series 2019A Bonds are secured by the Series 2019A Assessments which are levied on all 1,662 residential units and 22.4 acres of commercial property planned within the District (the "Series 2019A Assessment Area"). The Series 2019A Assessments are comprised of two components – the component relating to the 2001 Project and the 2002 Project (the "Refunding Assessment") and the component relating to the Series 2019 Project (the "New Money Assessment"). The 2001A Bonds are currently secured by assessments (the “Series 2001A Assessments”) levied on 362 residential lots within the District (“Area One”) pursuant to the Series 2019A-2 Area One Assessment Proceedings. The 2002 Bonds are currently secured by assessments (the “Series 2002 Assessments”) levied on 882 residential lots, undeveloped property planned for 418 single family residential lots and 22.4 acres of commercial property within the District (“Area Two”) pursuant to the Series 2019A-2 Area Two Assessment Proceedings. The New Money Assessment has been levied on all developed and developable lands within the District. As of July 1, 2019, two (2) residents in Area One have prepaid in full their Series 2001A Assessment and five (5) residents in Area Two have prepaid in full their Series 2002 Assessment; therefore, reducing the total number of units subject to the Refunding Assessment to 1,655 assessable residential units and 22.4 acres of assessable commercial property. Please refer to the Assessment Report, which is provided as Appendix B, for a description of the allocation of debt to benefitted property. All Series 2019A Assessments are expected to be collected annually by the Hillsborough County Tax Collector.
The Series 2019A Bonds are anticipated to be issued in the principal amount of $28,545,000. The estimated principal and annual debt service assessments for the Series 2019A Bonds by area and product type are depicted below.

<table>
<thead>
<tr>
<th>Product-Type</th>
<th># of Units</th>
<th>Projected Series 2019 Refunding Debt</th>
<th>Projected Total Gross Annual 2019 Refunding Assessments*</th>
<th>Projected Total Gross Annual 2019 New Money Debt</th>
<th>Projected Series 2019 Refunding and New Money Debt Per Unit</th>
<th>Projected Gross Annual Series 2019 Refunding and New Money Assessment Per Unit*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Area One</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family 60'</td>
<td>113</td>
<td>$579,644</td>
<td>$59,105</td>
<td>$1,228,371</td>
<td>$82,926</td>
<td>$16,000</td>
</tr>
<tr>
<td>Single Family 70'</td>
<td>143</td>
<td>$855,787</td>
<td>$87,263</td>
<td>$1,813,568</td>
<td>$122,432</td>
<td>$18,667</td>
</tr>
<tr>
<td>Single Family 80'</td>
<td>77</td>
<td>$526,638</td>
<td>$53,701</td>
<td>$1,116,042</td>
<td>$75,343</td>
<td>$21,334</td>
</tr>
<tr>
<td>Single Family 100'</td>
<td>25</td>
<td>$213,733</td>
<td>$21,794</td>
<td>$452,939</td>
<td>$30,578</td>
<td>$26,667</td>
</tr>
<tr>
<td>Single Family - Double Lots</td>
<td>2</td>
<td>$34,197</td>
<td>$3,487</td>
<td>$72,470</td>
<td>$4,892</td>
<td>$53,334</td>
</tr>
<tr>
<td>Prepaid Single Family 60'</td>
<td>1</td>
<td>$0</td>
<td>$0</td>
<td>$10,871</td>
<td>$734</td>
<td>$10,871</td>
</tr>
<tr>
<td>Prepaid Single Family 80'</td>
<td>1</td>
<td>$0</td>
<td>$0</td>
<td>$14,494</td>
<td>$978</td>
<td>$14,494</td>
</tr>
<tr>
<td><strong>Area One Subtotal</strong></td>
<td>362</td>
<td>$2,210,000</td>
<td>$225,351</td>
<td>$4,708,755</td>
<td>$317,884</td>
<td></td>
</tr>
<tr>
<td><strong>Area Two</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Townhome</td>
<td>251</td>
<td>$688,105</td>
<td>$66,431</td>
<td>$1,136,877</td>
<td>$76,750</td>
<td>$7,271</td>
</tr>
<tr>
<td>Villa</td>
<td>453</td>
<td>$1,987,007</td>
<td>$191,829</td>
<td>$3,282,903</td>
<td>$221,626</td>
<td>$11,633</td>
</tr>
<tr>
<td>Single Family 50'</td>
<td>45</td>
<td>$246,731</td>
<td>$23,820</td>
<td>$407,645</td>
<td>$27,520</td>
<td>$14,542</td>
</tr>
<tr>
<td>Single Family 60'</td>
<td>120</td>
<td>$789,540</td>
<td>$76,224</td>
<td>$1,304,465</td>
<td>$88,063</td>
<td>$17,450</td>
</tr>
<tr>
<td>Single Family 80'</td>
<td>365</td>
<td>$3,202,022</td>
<td>$309,129</td>
<td>$5,290,329</td>
<td>$357,146</td>
<td>$23,267</td>
</tr>
<tr>
<td>Single Family 100'</td>
<td>61</td>
<td>$668,916</td>
<td>$64,578</td>
<td>$1,105,171</td>
<td>$74,609</td>
<td>$29,083</td>
</tr>
<tr>
<td>Commercial</td>
<td>22.4</td>
<td>$552,678</td>
<td>$53,356</td>
<td>$913,125</td>
<td>$61,644</td>
<td>$65,438</td>
</tr>
<tr>
<td>Prepaid Villa</td>
<td>3</td>
<td>$0</td>
<td>$0</td>
<td>$21,741</td>
<td>$1,468</td>
<td>$7,247</td>
</tr>
<tr>
<td>Prepaid Single Family 80'</td>
<td>2</td>
<td>$0</td>
<td>$0</td>
<td>$28,988</td>
<td>$1,957</td>
<td>$14,494</td>
</tr>
<tr>
<td><strong>Area Two Subtotal</strong></td>
<td>1,322</td>
<td>$8,135,000</td>
<td>$785,367</td>
<td>$13,491,245</td>
<td>$910,782</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,684</td>
<td>$10,345,000</td>
<td>$1,010,718</td>
<td>$18,200,000</td>
<td>$1,228,666</td>
<td></td>
</tr>
</tbody>
</table>

* Gross up for 4% early payment discount and collection cost at 2%

In addition to debt service assessments, all assessable units in the District are subject to annual ad valorem taxes as well as non-ad valorem special assessments levied by the District for streetlights (“Streetlight Assessments”) and its operation, maintenance, and administrative functions (“O&M Assessments”). The 2018 certified millage rate for the area of the County where the District is located was 17.5133 mills. The District’s streetlight fee for the fiscal year 2018/2019 is between $41 and $164 per residential units and $369 per commercial acre. The District’s gross operation and maintenance fee for the fiscal year 2018/2019 for all product types is between $1,170 and $4,678 per residential unit and $2,518 per commercial acre located in the Series 2019A Assessment Area. The Streetlight Assessments and O&M Assessments will vary annually based on the adopted budget for the District each year.

**Development Status**

Based upon information obtained from the Hillsborough County Property Appraiser (July 1, 2019), 990 of the 1,662 assessable residential units have been constructed and sold to retail buyers. The New Developer owns 119 finished vacant lots and undeveloped land planned for 324 residential lots. Alidade Mirabay, LLC owns 8 acres of undeveloped commercial property. Smart Communication Holdings, LLC owns 32 finished vacant single-family 80’ lots. Alidade...
Mirabay Land, LLC owns undeveloped land planned for 94 townhome lots. Pacifica Loan Four LLC owns 84 finished vacant townhome lots. Neal Signature Homes LLC owns 8 finished vacant single-family 80’ lots. Cardel Homes US LP owns 7 finished vacant single-family 80’ lots. Regions Bank owns 1.1 acres of undeveloped commercial property. Weekley Homes LP owns 2 vacant single-family 70’ lots.

The table below shows the assessed value-to-lien ratio when isolating the finished vacant lots and the vacant lots/undeveloped land within the Series 2019A Assessment Area.

<table>
<thead>
<tr>
<th>Product-Type</th>
<th># of Units</th>
<th>Units w/ Vertical Development</th>
<th>Vacant Lots/ Undeveloped Land</th>
<th>Series 2019 Debt on Vacant Lots/ Undeveloped Land</th>
<th>Market Value of Vacant Lots/ Undeveloped Land</th>
<th>Value-to-Lien of Vacant Lots/ Undeveloped Land</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Area One</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family 60’</td>
<td>114</td>
<td>113</td>
<td>1</td>
<td>$16,000</td>
<td>$106,586</td>
<td>6.7</td>
</tr>
<tr>
<td>Single Family 70’</td>
<td>143</td>
<td>140</td>
<td>3</td>
<td>$56,000</td>
<td>$372,372</td>
<td>6.6</td>
</tr>
<tr>
<td>Single Family 80’</td>
<td>78</td>
<td>78</td>
<td>-</td>
<td>$0</td>
<td>$0</td>
<td>0.0</td>
</tr>
<tr>
<td>Single Family 100’</td>
<td>25</td>
<td>24</td>
<td>1</td>
<td>$26,667</td>
<td>$200,152</td>
<td>7.6</td>
</tr>
<tr>
<td>Single Family - Double Lots</td>
<td>2</td>
<td>2</td>
<td>-</td>
<td>$0</td>
<td>$0</td>
<td>0.0</td>
</tr>
<tr>
<td><strong>Area One subtotal</strong></td>
<td>362</td>
<td>357</td>
<td>5</td>
<td>$98,667</td>
<td>$679,110</td>
<td>6.9</td>
</tr>
<tr>
<td><strong>Area Two</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Townhome</td>
<td>131</td>
<td>47</td>
<td>84</td>
<td>$610,908</td>
<td>$1,260,000</td>
<td>2.1</td>
</tr>
<tr>
<td>Villa</td>
<td>276</td>
<td>222</td>
<td>54</td>
<td>$628,191</td>
<td>$3,033,302</td>
<td>4.8</td>
</tr>
<tr>
<td>Single Family 50’</td>
<td>45</td>
<td>45</td>
<td>-</td>
<td>$0</td>
<td>$0</td>
<td>0.0</td>
</tr>
<tr>
<td>Single Family 60’</td>
<td>120</td>
<td>120</td>
<td>-</td>
<td>$0</td>
<td>$0</td>
<td>0.0</td>
</tr>
<tr>
<td>Single Family 80’</td>
<td>249</td>
<td>181</td>
<td>68</td>
<td>$1,582,110</td>
<td>$8,233,394</td>
<td>5.2</td>
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<tr>
<td>Single Family 100’</td>
<td>61</td>
<td>18</td>
<td>43</td>
<td>$1,250,565</td>
<td>$8,680,539</td>
<td>6.9</td>
</tr>
<tr>
<td>Commercial</td>
<td>22</td>
<td>14</td>
<td>9</td>
<td>$580,432</td>
<td>$1,847,854</td>
<td>3.2</td>
</tr>
<tr>
<td>Vacant Residential (Alidade Mirabay Land)</td>
<td>94</td>
<td>-</td>
<td>94</td>
<td>$683,635</td>
<td>$1,051,598</td>
<td>1.5</td>
</tr>
<tr>
<td>Vacant Residential (Park Square)</td>
<td>324</td>
<td>-</td>
<td>324</td>
<td>$5,028,486</td>
<td>$1,961,401</td>
<td>0.4</td>
</tr>
<tr>
<td><strong>Area Two subtotal</strong></td>
<td>1,322</td>
<td>647</td>
<td>676</td>
<td>$10,364,326</td>
<td>$26,068,088</td>
<td>2.5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,684</td>
<td>1,004</td>
<td>681</td>
<td>$10,462,994</td>
<td>$26,747,198</td>
<td>2.56</td>
</tr>
</tbody>
</table>

Please note that the property appraiser information usually lags by sixty (60) days, therefore the above chart does not reflect real-time contract and closing data and additional home closings on vacant lots may have occurred.

Value-to-Lien Ratios

Based upon information obtained from the Hillsborough County Property Appraiser, the total 2019 just (market) value for all assessable parcels located in the Series 2019A Assessment Area is $402,172,247. The overall assessed value-to-lien ratio for the Series 2019A Assessment Area when including the proposed Series 2019A Bonds is approximately 14:1. The table below illustrates the value-to-lien ratios by product type and area.
<table>
<thead>
<tr>
<th>Product-Type</th>
<th># of Units</th>
<th>Series 2019 Bonds</th>
<th>Current Market Values</th>
<th>Value to Lien</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Area One</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family 60'</td>
<td>114</td>
<td>$1,818,886</td>
<td>$35,713,371</td>
<td>20</td>
</tr>
<tr>
<td>Single Family 70'</td>
<td>143</td>
<td>$2,669,355</td>
<td>$55,576,401</td>
<td>21</td>
</tr>
<tr>
<td>Single Family 80'</td>
<td>78</td>
<td>$1,657,174</td>
<td>$39,445,992</td>
<td>24</td>
</tr>
<tr>
<td>Single Family 100'</td>
<td>25</td>
<td>$666,672</td>
<td>$21,455,234</td>
<td>32</td>
</tr>
<tr>
<td>Single Family - Double Lots</td>
<td>2</td>
<td>$106,668</td>
<td>$5,061,518</td>
<td>47</td>
</tr>
<tr>
<td><strong>Area One Subtotal</strong></td>
<td><strong>362</strong></td>
<td><strong>$6,918,755</strong></td>
<td><strong>$157,252,516</strong></td>
<td><strong>23</strong></td>
</tr>
<tr>
<td><strong>Area Two</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Townhome</td>
<td>131</td>
<td>$952,726</td>
<td>$11,156,230</td>
<td>12</td>
</tr>
<tr>
<td>Villa</td>
<td>276</td>
<td>$3,197,594</td>
<td>$48,097,815</td>
<td>15</td>
</tr>
<tr>
<td>Single Family 50'</td>
<td>45</td>
<td>$654,186</td>
<td>$10,021,428</td>
<td>15</td>
</tr>
<tr>
<td>Single Family 60'</td>
<td>120</td>
<td>$2,093,969</td>
<td>$37,084,075</td>
<td>18</td>
</tr>
<tr>
<td>Single Family 80'</td>
<td>249</td>
<td>$5,775,770</td>
<td>$96,853,403</td>
<td>17</td>
</tr>
<tr>
<td>Single Family 100'</td>
<td>61</td>
<td>$1,774,057</td>
<td>$26,094,044</td>
<td>15</td>
</tr>
<tr>
<td>Commercial</td>
<td>22</td>
<td>$1,465,823</td>
<td>$13,699,854</td>
<td>9</td>
</tr>
<tr>
<td>Vacant Residential (Alidade Mirabay Land)</td>
<td>94</td>
<td>$683,635</td>
<td>$1,051,598</td>
<td>2</td>
</tr>
<tr>
<td>Vacant Residential (Park Square)</td>
<td>324</td>
<td>$5,028,486</td>
<td>$1,961,401</td>
<td>0</td>
</tr>
<tr>
<td><strong>Area Two Subtotal</strong></td>
<td><strong>1,322</strong></td>
<td><strong>$21,626,245</strong></td>
<td><strong>$246,019,848</strong></td>
<td><strong>11</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,684</strong></td>
<td><strong>$28,545,000</strong></td>
<td><strong>$403,272,364</strong></td>
<td><strong>14</strong></td>
</tr>
</tbody>
</table>

The table below illustrates the assessed value-to-lien ratios by product type and area when isolating the units with vertical development within the Series 2019A Assessment Area.

<table>
<thead>
<tr>
<th>Product-Type</th>
<th># of Units</th>
<th>Series 2019 Bonds</th>
<th>Current Market Values</th>
<th>Value to Lien</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Area One</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family 60'</td>
<td>113</td>
<td>$1,802,885</td>
<td>$35,606,785</td>
<td>20</td>
</tr>
<tr>
<td>Single Family 70'</td>
<td>140</td>
<td>$2,613,355</td>
<td>$55,204,029</td>
<td>21</td>
</tr>
<tr>
<td>Single Family 80'</td>
<td>78</td>
<td>$1,657,174</td>
<td>$39,445,992</td>
<td>24</td>
</tr>
<tr>
<td>Single Family 100'</td>
<td>24</td>
<td>$640,005</td>
<td>$21,255,082</td>
<td>33</td>
</tr>
<tr>
<td>Single Family - Double Lots</td>
<td>2</td>
<td>$106,668</td>
<td>$5,061,518</td>
<td>47</td>
</tr>
<tr>
<td><strong>Area One Subtotal</strong></td>
<td><strong>357</strong></td>
<td><strong>$6,820,088</strong></td>
<td><strong>$156,573,406</strong></td>
<td><strong>23</strong></td>
</tr>
<tr>
<td><strong>Area Two</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Townhome</td>
<td>47</td>
<td>$341,818</td>
<td>$9,896,230</td>
<td>29</td>
</tr>
<tr>
<td>Villa</td>
<td>222</td>
<td>$2,569,403</td>
<td>$45,064,513</td>
<td>18</td>
</tr>
<tr>
<td>Single Family 50'</td>
<td>45</td>
<td>$654,186</td>
<td>$10,021,428</td>
<td>15</td>
</tr>
<tr>
<td>Single Family 60'</td>
<td>120</td>
<td>$2,093,969</td>
<td>$37,084,075</td>
<td>18</td>
</tr>
<tr>
<td>Single Family 80'</td>
<td>181</td>
<td>$4,193,660</td>
<td>$88,620,099</td>
<td>21</td>
</tr>
<tr>
<td>Single Family 100'</td>
<td>18</td>
<td>$523,492</td>
<td>$17,413,505</td>
<td>33</td>
</tr>
<tr>
<td>Commercial</td>
<td>14</td>
<td>$885,391</td>
<td>$11,852,000</td>
<td>13</td>
</tr>
<tr>
<td>Vacant Residential (Alidade Mirabay Land)</td>
<td>0</td>
<td>$0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Vacant Residential (Park Square)</td>
<td>0</td>
<td>$0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Area Two Subtotal</strong></td>
<td><strong>647</strong></td>
<td><strong>$11,261,919</strong></td>
<td><strong>$219,951,760</strong></td>
<td><strong>20</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,004</strong></td>
<td><strong>$18,082,006</strong></td>
<td><strong>$376,525,166</strong></td>
<td><strong>21</strong></td>
</tr>
</tbody>
</table>

**Taxpayer Concentration**

The information appearing in the following chart illustrates the top ten (10) largest debt service assessment payers based on current information from the Hillsborough County Property...
Appraiser and the percentage of the projected annual Series 2019A Assessments to be paid by such property owners. Please note that the property appraiser information usually lags by sixty (60) days, therefore the above chart does not reflect real-time contract and closing data and additional home closings on vacant lots may have occurred.

<table>
<thead>
<tr>
<th>Property Owner</th>
<th># Units</th>
<th>Product Mix</th>
<th>Vacant (Y/N)</th>
<th>Total Series 2019 Refunding and New Money Assessment Per Unit*</th>
<th>% of Total Series 2019 Refunding and New Money Bonds</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARK SQUARE ENTERPRISES LLC</td>
<td>443</td>
<td>Villa (54) / SF 60' (1) / SF 80' (21) / SF 100' (43) / Undeveloped (324 units)</td>
<td>Y</td>
<td>$577,963</td>
<td>25.81%</td>
</tr>
<tr>
<td>ALIDADE MIRABAY LLC</td>
<td>21.3</td>
<td>Commercial</td>
<td>Y</td>
<td>$109,259</td>
<td>4.88%</td>
</tr>
<tr>
<td>SMART COMMUNICATION HOLDINGS LLC</td>
<td>32</td>
<td>SF 80'</td>
<td>Y</td>
<td>$58,412</td>
<td>2.61%</td>
</tr>
<tr>
<td>ALIDADE MIRABAY LAND LLC</td>
<td>94</td>
<td>Townhome Undeveloped</td>
<td>Y</td>
<td>$53,638</td>
<td>2.40%</td>
</tr>
<tr>
<td>PACIFICA LOAN FOUR LLC</td>
<td>84</td>
<td>Townhome</td>
<td>Y</td>
<td>$47,932</td>
<td>2.14%</td>
</tr>
<tr>
<td>NEAL SIGNATURE HOMES LLC</td>
<td>9</td>
<td>SF 80'</td>
<td>Y (8) / N (1)</td>
<td>$16,428</td>
<td>0.73%</td>
</tr>
<tr>
<td>CARDEL HOMES US LP</td>
<td>8</td>
<td>SF 80'</td>
<td>Y (7) / N (1)</td>
<td>$14,603</td>
<td>0.65%</td>
</tr>
<tr>
<td>REGIONS BANK</td>
<td>1.1</td>
<td>Commercial</td>
<td>Y</td>
<td>$5,743</td>
<td>0.26%</td>
</tr>
<tr>
<td>SCOTT K SWIFT</td>
<td>3</td>
<td>SF 60' (2), SF 100' (1)</td>
<td>N</td>
<td>$4,609</td>
<td>0.21%</td>
</tr>
<tr>
<td>MARIO JR AND IVIS GARCIA</td>
<td>1</td>
<td>SF Double</td>
<td>N</td>
<td>$4,190</td>
<td>0.19%</td>
</tr>
<tr>
<td>Top Ten Assessment Payers</td>
<td>696.4</td>
<td></td>
<td></td>
<td>$892,778</td>
<td>39.87%</td>
</tr>
<tr>
<td>All Other Assessment Payers</td>
<td>988</td>
<td></td>
<td></td>
<td>$1,346,606</td>
<td>60.13%</td>
</tr>
<tr>
<td>Total</td>
<td>1,684</td>
<td></td>
<td></td>
<td>$2,239,384</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

* Gross up for discounts and cost of collection estimated at 6%

Collection History/Tax Certificate Sales

While a portion of the Series 2002 Assessments were direct billed last year, the District covenants that all Series 2019A Assessments will be collected annually by the Hillsborough County Tax Collector; provided however, to the extent the District is not able to collect such Series 2019A Assessments pursuant to the Uniform Method or to the extent the District determines that it is not in its best interest to use the Uniform Method, the District may elect to collect and enforce such Series 2019A Assessments pursuant to any then available and commercially reasonable method under the Act, Chapter 170, Florida Statutes, Chapter 197, Florida Statutes, or any successor statutes thereto. The collection results within the District with respect to the Series 2001A Assessments and the Series 2002 Assessments for the last four (4) fiscal years are depicted below. As evidenced below, the District has collected at or greater than 100% of the net amount required to pay debt service for the last four (4) years, as not all landowners took advantage of the 4% discount for early payment of real estate taxes allowed by State law.

<table>
<thead>
<tr>
<th>Year</th>
<th>Net Levied on the Tax Roll</th>
<th>Direct Billed</th>
<th>Total Net Levied</th>
<th>Total Net Collected</th>
<th>% Net Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2018</td>
<td>$311,545</td>
<td>$0</td>
<td>$311,545</td>
<td>$315,694</td>
<td>101%</td>
</tr>
<tr>
<td>FY 2017</td>
<td>$311,545</td>
<td>$0</td>
<td>$311,545</td>
<td>$313,391</td>
<td>101%</td>
</tr>
<tr>
<td>FY 2016</td>
<td>$318,317</td>
<td>$0</td>
<td>$318,317</td>
<td>$322,190</td>
<td>101%</td>
</tr>
<tr>
<td>FY 2015</td>
<td>$318,317</td>
<td>$0</td>
<td>$318,317</td>
<td>$311,544</td>
<td>98%</td>
</tr>
<tr>
<td>FY 2014</td>
<td>$318,317</td>
<td>$0</td>
<td>$318,317</td>
<td>$311,544</td>
<td>98%</td>
</tr>
</tbody>
</table>
The delinquencies and tax certificate sales for the last four (4) fiscal years indicate the successful collection of the District’s assessment revenues for the units in the Series 2019A Assessment Area through the tax certificate sale process.

### Series 2002

<table>
<thead>
<tr>
<th>Year</th>
<th>Net Levied on the Tax Roll</th>
<th>Direct Billed</th>
<th>Total Net Levied</th>
<th>Total Net Collected</th>
<th>% Net Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2018</td>
<td>$626,249</td>
<td>$312,235</td>
<td>$938,484</td>
<td>$946,825</td>
<td>101%</td>
</tr>
<tr>
<td>FY 2017</td>
<td>$627,767</td>
<td>$321,235</td>
<td>$949,002</td>
<td>$943,723</td>
<td>99%</td>
</tr>
<tr>
<td>FY 2016</td>
<td>$641,413</td>
<td>$312,235</td>
<td>$953,648</td>
<td>$961,451</td>
<td>101%</td>
</tr>
<tr>
<td>FY 2015</td>
<td>$641,413</td>
<td>$354,231</td>
<td>$995,644</td>
<td>$981,997</td>
<td>99%</td>
</tr>
<tr>
<td>FY 2014</td>
<td>$583,918</td>
<td>$411,515</td>
<td>$995,432</td>
<td>$983,009</td>
<td>99%</td>
</tr>
</tbody>
</table>

### Series 2001A

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount Delinquent after March 31</th>
<th>Paid Prior to Tax Certificate Sale</th>
<th>Tax Certificates Sold</th>
<th>Tax Certificates Not Sold</th>
<th>% Of Net Levied to Tax Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2018</td>
<td>$2,772</td>
<td>$0</td>
<td>$2,772</td>
<td>$0</td>
<td>1%</td>
</tr>
<tr>
<td>FY 2017</td>
<td>$2,949</td>
<td>$0</td>
<td>$2,949</td>
<td>$0</td>
<td>1%</td>
</tr>
<tr>
<td>FY 2016</td>
<td>$7,991</td>
<td>$4,847</td>
<td>$3,144</td>
<td>$0</td>
<td>1%</td>
</tr>
<tr>
<td>FY 2015</td>
<td>$8,646</td>
<td>$6,812</td>
<td>$1,834</td>
<td>$0</td>
<td>1%</td>
</tr>
<tr>
<td>FY 2014</td>
<td>$5,109</td>
<td>$3,144</td>
<td>$1,965</td>
<td>$0</td>
<td>1%</td>
</tr>
</tbody>
</table>

**New Developer**

*Property Acquisition*

*Development Approvals*

*Environmental Assessment*

*Development Status and Home Sales*

*Assessment Obligations*
ASSESSMENT METHODOLOGY

The District’s Assessment Consultant, Rizzetta & Company, Inc., has previously developed master special assessment allocation reports (the “Master Reports”) that allocate the total benefit derived from the District’s CIP and the Series 2019 Project to the benefitted lands in the District. In addition, the Assessment Consultant has developed a Supplemental Special Assessment Allocation Report (the “Assessment Report”) attached hereto as part of APPENDIX B that allocates the Series 2019A Assessments in a manner consistent with the methodologies found in the Master Reports. The Series 2019A-1 Assessments are expected to be paid annually over a twenty-nine (29) year period while the Series 2019A-2 Assessments are expected to be paid annually over an approximately fifteen (15) year period. The Assessment Report provides that the Series 2019A Assessments encumbering a parcel may be prepaid in full at any time, without penalty, together with interest at the rate on the corresponding Series 2019A Bonds to the Interest Payment Date that is more than forty-five (45) days next succeeding the date of prepayment. Because the methodology assigns defined, fixed Series 2019A Assessments to Platted Units (as defined in the Assessment Report), the allocation of the Series 2019A Assessments in the Assessment Report is predicated on the development of units in the manner described in the Assessment Report. However, if a change in development results in the net decrease in the overall principal amount of Series 2019A Assessments able to be assigned to the lands described in the Assessment Report, then a true-up, or principal reduction payment, will be required to cure the deficiency. For further information, please see the Assessment Report attached hereto as APPENDIX B.

DESCRIPTION OF THE SERIES 2019A BONDS

General Description

The Series 2019A Bonds are issuable as fully registered bonds, without coupons, in the minimum amount of $5,000 or any integral multiple thereof; provided, however, that the Series 2019A Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of $100,000 or integral multiples of $5,000 in excess of $100,000.

The Series 2019A Bonds will be dated as of their date of issuance and will bear interest payable on each May 1 and November 1, commencing November 1, 2019 (each, an “Interest Payment Date”), which interest shall be computed on the basis of a 360-day year of twelve 30-day months. During any period that the Series 2019A Bonds are registered in the name of Cede & Co., as nominee of DTC, the provisions of the Third Supplement relating to the book-entry only system shall apply, including the payment provisions thereof. The Series 2019A Bonds will mature on such dates, in such amounts and at such rates as set forth on the cover page of this Limited Offering Memorandum.

The interest so payable on each Series 2019A Bond, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owner thereof at the close of business on the regular Record Date for such interest, which shall
be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture, the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of any Series 2019A Bond. The Trustee will cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class, postage prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears on the registration books of the Bond Registrar not less than ten (10) days prior to such special record date. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent; provided, however, that no presentment shall be required during the period the Series 2019A Bond shall be registered in the name of Cede & Co, as nominee of DTC. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than $1,000,000 in aggregate principal amount of the Series 2019A Bonds).

The Series 2019A Bonds will initially be registered in the name of Cede & Co. as nominee for The Depository Trust Company (“DTC”), which will act initially as securities depository for the Series 2019A Bonds and, so long as the Series 2019A Bonds are held in book-entry only form, Cede & Co. will be considered the registered owner for all purposes hereof. See “Book-Entry Only System” below for more information about DTC and its book-entry only system.

Redemption Provisions for Series 2019A Bonds

Optional Redemption. The Series 2019A Bonds may at the option of the District be called for redemption prior to maturity in whole or in part at any time, on or after May 1, 20[__], at the Redemption Price of the principal amount of the Series 2019A Bonds or portions thereof to be redeemed together with accrued interest to the Redemption Date.

Mandatory Redemption in Part of Series 2019A-1 Bonds. The Series 2019A-1 Bonds maturing on May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Third Supplement in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:
The Series 2019A-1 Bonds maturing on May 1, 2017 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Third Supplement in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
</table>

*Final Maturity

As more particularly set forth in the Indenture, any Series 2019A-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of the Series 2019A-1 Bonds. Amortization Installments are also subject to recalculation, as provided in the Indenture, as the result of the redemption of Series 2019A-1 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2019A-1 Bonds as set forth in the Indenture.

**Mandatory Redemption in Part of Series 2019A-2 Bonds.** The Series 2019A-2 Area One Term Bonds maturing on May 1, 2017 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
</table>

*Final Maturity
The Series 2019A-2 Area Two Term Bonds maturing on May 1, 20[___] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
</table>

*Final Maturity

As more particularly set forth in the Indenture, any Series 2019A-2 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2019A-2 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2019A-2 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2019A-2 Bonds, including Series 2019A-2 Serial Bonds, as set forth in the Supplemental Indenture.

*Extraordinary Mandatory Redemption in Whole or in Part of Series 2019A-1 Bonds.* The Series 2019A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2019 Project, by application of moneys transferred from the Series 2019A-1 Acquisition and Construction Account to the Series 2019A-1 Prepayment Subaccount in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2019A-1 Prepayment Principal, deposited or transferred into the Series 2019A-1 Prepayment Subaccount as provided for in the Indenture; or

(c) from amounts transferred to the Series 2019A-1 Prepayment Subaccount resulting from a reduction in the Series 2019A Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2019A Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2019A Bonds then Outstanding including accrued interest thereon.
The redemption described in (c) and (d) above shall be on a pro rata basis (as defined in the Supplemental Indenture) with the Series 2019A-2 Bonds.

If less than all of the Series 2019A-1 Bonds shall be called for redemption, the particular Series 2019A-1 Bonds or portions of Series 2019A-1 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture.

**Extraordinary Mandatory Redemption in Whole or in Part of Series 2019A-2 Bonds.** The Series 2019A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity, on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) from amounts, including Series 2019A-2 Area One Prepayment Principal and Series 2019A-2 Area Two Prepayment Principal, deposited or transferred into the Series 2019A-2 Area One Prepayment Subaccount or the Series 2019A-2 Area Two Prepayment Subaccount, as the case may be, as provided for in the Indenture; or

(b) from amounts transferred to the Series 2019A-2 Area One Prepayment Subaccount or the Series 2019A-2 Area Two Prepayment Subaccount, as the case may be, resulting from a reduction in the Series 2019A Reserve Account Requirement as provided for in the Indenture; or

(c) on the date on which the amount on deposit in the Series 2019A Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2019A Bonds then Outstanding, including accrued interest thereon.

The redemption described in (b) and (c) above shall be on a pro rata basis (as defined in the Supplemental Indenture) with the Series 2019A-1 Bonds.

If less than all of the Series 2019A-2 Bonds shall be called for redemption, the particular Series 2019A-2 Bonds or portions of Series 2019A-2 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

**Notice and Effect of Redemption**

Notice of each redemption of Series 2019A Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the Redemption Date to each registered Owner of Series 2019A Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2019A Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2019A Bonds or such portions thereof on such date, interest on such Series 2019A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2019A Bonds or such portions thereof so
called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2019A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Book-Entry Only System

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC’S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE DISTRICT BELIEVES TO BE RELIABLE, BUT THE DISTRICT TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.


DTC will act as securities depository for the Series 2019A Bonds. The Series 2019A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2019A Bond certificate will be issued for each maturity of the Series 2019A Bonds as set forth in the inside cover of this Limited Offering Memorandum, each in the aggregate principal amount of such maturity and will be deposited with DTC.
DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The Direct Participants and the Indirect Participants are collectively referred to herein as the “DTC Participants.” DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2019A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2019A Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2019A Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2019A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2019A Bonds, except in the event that use of the book-entry system for the Series 2019A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2019A Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2019A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2019A Bonds; DTC’s records reflect only the identity of the Direct
Participants to whose accounts such Series 2019A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2019A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2019A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2019A Bonds may wish to ascertain that the nominee holding the Series 2019A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2019A Bonds within a series or maturity of a series are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such series or maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2019A Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Series 2019A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and dividend payments on the Series 2019A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the District or the paying agent, on the payment date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest on the Series 2019A Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.
DTC may discontinue providing its services as depository with respect to the Series 2019A Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, the Series 2019A Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, the Series 2019A Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2019A BONDS

General


“Assessments” is defined in the Master Indenture to mean all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act, as amended from time to time, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, as amended, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

"Delinquent Assessments" is defined in the Third Supplemental to include Delinquent Assessment Principal and Delinquent Assessment Interest. “Delinquent Assessment Interest” means Series 2019A Assessment Interest deposited by the District with the Trustee on or after such Series 2019A Assessment Interest has, or would have, become delinquent under State law or the Series 2019A Assessment Proceedings applicable thereto. “Delinquent Assessment Principal” means Series 2019A Assessment Principal deposited by the District with the Trustee on or after such Series 2019A Assessment Principal has, or would have, become delinquent under State law or the Series 2019A Assessment Proceedings applicable thereto.

Funds and Accounts

The Indenture establishes with the Trustee the following Funds and Accounts: 1) within the Acquisition and Construction Fund, a Series 2019A-1 Acquisition and Construction Account and therein a Series 2019A-1 Acquisition and Construction Subaccount, each of which shall be held solely for the benefit of the Series 2019A-1 Bonds and a Series 2019A Costs of Issuance Account; 2) within the Debt Service Fund, a Series 2019A Debt Service Account (and therein a Series 2019A Sinking Fund Account, a Series 2019A Principal Account and a Series 2019A Interest Account); and a Series 2019A Redemption Account (and therein a Series 2019A-1 Prepayment Subaccount to be held solely for the benefit of the Series 2019A-1 Bonds, a Series 2019A-2 Area One Prepayment Subaccount to be held solely for the benefit of the Series 2019A-2 Area One Term Bonds, a Series 2019A-2 Area Two Prepayment Subaccount to be held solely for the benefit of the Series 2019A-2 Area Two Term Bonds and a Series 2019A Optional Redemption Subaccount to be held for the benefit of all of the Series 2019A Bonds, without privilege or priority of one Series 2019A Bond over another); 3) in the Reserve Fund, a Series 2019A Reserve Account to be held for the benefit of all of the Series 2019A Bonds without privilege or priority of one Series 2019A Bond over another; 4) within the Revenue Fund, a Series 2019A Revenue Account; and 5) within the Rebate Fund, a Series 2019A Rebate Account.


Amounts on deposit in the Series 2019A-1 Acquisition and Construction Account and the Series 2019A-1 Acquisition and Construction Subaccount shall be applied to pay Costs of the Series 2019 Project upon compliance with the requisition provisions set forth in Section 503(ii) of the Master Indenture and on the form attached to the Third Supplement; provided that such Costs shall be paid first from the Series 2019A-1 Acquisition and Construction Subaccount until such time as there are no moneys remaining therein, and then from the Series 2019A-1 Acquisition and
Construction Account. Anything in the Master Indenture to the contrary notwithstanding, the District Engineer shall establish a Date of Completion for the Series 2019 Project, and any balance remaining in the Series 2019A-1 Acquisition and Construction Account after such Date of Completion (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2019 Project which are required to be reserved in the Series 2019A-1 Acquisition and Construction Account in accordance with the certificate of the District Engineer establishing such Date of Completion), shall be deposited first to the Series 2019A Reserve Account until the amount on deposit therein equals the Series 2019A Reserve Account Requirement, then to the Series 2019A-1 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2019A-1 Bonds in accordance with the Third Supplement and in the manner prescribed in the form of Series 2019A-1 Bonds set forth as Exhibit B to the Third Supplement, whereupon the Series 2019A-1 Acquisition and Construction Account will be closed.

Series 2019A Reserve Account and Series 2019A Reserve Account Requirement

The Series 2019A Reserve Account Requirement is equal to [_________] percent (I__%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2019A Bonds on the date of determination, which as of the date of issuance of the Series 2019A Bonds is equal to $[______________].

The Series 2019A Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2019A Reserve Account Requirement. Except as otherwise provided in the Indenture, amounts on deposit in the Series 2019A Reserve Account shall be used only for the purpose of making payments into the Series 2019A Interest Account, the Series 2019A Principal Account and the Series 2019A Sinking Fund Account to pay Debt Service on the Series 2019A Bonds, when due, without distinction as to Series 2019A Bonds and without privilege or priority of one Series 2019A Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2019A Reserve Account shall consist only of cash and Series 2019A Investment Obligations.

Anything in the Indenture to the contrary notwithstanding, on the forty-fifth (45th) day preceding each Interest Payment Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the Trustee is authorized and directed to recalculate the Series 2019A Reserve Account Requirement and to transfer any excess on deposit in the Series 2019A Reserve Account (other than excess resulting from earnings on investments, which shall be governed by Section 408(f) of the Third Supplement) into the Series 2019A-1 Prepayment Subaccount, the Series 2019A-2 Area One Prepayment Subaccount and the Series 2019A-2 Area Two Prepayment Subaccount on a pro rata basis and applied to the extraordinary mandatory redemption of the Series 2019A Bonds.

On the earliest date on which there is on deposit in the Series 2019A Reserve Account sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2019A Bonds, together with accrued interest on such Series 2019A Bonds, the Series 2019A Reserve Account shall be closed.

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Bonds to the earliest date of redemption permitted in the Indenture, then the Trustee shall transfer the amount on deposit in the Series 2019A Reserve Account into the Series 2019A-1 Prepayment Subaccount, the Series 2019A-2 Area One Prepayment Subaccount and the Series 2019A-2 Area Two Prepayment Subaccount on a pro rata basis to pay and redeem all of the Outstanding Series 2019A Bonds on the earliest date permitted for redemption in the Indenture.

Anything in the Indenture to the contrary notwithstanding, amounts on deposit in the Series 2019A Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

Flow of Funds

(a) The Indenture authorizes and directs the Trustee to deposit any and all amounts required to be deposited in the Series 2019A Revenue Account by the Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2019A Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The District shall promptly upon receipt deposit Series 2019A Assessment Revenues with the Trustee together with a written accounting of the classification of such Series 2019A Assessment Revenues, which shall be deposited by the Trustee based upon such written accounting into the Funds and Accounts as follows:

(i) Series 2019A-1 Prepayment Principal, which shall be deposited into the Series 2019A-1 Prepayment Subaccount in the Series 2019A Redemption Account;

(ii) Series 2019A-2 Area One Prepayment Principal, which shall be deposited into the Series 2019A-2 Area One Prepayment Subaccount in the Series 2019A Redemption Account;

(iii) Series 2019A-2 Area Two Prepayment Principal, which shall be deposited into the Series 2019A-2 Area Two Prepayment Subaccount in the Series 2019A Redemption Account;

(iv) Delinquent Assessment Principal and Delinquent Assessment Interest, which shall first be applied to restore the amount of any deficiency in the Series 2019A Reserve Account and then the balance, if any, shall be deposited into the Series 2019A Revenue Account; and

(v) all other Series 2019A Assessment Revenues, which shall be deposited into the Series 2019A Revenue Account.
(c) On the forty-fifth (45th) day preceding each Interest Payment Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2019A-1 Prepayment Subaccount, the Series 2019A-2 Area One Prepayment Subaccount and the Series 2019A-2 Area Two Prepayment Subaccount and, if the balance in any such Subaccount is greater than zero, shall transfer from the Series 2019A Revenue Account for deposit into such Subaccount, an amount sufficient to increase the amount on deposit in such Subaccount to an integral multiple of $5,000 (provided that there are sufficient funds remaining in the Series 2019A Revenue Account to pay Debt Service coming due on the Series 2019A Bonds on such Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2019A Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2019A-1 Prepayment Subaccount, the Series 2019A-2 Area One Prepayment Subaccount or the Series 2019A-2 Area Two Prepayment Subaccount, as the case may be, in accordance with the provisions for extraordinary mandatory redemption of the Series 2019A Bonds set forth in the respective forms of Series 2019A Bonds attached to the Third Supplement and in accordance with the provisions of the Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer from the amounts on deposit in the Series 2019A Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2019A Interest Account, an amount equal to the amount of interest payable on all Series 2019A Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in the Series 2019A Interest Account not previously credited;

SECOND, on May 1, 20[_] and on each May 1 thereafter, to the Series 2019A Sinking Fund Account, an amount equal to the amount of Amortization Installments of all Series 2019A Term Bonds subject to mandatory sinking fund redemption on such May 1, less any other amount already on deposit in the Series 2019A Sinking Fund Account not previously credited, and on May 1, 20[_] and on each May 1 thereafter, to the Series 2019A Principal Account, an amount equal to the amount of the principal of all Series 2019A Bonds maturing on such May 1, less any other amount already on deposit in the Series 2019A Principal Account not previously credited;

THIRD, to the Series 2019A Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2019A Reserve Account Requirement with respect to the Series 2019A Bonds; and

FOURTH, the balance shall be retained in the Series 2019A Revenue Account.

(e) On any date required by the Tax Regulatory Covenants, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2019A Revenue Account to the Series 2019A Rebate Account established for the Series 2019A Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States,
which amount shall be paid to the United States, when due, in accordance with such Tax
Regulatory Covenants.

(f) On or after each November 2, the balance on deposit in the Series 2019A Revenue
Account on such November 2 shall first be deposited to the Series 2019A-1 Acquisition and
Construction Account until the Date of Completion of the Series 2019 Project, and after such Date
of Completion, the balance on deposit in the Series 2019A Revenue Account on such November
2 shall be paid over to the District at the written direction of an Authorized Officer of the District
and used for any lawful purpose of the District; provided however, that on the date of such
proposed transfer the amount on deposit in the Series 2019A Reserve Account shall be equal to
the Series 2019A Reserve Account Requirement, and, provided further, that the Trustee shall not
have actual knowledge (as described in Section 606 of the Master Indenture) of an Event of
Default under the Indenture relating to any of the Series 2019A Bonds, including the payment of
Trustee’s fees and expenses then due.

Investments

Earnings on investments in all of the Funds and Accounts held as security for the Series
2019A Bonds, except for earnings on investments in the Series 2019A Reserve Account, shall be
invested only in Series 2019A Investment Obligations, and further, earnings on the Series 2019A-
1 Acquisition and Construction Account, the Series 2019A-1 Acquisition and Construction
Subaccount and the Series 2019A Interest Account shall be retained, as realized, in such Accounts
and used for the purpose of such Accounts. Earnings on investments in the Funds and Accounts,
other than the Series 2019A Reserve Account, and other than as set forth above, shall be deposited,
as realized, to the credit of the Series 2019A Revenue Account and used for the purpose of such
Account.

Earnings on investments in the Series 2019A Reserve Account shall be disposed of as
follows:

(i) if there was no deficiency (as defined in Section 509 of the Master
Indenture) in the Series 2019A Reserve Account as of the most recent date on which
amounts on deposit in the Series 2019A Reserve Account were valued by the Trustee, and
if no withdrawals have been made from the Series 2019A Reserve Account since such date
which have created a deficiency, then earnings on investments in the Series 2019A Reserve
Account shall be deposited into the Series 2019A Revenue Account and used for the
purpose of such Account; and

(ii) if there was a deficiency (as defined in Section 509 of the Master Indenture)
in the Series 2019A Reserve Account as of the most recent date on which amounts on
deposit in the Series 2019A Reserve Account were valued by the Trustee, or if after such
date withdrawals have been made from the Series 2019A Reserve Account and have
created such a deficiency, then earnings on investments in the Series 2019A Reserve
Account shall be deposited into the Series 2019A Reserve Account until the amount on
deposit therein is equal to the Series 2019A Reserve Account Requirement, and then earnings on investments shall be deposited into the Series 2019A Revenue Account and used for the purpose of such Account.


In accordance with the provisions of the Indenture, the Series 2019A Bonds are payable solely from the Series 2019A Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the District acknowledges in the Indenture that (i) with respect to the Series 2019A-1 Bonds, the Series 2019A Pledged Funds include, without limitation, all amounts on deposit in the Series 2019A-1 Acquisition and Construction Account and the Series 2019A-1 Acquisition and Construction Subaccount then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2019A Bonds, the Series 2019A Pledged Funds may not be used by the District (whether to pay Costs of the Series 2019 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2019 Project and payment is for such work, and (iii) upon the occurrence of an Event of Default with respect to the Series 2019A Bonds, the Series 2019A Pledged Funds may be used by the Trustee to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture at the direction or with the approval of the Majority Owners. The District shall not enter into any binding agreement with respect to the Series 2019 Project and payable from the Series 2019A-1 Acquisition and Construction Account and Subaccount therein after the occurrence of an Event of Default unless authorized in writing by the Owners of a majority in aggregate principal amount of the Series 2019A-1 Bonds at the time Outstanding.

**Enforcement and Collection of Series 2019A Assessments**


Series 2019A Assessments levied and pledged under the Indenture to secure the Series 2019A Bonds shall be collected pursuant to the Uniform Method. To the extent the District is not able to collect such Series 2019A Assessments pursuant to the Uniform Method or to the extent the District determines that it is not in the best interest to use the Uniform Method, the District may elect to collect and enforce such Series 2019A Assessments pursuant to any then available and commercially reasonable method under the Act, Chapter 170, Florida Statutes, Chapter 197, Florida Statutes, or any successor statutes thereto.
Foreclosure of Special Assessment Lien

If any property shall be offered for sale for the nonpayment of any Series 2019A Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2019A Assessments (principal, interest, penalties and costs, plus attorneys’ fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2019A Assessments (principal, interest, penalties and costs, plus attorneys’ fees, if any) from any legally available funds of the District and the District shall receive in its corporate name, or in the name of a special purpose entity, title to the property for the benefit of the Owners of the Series 2019A Bonds; provided that the Trustee shall have the right, acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section; and provided further, however, that the District shall not be obligated to spend funds outside of the Series 2019A Trust Estate for the purpose of purchasing such property. The District, either through its own action, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2019A-1 Prepayment Subaccount, the Series 2019A-2 Area One Prepayment Subaccount or the Series 2019A-2 Area Two Prepayment Subaccount, as applicable. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees in the Indenture that it shall, after being provided with assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2019A Bonds within thirty (30) days after receipt of the request therefore signed by the Trustee or the Majority Owners. The Trustee may, upon direction from the Majority Owners, pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture.

Additional Covenants Regarding Series 2019A Assessments

The District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2019A Assessments, including the Assessment Report, and to levy the Series 2019A Assessments, in accordance with such proceedings and in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2019A Bonds, when due. The Assessment Report shall not be amended in a manner that will or is likely to have a material adverse effect on the interests of the holders of the Series 2019A Bonds without written consent of the Owners of a majority in aggregate principal amount of the Series 2019A Bonds.

Covenant to Collect Operation and Maintenance Assessments

In the event amounts in the Series 2019A-1 Acquisition and Construction Account and the subaccount therein are insufficient to complete the Series 2019 Project, the District covenants in the Third Supplement to levy Operation and Maintenance Assessments in amounts sufficient to complete the Series 2019 Project.
Limitation on Additional Bonds or Parity Capital Assessments

The District covenants and agrees in the Indenture that, so long as there are any Series 2019A Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2019A Trust Estate, nor shall it incur additional indebtedness, whether in the form of bonds or otherwise, secured by capital Assessments levied upon the same property that is subject to the Series 2019A Assessments without the prior written consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of capital Assessments on property subject to the Series 2019A Assessments for the purpose of effecting repairs to or replacements of property, facilities or equipment of the District or which are necessary for health, safety or welfare reasons, or to remediate a natural disaster; and provided further that the foregoing shall not preclude the imposition of Operation and Maintenance Assessments on any property within the District. Notwithstanding the preceding sentence, the District (i) may issue Refunding Bonds; and (ii) may incur additional indebtedness on a basis subordinate to the Series 2019A Bonds for any legal purpose.

Events of Default

Each of the following events is an Event of Default with respect to the Series 2019A Bonds:

(a) any payment of Debt Service on the Series 2019A Bonds is not made when due;

(b) the District shall for any reason be rendered incapable of fulfilling its obligations under the Indenture;

(c) the District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the Series 2019 Project;

(d) the District is adjudged insolvent by a court of competent jurisdiction, or is adjudged a bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;

(e) the District shall file a petition or answer seeking reorganization or any arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(f) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District’s assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control; or
(g) the District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Series 2019A Bonds or in the Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the Series 2019A Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Series 2019A Bonds then Outstanding; or

(h) any portion of the Series 2019A Assessments shall have become Delinquent Assessments and the Indenture provides for the Trustee to withdraw funds from the Series 2019A Reserve Account to pay Debt Service on the Series 2019A Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series 2019A Reserve Account to pay Debt Service on the Series 2019A Bonds).

Enforcement of Remedies

Upon the happening and continuance of any Event of Default specified above, the Trustee or, if the Trustee is unwilling or unable to act, the Majority Owners may protect and enforce the rights of the Owners of the Series 2019A Bonds under Florida law, and under the Indenture and the Series 2019A Bonds, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained in the Indenture or in aid or execution of any power in the Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee or the Owners of Series 2019A Bonds, as the case may be, shall deem most effectual to protect and enforce such rights.

The District covenants and agrees in the Indenture that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, and the provisions for the foreclosure of liens of Delinquent Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners.

Re-Assessment

If any Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Assessments when it might have done so, the District shall either: (i) take all necessary steps to cause a new Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement; or (ii) in its sole discretion, make up the amount of such Assessment from legally available moneys, which moneys shall be deposited into the related Series Revenue Account. In case any such subsequent Assessment shall also be annulled, the District shall obtain and make other Assessments until a valid Assessment shall be made.
ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2019A Bonds is the collection of Series 2019A Assessments ("Special Assessments") imposed on certain lands in the District specially benefited by the 2001 Project, the 2002 Project and the Series 2019 Project pursuant to the applicable Series 2019A Assessment Proceedings. See “ASSESSMENT METHODOLOGY” herein and “APPENDIX B: ASSESSMENT REPORT.”

The imposition, levy, and collection of Special Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Hillsborough County Tax Collector ("Tax Collector") or the Hillsborough Property Appraiser ("Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Special Assessments during any year. Such delays in the collection of Special Assessments, or complete inability to collect any Series of the Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2019A Bonds. See “BONDOWNERS’ RISKS.” To the extent that landowners fail to pay the Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2019A Bonds.

For the Special Assessments to be valid, the Special Assessments must meet two requirements: (1) the benefit from the financed project to the lands subject to the Special Assessments must exceed or equal the amount of the Special Assessments, and (2) the Special Assessments must be fairly and reasonably allocated across all such benefitted properties. The Certificate of the Assessment Consultant to be delivered at closing will certify that these requirements have been met with respect to the Special Assessments.

Pursuant to the Act, and the Series 2019A Assessment Proceedings, the District may collect the Special Assessments through a variety of methods. See “BONDOWNERS’ RISKS.” Initially, it is anticipated that the District will utilize the Uniform Method discussed below for the collection of the Series 2019A Assessments. See “ASSESSMENT METHODOLOGY” and “APPENDIX B: ASSESSMENT REPORT.” However, to the extent that the District is not able to collect such Series 2019A Assessments pursuant to the Uniform Method or to the extent the District determines that it is not in its best interest to use the Uniform Method, the District may elect to collect and enforce such Series 2019A Assessments pursuant to any then available and commercially reasonable method under the Act, Chapter 170, Florida Statutes, Chapter 197, Florida Statutes, or any successor statutes thereto. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.
Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Special Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Special Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Special Assessments and the ability to foreclose the lien of such Special Assessments upon the failure to pay such Special Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Special Assessments. See "BONDOWNERS' RISKS.”

Uniform Method Procedure

Subject to certain conditions, the District may alternatively elect to collect the Special Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Special Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Special Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, “Taxes and Assessments”), all of which will appear on the tax bill (also referred to as a “tax notice”) issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments – including the Special Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Special Assessments.
All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2019A Bonds.

Under the Uniform Method, if the Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of “tax certificates,” as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2019A Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Special Assessments, (2) that future landowners and taxpayers in the District will pay such Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Series 2019A Assessment Proceedings to discharge the lien of the Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of “tax certificates” and remittance of the proceeds of such sale to the District for payment of the Special Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the
public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Special Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at $5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and all other costs to the applicant for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value
of the homestead. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear. If the property is purchased for an amount in excess of the statutory bid of the certificate holder, but such excess is not sufficient to pay all governmental liens of record, the excess shall be paid to each governmental unit pro rata.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled “lands available for taxes” and shall immediately notify the County Commission that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid, or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Special Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Special Assessments, which are the primary source of payment of the Series 2019A Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See “BONDOWNERS’ RISKS.”
## ESTIMATED SOURCES AND USES OF BOND PROCEEDS

### Sources:

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**Total Sources**

### Uses:

| Description                                                                 |                      |                      |       |
| Payment of redemption price of Refunded Bonds                              |                      |                      |       |
| Deposit to Series 2019A-1 Acquisition and Construction Account             |                      |                      |       |
| Deposit to Series 2019A-1 Acquisition and Construction Subaccount          |                      |                      |       |
| Deposit to Series 2019A Costs of Issuance Account                         |                      |                      |       |
| Deposit to Series 2019A Reserve Account                                    |                      |                      |       |
| Deposit to Series 2019A Interest Account                                   |                      |                      |       |
| Underwriter’s Discount                                                     |                      |                      |       |

**Total Uses**

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* Includes funds on deposit and held under the 2001 Indenture and 2002 Indenture with respect to the Refunded Bonds.
DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2019A Bonds:

|--------------------------|-------------------------|------------------------|-------------------------|------------------------|--------------------|

Total

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BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds secured by special assessments issued by a public authority or governmental body in the State. Certain of such risks are associated with the Series 2019A Bonds offered hereby and are set forth below. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2019A Bonds and prospective purchasers are advised to read this Limited Offering Memorandum, including all appendices hereto, in its entirety to identify investment considerations relating to the Series 2019A Bonds. Prospective investors in the Series 2019A Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2019A Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

Limited Pledge

The principal security for the payment of the principal of and interest on the Series 2019A Bonds is the timely collection of the Series 2019A Assessments. Recourse for the failure of any landowner to pay the Series 2019A Assessments, or otherwise fail to comply with its obligations, is limited to the collection proceedings against the land, which proceedings differ depending on whether the Series 2019A Assessments are being collected pursuant to the Uniform Method or directly by the District. The Series 2019A Assessments do not constitute a personal indebtedness of the landowners, but are secured only by a lien on the land in the Series 2019A Assessment Area. The District has not granted, and may not grant under Florida law, a mortgage or security interest on any land subject to the Series 2019A Assessments. Furthermore, the District has not pledged the revenues, if any, from the operation of any portion of the 2001 Project, 2002 Project or the Series 2019 Project as security for, or a source of payment of, the Series 2019A Bonds. Several mortgage lenders have in the past, raised legal challenges to the primacy of liens similar to those of the Series 2019A Assessments in relation to the liens of mortgages burdening the same real property. There can be no assurance that mortgage lenders will not challenge the priority of the lien status of the Series 2019A Assessments in the event that actions are taken to foreclose on any property in the Series 2019A Assessment Area.

Bankruptcy and Related Risks

The various legal opinions to be delivered concurrently with the delivery of the Series 2019A Bonds (including Bond Counsel’s approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. Under existing constitutional and statutory law and judicial decisions, in the event of the institution of bankruptcy or similar proceedings with respect to any landowner, the remedies specified by federal, state and local law and in the Indenture and the Series 2019A Bonds, including, without limitation, enforcement of the obligation to pay the Series 2019A Assessments may not be readily available or may be limited. Bankruptcy can also affect the
ability of (1) the landowner being able to pay the Series 2019A Assessments, (2) the Tax Collector being able to sell tax certificates related to land owned by a landowner in bankruptcy, to the extent the Uniform Method is being utilized for collecting the Series 2019A Assessments, and (3) the inability of the District to foreclose the lien of the Series 2019A Assessments not being collected by the Uniform Method. Any such adverse effect, either partially or fully, on the ability to enforce such remedies could have a material adverse effect on the District’s ability to make the full or punctual payment of Debt Service on the Series 2019A Bonds.

Delay and Discretion Regarding Remedies

The remedies available to the owners of the Series 2019A Bonds are in many respects dependent upon judicial actions which are often subject to discretion and delay. In addition to legal delays that could result from bankruptcy, the ability of the District to enforce collection of Delinquent Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding and the value of the land which is the subject of such proceedings and which may be subject to sale. In addition, if the District commences a foreclosure action against a landowner for nonpayment of Series 2019A Assessments, such landowner might raise affirmative defenses to such foreclosure action, which affirmative defenses could result in delays in completing the foreclosure action.

Limitation on Funds Available to Exercise Remedies

In the event of a default by a landowner in payment of Series 2019A Assessments, if the Series 2019A Assessments are not collected under the Uniform Method, the District is required under the Indenture to fund the costs of foreclosure. It is possible that the District will not have sufficient funds therefor and will be compelled to request the owners of the Series 2019A Bonds to allow funds on deposit under the Indenture to be used to pay such costs. Under the Internal Revenue Code of 1986, as amended (the “Code”), there are limitations on the amount of Series 2019A Bond proceeds that can be used for such purposes. As a result, there may be insufficient funds for the exercise of remedies.

Determination of Land Value upon Default

To the extent that any portion of the Series 2019A Assessments are being collected by the Uniform Method, the ability of the Tax Collector to sell tax certificates, and to the extent that any portion of the Series 2019A Assessments are not being collected by the Uniform Method, the ability of the District to sell land upon foreclosure, both will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two years. The determination of the benefits to be received by the benefitted land within the District as a result of implementation and development of the 2001 Project, the 2002 Project and the Series 2019 Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. In other words, the value of the land could potentially be ultimately less than the debt secured by
the Series 2019A Assessments associated with it. To the extent that the realizable or market value of the land is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land, or the District to sell such land upon foreclosure, may be adversely affected. Such adverse affect could render the District unable to collect delinquent Series 2019A Assessments, if any, and could negatively impact the ability of the District to make the full or punctual payment of Debt Service on the Series 2019A Bonds.

**Landowner Challenge of Assessed Valuation**

Florida law provides a procedure whereby a taxpayer may contest a “tax assessment.” It is unclear whether this procedure applies to non-ad valorem assessments such as the Series 2019A Assessments and there are judicial decisions that support both views. Under the procedure, a taxpayer may bring suit to contest a “tax assessment” if the taxpayer pays the amount of “tax” that the taxpayer admits to owing. Upon the making of such payment, all procedures for the collection of the unpaid taxes are suspended until the suit is resolved. If it is determined that the procedure applies to non-ad valorem assessments such as the Series 2019A Assessments, it is possible that such a challenge could result in collection procedures for delinquent Series 2019A Assessments being held in abeyance until the challenge is resolved. This would result in a delay in the collection of the Series 2019A Assessments which could have a material adverse affect upon the ability of the District to timely make full or punctual payment of Debt Service on the Series 2019A Bonds. If the Series 2019A Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold while the challenge is pending with respect to the Series 2019A Assessments even if the landowner is not contesting the amount of such special assessments.

**Failure to Comply with Assessment Proceedings**

The District is required to comply with statutory procedures in levying the Series 2019A Assessments. Failure of the District to follow these procedures could result in the Series 2019A Assessments not being levied or potential future challenges to such levy.

**Other Taxes**

The willingness and/or ability of a landowner within the Series 2019A Assessment Area to pay the Series 2019A Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District, such as a county, a school board, a municipality and other special districts, could, without the consent of the owners of the land within the Series 2019A Assessment Area, impose additional taxes or assessments on the property within the Series 2019A Assessment Area. County, municipal, school and special district taxes and assessments, including the Series 2019A Assessments, and any additional voter-approved ad valorem taxes, are payable at the same time when collected under the Uniform Method. If a taxpayer does not make complete payment, such taxpayer cannot designate specific line items on the tax bill as deemed paid in full. In such case, the Tax Collector does not accept partial payment. Therefore, any failure by a landowner to pay
any one line item, whether or not it is the Series 2019A Assessments, would result in such landowner’s Series 2019A Assessments to not be collected, which could have a significant adverse impact on the District’s ability to make full or punctual payment of Debt Service on the Series 2019A Bonds.

The District may impose additional assessments which could encumber the property burdened by the Series 2019A Assessments. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2019A Assessments. In addition, lands within the District may also be subject to assessments by property and home owner associations.

Inadequacy of Series 2019A Reserve Account

Some of the risk factors described herein, if materialized, could result in a delay in the collection of the Series 2019A Assessments or a failure to collect the Series 2019A Assessments, but may not affect the timely payment of Debt Service on the Series 2019A Bonds because of the Series 2019A Reserve Account established by the District for the Series 2019A Bonds. However, the ability of the District to fund deficiencies caused by delinquent or delayed Series 2019A Assessments is dependent upon the amount, duration and frequency of such deficiencies or delays. If the District has difficulty in collecting the Series 2019A Assessments, the Series 2019A Reserve Account could be rapidly depleted and the ability of the District to pay Debt Service could be materially adversely affected. Owners should note that although the Indenture contains the Series 2019A Reserve Account Requirement for the Series 2019A Reserve Account, and a corresponding obligation on the part of the District to replenish the Series 2019A Reserve Account to the Series 2019A Reserve Account Requirement, the District does not have a designated revenue source for replenishing the Series 2019A Reserve Account. Moreover, the District will not be permitted to re-assess real property then burdened by the Series 2019A Assessments in order to provide for the replenishment of the Series 2019A Reserve Account.

Moneys on deposit in the Series 2019A Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys available in the Series 2019A Reserve Account to make up deficiencies or delays in collection of Series 2019A Assessments.

Economic Conditions

The proposed Development may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the landowners or the District. Although the New Developer expects to develop lots and construct and sell homes to end users, there can be no assurance that such sales will occur or be realized in the manner currently anticipated.
Concentration of Land Ownership

Until further development and home closings take place in the Series 2019A Assessment Area, payment of approximately twenty-five percent (25%) of the Series 2019A Assessments is dependent upon their timely payment by the New Developer. In the event of the institution of bankruptcy or similar proceedings with respect to the New Developer or any other subsequent significant owner of property within the Series 2019A Assessment Area, delays could most likely occur in the payment of Debt Service on the Series 2019A Bonds. Such bankruptcy could negatively impact the ability of: (i) the New Developer or other landowner being able to pay the Series 2019A Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2019A Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of any Series 2019A Assessments not being collected pursuant to the Uniform Method.

Undeveloped Land

Certain of the planned residential units in the Series 2019A Assessment Area and encumbered by the Series 2019A Assessments are undeveloped and vacant. Additionally, certain of the remaining commercial lands in the Development are also undeveloped and vacant. The ultimate successful development of the remaining vacant lots depends on several factors discussed herein. There is no assurance that the developers/builders and other landowners will be successful in developing part or all of the vacant lots.

Change in Development Plans

The New Developer has the right to modify or change plans for development of property within the Series 2019A Assessment Area and the Development, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with, and subject to the provisions of the Act, to contract or expand the boundaries of the District.

Completion of Series 2019 Project

Regulatory and Environmental Risks

The Development is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District lands.

The value of the land within the District, the ability to complete the Series 2019 Project, or to develop the Development and the likelihood of timely payment of Debt Service on the Series 2019A Bonds could be affected by environmental factors with respect to the lands in the District, such as contamination by hazardous materials. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future whether originating within the District or from surrounding property, and what effect such may have on the development of the District lands. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District.

Damage to District from Natural Disasters

The value of the lands subject to the Series 2019A Assessments could be adversely affected by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District lands unable to support the construction of the Series 2019 Project. The occurrence of any such events could materially adversely affect the District’s ability to collect Series 2019A Assessments and pay Debt Service on the Series 2019A Bonds. The Series 2019A Bonds are not insured and the District’s casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Limited Secondary Market

The Series 2019A Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2019A Bonds in the event an owner thereof determines to solicit purchasers of the Series 2019A Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2019A Bonds may be sold. Such price may be lower than that paid by the current owner of the Series 2019A Bonds, depending on the progress of the Development, existing market conditions and other factors.
Interest Rate Risk; No Rate Adjustment for Taxability

The interest rate borne by the Series 2019A Bonds is, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of risk as investment in the Series 2019A Bonds. These higher interest rates are intended to compensate investors in the Series 2019A Bonds for the risk inherent in the purchase of the Series 2019A Bonds. However, such higher interest rates, in and of themselves, increase the amount of Series 2019A Assessments that the District must levy in order to provide for payment of Debt Service on the Series 2019A Bonds, and, in turn, may increase the burden of landowners within the Series 2019A Assessment Area, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such Series 2019A Assessments.

The Indenture does not contain an adjustment of the interest rate on the Series 2019A Bonds in the event of a determination of taxability of the interest thereon. Such a change could occur as a result of the District’s failure to comply with tax covenants contained in the Indenture or the tax certificate signed by the District upon issuance of the Series 2019A Bonds or due to a change in the United States income tax laws. Should interest on the Series 2019A Bonds become includable in gross income for federal income tax purposes, owners of the Series 2019A Bonds will be required to pay income taxes on the interest received on such Series 2019A Bonds and related penalties. Because the interest rate on such Series 2019A Bonds will not be adequate to compensate owners of the Series 2019A Bonds for the income taxes due on such interest, the value of the Series 2019A Bonds may decline. Prospective purchasers of the Series 2019A Bonds should evaluate whether they can own the Series 2019A Bonds in the event that the interest on the Series 2019A Bonds becomes taxable and/or the District is ever determined to not be a political subdivision for purposes of the Code and/or Securities Act.

IRS Audit and Examination Risk

The Internal Revenue Service (the “IRS”) routinely examines bonds issued by state and local governments, including bonds issued by community development districts. There is no assurance that an audit by the IRS of the Series 2019A Bonds will not be commenced. Owners of the Series 2019A Bonds are advised that, if the IRS does audit the Series 2019A Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the owners of the Series 2019A Bonds may have limited rights to participate in such procedure. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2019A Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2019A Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. An adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2019A Bonds may adversely impact any secondary market for the Series

* Owners of the Series 2019A Bonds are advised to consult with their own tax advisors regarding their rights (if any) with respect to such audit.
2019A Bonds, and, if a secondary market exists, will likely adversely impact the price for which the Series 2019A Bonds may be sold.

It has been reported that the IRS has recently closed audits of other community development districts in Florida with no change to such districts’ bonds’ tax-exempt status, but has advised such districts that such districts must have public electors within five years of the issuance of tax-exempt bonds or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District are qualified electors elected or appointed by qualified electors. There can be no assurance that an audit by the IRS of the Series 2019A Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2019A Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2019A Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2019A Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse affect upon, the Series 2019A Bonds. In addition, the IRS may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been made and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2019A Bonds. There can be no assurance that any such legislation or proposal will be enacted, and if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for, or marketability of the Series 2019A Bonds.

Florida Village Center CDD TAM

In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this paragraph, the “Audited Bonds”) issued by Village Center Community Development District (the “Village Center CDD”). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum (“TAM”) concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either
directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS’s conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax-exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the agency found that the Village Center CDD was not a “proper issuer of tax-exempt bonds” and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMS and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

**Legislative Proposals and State Tax Reform**

It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor of the State of Florida, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any pending or future legislation will or may have on the security for the Series 2019A Bonds.

**Loss of Exemption from Securities Registration**

Since the Series 2019A Bonds have not been, and will not be, registered under the Securities Act, or any state securities laws, because of the exemption for political subdivisions and regardless of any potential IRS determination that the District is not a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could independently determine that the District is not a political subdivision for purposes of federal and state securities laws. Accordingly, the District and purchasers of the Series 2019A Bonds may not be able to rely on the exemption from registration relating to securities issued by political subdivisions. In that event, the owners of the Series 2019A Bonds would need to ensure that subsequent transfers of the Series 2019A Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.
Performance of District Professionals

The District has represented to the Underwriter that it has selected its District Manager, District Counsel, District Engineer, Assessment Consultant, Trustee and other professionals with the appropriate due diligence and care. While the foregoing professionals have each represented that they have the respective requisite experience to accurately and timely perform the duties assigned to them in such roles, the District does not guarantee the performance of such professionals.

Mortgage Default and FDIC

In the event a bank forecloses on a property in the Series 2019A Assessment Area because of a default on a mortgage with respect thereto and then the bank itself fails, the Federal Deposit Insurance Corporation (the “FDIC”), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2019A Assessments. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action on such property for failure to pay Series 2019A Assessments.

The risks described under this “BONDOWNERS’ RISKS” section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2019A Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety, to visit the District and to ask questions of representatives of the District to obtain a more complete description of investment considerations relating to the Series 2019A Bonds.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, the form of which is included as APPENDIX D hereto, the interest on the Series 2019A Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax under existing statutes, regulations, rulings and court decisions. Failure by the District to comply subsequently to the issuance of the Series 2019A Bonds with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to requirements regarding the use, expenditure and investment of Series 2019A Bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2019A Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2019A Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.
Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2019A Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2019A Bonds and the payment of certain arbitrage earnings in excess of the “yield” on the Series 2019A Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2019A Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2019A Bonds. Prospective purchasers of the Series 2019A Bonds should be aware that the ownership of the Series 2019A Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2019A Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Series 2019A Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2019A Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2019A Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2019A BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE SERIES 2019A BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Florida Taxes

In the opinion of Bond Counsel, the Series 2019A Bonds and interest thereon are exempt from taxation under the laws of the State, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220.

Other Tax Matters

Interest on the Series 2019A Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2019A Bonds should consult their tax advisors as to the income tax status of interest on the Series 2019A Bonds in their particular state or local jurisdictions.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of
obligations that are similar to the Series 2019A Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2019A Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2019A Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2019A Bonds.

On February 23, 2016, the Internal Revenue Service issued a notice of proposed rulemaking (the “Proposed Regulations”) and notice of public hearing containing proposed regulations that provided guidance regarding the definition of political subdivision for purposes of the rules for tax-exempt bonds, including determinations of entities that are valid issuers of tax-exempt bonds. On October 4, 2017, the Treasury Department (“Treasury”) announced that it would withdraw the proposed regulations, stating that, “while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues.” The Proposed Regulations were officially withdrawn on October 20, 2017. See also “BONDOWNERS’ RISKS” herein.

Original Issue Discount

Certain of the Series 2019A Bonds (the “Discount Bonds”) may be offered and sold to the public at an original issue discount, which is the excess of the principal amount of the Discount Bonds over the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2019A Bonds. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded semi-annually. A purchaser who acquires a Discount Bond at the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bond. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Bonds and with respect to the state and local tax consequences of owning and disposing of such Discount Bonds.
Bond Premium

Certain of the Series 2019A Bonds (the “Premium Bonds”) may be offered and sold to the public at a price in excess of the principal amount of such Premium Bond, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Bonds which term ends on the earlier of the maturity or call date for each Premium Bond which minimizes the yield on said Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder (the “Disclosure Act”) requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975. The District is not and has not ever been in default as to principal and interest on its bonds or other debt obligations.

NO RATING OR CREDIT ENHANCEMENT

The Series 2019A Bonds are neither rated nor credit enhanced. No application for a rating or credit enhancement with respect to the Series 2019A Bonds was made.

VALIDATION

The Series 2019A-2 Bonds are being issued to refunded the Refunded Bonds, which were validated by Final Judgment of the Circuit Court in and for Hillsborough County, Florida, entered on March 21, 2000. The Series 2019A-1 Bonds were validated by Final Judgment of the Circuit Court in and for Hillsborough County, Florida, entered on May 11, 2017. The appeal periods from such final judgments have expired with no appeals being filed.
LITIGATION

There is no pending or, to the knowledge of the District, any threatened litigation against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2019A Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the execution of the Indenture. Neither the creation, organization or existence, nor the title of the present members of the Board of Supervisors or the District Manager is being contested in any pending or threatened litigation.

From time to time, the District expects to experience routine litigation and claims incidental to the conduct of its affairs. In connection with the issuance and sale of the Series 2019A Bonds, District Counsel will represent to the District that there are no actions presently pending or to the knowledge of the District threatened against the District, the adverse outcome of which could reasonably be expected to have a material adverse effect on the availability of the Series 2019A Trust Estate or the ability of the District to pay the Series 2019A Bonds from the Series 2019A Trust Estate.

CONTINUING DISCLOSURE

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC Rule”), the District, the New Developer and Rizzetta & Company, Inc., as Dissemination Agent, will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement”), the form of which is attached hereto as APPENDIX E. Pursuant to the Disclosure Agreement, the District has covenanted for the benefit of Bondholders to provide certain financial information and operating data relating to the District and the Series 2019A Bonds in each year (the “District Annual Report”), and to provide notices of the occurrence of certain enumerated material events. Pursuant to the Disclosure Agreement, the New Developer has covenanted for the benefit of Bondholders to provide certain financial information and operating data relating to the New Developer and the lands owned by the New Developer on a quarterly basis (the “Quarterly Report”), and to provide notices of the occurrence of certain enumerated material events. Such covenant by the District shall only apply so long as the Series 2019A Bonds remain outstanding under the Indenture. Such covenant by the New Developer shall only apply so long as the New Developer is responsible for paying twenty percent (20%) or more of the Series 2019A Assessments.

The District Annual Report and the Quarterly Report (together, the “Report”) will be filed with EMMA as described in the form of the Disclosure Agreement attached hereto as APPENDIX E. The notices of material events will also be filed with EMMA. The specific nature of the information to be contained in the Reports and the notices of material events are described in APPENDIX E. The Disclosure Agreement will be executed at the time of issuance of the Series 2019A Bonds. The foregoing covenants have been made in order to assist the Underwriter in complying with the SEC Rule.
The District previously entered into continuing disclosure agreements in conjunction with the issuance of its Prior Bonds (collectively, the “Prior CDAs”). [Disclosure Audit findings, if any, to come.] [The New Developer previously undertook the continuing disclosure obligations of the Original Developer in conjunction with the 2002 Bonds. [disclosure of audit findings, if any, to come.]

UNDERWRITING

The Underwriter will agree, pursuant to a contract to be entered into with the District, subject to certain conditions, to purchase the Series 2019A Bonds from the District at an aggregate purchase price of $___________ (representing (i) the aggregate par amount of the Series 2019A-1 Bonds of $___________, [Plus/Minus] [Net] [Bond Premium/Original Issue Discount] of $___________, and less an Underwriter’s discount on the Series 2019A-1 Bonds of $___________ and (ii) the aggregate par amount of the Series 2019A-2 Bonds of $___________, [Plus/Minus] [Net] [Bond Premium/Original Issue Discount] of $___________, and less an Underwriter’s discount on the Series 2019A-2 Bonds of $___________). See “ESTIMATED SOURCES AND USES OF BOND PROCEEDS” herein. The Underwriter’s obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all the Series 2019A Bonds if any are purchased.

The Underwriter intends to offer the Series 2019A Bonds to accredited investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Underwriter may offer and sell the Series 2019A Bonds to certain dealers (including dealers depositing the Series 2019A Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

LEGAL MATTERS

The Series 2019A Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Series 2019A Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Hopping Green & Sams, P.A., Tallahassee, Florida, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida.
AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2019A Bonds, that it will not limit or alter the rights of the issuer of such bonds to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

FINANCIAL STATEMENTS

The District has covenanted in the Continuing Disclosure Agreement set forth in APPENDIX E hereto to provide its annual audited financial statements to the EMMA as described in APPENDIX E. The audited financial statements for the fiscal year ended September 30, 2018 are attached hereto as APPENDIX F. Such statements speak only as of September 30, 2018. The consent of the District’s auditor to include in this Limited Offering Memorandum the aforementioned report was not requested, and the general purpose financial statements of the District are provided only as publicly available documents. The auditor was not requested nor did they perform any procedures with respect to the preparation of this Limited Offering Memorandum or the information presented herein.

EXPERTS AND CONSULTANTS

The references herein to Cardno, as the District Engineer have been approved by said firm. The Supplemental Engineer Report prepared by such firm relating to the Series 2019 Project, has been included as APPENDIX A attached hereto in reliance upon such firm as an expert in engineering. References to and excerpts herein from such Supplemental Engineer Report do not purport to be adequate summaries of the Series 2019 Project or complete in all respects. Such Supplemental Engineer Report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

The references herein to Rizzetta & Company, Inc., as Assessment Consultant have been approved by said firm. The Assessment Consultant’s Assessment Report prepared by such firm relating to the issuance of the Series 2019A Bonds has been included as APPENDIX B attached hereto in reliance upon such firm as an expert in developing assessment methodologies. References to and excerpts herein from such report do not purport to be adequate summaries of such report or complete in all respects. Such report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

CONTINGENT AND OTHER FEES

The District has retained Bond Counsel, District Counsel, the Assessment Consultant, the Underwriter (who has retained Underwriter’s Counsel) and the Trustee (who has retained
Trustee’s Counsel), with respect to the authorization, sale, execution and delivery of the Series 2019A Bonds. Payment of the fees of such professionals, except for the payment of fees to District Counsel and the Assessment Consultant, are each contingent upon the issuance of the Series 2019A Bonds.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Limited Offering Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the holders of the Series 2019A Bonds.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable, and is believed to be correct as of the date of the Limited Offering Memorandum, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The Underwriter listed on the cover page hereof has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion stated herein are subject to change, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the District from the date hereof. However, certain parties to the transaction, including the District, will, on the closing date of the Series 2019A Bonds, deliver certificates to the effect that nothing has come to their attention that would lead them to believe that applicable portions of the Limited Offering Memorandum contain an untrue statement of a material fact or omit to state a material fact that should be included herein for the purpose for which the Limited Offering Memorandum is intended to be used, or that is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading and to the effect that from the date of the Limited Offering Memorandum to the date of closing of the Series 2019A Bonds that there has been no material adverse change in the information provided.

[Remainder of page intentionally left blank]
This Limited Offering Memorandum is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. The appendices hereof are integral parts of this Limited Offering Memorandum and must be read in their entirety together with all of the foregoing statements.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

By: ____________________________
Its: Chair
APPENDIX B

ASSESSMENT REPORT
APPENDIX C

COPY OF THE MASTER INDENTURE AND FORM OF THE THIRD SUPPLEMENT
APPENDIX D

FORM OF OPINION OF BOND COUNSEL
APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT
EXHIBIT F

AUDITED FINANCIAL STATEMENTS OF THE DISTRICT
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018
ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT (the "Agreement"), dated as of [Closing Date], between HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a duly created and validly existing local unit of special purpose government (the "District"), and U.S. BANK NATIONAL ASSOCIATION (the "Escrow Agent"), a national banking association authorized to accept and execute trusts of the character herein set out, with its designated office and post office address located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

WHEREAS, the District has heretofore issued, sold and delivered its Harbor Bay Community Development District Capital Improvement Revenue Bonds, Series 2001A (the "Series 2001A Bonds") currently outstanding in the aggregate principal amount of $2,705,000, and its Harbor Bay Community Development District Capital Improvement Revenue Bonds, Series 2002 (the "Series 2002 Bonds") currently outstanding in the aggregate principal amount of $8,595,000 (the Outstanding principal amount of such Series 2001A Bonds and Series 2002 Bonds hereinafter referred to as the "Refunded Bonds") under and pursuant to the terms of a Master Trust Indenture, dated as of August 1, 2001 (the "Master Indenture"), from the District to U.S. Bank National Association, as successor in trust to SunTrust Bank, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture, dated as of August 1, 2001, with respect to the Series 2001A Bonds (the "First Supplemental Indenture") and a Second Supplemental Trust Indenture, dated as of November 1, 2002, with respect to the Series 2002 Bonds (the "Second Supplemental Indenture" and collectively with the First Supplemental Indenture and the Master Indenture, the "Indenture"), from the District to the Trustee; and

WHEREAS, the District desires to currently refund such Refunded Bonds to achieve debt service savings; and

WHEREAS, the District has authorized the issuance, sale and delivery of its $[A-2 Amount] Harbor Bay Community Development District Capital Improvement Revenue Refunding Bonds, Series 2019A-2 (the "Series 2019A-2 Bonds") pursuant to a [Third] Supplemental Trust Indenture, dated as of August 1, 2019, from the District to the Trustee to secure the issuance of the Series 2019A-2 Bonds and to set forth the terms of the Series 2019A-2 Bonds, a portion of the proceeds of which, together with certain other legally available moneys of the District, will be used to discharge the pledge of and lien of the Indenture in favor of the holders of such Refunded Bonds; and
WHEREAS, the issuance of the Series 2019A-2 Bonds, the deposit of cash into an escrow deposit trust fund to be held by the Escrow Agent and the discharge of the pledge of and lien of the Indenture in favor of the holders of such Refunded Bonds shall occur as a simultaneous transaction; and

WHEREAS, this Agreement is intended to effectuate such simultaneous transaction;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. PREAMBLES. The recitals stated above are true and correct and incorporated herein.

SECTION 2. RECEIPT OF INDENTURE. Receipt of true and correct copies of the Indenture and this Agreement is hereby acknowledged by the Escrow Agent. The applicable and necessary provisions of the Indenture, including, without limitation, Articles III and XII of the Master Indenture, are incorporated herein by reference. The Escrow Agent also acknowledges receipt of the final numbers (the "Final Numbers") prepared by MBS Capital Markets, LLC, showing its calculations of the amount needed to refund the Refunded Bonds at the redemption price as set forth in the Final Numbers, as verified by the verification report of Causey Demgen & Moore, P.C., a firm of independent certified public accountants, dated [Closing Date]. The Escrow Agent has no responsibility for the production, review or accuracy of either the Final Numbers or the verification report.

SECTION 3. DISCHARGE OF LIEN OF HOLDERS OF REFUNDED BONDS. In accordance with Articles III and XII of the Master Indenture, simultaneously herewith, the lien of the Indenture and all covenants, agreements and other obligations of the District to the Owners of the Refunded Bonds shall cease, terminate and become void and be discharged and satisfied.

SECTION 4. ESTABLISHMENT OF ESCROW FUND. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "Harbor Bay Community Development District Capital Improvement Revenue Bonds, Series 2001A/2002 Escrow Deposit Trust Fund" (the "Escrow Fund"). The Escrow Fund shall be held in the custody of the Escrow Agent as a trust fund for the benefit of the holders of the Refunded Bonds, separate and apart from other funds and accounts of the District and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of the Escrow Fund the sum of $[BP] received from the District from proceeds of the Series 2019A-2 Bonds (the "Bond Proceeds") and the sum of $[_______] received from the District from other available funds (the "District Moneys"), (consisting of $[_______] transferred from

SECTION 5. DEPOSIT OF MONEYS IN ESCROW FUND. The District hereby directs, and the Escrow Agent acknowledges, that the Bond Proceeds and the District Moneys deposited with the Escrow Agent pursuant to Section 4 above shall be held in the Escrow Fund uninvested in cash (the "Cash") and neither the District nor the Escrow Agent shall otherwise invest or reinvest any moneys in the Escrow Fund.

SECTION 6. SUFFICIENCY OF CASH DEPOSIT. In reliance upon the Final Numbers, the District represents that the Cash is sufficient such that moneys will be available to the Escrow Agent in amounts sufficient at the times required to pay the amounts of principal of, redemption premium, if any, and interest due and to become due on the Refunded Bonds as described in Schedule A attached hereto. If the Cash shall be insufficient to make such payments, the District shall timely deposit to the Escrow Fund, solely from legally available funds of the District, such additional amounts as may be required to pay the Refunded Bonds as described in Schedule A attached hereto. Notice of any insufficiency shall be given by the Escrow Agent to the District as promptly as possible, but the Escrow Agent shall in no manner be responsible for the District's failure to make such deposits.

SECTION 7. CASH IN TRUST FOR HOLDERS OF REFUNDED BONDS. The deposit of the Cash in the Escrow Fund shall constitute an irrevocable deposit of cash in trust solely for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds at such times and in such amounts as set forth in Schedule A attached hereto, and the Cash shall be used solely for such purpose.

SECTION 8. ESCROW AGENT TO PAY REFUNDED BONDS FROM ESCROW FUND. The District hereby directs, and the Escrow Agent hereby agrees, that it will take all actions required to be taken by it under the provisions of the Indenture, including the timely transfer of, but solely from funds on deposit in the Escrow Fund, money to the Paying Agent for the Refunded Bonds as provided in the Indenture, in order to effectuate this Agreement and to pay the Refunded Bonds in the amounts and at the times provided in Schedule A attached hereto. The Cash shall be used to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds as the same may mature or be redeemed. If any payment date shall be a day on which either the Paying Agent for the Refunded Bonds or the Escrow Agent is not open for the acceptance or delivery of funds, then the Escrow Agent shall make payment on the next business day. The liability of the Escrow Agent for the payment of the principal of, redemption premium, if any, and interest
on the Refunded Bonds pursuant to this Agreement shall be limited to the application of the Cash available for such purposes in the Escrow Fund.

SECTION 9. ESCROW FUND SHALL CONTINUE IN EFFECT. The Escrow Fund shall continue in effect until the date upon which the Escrow Agent makes the final payment to the Paying Agent for the Refunded Bonds in an amount sufficient to pay the Refunded Bonds as described in Schedule A attached hereto, whereupon the Escrow Agent shall transfer all remaining money, if any, in the Escrow Fund to the District.

SECTION 10. REFUNDING OF REFUNDED BONDS. The District hereby irrevocably instructs the Escrow Agent to give or cause to be given at the appropriate times the notice or notices required by the Indenture in connection with the refunding of the Refunded Bonds in accordance with Schedule A attached hereto, in the form customarily used by the Escrow Agent for such notices.

SECTION 11. DEFEASANCE OF REFUNDED BONDS. Concurrently with the deposit of the Cash set forth in Section 5 hereof, the District represents that, in reliance upon Schedule A attached hereto, the Refunded Bonds shall be deemed to have been paid within the meaning and with the effect expressed in Article XII of the Master Indenture. The District hereby irrevocably instructs the Escrow Agent to give or cause to be given the notice or notices required by the Indenture in connection with the defeasance of the Refunded Bonds. A form notice of defeasance is attached hereto as Schedule B.

SECTION 12. ESCROW FUND IRREVOCABLE. The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on the Cash deposited in the Escrow Fund pursuant to the terms hereof and the interest earnings thereon until paid out, used and applied in accordance with this Agreement and the Indenture. The District shall not cause nor permit, and the Escrow Agent shall not grant, any other lien or interest whatsoever to be imposed upon the Escrow Fund.

SECTION 13. AMENDMENTS TO AGREEMENT. This Agreement is made for the benefit of the District and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the written consent of the Escrow Agent and the District; provided, however, that the District and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;
(b) to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized Bond Counsel with respect to compliance with this Section 13, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 13.

SECTION 14. FEES AND EXPENSES OF ESCROW AGENT; INDEMNIFICATION. In consideration of the services rendered by the Escrow Agent under this Agreement, the District has paid to the Escrow Agent a one-time fee and expenses in the amount of $[__________], receipt of which is hereby acknowledged. The Escrow Agent shall have no lien whatsoever upon any of the Cash in said Escrow Fund for the payment of fees and expenses. To the extent permitted by law and without waiving any privileges or immunities afforded to the District under Florida law, the District further agrees to indemnify and save the Escrow Agent, its agents and employees, harmless, to the extent allowed by law, against any liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind or nature, which it may incur in the exercise and performance of its powers and duties hereunder, including legal expenses, and which are not due to its gross negligence or willful misconduct. This Section 14 shall survive the termination of this Agreement, or, as to the Escrow Agent, its resignation or removal.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Escrow Agent pursuant to any provision of this Agreement; the Escrow Agent shall be protected and shall not be liable for acting or proceeding, in good faith, upon such reliance; and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may, at the expense of the District, consult with counsel, who may be counsel to the District or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it
hereunder in good faith in accordance herewith. Prior to retaining such independent counsel, the Escrow Agent shall notify the District of its intention.

The Escrow Agent and its successors, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, by reason of the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance and disposition of the various moneys and funds described herein, any payment, transfer or other application of funds by the Escrow Agent in accordance with the provisions of this Agreement or any act that is not grossly negligent, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be liable to the District and to holders of the Refunded Bonds to the extent of their respective damages for the gross negligence or willful misconduct of the Escrow Agent which violate or fail to comply with the terms of this Agreement; provided, however, the foregoing shall not include payment for special or consequential damages or damages caused by a party other than the Escrow Agent. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement.

SECTION 15. REPORTING REQUIREMENTS OF ESCROW AGENT. As soon as practicable after the Refunded Bonds are redeemed, the Escrow Agent shall forward in writing to the District a statement regarding the Escrow Fund, including the income, if any, earned therein and withdrawals of money therefrom, since the date of its establishment.

SECTION 16. RESIGNATION OR REMOVAL OF ESCROW AGENT. The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than 45 days' written notice to the District and mailing notice thereof, specifying the date when such resignation will take effect, to the holders of all Refunded Bonds then outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding or by the District as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be replaced at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by either the District or the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding. Such instrument shall provide for the appointment of a successor Escrow Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.
In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the District shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the District shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders. The District shall mail notice of any such appointment made by it at the times and in the manner described in the second paragraph of this Section 16.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the District pursuant to the foregoing provisions of this Section 16 within 45 days after written notice of resignation of the Escrow Agent has been given to the District, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall remit to the District the prorated portion of prepaid fees not yet incurred or payable, less any termination fees and expenses at the time of discharge, and shall have no further liability hereunder and the District shall, to the extent permitted by applicable law and without waiving any privileges or immunities afforded to the District under Florida law, indemnify and hold harmless Escrow Agent from any such liability, including costs or expenses incurred by Escrow Agent or its counsel.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any State, and shall have at the time of appointment capital and surplus of not less than $50,000,000 or trust assets under management of not less than $500,000,000.

Subject to the immediately succeeding paragraph hereof, every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the District an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any
further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the District, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder, except for the Escrow Agent's rights under Section 14 hereof; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the District be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the District.

Any corporation into which the Escrow Agent, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it shall be a party or any corporation to which the Escrow Agent or successor to it shall sell or transfer all or substantially all of its corporate trust business, shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 17. TERMINATION OF AGREEMENT. Except as provided in Section 14 hereof, this Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination and payment of all moneys set forth on Schedule A attached hereto, all moneys remaining in the Escrow Fund shall be released to the District.

SECTION 18. GOVERNING LAW. This Agreement shall be governed by the applicable laws of the State of Florida.

SECTION 19. SEVERABILITY. If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.
SECTION 20. COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 21. NOTICES. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

If to the Escrow Agent:

U.S. Bank National Association
225 E. Robinson Street, Suite 250
Orlando, Florida 32801
Attention: Corporate Trust Department

If to the District:

Harbor Bay Community Development District
c/o District Manager
Rizzetta & Company, Inc.
9428 Camden Field Parkway
Riverview, Florida 33578

Copy to District Counsel:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Michael Eckert, Esquire

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have made and executed this Escrow Deposit Agreement as of the date first written herein.

HARBOR BAY COMMUNITY
DEVELOPMENT DISTRICT

ATTEST:

__________________________
Secretary

By:__________________________
Chairman, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By:__________________________
Vice President
SCHEDULE A

DEBT SERVICE REQUIREMENTS FOR REFUNDED BONDS

(ATTACHED HERETO)
SCHEDULE B

NOTICE OF DEFEASANCE

Harbor Bay Community Development District
(Hillsborough County, Florida)
Capital Improvement Revenue Bonds, Series 2001A

<table>
<thead>
<tr>
<th>Series</th>
<th>Amount Refunded</th>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>CUSIP*</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001A</td>
<td>$2,705,000</td>
<td>7.00%</td>
<td>May 1, 2033</td>
<td>411466AA3</td>
</tr>
<tr>
<td>2002</td>
<td>8,595,000</td>
<td>6.75</td>
<td>May 1, 2034</td>
<td>411466AC9</td>
</tr>
</tbody>
</table>

NOTICE IS HEREBY GIVEN that that there has been deposited with U.S. Bank National Association, as Escrow Agent, cash which the District (as defined herein) has represented is sufficient to pay on [Redemption Date] (the "Redemption Date") the Redemption Price and interest due and to become due on the above captioned Bonds (collectively, the "Defeased Bonds") on or prior to the Redemption Date, pursuant to the terms and provisions of a certain Escrow Deposit Agreement dated as of [Closing Date] (the "Escrow Agreement"), by and among Harbor Bay Community Development District (the "District") and the Escrow Agent.

The Defeased Bonds will be called for optional redemption on the Redemption Date at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the Redemption Date.

The Defeased Bonds are deemed to have been paid within the meaning of Article XII of the Master Trust Indenture dated as of August 1, 2001, under which the Defeased Bonds were issued and are secured. This notice does not constitute a notice of redemption and no Bonds should be delivered to the District or its paying agents or the Escrow Agent as a result of this publication.

The Trustee for the Defeased Bonds will provide notice of redemption in accordance with the provisions of the Master Trust Indenture.

Dated: [Closing Date]  
U.S. BANK NATIONAL ASSOCIATION,  
Escrow Agent

* Neither the District nor the Trustee is responsible for the use of CUSIP numbers, nor is any representation made as to their correctness.
Tab 7
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Amount</th>
<th>Seawall Repair Status</th>
<th>Claim Status</th>
<th>District Engineer Inspection Status</th>
<th>Current Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welch</td>
<td>413 Islebay Dr.</td>
<td>N/A</td>
<td>Repaired</td>
<td>3/22/19 - resident sent intake form, needs to send insurance</td>
<td>4/19/19 - resident sent insurance</td>
<td>6/20/19 - Board denied upland claim</td>
</tr>
<tr>
<td>Oliszewski</td>
<td>5705 Sea Turtle Pl.</td>
<td>$59,165.00</td>
<td>Section I - Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel</td>
<td>12/28/17 - sent letter to resident to use new protocol</td>
<td>1/22/18 - resident sent intake form but no insurance</td>
</tr>
<tr>
<td>Nargi</td>
<td>5632 Skimmer Dr.</td>
<td>$21,285.00</td>
<td>Section I - Priority B</td>
<td>11/2/18 - resident sent intake form, needs to send insurance</td>
<td>11/12/18 - received insurance, needs to update intake form</td>
<td>3/18/19 - resident sent updated intake form</td>
</tr>
<tr>
<td>Williams</td>
<td>439 Mirabay Blvd.</td>
<td>$18,567.00</td>
<td>Section I - Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel</td>
<td>12/28/17 - sent letter to resident to use new protocol</td>
<td>1/23/18 - resident sent intake form but no insurance</td>
</tr>
<tr>
<td>Nicholson</td>
<td>432 Islebay Dr.</td>
<td>$11,150.00</td>
<td>Section I - Priority A</td>
<td>8/23/17 - requested homeowners’ insurance from resident, resident will not submit homeowners’ claim</td>
<td>10/12/17 - sent follow-up to resident for insurance policy</td>
<td>10/23/17 - sent additional request for insurance policy</td>
</tr>
<tr>
<td>Law</td>
<td>5720 Sea Turtle Pl.</td>
<td>$15,150.00</td>
<td>Emergency</td>
<td>11/15/17 - received intake form and insurance documents</td>
<td>2/8/18 - BOS approved settlement of $15,150</td>
<td>2/19/18 - sent settlement agreement to resident</td>
</tr>
<tr>
<td>Lilly</td>
<td>435 Mirabay Blvd.</td>
<td>$14,973.00</td>
<td>Section I - Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel</td>
<td>12/28/17 - sent letter to resident to use new protocol</td>
<td>2/2/18 - resident sent intake form, needs to send insurance</td>
</tr>
<tr>
<td>Warner</td>
<td>611 Islebay Dr.</td>
<td>$15,095.00</td>
<td>Section I - Priority B</td>
<td>2/19/18 - received intake form, requested insurance docs</td>
<td>3/6/18 - received insurance</td>
<td>3/12/18 - insurance incomplete, resident to send entire policy</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
</tr>
<tr>
<td>------------</td>
<td>------------------------</td>
<td>--------------</td>
<td>-----------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------------------------------</td>
<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>McKelligott</td>
<td>433 Mirabay Blvd.</td>
<td>$15,955.00</td>
<td>Section I - Priority B</td>
<td>5/8/17 - sent copy of protocol and contractor list to resident, have not received completed forms from resident 10/12/17 - sent intake form and protocol to the resident 1/29/18 - received intake form from resident, need insurance 2/19/18 - received insurance docs from resident 5/6/18 - engineer inspection report completed 7/19/18 - Board approved settlement offer 7/25/18 - sent settlement agreement to resident</td>
<td>5/6/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>O'Leary</td>
<td>450 Islebay Dr.</td>
<td>$11,625.00</td>
<td>Section I - Priority A</td>
<td>4/19/18 - resident sent intake form, but no insurance 5/11/18 - resident sent insurance docs 5/30/18 - engineer inspection report completed 7/19/18 - Board approved settlement offer 7/25/18 - sent settlement agreement to resident</td>
<td>5/30/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Kelly</td>
<td>511 Islebay Dr.</td>
<td>$23,600.00</td>
<td>Repaired</td>
<td>4/24/17 - revised settlement agreement sent to resident, have not received signed settlement agreement from resident 1/18/18 - BDS directed staff to rescind settlement agreement 1/18/19 - re-sent rescind letter to resident</td>
<td>N/A</td>
<td>Residential - received letter to rescind offer, waiting on response</td>
</tr>
<tr>
<td>Heinz</td>
<td>5731 Sea Turtle Pl.</td>
<td></td>
<td>Section I - Priority A</td>
<td>4/21/19 - resident sent intake form but no insurance 4/30/19 - resident sent insurance</td>
<td>6/17/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>McGuire</td>
<td>503 Mirabay Blvd.</td>
<td></td>
<td>Section I</td>
<td>6/4/19 - resident sent intake form but insufficient insurance 6/7/19 - resident sent insurance docs</td>
<td>District Engineer - inspection scheduled for 6/20/19</td>
<td>Residential - needs to submit insurance docs</td>
</tr>
<tr>
<td>Blauer</td>
<td>528 Islebay Dr.</td>
<td></td>
<td>Section I - Priority A</td>
<td>6/3/19 - resident sent intake form but insufficient insurance 6/11/19 - resident sent insurance docs</td>
<td>District Engineer - inspection scheduled for 6/20/19</td>
<td>Residential - needs to submit insurance docs</td>
</tr>
<tr>
<td>Lionet</td>
<td>5716 Tortoise Pl.</td>
<td></td>
<td>Repaired</td>
<td>6/14/19 - resident sent intake form but insufficient insurance 6/18/19 - resident sent insurance docs</td>
<td>District Engineer - inspection scheduled for 6/20/19</td>
<td>Residential - needs to submit insurance docs</td>
</tr>
<tr>
<td>Carley</td>
<td>446 Islebay Dr.</td>
<td></td>
<td>Section I - Priority A</td>
<td>7/1/19 - resident sent intake form, insurance, and photos</td>
<td>District Engineer - needs to schedule inspection</td>
<td>Residential - needs to submit insurance docs</td>
</tr>
<tr>
<td>Lacey</td>
<td>5626 Skimmer Dr.</td>
<td></td>
<td>Section I - Priority B</td>
<td>12/6/17 - sent intake form and protocol to resident 12/28/17 - sent request to resident for insurance docs</td>
<td>Resident - needs to submit insurance docs</td>
<td>Residential - needs to submit insurance docs</td>
</tr>
<tr>
<td>Owens</td>
<td>5717 Sea Trout Pl.</td>
<td></td>
<td>Repaired</td>
<td>8/21/17 - requested homeowners' insurance policy from resident 10/12/17 - sent follow-up to resident for insurance policy</td>
<td>Resident - needs to submit insurance docs</td>
<td>Residential - needs to submit insurance docs</td>
</tr>
<tr>
<td>Pullara</td>
<td>5621 Skimmer Dr.</td>
<td></td>
<td>Section I - Priority B</td>
<td>11/17/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol 8/27/18 - resident sent intake, needs to submit insurance</td>
<td>Resident - needs to submit insurance docs</td>
<td>Residential - needs to submit insurance docs</td>
</tr>
<tr>
<td>Parry</td>
<td>5617 Seagrass Pl.</td>
<td></td>
<td>Section I - Priority B</td>
<td>5/8/17 - sent copy of protocol and contractor list to resident, have not received completed forms from resident 10/12/17 - sent updated intake form and protocol to the resident</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td>Residential - needs to submit intake form and insurance docs</td>
</tr>
<tr>
<td>Kirbach</td>
<td>440 Islebay Dr.</td>
<td></td>
<td>Section I - Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td>Residential - needs to submit intake form and insurance docs</td>
</tr>
<tr>
<td>Jaehne</td>
<td>509 Islebay Dr.</td>
<td></td>
<td>Section I - Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td>Residential - needs to submit intake form and insurance docs</td>
</tr>
<tr>
<td>Baker</td>
<td>521 Islebay Dr.</td>
<td></td>
<td>Section I - Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td>Residential - needs to submit intake form and insurance docs</td>
</tr>
<tr>
<td>Hess</td>
<td>617 Balibay Rd.</td>
<td></td>
<td>Section II/III</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/18/17 - sent letter to resident to use new protocol</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td>Residential - needs to submit intake form and insurance docs</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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<tr>
<td>Weber</td>
<td>5628 Skimmer Dr.</td>
<td>$44,720.63</td>
<td>11/7/17 - sent previous intake form and documents to counsel</td>
<td>12/28/17 - sent letter to resident to use new protocol</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
</tr>
<tr>
<td>Preston</td>
<td>5704 Sea Trout Pl.</td>
<td></td>
<td>11/15/17 - sent intake form and protocol to resident</td>
<td></td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
</tr>
<tr>
<td>Cavin</td>
<td>601 Islebay Dr.</td>
<td></td>
<td>12/6/17 - sent intake form and protocol to resident</td>
<td></td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
</tr>
<tr>
<td>Norstrom</td>
<td>5711 Sea Trout Pl.</td>
<td>$44,720.63</td>
<td>3/20 - all completed, check mailed to resident</td>
<td>N/A</td>
<td>COMPLETED</td>
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<tr>
<td>Carter</td>
<td>513 Islebay Dr.</td>
<td>$23,600.00</td>
<td>3/20 - all completed, check mailed to resident</td>
<td>N/A</td>
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<td></td>
</tr>
<tr>
<td>Goldstone</td>
<td>5714 Tortoise Pl.</td>
<td>$10,000.00</td>
<td>10/5 - requested homeowners' insurance claim from resident,</td>
<td>10/12 - sent follow-up to resident for insurance policy</td>
<td>4/26 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>resident responded with issues, email forwarded to MPD Legal</td>
<td>10/16 - resident sent insurance documents</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>11/16 - BOS approved settlement of $10,000</td>
<td>11/21 - sent settlement agreement to resident</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>12/14 - settlement agreement signed</td>
<td>1/15 - all completed, check mailed to resident</td>
<td></td>
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</tr>
<tr>
<td>Henley</td>
<td>5713 Tortoise Pl.</td>
<td>$27,600.00</td>
<td>9/28 - claim approved, awaiting signed settlement form from resident,</td>
<td>10/10 - agreement signed, waiting on signed requisition</td>
<td>4/27 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>11/2 - all completed, check mailed to resident</td>
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</tr>
<tr>
<td>Kayat</td>
<td>5725 Sea Trout Pl.</td>
<td>$9,650.00</td>
<td>8/21 - requested homeowners’ insurance policy from resident</td>
<td>10/12 - sent another follow-up to resident for insurance policy</td>
<td>4/16 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>10/14 - resident sent insurance documents</td>
<td>11/16 - BOS approved settlement of $9,650</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>11/21 - sent settlement agreement to resident</td>
<td>12/14 - settlement agreement signed</td>
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<td></td>
<td></td>
<td></td>
<td>1/15 - all completed, check mailed to resident</td>
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<tr>
<td>Gibbons</td>
<td>5710 Sea Turtle Pl.</td>
<td>$30,867.00</td>
<td>8/21 - requested homeowners’ insurance claim from resident,</td>
<td>10/12 - sent follow-up to resident for insurance policy</td>
<td>11/6 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>resident provided homeowners’ insurance denial letter</td>
<td>10/14 - resident sent insurance documents</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>12/14 - settlement amount approved by the Board</td>
<td>1/3 - sent settlement agreement to resident</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>1/31 - settlement agreement signed</td>
<td>3/12 - all completed, check mailed to resident</td>
<td></td>
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<tr>
<td>Gao</td>
<td>5722 Tortoise Pl.</td>
<td>$10,750.00</td>
<td>8/21 - requested homeowners’ insurance policy from resident</td>
<td>10/12 - sent follow-up to resident for insurance policy</td>
<td>11/6 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>10/13 - resident sent insurance documents</td>
<td>10/14 - resident sent insurance documents</td>
<td></td>
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<td></td>
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<td></td>
<td>12/14 - settlement amount approved by the Board</td>
<td>1/3 - sent settlement agreement to resident</td>
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<td></td>
<td></td>
<td>1/18 - settlement agreement signed</td>
<td>2/16 - all completed, check mailed to resident</td>
<td></td>
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</tr>
<tr>
<td>Lawson</td>
<td>523 Islebay Dr.</td>
<td>$32,794.00</td>
<td>10/12 - sent intake form and protocol to resident</td>
<td>10/14 - resident sent insurance documents</td>
<td>11/6 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>12/14 - settlement amount approved by the Board</td>
<td>1/3 - sent settlement agreement to resident</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>1/23 - received incomplete settlement agreement</td>
<td>2/1 - settlement agreement fully executed</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>3/12 - all completed, check mailed to resident</td>
<td></td>
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<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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</tr>
</tbody>
</table>
| Taylor| 5713 Sea Trout Pl. | $11,150.00 | 10/30 - resident sent intake form and insurance documents  
1/18 - settlement amount approved by the Board  
1/23 - sent settlement agreement to the resident  
1/28 - settlement agreement fully executed  
3/23 - requisition signed  
3/29 - all completed, check mailed to resident | 12/5 - inspection report completed           | COMPLETED                                   |
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Amount</th>
<th>Seawall Repair Status</th>
<th>Claim Status</th>
<th>District Engineer Inspection Status</th>
<th>Current Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheikh</td>
<td>5727 Sea Turtle Pl.</td>
<td>$10,600.00</td>
<td>10/23 - sent intake form and protocol to resident</td>
<td>11/7 - resident sent intake form but did not submit the complete</td>
<td>12/5 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>11/17 - resident sent insurance documents</td>
<td>settlement amount approved by the Board</td>
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<td></td>
<td></td>
<td></td>
<td>1/23 - sent settlement agreement to resident</td>
<td>3/15 - settlement agreement fully executed</td>
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<td></td>
<td></td>
<td></td>
<td>3/29 - requisition signed</td>
<td>4/4 - all completed, check mailed to resident</td>
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<tr>
<td>Diana</td>
<td>527 Islebay Dr.</td>
<td>$49,835.00</td>
<td>8/21 - requested homeowners' insurance policy from resident</td>
<td>10/12 - sent follow-up to resident for insurance policy</td>
<td>12/5 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>10/23 - sent additional request to resident for insurance policy</td>
<td>1/18 - settlement amount approved by the Board</td>
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<td></td>
<td></td>
<td></td>
<td>1/23 - sent settlement agreement to resident</td>
<td>3/26 - settlement agreement fully executed</td>
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<td></td>
<td>4/27 - all completed, check mailed to resident</td>
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<tr>
<td>Gao</td>
<td>526 Islebay Dr.</td>
<td>$12,000.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
<td>12/28 - sent intake form and insurance docs to counsel</td>
<td>1/10 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>12/14 - settlement amount approved by the Board</td>
<td>3/15 - Board approved settlement amount of $12,000</td>
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<td>3/22 - sent settlement agreement to resident</td>
<td>4/16 - settlement agreement fully executed</td>
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<td>5/10 - requisition signed</td>
<td>5/16 - all completed, check mailed to resident</td>
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</tr>
<tr>
<td>Bennett</td>
<td>5611 Skimmer Dr.</td>
<td>$52,398.00</td>
<td>10/12 - received intake form and proposals from resident,</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>requested insurance documents from resident</td>
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<td></td>
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<td></td>
<td>10/13 - resident sent insurance documents</td>
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<td>12/14 - settlement amount approved by the Board</td>
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<td>1/3 - sent settlement agreement to resident</td>
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<td></td>
<td>3/15 - Board approved new settlement amount of $52,398</td>
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<tr>
<td>Woodard</td>
<td>517 Islebay Dr.</td>
<td>$12,500.00</td>
<td>8/22 - requested homeowners' insurance claim from resident,</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>resident will not submit homeowners' claim</td>
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<td></td>
<td>10/12 - sent follow-up to resident for insurance policy</td>
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<td>10/20 - resident sent insurance documents</td>
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<td>12/14 - settlement amount approved by the Board</td>
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<td>1/3 - sent settlement agreement to resident</td>
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<tr>
<td>Krumme</td>
<td>5624 Skimmer Dr.</td>
<td>$13,250.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
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<td></td>
<td>12/28 - sent letter to resident to use new protocol</td>
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<td>1/23 - resident sent photos but no intake form or insurance</td>
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<td>1/28 - resident sent intake form but no insurance docs</td>
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<td>2/5 - resident sent insurance docs</td>
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<td>2/22 - engineer inspection completed</td>
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<td>3/27 - engineer inspection report completed</td>
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<td>5/17 - settlement amount approved by the Board</td>
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<td>5/21 - settlement agreement sent to resident</td>
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<td>6/18 - settlement agreement fully executed</td>
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<td></td>
<td></td>
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<td>6/21 - requisition signed</td>
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<td></td>
<td>6/26 - all completed, check mailed to resident</td>
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</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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</tr>
<tr>
<td>Bufkin</td>
<td>525 Islebay Dr.</td>
<td>$16,360.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
<td>3/28 - sent letter to resident to use new protocol</td>
<td>3/27 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2/20 - resident sent intake form and insurance</td>
<td>2/27 - engineer inspection completed</td>
<td></td>
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<td></td>
<td></td>
<td>2/27 - engineer inspection report completed</td>
<td>5/17 - settlement amount approved by the Board</td>
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<td></td>
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<td>5/21 - settlement agreement sent to resident</td>
<td>6/18 - settlement agreement fully executed</td>
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<td></td>
<td></td>
<td>6/21 - requisition signed</td>
<td>6/26 - all completed, check mailed to resident</td>
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<tr>
<td>Hodgskin</td>
<td>5710 Tortoise Pl.</td>
<td>$12,325.00</td>
<td>2/19 - received intake form, requested insurance docs</td>
<td>3/6 - received insurance</td>
<td>4/30 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3/12 - insurance docs insufficient, resident to send entire policy</td>
<td>3/22 - resident re-sent full insurance policy</td>
<td></td>
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<td></td>
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<td>4/30 - engineer inspection report completed</td>
<td>6/21 - Board approved settlement offer</td>
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<td></td>
<td>7/12 - settlement agreement fully executed</td>
<td>7/26 - all completed, check mailed to resident</td>
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<tr>
<td>Smolenski</td>
<td>539 Islebay Dr.</td>
<td>$12,325.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
<td>12/28 - sent letter to resident to use new protocol</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1/17 - resident sent intake form, DM requested insurance</td>
<td>3/28 - resident sent insurance docs</td>
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<td></td>
<td></td>
<td></td>
<td>3/22 - resident re-sent full insurance policy</td>
<td>5/6 - engineer inspection report completed</td>
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<td></td>
<td>6/21 - Board approved settlement offer</td>
<td>7/12 - settlement agreement fully executed</td>
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<tr>
<td>Constantinou</td>
<td>5724 Sea Trout Pl.</td>
<td>$11,375.00</td>
<td>3/21 - sent intake form and protocol to resident</td>
<td>3/27 - resident sent intake form and photos, but no insurance</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3/30 - resident sent insurance docs</td>
<td>3/60 - resident sent insurance docs</td>
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<td>6/21 - Board approved settlement offer</td>
<td>6/22 - all completed, check mailed to resident</td>
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<td>8/23 - all completed, check mailed to resident</td>
<td>8/23 - all completed, check mailed to resident</td>
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<tr>
<td>Stumpf</td>
<td>609 Islebay Dr.</td>
<td>$15,095.00</td>
<td>3/29 - resident sent intake form and insurance docs</td>
<td>5/6 - engineer inspection report completed</td>
<td>5/6 - inspection report completed</td>
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<td></td>
<td>6/21 - Board approved settlement offer</td>
<td>6/28 - sent settlement agreement to resident</td>
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<td></td>
<td></td>
<td>8/23 - all completed, check mailed to resident</td>
<td>8/23 - all completed, check mailed to resident</td>
<td></td>
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<tr>
<td>Rybak</td>
<td>430 Islebay Dr.</td>
<td>$16,500.00</td>
<td>8/21 - requested homeowners’ insurance claim from resident</td>
<td>10/4 - followed up with resident for insurance information</td>
<td>4/20 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>10/12 - sent another follow-up to resident for insurance policy</td>
<td>10/24 - resident sent incomplete insurance documents</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>11/21 - received insurance documents from resident</td>
<td>2/8 - BOS approved settlement of $16,500</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>3/6 - sent settlement agreement to resident</td>
<td>5/31 - sent updated settlement agreement to resident</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7/27 - settlement agreement fully executed</td>
<td>8/23 - all completed, check mailed to resident</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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<tr>
<td>O'Connell</td>
<td>5719 Sea Turtle Pl.</td>
<td>$13,575.00</td>
<td>2/19 - received intake form, requested insurance docs</td>
<td>3/22 - resident sent insufficient insurance docs 3/23 - resident sent full insurance policy 5/6 - engineer inspection report completed 7/19 - Board approved settlement offer 7/25 - sent settlement agreement to resident 7/31 - settlement agreement fully executed 8/22 - all completed, check mailed to resident</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Collins</td>
<td>417 Mirabay Blvd.</td>
<td>$20,393.00</td>
<td>11/7 - sent previous intake form and documents to counsel 12/28 - sent letter to resident to use new protocol 2/19 - received intake form but no insurance 3/7 - sent insurance policy to upland counsel 4/30 - engineer inspection report completed 6/21 - Board approved settlement offer 6/28 - sent settlement agreement to resident 8/15 - settlement agreement fully executed 8/30 - all completed, check mailed to resident</td>
<td>4/30 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Cyhaniuk</td>
<td>5701 Tortoise Pl.</td>
<td>$20,075.00</td>
<td>Section I - Priority A 3/2/18 - received intake form and insurance docs 3/12/18 - insurance incomplete, resident to send entire policy 3/15/18 - received full policy and photos from resident 4/30/18 - engineer inspection report completed 7/19/18 - Board approved settlement offer 7/25/18 - sent settlement agreement to resident 9/5/18 - settlement agreement fully executed 9/25/18 - all completed, check mailed to resident</td>
<td>4/30/18 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Shanberg</td>
<td>5715 Sea Trout Pl.</td>
<td>$16,846.00</td>
<td>Repaired 5/3/18 - resident sent intake form, but no insurance 5/7/18 - resident sent insurance and photos 5/30/18 - engineer inspection report completed 7/19/18 - Board approved settlement offer 7/25/18 - sent settlement agreement to resident 9/5/18 - settlement agreement fully executed 9/25/18 - all completed, check mailed to resident</td>
<td>5/30/18 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Sardino</td>
<td>5608 Skimmer Dr.</td>
<td>$12,325.00</td>
<td>Repaired 6/7/18 - resident submitted intake form but insurance documentation was insufficient 6/13/18 - resident sent insurance docs 7/2/18 - engineer inspection report completed 8/16/18 - Board approved settlement offer 8/20/18 - sent settlement agreement to resident 9/21/18 - settlement agreement fully executed 10/10/18 - all completed, check mailed to resident</td>
<td>7/2/18 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Smith</td>
<td>429 Mirabay Blvd.</td>
<td>$21,104.00</td>
<td>Section I - Priority B 7/25/18 - resident sent intake form but no insurance docs 8/14/18 - resident sent insurance docs 11/15/18 - Board approved settlement offer 11/20/18 - settlement agreement sent to resident 12/18/18 - settlement agreement fully executed 1/11/19 - all completed, check mailed to resident</td>
<td>10/1/18 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Cirillo</td>
<td>501 Mirabay Blvd.</td>
<td>$18,199.00</td>
<td>Section I - Priority B 7/12/18 - resident submitted intake form 7/25/18 - resident submitted insurance docs 10/18/18 - settlement amount approved by the Board 10/23/18 - sent settlement agreement to resident 12/18/18 - settlement agreement fully executed 1/11/19 - all completed, check mailed to resident</td>
<td>10/1/18 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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<tr>
<td>Miller</td>
<td>5705 Tortoise Pl.</td>
<td>$19,021.00</td>
<td>Repaired</td>
<td>7/31/18 - resident sent intake form but incomplete insurance 8/1/18 - resident sent full insurance policy 10/18/18 - settlement amount approved by the Board 10/23/18 - sent settlement agreement to resident 1/19/19 - settlement agreement fully executed 1/28/19 - all completed, check mailed to resident</td>
<td>10/1/18 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Lamardo</td>
<td>5703 Tortoise Pl.</td>
<td>$52,819.00</td>
<td>Repaired</td>
<td>5/25/18 - resident submitted intake form and insurance 7/2/18 - engineer inspection report completed 8/16/18 - Board approved settlement offer 8/20/18 - resident to confirm ownership of property 8/27/18 - sent settlement agreement to resident 11/15/18 - Board approved new settlement offer 11/20/18 - sent new settlement agreement to resident 1/11/19 - settlement agreement fully executed 1/28/19 - all completed, check mailed to resident</td>
<td>7/2/18 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Vickers</td>
<td>415 Islebay Dr.</td>
<td>$57,834.00</td>
<td>Repaired</td>
<td>10/12/17 - received intake form from resident, requested proposals and insurance documents from resident 6/14/18 - resident sent incomplete insurance policy 7/31/18 - resident sent full insurance policy 11/15/18 - Board approved settlement offer 11/20/18 - sent settlement agreement to resident 1/13/19 - settlement agreement fully executed 1/18/19 - all completed, check mailed to resident</td>
<td>10/1/18 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Keener</td>
<td>5723 Tortoise Pl.</td>
<td>$25,814.00</td>
<td>Repaired</td>
<td>4/13/18 - sent intake form and protocol to resident 4/16/18 - resident sent intake form but no insurance docs 9/17/18 - resident sent incomplete insurance docs 9/20/18 - resident sent full insurance policy 1/17/19 - Board approved settlement offer 1/28/19 - settlement agreement sent to resident 2/6/19 - settlement agreement fully executed 2/13/19 - requisition signed 2/14/19 - all completed, check mailed to resident</td>
<td>10/12/18 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Lane</td>
<td>5711 Tortoise Pl.</td>
<td>$0.00</td>
<td>Emergency</td>
<td>11/18/18 - resident sent intake form, needs to send insurance 12/14/18 - resident sent insurance docs 2/6/19 - engineer inspection report completed 2/21/19 - Board approved no settlement amount</td>
<td>2/6/19 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Seibert</td>
<td>5725 Sea Turtle Pl.</td>
<td>$14,853.00</td>
<td>Repaired</td>
<td>9/5/18 - resident sent intake form but no insurance docs 10/16/18 - resident sent incomplete insurance docs 10/18/18 - resident sent complete insurance docs 11/16/18 - engineer's report completed 11/17/19 - Board approved settlement offer 1/28/19 - settlement agreement sent to resident 3/12/19 - settlement agreement fully executed 3/26/19 - all completed, check mailed to resident</td>
<td>11/16/18 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Whetzel</td>
<td>5614 Skimmer Dr.</td>
<td>$15,825.00</td>
<td>Section I - Priority A</td>
<td>1/9/19 - resident sent intake form and insurance 2/6/19 - engineer inspection report completed 3/22/19 - settlement amount approved 3/26/19 - settlement agreement sent to resident 4/27/19 - settlement agreement fully executed 4/24/19 - all completed, check mailed to resident</td>
<td>2/6/19 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Winegrad</td>
<td>5616 Skimmer Dr.</td>
<td>$22,895.00</td>
<td>Section I - Priority A</td>
<td>12/18/18 - resident sent intake form but no insurance docs 1/9/19 - resident sent insurance docs 2/6/19 - engineer inspection report completed 3/22/19 - settlement amount approved 3/26/19 - settlement agreement sent to resident 4/5/19 - settlement agreement fully executed 4/24/19 - all completed, check mailed to resident</td>
<td>2/6/19 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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<tr>
<td>White</td>
<td>5610 Skimmer Dr.</td>
<td>$15,525.00</td>
<td>Repaired</td>
<td>1/23/19 - resident sent intake form, needs to send insurance</td>
<td>3/8/19 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>1/29/19 - resident sent insurance and photos</td>
<td>4/18/19 - Board approved settlement amount</td>
<td></td>
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<td>4/25/19 - settlement agreement sent to resident</td>
<td>6/4/19 - settlement agreement fully executed</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td>6/14/19 - all completed, check mailed to resident</td>
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</tbody>
</table>

**TOTAL PAID** $782,797.63  
**TOTAL UNPAID** $206,565.00  
**GRAND TOTAL** $989,362.63
Tab 8
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
PROCEDURE FOR PROCESSING PROPERTY DAMAGE REPAIR REQUESTS

This document represents the process property owners shall follow when submitting requests for repairs to the Harbor Bay Community Development District ("CDD") regarding property they believe has been adversely affected by the seawall located along the Mira Bay canal system. Owners believing their property damage is a result of the compromised seawall adjacent to their property, and wishing to make a request to the CDD for its financial participation in some portion of the repair of their property, shall follow the process this Property Damage Repair Request Protocol ("Protocol") establishes. The CDD will make a copy of this Protocol, along with the other documents referenced in this Protocol (Repair Request Form, Easement Repair Work Guidelines, etc.) available on its website, http://harborbaycdd.org/projects/upland-claims/.

1) **Deadline to Request Upland Repair Contribution.** Property owners are responsible for promptly notifying the CDD of the damage to property they believe has been caused by the canal seawall. Property owners must complete and submit the Repair Request Form and supporting documentation by the earlier of: 1) within 30 days of first becoming aware of the damage they believe has been caused by the seawall, or: 2) September 30, 2019. The CDD reserves the right to deny any claim not submitted prior to September 30, 2019 or within 30 days of discovery of the damage believed to be caused by the seawall. The CDD further reserves the right to deny any claim for damage to property in which the property owner either purchased or built their home on or after February 2, 2018.

   The CDD shall not render any opinions as to when said repairs are to be made. Property owners should make their own determinations regarding the timing and the need for repair of upland damages. In those circumstances where property owners wish to proceed with upland repairs before the adjacent seawall stabilization project has been completed, and are willing to waive any future damages associated with the completion of the stabilization project, then the CDD Board of Supervisors ("Board") will consider approving a financial settlement in advance of the completion of the seawall stabilization project, once the Repair Request Form and other required documentation have been received and processed in accordance with this Protocol.

2) **Repair Request Form.** The CDD will make available to the property owners on its website an intake form entitled, “Harbor Bay Community Development District Property Damage Repair Request Form” ("Repair Request Form" found at http://harborbaycdd.org/projects/upland-claims). Property owners shall complete and submit the Repair Request Form to the CDD along with the required additional documentation (specified below) and any additional information the property owner believes might be helpful to the CDD’s investigation. Property owners shall submit the Repair Request Form
and additional documentation to the District Manager. ¹ Per Paragraph 1, above, property owners are responsible for the prompt submission of the Repair Request Form.

a) In addition to the Repair Request Form, property owners shall submit the following documentation:

i. a copy of the property owner’s homeowners insurance policies in effect at the time the property owner first identified the property needing repair.

1. If Repair Counsel determines, upon a review of the property owner’s insurance policy(ies), that insurance coverage may be available, then the property owner must file a claim with his/her insurer. The District will not consider the property owner’s claim until the property owner has submitted to the District documentation regarding the disposition of that claim from his/her insurer.

2. This requirement mentioned in Paragraph 2(a)(i)(1), above, is not applicable to property owners that made an upland repair claim with the District on or before June 1, 2017.

ii. photos of the property needing repair.

b) The CDD has developed a list of contractors that are registered with the CDD to perform work within the CDD’s easement area. Property owners are not limited to the contractors on the CDD’s list; however, any contractor selected to work within the CDD’s easement must be approved by and registered with the CDD before performing any work within the CDD’s easement. For a list of the registered contractors, please consult the CDD’s website, http://harborbaycdd.org/projects/upland-claims/, or contact the Club Director.

3) Completion of Repair Request Form. Once the property owner submits the Repair Request Form and supporting documentation, the District Manager will acknowledge receipt and completeness of the documentation. The District Manager shall provide an acknowledgement of the completed Repair Request Form to the property owner within 7 days of the District Manager’s receipt of a completed Repair Request Form. If necessary, the District Manager will inform the property owner of additional information and/or documentation needed within 7 days of the District Manager’s receipt of an

¹ Currently the District Manager is Joseph Roethke, Rizzetta & Company, 9428 Camden Field Parkway, Riverview, FL 33578 (jroethke@rizzetta.com).
incomplete Repair Request Form. If the property owner fails to provide the additional information and/or documented within 28 days of the District Manager's request, the property owner’s Repair Request shall be deemed denied.

4) **Inspection.** Upon receipt of a complete Repair Request Form and accompanying documentation, the District Manager will schedule a physical inspection of the property to take place within the lesser of 90 days after the original claim submission or within 30 days after the District has received at least 3 unsettled claim submissions. In most instances, the CDD will only conduct one inspection at each property location, although the CDD reserves the right to conduct more than one inspection if necessary.

With the CDD’s approval, special counsel, retained to assist with the implementation of this Protocol (“Repair Counsel”), will retain engineering and/or other technical support (“Repair Engineer”) to conduct inspections with respect to the property owner’s requested upland repair. Within the timeframe established above, the Repair Engineer, and, if necessary, Repair Counsel, shall meet at the property for the purpose of investigating the property owner’s request. The property owner has the option to be present for this site visit.

5) **Report.** Within 45 days of the inspection, at the Repair Counsel’s express direction, the Repair Engineer shall prepare and submit a report (“Repair Report”) to Repair Counsel. The Repair Report shall describe and analyze the relevant information, and determine whether any damage resulted from the seawall located along the Mira Bay canal system.

If the Repair Report determines that the property owner's property has been adversely affected by the seawall located along the Mira Bay canal system, the CDD, through Repair Counsel, shall retain an independent third party, (i.e. contractor, design professional, and/or adjustor) to advise the Board regarding an appropriate settlement amount for the damage repair. The independent third party shall visit the property and provide its estimate to Repair Counsel within 30 days of Repair Counsel’s receipt of the Repair Report.

6) **Board Determination.** At least 7 days prior to the next scheduled meeting, Repair Counsel will advise the Board of the Repair Report’s conclusions and the independent third party’s repair estimate. The Board will consider those conclusions and estimates at the next available meeting, as agendas allow, and, provided the next meeting is at least 7 days after the Board members have been advised of the conclusions and estimates, the Board will determine whether to:

   a) enter into a settlement agreement with the property owner relating to the requested repairs and determine the amount of the CDD’s financial contribution to the repair work (“Settlement Agreement”);

   b) decline to enter a settlement agreement with the property owner and take no further action regarding the property owner’s claim;
c) direct additional investigation into the repair request; or

d) take any such other action as may be appropriate under the circumstances and in the best interests of the CDD.

7) **Implementation.** The District Manager shall notify the property owner who made the repair request within 7 days of the Board’s decision. In the event that the Board determines a repair is warranted, and before the CDD provides any funding, the property owner and the CDD shall enter into a Settlement Agreement establishing the rights and responsibilities of the property owner and the CDD in connection with that work. The CDD’s obligation to financially participate in any repairs is strictly conditioned upon the CDD and the property owner entering into a written Settlement Agreement. At a minimum, the Settlement Agreement shall:

a) specify the amount and timing of the CDD’s financial contribution;

b) require the property owner to execute a release of liability associated with the seawall, any upland damages, and any future damages related to any repairs the property owner undertakes as to the upland damages;

c) require the property owner to assign and/or subrogate to the CDD any applicable warranties and/or homeowner’s insurance policy rights to the extent of the CDD’s financial contribution of the repairs; and

d) the property owner(s) shall represent and warrant that they did not cause, contribute, and/or exacerbate any of the upland damage for which they are seeking the CDD’s financial contribution to repair; that they have not been a party to, nor are they currently a party to, litigation against the CDD regarding the seawall adjacent to their property; and that they have not contributed financially to any person and/or entity currently in litigation against the CDD regarding the seawall.

The CDD will make payment to the property owner within 30 days of the execution of the Settlement Agreement and in accordance with the terms of the Settlement Agreement. All work performed shall be engaged and performed under the direction of the property owner.

The District Engineer, in conjunction with outside engineers, has provided guidelines on how work within the CDD’s easement must be conducted. Property owners can find these guidelines on the CDD’s website (http://www.harborbaycdd.org/projects/upland-claims), and property owners should
provide these guidelines to the contractors before obtaining estimates as the guidelines regarding work within the easement may impact a contractor’s pricing.

8) **Work in the Easement.** To the extent that the repair work will be performed within the CDD’s easement, the CDD shall have the right to inspect the work. Prior to the inspection, the following information should be forwarded to the District Manager:

a) plans and related specifications outlining the completed repairs signed and sealed by an Engineer licensed in the State of Florida;

b) a letter from the property owner’s Engineer of Record certifying the repairs were completed per the plans and specifications; and

c) invoices outlining work completed.

Except to the extent that the work interferes with the easement rights of the CDD, the CDD shall not make any determinations as to the scope or the performance of the work. The CDD makes no representations or warranties, including but not limited to warranties of fitness or merchantability, regarding any repair work performed pursuant to this Protocol whether located in the easement or otherwise.
## Summary of action items and associated timeframes:

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Download and complete Repair Request Form. Submit insurance policy.</td>
<td>Property Owner</td>
<td>By September 30, 2019 or within 30 days of first becoming aware of damage.</td>
</tr>
<tr>
<td>Acknowledge completed Repair Request Form</td>
<td>District Manager</td>
<td>7 Days from receipt of Form</td>
</tr>
<tr>
<td>Notify owner of incomplete Repair Request Form</td>
<td>District Manager</td>
<td>7 Days from receipt of Form</td>
</tr>
<tr>
<td>Review repair request and schedule inspection</td>
<td>District Manager &amp; District Engineer</td>
<td>Lessor of 90 days after claim submission or 30 days after District receives 3 unsettled claims</td>
</tr>
<tr>
<td>Issue a Repair report</td>
<td>Repair Engineer &amp; Repair Counsel</td>
<td>45 Days after the Inspection</td>
</tr>
<tr>
<td>Independent Third Party visits property and provides repair estimate</td>
<td>Repair Counsel &amp; Independent Third Party</td>
<td>30 Days after receipt of the Repair Report</td>
</tr>
<tr>
<td>CDD Board review and final determination</td>
<td>CDD Board</td>
<td>Next available CDD meeting (provided it is at least 7 days after the Board receives the conclusions and repair estimates reached from Repair Counsel)</td>
</tr>
<tr>
<td>Notify property owner of decision</td>
<td>District Manager</td>
<td>7 Days after Board’s decision</td>
</tr>
<tr>
<td>Settlement Agreement provided, reviewed, and accepted by CDD and property owner.</td>
<td>District Manager</td>
<td>Owner’s discretion</td>
</tr>
<tr>
<td>Applicable reimbursement payment issued by check to property owner</td>
<td>District Manager</td>
<td>Within 30 days of execution of Settlement Agreement</td>
</tr>
<tr>
<td>Work commences and completes</td>
<td>Property Owner</td>
<td>Owner’s discretion</td>
</tr>
<tr>
<td>Submit documents (plans &amp; specifications, engineer’s certification and invoices) to the District Manager</td>
<td>Property Owner</td>
<td>Owner’s discretion</td>
</tr>
<tr>
<td>Final CDD Inspection of work done in CDD easement and sign-off</td>
<td>District Engineer &amp; Repair Engineer</td>
<td>10 Business Days</td>
</tr>
</tbody>
</table>
Tab 9
Via U.S. Mail To:
All property owners adjacent to the canal system

Re: Notice of Final Deadline to Submit Upland Repair Claims

Dear Property Owner:

The purpose of this letter is to notify all property owners adjacent to the canal that believe they have incurred property damage as a result of the compromised seawall, but that have not yet submitted a Repair Request Form, that they must submit a Repair Request Form and supporting documentation by September 30, 2019. Harbor Bay Community Development District ("District") reserves the right to deny any claim not submitted by September 30, 2019.

Property owners believing their property damage is a result of the compromised seawall adjacent to their property, and wishing to make a request to the District for its financial participation in some portion of the repair of their property, must follow the process set forth in the District’s Property Damage Repair Request Protocol ("Protocol"). The Protocol and the Repair Request Form are available on the District’s website, https://harborbaycdd.org/projects/upland-claims/.

Sincerely,

Joe Roethke
District Manager

cc: Board of Supervisors
Uplands Repair Counsel
Tab 10
TO: Board of Supervisors ("Board")  
Harbor Bay Community Development District ("District")

FROM: Harbor Bay Club Director

DATE: July 18, 2019

RE: Shrubbery Maintenance/Replacement Priorities

**Issue:**

Shrubbery Maintenance/Replacement Priorities

Mira Bay is recognized as a premier waterfront resort community in the South Shore region and maintaining an immaculate appearance in landscaping is critical for attracting new residents and keeping current ones. When developing a plan to prioritize shrubbery maintenance and replacement, the safety of our residents is, and will always be, top priority. Maintaining high landscaping standards and the upscale appeal and appearance of our community is also a critical priority. Below are initial thoughts on the prioritization for the maintenance and replacement of shrubbery. As steps are defined and developed to maintain the standards of being a premier waterfront resort community, priorities may be adjusted.

Priority 1 – Mirabay Community Entrance Areas (includes Mirabay Blvd, Manns Harbor Drive, Clubhouse, Pool, Tennis Court, Gate Houses, Bridges, Lakes).

Priority 2 – Standardized appearance and maintenance of all monuments.  Maintenance and replacement of shrubs and trees at all islands within the community.

Priority 3 – Shrubbery maintenance/replacement in parks and CDD common areas (areas not included in Priority 1 and 2).

**Clubhouse Entrance Area**

The trinette bushes located in front of the entrance of the clubhouse and the adjacent island limit visibility of vehicles, bicyclists and pedestrians entering/exiting this area. The limited visibility poses a safety concern and should be mitigated immediately. These bushes are very mature and an extreme pruning is not recommended. Recommend replacement of all shrubs with heights no taller than two feet. **The cost for this project is $6,000.**

Of note, the trinette bushes located at the entrance/exit of the Welcome Center parking lot belong to Park Square and replacement of those shrubs is not included in the cost estimate. Park Square will be notified that these shrubs are a safety concern.
Clubhouse Entrance Area

Clubhouse Entrance Island on Manns Harbor
Shrubs at exit of Welcome Center. These shrubs are on Park Square property.

Tennis Court Entrance & New Drain is South Court

The entrance areas to the tennis courts are in desperate need of attention and need shrubs. In addition, the drainage system in the south tennis court needs to be replaced/repaired. **The cost for shrubs and the drainage system is $4,000.**
Tennis Court Entrance

South Tennis Court
Mira Bay Monuments

Within Mira Bay, twelve monuments provide a sense of community in our neighborhoods. Six monuments are simply surrounded by grass and six are surrounded by shrubbery of various types, size and height. The shrubbery in the latter monuments are generally overgrown and require pruning and/or replacement. **The estimated cost for this project will be provided when obtained.**
Tab 11
May 9, 2019

MiraBay CDD
200 MiraBay Blvd
Apollo Beach, FL 33572

Re: Proposal for MiraBay CDD – Community Enhancement

Dear Mr. Toborg:

Capital Land Management is pleased to provide a proposal for our Envisioning Package for MiraBay CDD. Scope of services shall be limited to areas shown in Exhibit “A” last page. Our services shall consist of a graphics package to better assist in conveying the design intent. Please see our list of services for a further breakdown of the tasks that will be performed.

Thank you in advance, for the opportunity to work on your project.

Sincerely,

Stanley Hinde
Project Manager
Design-Build Division
**Project Information:**
- Scope of Services and Fees are based on one complete set of documents for Hardscape and Landscape improvements for the completed project. If the Client revises the pre-defined site program or site plan, fees will be adjusted accordingly.
- The project is being designed to meet and/or exceed approved Code Minimum Landscape Plans and shall be in addition to the Code required landscape in order to satisfy the landscape design standards. Any revisions to the site plan after Landscape Plan production may require a plan amendment, and is not included in this proposal.
- Should environmental permitting be required, the client is responsible for permitting and mitigation.
- No Surveying, layout, and/or staking is included in this proposal.

**Services:**

**A. Envisioning Package:**
Capital Land Management will provide an 11”x17” book representative of the overall community design and theme for final approval prior to commencement of construction plans. A custom Envisioning Package may include, but not be limited to: Rendered landscape concepts, Material Options, Conceptual Plant list with photo representation and any additional marketing material deemed necessary by Capital Land Management to properly convey the overall design intent.

**B. Reimbursable Expenses:**
Expenses for reproduction services, overnight delivery & courier fees shall be billed as noted.

**FEE STRUCTURE:**

<table>
<thead>
<tr>
<th>ITEM:</th>
<th>SERVICE:</th>
<th>STRUCTURE:</th>
<th>FEE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Envisioning Package</td>
<td>Fixed</td>
<td>$5,000</td>
</tr>
<tr>
<td>B.</td>
<td>Reimbursable Expenses (Cost +10%)</td>
<td>Estimate</td>
<td>$250</td>
</tr>
</tbody>
</table>
Payment Terms:

**FEE CREDIT** – Upon installation of landscape by Capital Land Management for the above referenced design, Capital Land Management will provide a credit for the Envisioning Package in the sum of $5,000. Credit will be applied towards material and installation fees.

**DUE** – Fees for work are due and payable at the immediate conclusion of the proposed work and in no event later than 30 days from invoice date. Failure to comply with these payment terms will constitute a breach of contract and Capital Land Management may, at its discretion, pursue any appropriate remedy to recover all or any deficits remaining of the above mentioned fees and other sums, plus interest calculated at 18% annum.

We would like to thank you for the opportunity to quote this project. If you have any questions please call us.

Kindest Regards,

*Stanley Hinde*

Stanley Hinde
Capital Land Management Corp.

By signing this agreement in the space provided below, Client and Capital Land Management hereby represents and warrants to the other that it has full power and authority to enter the terms of this agreement and this agreement is legally binding obligation of Client and Contractor, as applicable.

**Capital Land Management**

By: ______________________
Name: ____________________
Date: _____________________

**MiraBay CDD**

By: ______________________
Name: ____________________
Title: ____________________
Date: _____________________
EXHIBIT “A” (Limits of Work)
Tab 12
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Rationale</th>
<th>Staff Rank</th>
<th>Supervisor Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pickle ball courts – Option 1 or 2</td>
<td>o Pickle ball has become very popular within this community with 60+ plus members. If we invested in these courts, both pickle ball and basketball players could freely use their dedicated courts. We could host leagues and tournaments that could potentially generate revenue in the future.</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Dockers expansion</td>
<td>o In need of expansion to safely house current programs. Not only do these current programs generate revenue, we believe an expansion would open up more revenue streams for us through rentals and other events.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Conversion of Outfitters to a Tiki Bar</td>
<td>o Outfitters is a beautiful amenity that is underused. We believe we can take advantage of its location by converting it into a tiki bar while maintaining its purpose for kayak and canoe rentals. This operation has the potential to generate serious revenue.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Maintenance shed</td>
<td>o Would provide capability to perform various maintenance tasks indoors (increase productivity and safety). Storage for work bench, tools, supplies, ladders, golf cart, etc. Size of the shed would be 30x40 and could be an addition to the current location at the Clubhouse. A 30x40 independent structure would work if an appropriate location is identified.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Community landscaping</td>
<td>o Mira Bay is recognized as a premier waterfront resort community in the South Shore region and maintaining an immaculate appearance in landscaping is critical for attracting new residents and keeping current ones.</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>
Tab 13
To Supervisors and Staff  
From Paul Curley  
Subject ADA website compliance; Supervisor/Staff data library  

**Background**  
For every page added to the District’s website, the District pays $1.90 to conform with ADA regulations; therefore, the District needs to balance the incremental costs of adding information to our website against greater Staff/Board efficiency or enhanced resident communication.

To make informed decisions, Supervisors need detailed information; therefore, it would be useful to have a separate repository of information needed by Staff and Supervisors.

**Proposed motions**  
Direct Staff to build a District website that conforms to statutory requirements and includes the information outlined below.

Direct Staff to build a data library that includes the information outlined below and can be accessed only by Supervisors and Staff.

**Next Steps**  
Staff should review the proposed structure of the website and data library as well as associated costs at the next CDD meeting.

**District website**  
- Additions beyond mandatory documents should include:
  - Rules and policy documents
  - Q&A
  - Seawall
    - Priority map and repair schedule
    - Financing summary
    - Upland policy and intake documents
  - Galley Café menu
  - Swimming pool policy page
  - District Staff page

**Data library**  
- Information in the data library should include:
  - All information in the District’s current website
- Personally, I’m not certain all of this information is needed, e.g., >
  4 years of historical meeting records; however, I thought a mass
  transference might be easier than a partial transference
  - Contracts with current vendors
  - All resolutions
  - District boundary map with Tract designations
  - Agenda packets for past and future meetings
    - Information included in agenda packets should also be stored by
      topic
  - Instead of emailing documents to Supervisors, send emails indicating
    information has been posted to the data library
- Our new 1 terabyte Microsoft Office OneDrive may be the perfect location for
  our data library
Tab 14
<table>
<thead>
<tr>
<th>Project</th>
<th>Cardno Project Manager</th>
<th>Task</th>
<th>Status</th>
<th>Anticipated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boat Ramp Repair</td>
<td>Chris Gamache</td>
<td>Board Approved Proposal. Contract Pending</td>
<td>In-Progress</td>
<td>7/15/2019</td>
</tr>
<tr>
<td>Pool Project</td>
<td>Greg Woodcock</td>
<td>Health Department Punch list - GB Collins is lead required signage was installed and slide gate is being fabricated</td>
<td>In-Progress</td>
<td>7/30/2019</td>
</tr>
<tr>
<td>Pool Retaining Wall Repair</td>
<td>Chris Gamache</td>
<td>Design in progress</td>
<td>In-Progress</td>
<td>11/27/2019</td>
</tr>
<tr>
<td>Dockers Expansion</td>
<td>Greg Woodcock</td>
<td>On hold until Park Square determines what they want to assist in funding</td>
<td>on-going</td>
<td>9/1/2019</td>
</tr>
<tr>
<td>Road Signage Compliance</td>
<td>Greg Woodcock</td>
<td>Work to begin July 25, 2019</td>
<td>in-progress</td>
<td>8/22/2019</td>
</tr>
<tr>
<td>Mangrove Trimming</td>
<td>Patrick Boser</td>
<td>Greg Woodcock is working with Patrick Boser to provide an yearly estimate and approximate schedule.</td>
<td>In-progress</td>
<td>7/20/2019</td>
</tr>
<tr>
<td>Seawall Maintenance</td>
<td>Chris Gamache</td>
<td>Prepare maintenance requirements and get proposals to provide maintenance on a annual basis</td>
<td>In-progress</td>
<td>8/1/2019</td>
</tr>
<tr>
<td>Canal Lights and Signage Maintenance</td>
<td>Greg Woodcock</td>
<td>Working with Hecker to obtain a proposal for each sign and light replacement as necessary</td>
<td>In-progress</td>
<td>7/20/2019</td>
</tr>
<tr>
<td>Pool Area Palm Planter Updates</td>
<td>Greg Woodcock</td>
<td>Working with Contractors to obtain proposals for the design, permitting and construction of the palm planters</td>
<td>In-progress</td>
<td>10/25/2019</td>
</tr>
</tbody>
</table>
Tab 15
## Harbor Bay CDD
### 2019 Project Tracker

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Start Date</th>
<th>End Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flooring - Office / Stairwell</td>
<td>2nd Qtr. 2019</td>
<td>3rd Qtr. 2019</td>
<td>Pending</td>
</tr>
<tr>
<td>Grounds - Power washing</td>
<td>ongoing</td>
<td>ongoing</td>
<td>Admiral Poine entrance currently, Back of Admiral Pointe Bldg to follow</td>
</tr>
<tr>
<td>Grounds - Sidewalk repairs</td>
<td>2nd Qtr. 2019</td>
<td>4th Qtr. 2019</td>
<td>in progress</td>
</tr>
<tr>
<td>Guard, South, Shack Doors</td>
<td>3rd Qtr 2019</td>
<td>4th Qtr. 2019</td>
<td>Quotes currently</td>
</tr>
<tr>
<td>Painting - Dock Lights</td>
<td>2nd Qtr. 2019</td>
<td>3rd Qtr. 2019</td>
<td>in process, 1/2 complete</td>
</tr>
<tr>
<td>Paving - Landscape</td>
<td>2nd Qtr. 2019</td>
<td>4th Qtr. 2019</td>
<td>Sourcing vendors</td>
</tr>
<tr>
<td>Playground equipment</td>
<td>1st Qtr. 2019</td>
<td>3rd Qtr. 2019</td>
<td>Safety modifications recommended; Wolf Creek Park bench replacement parts on order.</td>
</tr>
<tr>
<td>Pool Furniture Wax</td>
<td>2nd Qtr. 2019</td>
<td>ongoing</td>
<td>Waxing of pool furniture</td>
</tr>
<tr>
<td>Pool Slide Gate</td>
<td>1st Qtr. 2019</td>
<td>3rd Qtr. 2019</td>
<td>fabrication, est 7/30/19</td>
</tr>
<tr>
<td>Shade Sales</td>
<td>1st Qtr. 2019</td>
<td>4th Qtr. 2019</td>
<td>vendor advised, awaiting</td>
</tr>
<tr>
<td>Lighting - Wall lights</td>
<td>2nd Qtr. 2019</td>
<td>7/5/2019</td>
<td>Complete</td>
</tr>
<tr>
<td>Tennis Court Fence</td>
<td>2nd Qtr. 2019</td>
<td>6/30/2019</td>
<td>Complete</td>
</tr>
<tr>
<td>Tiki Tables &amp; Grills install</td>
<td>7/11/1905</td>
<td>6/1/2019</td>
<td>Complete</td>
</tr>
<tr>
<td>Admiral Pointe - Truncated Dome Tactile Strip</td>
<td>2nd Qtr. 2019</td>
<td>6/21/2019</td>
<td>Complete</td>
</tr>
<tr>
<td>Barnacle scraping</td>
<td>1st Qtr. 2019</td>
<td>6/10/2019</td>
<td>Complete</td>
</tr>
<tr>
<td>Equipment - Freezer</td>
<td>2nd Qtr. 2019</td>
<td>2nd Qtr. 2019</td>
<td>Complete</td>
</tr>
<tr>
<td>Equipment - HVAC replace</td>
<td>2st Qtr. 2019</td>
<td>2nd Qtr. 2019</td>
<td>Reserve - unit 6 and 10; 02/01-proposals out</td>
</tr>
<tr>
<td>Flooring - Dockers Kid's Floor</td>
<td>2nd Qtr. 2019</td>
<td>3rd Qtr. 2019</td>
<td>Complete</td>
</tr>
<tr>
<td>Flooring - Sauna</td>
<td>2nd Qtr. 2019</td>
<td>2nd Qtr. 2019</td>
<td>Complete</td>
</tr>
<tr>
<td>Flooring - Yoga Room</td>
<td>2nd Qtr. 2019</td>
<td>2nd Qtr. 2019</td>
<td>Complete</td>
</tr>
<tr>
<td>Lighting - Bridge</td>
<td>2nd Qtr. 2019</td>
<td>6/20/2019</td>
<td>Complete</td>
</tr>
<tr>
<td>Lighting - Walkways</td>
<td>4th Qtr. 2018</td>
<td>2nd Qtr. 2019</td>
<td>Complete</td>
</tr>
<tr>
<td>Painting - Parking lot / curb</td>
<td>1st Qtr. 2019</td>
<td>2nd Qtr. 2019</td>
<td>Complete</td>
</tr>
</tbody>
</table>

If further information is needed, contact clubdirector@mirabayclub.com

Revised 7/10/2019
| Tab 16 |
TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")

FROM: Harbor Bay Club Director

DATE: July 18, 2019

RE: Software Management System

Issue:

The software management system (FMX) will be used to manage work orders and preventative maintenance tasks.

The Club Director provided the FMX representative with the names, emails, and roles for the maintenance techs, names and emails of Board members, the Club Manager, and the Administrative Assistant. The FMX rep will update and add these names to the system and then send a “launch” email and videos for maintenance training. The Club Director also asked the FMX rep if the system can track the renewal of licenses and permits that have defined renewal dates, e.g. pool, elevator, fire alarms, etc. Waiting for the response.

Due to scheduling conflicts and vacations, the meeting with the Club Manager and training with the maintenance staff was postponed and rescheduled until the week of 22 July.
Tab 17
TO: Board of Supervisors (“Board”)  
Harbor Bay Community Development District (“District”)  

FROM: Harbor Bay Club Director  

DATE: July 18, 2019  

RE: Painting of Buildings  

**Issue:**  

Painting of Buildings.  

The Club Director met with paint Contractor representatives on July 9, to discuss project start date and other work requirements and details. Due to weather, the Contractor’s schedule on their other projects has been delayed and has caused the Mira Bay project to also be delayed. Painting on this project is now schedule to commence not later than July 22.
Tab 18
To: Board of Supervisors (“Board”)

Harbor Bay Community Development District

From: Cardno

RE: Pool Restrooms

Pool Restrooms

Cardno received a revised proposal from CDS in the amount of $28,170.50. The revised proposal is $1,690 more than the previously approved proposal. The differences in proposals is due to the change in flooring from Tile to Epoxy and install an additional light fixture in each restroom. The remainder of the scope of services is the same as previously approved.

If approved at the July CDD meeting the anticipated schedule is to complete contracts by July 26, 2018. Construction is anticipated to start the week of August 5, 2019 and is estimated to be complete August 23rd.
SCOPE

General Conditions
Dump Fees

Selective Demolition
Removal Of Floor and Wall Tile-Remove and Dump
Grind of Floors as Needed
Install DuraRock on walls where tile to be installed
Labor For Removal of Misc. Hardware and Wall Attachments

Tile Install
ALL TILE MATERIALS BY OWNER
Floor Leveling as Needed Materials and Labor
Labor Only Floors and Walls - Tile Setting

Plumbing Labor and Materials
All other Plumbing Fixtures Reused if Possible

Electrical
Exhaust Fans Remove and reinstalled
Receptacles and Switches Removed and Replaced with New

Painting
2 Coats-Walls and Doors
Ceiling Skimmed Where needed and Painted

TOTAL $ 26,480.50
Additional Proposal Conditions

Clear Safe Path to Work Areas
No Mold Treatment, Testing or Remediation Included
No Permits or Drawings Included
No Electrical, Mechanical, HVAC
Payment made on a Schedule of Values
Notice of Commencement Will be Executed.
Not Responsible for Fixture, Counter, Mirror Breakage
Proposal Good For 30 Days

Approved:

______________________________
Date: ________________________
Greg Woodcock
Club Director- Mira Bay

______________________________
Date: ________________________
Mark E Wise
CDS Group, Inc.
SCOPE

General Conditions
Dump Fees

Selective Demolition
Removal Of Floor and Wall Tile-Remove and Dump
Grind of Floors as Needed
Install DuraRock on walls where tile to be installed
Labor For Removal of Misc. Hardware and Wall Attachments

Tile Install
ALL TILE MATERIALS BY OWNER
Floor Leveling as Needed Materials and Labor
Labor on Walls - Tile Setting

Plumbing Labor and Materials
All other Plumbing Fixtures Reused if Possible

Electrical
Exhaust Fans Remove and reinstalled
Receptacles and Switches Removed and Replaced with New
Add: Best Matching Light Fixture over Toilet Area

Painting
2 Coats-Walls and Doors
Ceiling Skimmed Where needed and Painted

Flooring:
Epoxy Coating Includes Labor and Materials

TOTAL $ 28,170.50
Additional Proposal Conditions
Clear Safe Path to Work Areas
No Mold Treatment, Testing or Remediation Included
No Permits or Drawings Included
No Electrical, Mechanical, HVAC
Payment made on a Schedule of Values
Notice of Commencement Will be Executed.
Not Responsible for Fixture, Counter, Mirror Breakage
Proposal Good For 30 Days

Approved:

Date:
Greg Woodcock
Club Director- Mira Bay

Date:
Mark E Wise
CDS Group, Inc.
Tab 19
TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")

FROM: Harbor Bay Club Director

DATE: July 18, 2019

RE: Wolf Creek Sails

Issue:

Wolf Creek Sails.

Creative Shades has been notified of project approval. Upon execution of the contract, they will submit permitting documents with Hillsborough County. Once permits are approved by the County, the project will be completed within 30 days. Of note, permits can take up to 90 days to be approved.
Tab 20
To:    Board of Supervisors ("Board")

          Harbor Bay Community Development District

From:   Cardno

RE:    Street Signs

Street Signs

Cardno presented a proposal from Arete Industries at the June Board meeting and it was approved. Cardno is working with Hopping, Green and Sams to get a contract to Arete Industries, for the modifications/replacements of the existing signage per Cardno’s report. It is anticipated that contracts will be completed by July 19, 2019. Work will begin July 25, 2019 and will be finished August 22, 2019.
Tab 21
TO: Board of Supervisors (“Board”)  
Harbor Bay Community Development District (“District”)  
FROM: Harbor Bay Club Director  
DATE: July 18, 2019  
RE: Power Washing

Issue:

Power Washing.

The highlighted areas in the attachment have been power washed since the previous Harbor Bay CDD meeting.
To: Board of Supervisors ("Board")

Harbor Bay Community Development District

From: Cardno

RE: Pool Mooring Post Repair

Pool Mooring Post Repair

Design is 95% complete. Schedule was impacted due to lack of information on existing pile depths to be incorporated into the design. Hecker was required to verify the depths of the existing pile and will be completed by 7-12-2019. Cardno anticipates obtaining drawings to review by July 24th. If no comments are generated regarding the repairs the plans will be submitted for permitting August 1st. Obtain Hillsborough County Permit End of September. Begin Construction October and be finished November 27, 2019.
Tab 23
To: Board of Supervisors (“Board”)

Harbor Bay Community Development District

From: Cardno

RE: Pool Palm Planters/Landscape

Pool Palm Planters/Landscape

Cardno has been working with CDS to get a proposal. Cardno contacted Capital Land Management to obtain proposal for the design, permitting and construction of the pool planters indicated in Canin’s plans.

Cardno will review schedule with WTS so we do not interfere with events. Preliminary schedule is to obtain a proposal from CDS and Capital Land Management the first week of August. Permitting will be required for this project and will be completed around the end of August. Construction can begin in September. We would schedule the construction to start September 2019.
Tab 24
To: Board of Supervisors ("Board")

Harbor Bay Community Development District

From: Cardno

RE: Facilities Report

Cardno has completed a DRAFT for internal review. Within the next week we will have a copy go to Hopping Green and Sams for their review. The report will be on the agenda for the August meeting.
TAB 25
To: Board of Supervisors ("Board")
Harbor Bay Community Development District

From: Joe Roethke/Rizzetta

RE: ADA Website Update

New ADA Website

Contract with ADASC has been executed and they are currently working on building the framework for the new website. Further updates will be provided as the vendor progresses with the new site, and as we receive direction from the Board on what should be included above and beyond the F.S. 189 required items.
Tab 26
TO: Board of Directors
FROM: WTS
RE: Resident Communication

New Resident Communication

Pages 2-4 include information currently distributed to new residents (only included items that relate to this topic).

Page 5 is a new flyer we will be adding immediately

Advertising Events and Activities

Currently:

- Constant Contact is used to send email blasts directly to residents
- Facebook page - MiraBay Clubhouse Activities and Events is used to post events. We also post flyers to the other MiraBay Facebook pages
- Nextdoor – we recently started posting to Nextdoor as it seems to be heavily utilized by residents
- Flyers are posted in and around the Clubhouse
- Events are posted to the Message Boards at the entrance gates
- Flyers are placed in the flyer box at Landing Park
- Yard signs are placed in heavy traffic areas for big events

Recommendations for future:

- Host a Newcomer’s Connection – social networking event for new residents to meet MiraBay club members and get involved. T-date = September 22
- Target residents who do not use the Clubhouse, list of those residents is complete, will begin reaching out to them immediately

CDD Website

Currently:

- Used to display our monthly Group Exercise Schedule and the Activities Calendar
- Provides a copy of the Galley Café menu

Recommendations for future:

- Reach out to Netix to train staff on how to update internally. Once trained, update the Amenities tab with our offerings. T-date = if Netix is able to train staff in a timely manner, 2 weeks
- Add links to MiraBay Facebook pages, T-date = immediately
CONNECTION CARD

Welcome to MiraBay!

Want to get connected within the MiraBay clubs and community? Fill this card out and give it back to the receptionist and someone will be in touch with you shortly.

Name________________________________________

Phone________________________________________

Email________________________________________
WEEKLONG WEEKEND LIVING
If you treasure that "day off" feeling, you'll love calling our beautiful waterfront community home.

To live here is to belong here
The MiraBay Club is more than a magnificent waterfront clubhouse. It's a place of instant friendships and lifelong memories. Warmth and camaraderie go perfectly with endless hosted parties, activities and events — not to mention jaw-dropping Florida sunsets over the water. Kick back on the wraparound deck and let the balmy breezes take you away.

Splashy fun for everyone
A stunning resort-style pool complete with waterslide, toddler pool and lap lanes makes it easy to get into the swim of things. Nothing says "weekend" like a good old-fashioned cannonball or a relaxing day by the pool.

Fitness finesse without a membership
MiraBay's Fitness Center rivals any full-service membership gym. Stay strong with state-of-the-art cardiovascular and weight-training equipment. Expand that healthy attitude with yoga and Pilates classes, the cycling studio or personal training. Get competitive on the five lighted tennis courts, two basketball courts or sand volleyball court. Post-workout, indulge in a massage or facial at the MiraBay Spa — all without leaving the community.
EASY BREEZY POOLSIDE DINING
The Galley Cafe is always cooking up something fresh and delicious – from sandwiches to salads to kid-friendly favorites. Families love Build-a-Burger Night. Grown-ups go for Sunset Happy Hours. Poolside dining adds weekend flavor to any day.

LET'S HEAR IT FOR THE KIDS
At MiraBay, kids get all the attention they deserve. The MiraBay Club features activities and special offerings just for them. Engaging themed playgrounds can be found in both community parks. Quality after-school care is available for residents at reasonable rates and is held right here at MiraBay.

EXPLORE THE WATER'S WONDERS
Enjoy resident perks like free reservations on kayaks, paddleboards and Sunfish sailboats. Hit the Outfitters tackle shop and go fishin'. Residents can use the on-site boat lift for easy access to Tampa Bay or meet up for rafting parties and other fun events.

THE NATURE PRESERVE NEXT DOOR
A spectacular sanctuary for birds and wildlife, the 1,400-acre Wolf Branch Creek Nature Preserve is truly unique. Encompassing miles of Tampa Bay shoreline, mangrove islands, sea grass beds, high marsh and coastal hammocks, this nature lovers' paradise is right in your backyard.

PARKS WITH PERKS AND SO MUCH MORE
The great outdoors is just that at MiraBay. Miles of walking trails are hard to resist. Wolf Creek Park delights imaginations with a pirate-themed playground overlooking the Nature Preserve. The Landing Park provides tiki huts, a shaded playground, sports field and wonderful views of the lagoon – with its fishing pier and tropical gardens, it's like a getaway without going away.
Welcome to MiraBay! We would love to connect with you and keep you updated on all of the events and activities happening at the MiraBay Clubhouse. The information below is also a great way to stay informed on recent community news.

Constant Contact is used to send email blasts directly to residents. Signing the connection card in your new resident packet will get you added to this distribution list.

The official website for the Harbor Bay Community Development District is harborbaycdd.org. This site is actively updated by district staff with community news, event calendars, CDD information and community rules.

Follow us on Facebook at MiraBay Clubhouse. Activities and Events for up-to-date information and happenings!

Come visit us! Our reception desk is located in the Clubhouse Fitness Center. Staff is eager to assist and always up to date with current and upcoming programs. Take a look at our Signature Event Poster, or grab copies of our flyers! Can't make it in? Give us a call at 813-649-1500 Ext 21.

MiraBay
Tab 27
MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Harbor Bay Community Development District was held on Thursday, June 20, 2019 at 6:00 PM at the MiraBay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, Florida 33752.

Present and constituting a quorum were:

Paul Curley  Board Supervisor, Chairman
Steve Lockom  Board Supervisor, Vice Chairman
Ryan Wick  Board Supervisor, Assistant Secretary
Michael Maurer  Board Supervisor, Assistant Secretary
Dan Leventry  Board Supervisor, Assistant Secretary

Also present were:

Joseph Roethke  Regional District Manager; Rizzetta & Company
Mike Eckert  District Counsel; Hopping Green & Sams
Mike Collazo  District Counsel; Hopping Green & Sams (via phone)
Greg Woodcock  District Engineer; Cardno
Chris Gamache  District Engineer; Cardno
Michael Rodriguez  Club Director
Ashley Adkins  Club Manager
Sandy Crespo  Club Admin
Holly Faldetta  WTS
John Toborg  Field Services Manager; RASI
Matt Davis  MPD Legal (via phone)
William McFetridge  Gray Robinson (via phone)
Justin Rowan  MBS Capital Markets (via phone)
Scott Johnstory  Park Square
Stan Hein  Capital Land Management

Audience

FIRST ORDER OF BUSINESS

Call to Order and Pledge of Allegiance
The meeting was called to order and roll call performed, confirming that a quorum was present. The Pledge of Allegiance was recited.

SECOND ORDER OF BUSINESS  Audience Comments on Agenda Items

Mr. Curley explained that each individual would be given three minutes to speak and indicated the Board probably will not respond to comments at this time but encouraged residents to email suggestions prior to the meeting to facilitate adjustments to the agenda.

There were no questions or comments from the audience.

THIRD ORDER OF BUSINESS  Presentation of Audience Comment Follow-up Sheet

There was no discussion on this item.

FOURTH ORDER OF BUSINESS  Chairman’s Perspective on Agenda Items

There was no discussion on this item.

FIFTH ORDER OF BUSINESS  Harbor Bay vs. AIG

Mr. Curley introduced the topic to the Board and provided some brief background information. Discussion ensued.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors authorized Gray Robinson to send a cover letter and draft complaint to AIG to recover litigation costs for the Harbor Bay Community Development District.

(Mr. McFetridge left the meeting at 6:03 PM.)

SIXTH ORDER OF BUSINESS  Park Square

Mr. Johnston entertained various questions from the Board. Discussion ensued regarding several items including on-site HOA management of future amenities. District staff will send amenity priorities to Mr. Johnston. Mr. Maurer discussed issues with wild hogs. Mr. Curley asked questions about participation in new capital projects, MARC guidelines, and future use of the sales center.

SEVENTH ORDER OF BUSINESS  Seawall Master Project – Consideration of Proposals
Mr. Curley provided background information on the proposals received for seawall repair. Mr. Woodcock and Mr. Gamache entertained various questions from the Board. Discussion ensued regarding various items in the proposals and the capabilities of each contractor.

On a Motion by Mr. Lockom, seconded by Mr. Curley, with all in favor, the Board of Supervisors authorized staff to negotiate a contract with Florida Structural Group, subject to review and approval by District Engineer and District Counsel, for the Harbor Bay Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Discussion of Bond Financing**

Mr. Eckert distributed a bond financing timeline to the Board. Mr. Curley recommended the bond financing be consistent across all years and that the bond be issued in time to get on the tax roll. Mr. Lockom reviewed a spreadsheet (Exhibit A) of potential bond financing projections with the Board. Mr. Rowan discussed the current status of the bond financing with the Board. A delegation resolution will be presented to the Board at the next meeting.

*(Mr. Rowan and Mr. Collazo left the meeting at 6:45 PM.)*

**NINTH ORDER OF BUSINESS**

**Emergency Repairs**

Mr. Gamache updated the Board on the status of the emergency seawall repairs advising that the project is progressing as expected and that final completion of the emergency repairs should be in early July.

*(Mr. Davis joined the meeting at 6:47 PM.)*

**TENTH ORDER OF BUSINESS**

**Upland Claims**

The Board reviewed three upland claims.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved the settlement of the upland claim for 5705 Sea Turtle Place in the amount of $59,165.00 for the Harbor Bay Community Development District.

On a Motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board of Supervisors approved the settlement of the upland claim for 5632 Skimmer Drive in the amount of $21,285.00 for the Harbor Bay Community Development District.
On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors did not approve a settlement offer of the upland claim for 413 Islebay Drive and directed District staff to discuss details with the resident for the Harbor Bay Community Development District.

ELEVENTH ORDER OF BUSINESS
Upland Claims – Review of Repair Request Protocol

The Board reviewed an updated Repair Request Protocol document. Mr. Davis added comments on this updated protocol. Mr. Lockom would like a notice to be sent out to notify owners of this change requiring all upland claims to be submitted by a specific date.

On a Motion by Mr. Curley, seconded by Mr. Wick, with all in favor, the Board of Supervisors approved the updated Repair Request Protocol for the Harbor Bay Community Development District.

(Mr. Davis left the meeting at 6:59 PM.)

TWELFTH ORDER OF BUSINESS
Major Project Update: Capital Managed Priorities – Project Tracker

Mr. Woodcock reviewed Cardno’s project tracker with the Board. Mr. Curley would like to add canal lights and signage to this list, as well as seawall maintenance and mangrove trimming. Mr. Woodcock will provide a future seawall maintenance update at the next meeting.

(Mr. Gamache left the meeting at 7:01 PM.)

Mr. Woodcock informed the Board that the final pricing on the street signage updates will only cost approximately $22,000.00, significantly less than what was approved. Mr. Woodcock also informed the Board on updates with the pool mooring post repair project.

THIRTEENTH ORDER OF BUSINESS
Major Project Update: Rizzetta Managed Priorities – Project Tracker

Mr. Rodriguez reviewed the Rizzetta-managed project tracker with the Board. Mr. Curley would like completed items to be moved to the end of the report, then removed after one month.
FOURTEENTH ORDER OF BUSINESS  Wolf Creek Sails

Mr. Rodriguez reviewed proposals for the Wolf Creek sails with the Board.

On a Motion by Mr. Curley, seconded by Mr. Wick, with all in favor, the Board of Supervisors approved the proposal for Wolf Creek sails installation from Creative Shade Solutions at a cost not to exceed $59,000.00 for the Harbor Bay Community Development District.

FIFTEENTH ORDER OF BUSINESS  Written Update Only – Software Management System

Mr. Leventry asked for further updates on the status of the software management system. Mr. Wick gave additional updates on the progress of this system.

SIXTEENTH ORDER OF BUSINESS  Pool Landscape Installation

Mr. Woodcock is working with vendors to get proposals for completing this project.

SEVENTEENTH ORDER OF BUSINESS  Painting of Building

Mr. Curley asked for a sequence of painting each item in future updates.

EIGHTEENTH ORDER OF BUSINESS  Community Landscaping

Mr. Toborg reviewed the Field Inspection Report with the Board. Mr. Maurer discussed priorities for handling issues with the landscape contractor.

Mr. Toborg presented a proposal from Capital Land Management for an envisioning package of landscape replacements to the Board for consideration. Mr. Hein from Capital Land Management reviewed the details of the proposal with the Board. Discussion ensued. Mr. Lockom made a motion to approve the proposal for an amount not to exceed $5,250.00; however, the motion was not seconded and therefore failed.

Further discussion ensued regarding landscape replacement. Mr. Maurer will work with District staff on coming up with a plan for landscape replacement. Mr. Maurer also updated the Board on the status of other landscape items. Discussion ensued regarding issues with the flowering annuals rotation.

NINETEENTH ORDER OF BUSINESS  Budget for Fiscal Year 2019/2020

Mr. Maurer asked several questions on the budget, including comments on the general fund and Evergreen fund.
TWENTIETH ORDER OF BUSINESS

Contracts – Landscaping

Mr. Toborg reviewed the landscape RFP with the Board. Mr. Eckert made several comments on the RFP. Discussion ensued regarding enforcement of a future contract and the possibility of withholding payment.

On a Motion by Mr. Wick, seconded by Mr. Lockom, with three in favor and two (Mr. Maurer and Mr. Leventry) opposed, the Board of Supervisors approved the landscape RFP in substantial form, with final signoff by Mr. Toborg and the Board Chair, for the Harbor Bay Community Development District.

(Mr. Toborg left the meeting at 8:13 PM.)

TWENTY-FIRST ORDER OF BUSINESS

Review of Draft RFP for District Management, Amenity Management, and Grounds Maintenance Management Services

Mr. Eckert reviewed the draft RFP for District management, amenity management, and grounds maintenance management with the Board. Discussion ensued. Mr. Curley discussed timing of the RFP and recommended not completing this RFP until after the landscape RFP is completed. The rest of the Board would like to move forward with no delays on this RFP.

On a Motion by Mr. Wick, seconded by Mr. Maurer, with all in favor, the Board of Supervisors approved the RFP for District management, amenity management, and grounds maintenance management in substantial form, pending final signoff by District Counsel and the Board Chair, for the Harbor Bay Community Development District.

TWENTY-SECOND ORDER OF BUSINESS

Network Management Plan

Mr. Wick reviewed several proposals from Premier Technologies for network services, including email and pool WiFi.

On a Motion by Mr. Wick, seconded by Mr. Maurer, with all in favor, the Board of Supervisors approved the proposal from Premier Technologies for a Microsoft Office 365 plan at a cost of $12.50 per month per user and authorized the decommissioning of existing service with Atlas for the Harbor Bay Community Development District.
On a Motion by Mr. Wick, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved the proposal from Premier Technologies for installation of an outdoor network at a cost not to exceed $7,273.00 for the Harbor Bay Community Development District.

TWENTY-THIRD ORDER OF BUSINESS

Mr. Curley discussed changing the workshops from a monthly schedule to quarterly; this would start with the next workshop to be held in October.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved the schedule change of workshops from monthly to quarterly for the Harbor Bay Community Development District.

TWENTY-FOURTH ORDER OF BUSINESS

Mr. Roethke presented the registered voter count for the Harbor Bay CDD, noting for the record that there were 1,807 registered voters in the District as of April 15, 2019.

TWENTY-FIFTH ORDER OF BUSINESS

A. Consideration of Minutes of Board of Supervisors’ Regular Meeting Held on May 16, 2019
B. Consideration of Minutes of Board of Supervisors’ Workshop Meeting Held on June 13, 2019
C. Consideration of Operations & Maintenance Expenditures for May 2019
D. Consideration of Operations & Maintenance Expenditures for May 2019 – Reserve Fund
E. Consideration of Operations & Maintenance Expenditures for May 2019 – MiraBay
F. Consideration of Operations & Maintenance Expenditures for May 2019 – Evergreen Fund
G. Consideration of Master Project Requisitions #152-154, #156-158
H. Consideration of Supplemental Project Requisitions (if any)
I. Presentation of Monthly Staff Report: MiraBay Club Manager
J. Presentation of Monthly Staff Report: Club Director
K. Dock and Boat Lift Approvals
On a Motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board of Supervisors approved the consent agenda items for the Harbor Bay Community Development District.

TWENTY-SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Eckert updated the Board on some recent changes from the Legislature which will be incorporated into a future Rules of Procedure update.

B. District Engineer

Mr. Woodcock had nothing new to report.

C. District Manager

Mr. Roethke reminded the Board that the next regularly scheduled meeting will be held on Thursday, July 18, 2019 at 6:00 PM at the Mirabay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, FL 33572.

Mr. Roethke also informed the Board that Rizzetta will be reimbursing the District for legal costs related to updating the elevator maintenance contract, which totaled just over $5,000.00 to be credited against future invoices.

TWENTY-SEVENTH ORDER OF BUSINESS

Supervisor Requests

Mr. Wick thanked Mr. Rodriguez for options Mr. Rodriguez presented to the Board regarding the Wolf Creek sails.

Mr. Leventry gave an update on Envera issues he is looking into.

Mr. Lockom thanked WTS staff for the new poolside service.

TWENTY-EIGHTH ORDER OF BUSINESS

Audience Comments

A resident asked a question about the amenity management staff.

A second resident asked an HOA question.

A third resident thanked on-site staff for their service.

A fourth resident thanked the Board for their seawall decision.
TWENTY-NINTH ORDER OF BUSINESS  Continuance

On a Motion by Mr. Leventry, seconded by Mr. Curley, with all in favor, at 8:32 PM the Board continued the meeting to July 9, 2019 for the Harbor Bay Community Development District.

Assistant Secretary      Chair / Vice Chair
Exhibit A
Admin & Seawall Budget $1,140,516.00  
Field Budget $3,108,381.00  
Street Light $154,740.00  
2020 bond $1,160,513.39  
Assessment $1,213,314.89  
1.06383  
2020 increase over 2019  
Includes off cycle  
$5,564,150.39  
Assessment $3,306,788.30  
1.06383  
2018 off cycle assessment  
$5,919,308.91

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*1 based on $17M at 5% for 29 years

This shows the potential cost comparison between 2018, 2019 and 2020 proposed with and without the 2018 offcycle assessment. The proposed 2020 including a $17M bond at 5% would cost 2001 bondholders an additional 15% in assessments over 2019. It is an increase of 26% over 2018. If you add in the off cycle special assessment 2020 is a 27% reduction over what you paid in fiscal 2018 including the off cycle assessment. The numbers differ slightly for the 2002 bond holders. When we issue the bond for the seawall, we will be refinancing the 2001 and 2002 bonds. Since the 2001 bonds were issued at a higher rate there will be more savings for the 2001 bondholders than the 2002 bondholders and that is what makes the difference in the increases. The 2001 bondholders will see a refinanced savings of approximately 25%. The 2002 bondholders will save 12.5%.
Tab 28
Operation and Maintenance Expenditures
June 2019
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2019 through June 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: $242,193.58

Approval of Expenditures:

__________________________________
____ Chairperson

____ Vice Chairperson

____ Assistant Secretary
## Harbor Bay Community Development District
### Paid Operation & Maintenance Expenditures
#### June 1, 2019 Through June 30, 2019

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<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
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### Harbor Bay Community Development District

#### Paid Operation & Maintenance Expenditures

**June 1, 2019 Through June 30, 2019**

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## Harbor Bay Community Development District
### Paid Operation & Maintenance Expenditures
#### June 1, 2019 Through June 30, 2019

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<td>Rizzetta Amenity Services, Inc.</td>
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<td>Rizzetta Amenity Services, Inc.</td>
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<td>Schindler Elevator Corporation</td>
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<td>Schindler Elevator Corporation</td>
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<td>8105084597</td>
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<tr>
<td>Tampa Electric Company</td>
<td>011246</td>
<td>211009425268 05/19</td>
<td>Gas Street Lights 05/19</td>
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<td>Tampa Electric Company</td>
<td>011257</td>
<td>311000030115 05/19</td>
<td>TECO Electric Summary Bill 05/19</td>
<td>$ 21,505.68</td>
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<td>Tampa Electric Company</td>
<td>011246</td>
<td>Admiral Summary05/19</td>
<td>TECO Electric Summary Bill 05/19</td>
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<td>Times Publishing Company</td>
<td>011256</td>
<td>786287 06/19</td>
<td>Legal Advertising 06/19</td>
<td>$ 152.00</td>
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### Harbor Bay Community Development District
#### Paid Operation & Maintenance Expenditures
##### June 1, 2019 Through June 30, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
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<th>Invoice Amount</th>
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<tr>
<td>USA Services of Florida, Inc.</td>
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<td>400801</td>
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<td>$3,750.00</td>
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**Report Total** $242,193.58
Tab 29
RESERVE FUND AT HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 9428 CAMDEN FIELD PARKWAY • RIVERVIEW, FLORIDA 33578

No Operation and Maintenance Expenses were paid from June 1, 2019 through June 30, 2019. Therefore, there are no new items to present at this time.

Approval of Expenditures:

__________________________________
______ Chairperson

______ Vice Chairperson

______ Assistant Secretary
Tab 30
Operation and Maintenance Expenditures
June 2019
For Board Approval
Mirabay Club

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2019 through June 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: $23,150.63

Approval of Expenditures:

__________________________________
_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary
## Mirabay at Harbor Bay Community Development District

### Paid Operation & Maintenance Expenditures

**June 1, 2019 Through June 30, 2019**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
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<td>Aroma Coffee Services, Inc</td>
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<td>Cintas Corporation #074</td>
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<td>Daxko, LLC</td>
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<td>Monthly Operations Usage Fee 06/19</td>
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<td>DeConna Ice Cream Company, Inc</td>
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<td>MBINV00062507</td>
<td>Ice Cream Purchases 06/19</td>
<td>$307.48</td>
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<td>DeConna Ice Cream Company, Inc</td>
<td>004131</td>
<td>MBINV00064347</td>
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<td>FCS, Inc.</td>
<td>004115</td>
<td>433618</td>
<td>Grease Trap Serviced 05/19</td>
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# Mirabay at Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

### June 1, 2019 Through June 30, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
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<td>JJ Taylor Distributing Florida, Inc.</td>
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<td>Beverages 05/19</td>
<td>$ 195.65</td>
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<td>004116</td>
<td>MB13907652</td>
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<td>$ 170.55</td>
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<td>Maurice Palmer</td>
<td>004109</td>
<td>PALMER053019</td>
<td>Giveaway Towels for Boat Safety Event</td>
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<td>Park Produce</td>
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<td>MB432211</td>
<td>Produce for Harbor Bay 05/19</td>
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<td>Park Produce</td>
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<td>004117</td>
<td>MB432213</td>
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<td>MB432214</td>
<td>Produce for Harbor Bay 06/19</td>
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<td>Produce for Harbor Bay</td>
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<td>004132</td>
<td>MB432226</td>
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<td>Pepin Distributing Company Inc</td>
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<td>Invoice Description</td>
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</tr>
<tr>
<td>Pepin Distributing Company Inc</td>
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<td>Phenomenal Exercise Equipment</td>
<td>004112</td>
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<td>Repair Serv Inc</td>
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<td>MB238045</td>
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<td>Southern Glazer's Wine and Spirits of</td>
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<td>MB1021902</td>
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<td>Florida</td>
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<td>Southern Glazer's Wine and Spirits of</td>
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<td>MB1064094</td>
<td>Beverage Purchases 05/19</td>
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<td>MB8054386587</td>
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<td>MB8054460354</td>
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<td>Sysco-West Coast Florida</td>
<td>004113</td>
<td>MB237553303</td>
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<td>004122</td>
<td>MB237566817</td>
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<td>MB237578129</td>
<td>Food, Beverage &amp; Supplies 06/19</td>
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<td>Sysco-West Coast Florida</td>
<td>004134</td>
<td>MB237589842</td>
<td>Food, Beverage &amp; Supplies 06/19</td>
<td>$ 2,061.12</td>
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<td>Tampa Bounce, LLC</td>
<td>004123</td>
<td>MBMIR052019</td>
<td>Bounce House Rental 05/19</td>
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<td>WTS International, Inc.</td>
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<td>IN0000089298</td>
<td>Background Check 04/19</td>
<td>$ 82.50</td>
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</table>
## Mirabay at Harbor Bay Community Development District

### Paid Operation & Maintenance Expenditures

**June 1, 2019 Through June 30, 2019**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
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<tbody>
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<td>$1,077.07</td>
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</table>

**Report Total**  

<p>| | | | | |</p>
<table>
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<tr>
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<th></th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,150.63</td>
</tr>
</tbody>
</table>
Tab 31
Operation and Maintenance Expenditures
June 2019
For Board Approval
Evergreen

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2019 through June 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: $1,300.00

Approval of Expenditures:

__________________________________
_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary
Evergreen at Harbor Bay Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2019 Through June 30, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
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<tbody>
<tr>
<td>Scott E Jones</td>
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<td>Off Duty Evergreen 05/19</td>
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<tr>
<td>Kevin D Withey</td>
<td>000154</td>
<td>05/30 Withey</td>
<td>Off Duty Evergreen 05/19</td>
<td>$360.00</td>
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<tr>
<td>Hillsborough County Sheriff's Office</td>
<td>000155</td>
<td>36468</td>
<td>Admin/Boat Fees 05/19</td>
<td>$580.00</td>
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</tbody>
</table>

Report Total                                                                     $1,300.00
Tab 32
June 18, 2019

RIZZETTA & COMPANY, INC.
Harbor Bay, Seawall Operating Account
Attn: Natasha Dhanpat
9428 Camden Field Parkway
Riverview, FL 33578

RE: Seawall Operating Account, Master Project Interim Repairs
Requisitions for Payment

Dear Natasha:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District’s Seawall Operating Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:

A) BURBY ENGINEERING AND HECKER CONSTRUCTION COMPANY VIA UPS
B) ALL OTHERS VIA USPS

<table>
<thead>
<tr>
<th>REQUISITION NO.</th>
<th>PAYEE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MP 159</td>
<td>Burby Engineering</td>
<td>$5,134.79</td>
</tr>
<tr>
<td>MP 160</td>
<td>Hecker Construction Company, Inc.</td>
<td>$51,240.28</td>
</tr>
<tr>
<td>MP 161</td>
<td>Hopping Green &amp; Sams</td>
<td>$3,740.50</td>
</tr>
<tr>
<td>MP 162</td>
<td>Mills Paskert Divers</td>
<td>$1,033.75</td>
</tr>
</tbody>
</table>

If you have any questions regarding this request, please do not hesitate to call me at (813) 533-2950. Thank you for your prompt attention to this matter.

Sincerely,

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Joe Roethke
District Manager
TO: Greg Woodcock, Cardno, Inc.
Paul Curley, Chairman

FROM: Hanna Yi/Natasha Dhanpat
Harbor Bay Community Development District

DATE: June 13, 2019

RE: Master Project Interim Repairs - Construction Requisition(s) # MP 159-162

Greg, enclosed is (are) construction requisition(s) for the above referenced District. Please review the requisition(s) and upon your approval, sign the designated area(s) and forward the requisition(s) to Paul Curley.

Paul, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the following email address for final processing:

hyi@rizzetta.com

If you have any questions, please do not hesitate to call me at (813) 533-2950

Thank You.

Burby Engineering $5,134.79
Hecker Construction Company, Inc. $51,240.28
Hopping Green & Sams $3,740.50
Mills Paskert Divers $1,033.75
<table>
<thead>
<tr>
<th>Invoice</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>MP 159 Burby</td>
<td>MP 159 - MP 162 Master Project Int</td>
<td>$5,134.79</td>
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<tr>
<td>Invoice</td>
<td>Description</td>
<td>Amount</td>
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<tr>
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</tr>
<tr>
<td>MP 160</td>
<td>Hecker MP 159 - MP 162 Master Project Int</td>
<td>$51,240.28</td>
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<tr>
<td></td>
<td></td>
<td>$51,240.28</td>
</tr>
</tbody>
</table>

815-HARBOR BAY CDD
SEA WALL OPERATING
9428 CAMDEN FIELD PARKWAY
RIVERVIEW, FL 33578
(813) 533-2950

****Fifty One Thousand Two Hundred Forty and 28/100 Dollars****

PAY TO
Hecker Construction Co., Inc.
12619 US Highway 41
Gibsonton, FL 33534

AMOUNT
$51,240.28

DATE
06/18/2019

TWO SIGNATURES REQUIRED-VOID 180 DAYS AFTER DATE OF ISSUANCE

AUTHORIZED SIGNATURE
<table>
<thead>
<tr>
<th>Invoice</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MP 161 Hopping</td>
<td>MP 159 - MP 162 Master Project Int</td>
<td>$3,740.50</td>
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</tbody>
</table>

$3,740.50
Mills Paskert Divers P.A.
Mills Paskert D

<table>
<thead>
<tr>
<th>Invoice</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>MP 162 Mills Pas... MP 159 - MP 162 Master Project Int</td>
<td></td>
<td>$1,033.75</td>
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</tbody>
</table>

$1,033.75

815-HARBOR BAY CDD
SEA WALL OPERATING
9428 CAMDEN FIELD PARKWAY
RIVERVIEW, FL 33578
(813) 533-2950

SUNTRUST BANK, TAMPA BAY CARRINGTON OFFICE
TAMPA, FL 813-324-2222
63-656/631

CHECK NO. 000150

DATE 06/18/2019
AMOUNT $1,033.75

TWO SIGNATURES REQUIRED VOID 180 DAYS AFTER DATE OF ISSUANCE

Authorized Signature

HARBOR BAY CDD
SEA WALL OPERATING
Payee Mills Paskert Divers P.A.
Vendor ID Mills Paskert D

<table>
<thead>
<tr>
<th>Invoice</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MP 162 Mills Pas... MP 159 - MP 162 Master Project Int</td>
<td></td>
<td>$1,033.75</td>
</tr>
</tbody>
</table>

$1,033.75
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: June 13, 2019
PAYEE: Burby Engineering
ADDRESS: 3010 West Azeele Street
          Suite 150
          Tampa, FL 33609
REQUISITION NO. MP 159
AMOUNT DUE: $5,134.79
FUND: Seawall Operating Account

DESCRIPTION: Invoice # 1567 for Project E17-057 for Engineering Services

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Seawall Operating Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature] 6/18/19
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
Bill To: Harbor Bay Community Dev. District  
c/o Matthew G. Davis, Esq.  
100 N Tampa Street, Suite 3700  
Tampa, FL 33602

Project: E17-057 Harbor Bay Comm. District

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.25</td>
<td>Senior Engineer I: Nargi (5632 Skimmer Drive) &amp; Welch (413 Islebay Drive) Claims: Coordination. (4/30)</td>
<td>225.00</td>
<td>56.25</td>
</tr>
<tr>
<td>0.75</td>
<td>Senior Engineer I: Nargi (5632 Skimmer Drive) &amp; Welch (413 Islebay Drive) Claims: Review Cardno reports and intake forms. (5/6)</td>
<td>225.00</td>
<td>168.75</td>
</tr>
<tr>
<td>4.5</td>
<td>Senior Engineer I: Nargi (5632 Skimmer Drive) &amp; Welch (413 Islebay Drive) Claims: Site visit (includes portal-to-portal travel and post-processing data). (5/7)</td>
<td>225.00</td>
<td>1,012.50</td>
</tr>
<tr>
<td>2</td>
<td>Senior Engineer I: Nargi (5632 Skimmer Drive) &amp; Welch (413 Islebay Drive) Claims: Coordination with contractor for quotes. (5/7, 5/8)</td>
<td>225.00</td>
<td>450.00</td>
</tr>
<tr>
<td>1</td>
<td>Senior Engineer I: Oliszewski (5705 Sea Turtle Place) Claim: Review ACP wall rebuild proposals; coordination with ACP and Counsel. (5/14, 5/15)</td>
<td>225.00</td>
<td>225.00</td>
</tr>
<tr>
<td>5.25</td>
<td>Principal Engineer: Nargi (5632 Skimmer Drive) &amp; Welch (413 Islebay Drive) Claims: Phone call with Attorney Matthew Davis to discuss status of assignments. Coordination for quotes with pool cage contractor, paver contractor, helical pile contractor and block/crack repair contractor. Review site observation photographs and project files. Phone call with Attorney Matthew Davis’ assistant Julie Dorta to update Mr. Davis on status of quotes. Phone calls and emails of photographs for stucco wall repair quotes from MD Smith Construction pertaining to Welch residence. General assignment internal coordination to include tracking received contractor quotes and quotes still remaining. Phone call with Attorney Matthew Davis to discuss claims and repair quotes. Phone call with MD Smith Construction to discuss stucco repair and painting quote on the Welch wall. (6/5, 6/6, 6/7, 6/10, 6/11)</td>
<td>250.00</td>
<td>1,312.50</td>
</tr>
<tr>
<td>3</td>
<td>Principal Engineer: Nargi (5632 Skimmer Drive) Claim: Site visit to Nargi to meet with RL Aluminum contractor to review pool cage cable repair work. Portal-to-portal travel. Post-process data and review site photographs. Review contractor quotes and send summary email to Attorney Matthew Davis (MPD). (6/10, 6/11)</td>
<td>250.00</td>
<td>750.00</td>
</tr>
<tr>
<td>3</td>
<td>Principal Engineer: Welch (413 Islebay Drive) Claim: Site visit to observe stucco concrete masonry wall. Dig hole adjacent to wall to determine if a concrete foundation was present. Foundation observed. Phone call with Casey Messer (Helicon) to discuss foundation repair work. Assess cracks and take field measurements of walls. Post-process data and review site photographs. Review contractor quotes and send summary email to Attorney Matthew Davis (MPD). (6/10, 6/11)</td>
<td>250.00</td>
<td>750.00</td>
</tr>
</tbody>
</table>

Total

Balance Due

Thank you for your business. Call if you have questions.
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage: Nargi (5632 Skimmer Drive) &amp; Welch (413 Islebay Drive) Claims: 100 miles round trip x 0.60. (5/7, 6/10)</td>
<td>1</td>
<td>60.00</td>
<td>60.00</td>
</tr>
<tr>
<td>Administrative: General administrative assistance. Project scheduling and coordination. Administrative, file handling and processing. (4/30, 5/1, 5/7, 5/8, 5/20, 6/4, 6/5, 6/6, 6/7, 6/10, 6/11)</td>
<td>5.25</td>
<td>65.00</td>
<td>341.25</td>
</tr>
<tr>
<td>Tolls: Nargi (5632 Skimmer Drive) &amp; Welch (413 Islebay Drive) Claims: (5/7, 6/10)</td>
<td>1</td>
<td>8.54</td>
<td>8.54</td>
</tr>
</tbody>
</table>

**Total** $5,134.79

**Balance Due** $5,134.79

Thank you for your business. Call if you have questions.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: June 13, 2019
PAYEE: Hecker Construction Company, Inc.
ADDRESS: PO BOX 989
Ruskin, FL 33575

REQUISITION NO. MP 160
AMOUNT DUE: $51,240.28
FUND: Seawall Operating Account

DESCRIPTION: Pay App #1 for Master Seawall Project – Mira Bay Emergency 197

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Seawall Operating Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature]
CHAIRMAN or VICE-CHAIRMAN
6/18/19

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
Hecker Construction Company, Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (CONTRACTOR): Harbor Bay Community Development District
12750 Citrus Park Lane, Suite 115
Tampa, Fl. 33625

PROJECT: Mira Bay Emergency 167
5705 Sea Turtle
524 & 526 Isle Bay

ENGINEER: Cardno

APPLICATION NO: 1
PERIOD FROM: 4/15/2019
PERIOD TO: 6/7/2019

APPLICATION AND CERTIFICATE FOR PAYMENT

DATE: 6/7/2019

CONTRACT DATE: 3/29/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

<table>
<thead>
<tr>
<th>Change Orders approved in previous months by Owner</th>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved this Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number  Date Approved</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change Order 1 - Sheeting</td>
<td>($29,040.73)</td>
<td>($29,040.73)</td>
</tr>
<tr>
<td>Change Order 2</td>
<td>$0.00</td>
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<tr>
<td>Change Order 3</td>
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<tr>
<td>Change Order 4</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>($29,040.73)</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Net change by Change Orders ($29,040.73)

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ................................................................. 136,915.00
2. Net change by Change Orders .................................................. ($26,040.73)
3. CONTRACT SUM TO DATE (LINE 1 + LINE 2) ........................................ 110,874.27
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .................... 53,937.14
5. RETAINAGE: 5% of contract sum ...................................................... 2,998.86
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) .................. 51,240.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 51,240.28
8. CURRENT CERTIFICATE ........................................................................ 51,240.28
9. Prepayment Adjustment .................................................................... 51,240.28
10. CURRENT PAYMENT NOW DUE...............

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hecker Construction Company, Inc.

By _______________________________ 6/7/2019

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Owner certifies that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $51,240.28

(Attach explanation if amount certified differs from the amount applied for)

By _______________________________ Date 6/10/2019

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPL. PREV. APPL.</th>
<th>WORK COMPL. THIS APPL.</th>
<th>TOTAL COMPLETE TO DATE</th>
<th>% COMP</th>
<th>BALANCE REMAINING</th>
<th>RETAINAGE</th>
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</tr>
<tr>
<td></td>
<td><em><strong>GRAND TOTALS</strong></em></td>
<td>107,874.27</td>
<td>-</td>
<td>$53,937.14</td>
<td>$63,937.14</td>
<td>50%</td>
<td>$53,937.14</td>
<td>2,896.86</td>
</tr>
</tbody>
</table>

CONTRACTOR: Hecktor Construction Company, Inc.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

REQUISITION FOR PAYMENT

SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: June 13, 2019

PAYEE: Hopping Green & Sams

ADDRESS: 119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314

REQUISITION NO. MP 161

AMOUNT DUE: $3,740.50

FUND: Seawall Operating Account

DESCRIPTION: Invoice # 107805 for Seawall Stabilization Project – Services through 04/30/19

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Seawall Operating Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

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HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature] 6/18/17

CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
Hopping Green & Sams
Attorneys and Counselors
119 S. Monroe Street, Ste. 300
P.O. Box 6326
Tallahassee, Fl. 32314
850.222.7500

=================================== STATEMENT =================================

May 31, 2019

Bill Number 107805
Billed through 04/30/2019

Harbor Bay Community Development District
Joe Roethke
9428 Camden Field Parkway
Riverview, FL 33578

Seawall Stabilization Project
HBCDD 00109 MCE

FOR PROFESSIONAL SERVICES RENDERED

04/01/19  MGC  Prepare change order no. 2 regarding emergency seawall contract; forward same to Gamache; confer with Gamache regarding same and new emergency seawall contract issues; review revised technical specifications document regarding trigger date; revise and assemble new seawall contract documents; confer with vendor regarding need for cost of issuance update. 3.60 hrs

04/02/19  MGC  Confer with Gamache regarding vendor’s requested change order and revised proposal for 3 lots. 0.60 hrs

04/03/19  MGC  Confer with Gamache regarding revised proposal for additional seawall emergency work; confer with vendor regarding cost of issuance for FRP direct purchase. 0.20 hrs

04/04/19  MGC  Review cost of issuance from Everlast; review and assemble contract documents; confer with Hecker; confer with Gamache regarding same. 1.30 hrs

04/05/19  MGC  Confer with Hecker’s office regarding emergency repair contract for three lots. 0.10 hrs

04/08/19  MGC  Confer with Gamache regarding status of emergency seawall repair contracts. 0.20 hrs

04/09/19  MGC  Confer with Hecker regarding finalization of change order for original seawall repair contract and new seawall repair contract. 0.80 hrs

04/10/19  MCE  Confer with Woodcock. 0.20 hrs

04/10/19  MGC  Forward certificate of entitlement regarding new seawall repair contract to district manager; confer with same; forward updated cost of issuances to Carreira; review outstanding items regarding new seawall repair contract execution. 0.50 hrs

04/11/19  MCE  Confer with Lockom; confer with Carreira. 0.20 hrs

04/15/19  MGC  Review, assemble, and distribute seawall repair contract for additional repairs; confer with Gamache regarding seawall repair contract for additional repairs and reconnection of docking facility utilities. 1.80 hrs

04/18/19  MGC  Confer with vendor’s office regarding sheet pile order for additional three lots. 0.20 hrs
04/22/19  MGC  Attempt to contact vendor regarding estimated delivery date for seawall repair contract (additional three lots).  0.10 hrs
04/23/19  APA  Update seawall contract with executed change order no. 2.  0.40 hrs
04/23/19  MCE  Confer with Carreja; confer with Curley.  0.30 hrs
04/23/19  MGC  Confer with Hecker regarding status of FRP sheet pile order for seawall repair contract (additional lots).  0.10 hrs
04/24/19  MCE  Confer with Sealy; prepare approach to seawall reconstruction financing.  0.50 hrs
04/24/19  MGC  Review e-mail regarding options in seawall repair contracting.  0.10 hrs
04/27/19  MCE  Provide information and specifications to other potential contractors.  0.70 hrs
04/29/19  MGC  Confer with Gamache regarding status of FRP purchase order for seawall repair contract (197 LF); identify and forward relevant documents to Gamache.  0.30 hrs

Total fees for this matter  $3,740.50

MATTERT SUMMARY

Papp, Annie M. - Paralegal  0.40 hrs  135 /hr  $54.00
Eckert, Michael C.  1.90 hrs  325 /hr  $617.50
Collazo, Mike  9.90 hrs  310 /hr  $3,069.00

TOTAL FEES  $3,740.50

TOTAL CHARGES FOR THIS MATTER  $3,740.50

BILLING SUMMARY

Papp, Annie M. - Paralegal  0.40 hrs  135 /hr  $54.00
Eckert, Michael C.  1.90 hrs  325 /hr  $617.50
Collazo, Mike  9.90 hrs  310 /hr  $3,069.00

TOTAL FEES  $3,740.50

TOTAL CHARGES FOR THIS BILL  $3,740.50

Please include the bill number on your check.

Date Rec'd Rizzetta & Co., Inc.  JUN 05 2019
D/M approval Date
Date entered
Fund GL OC
Check #
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: June 13, 2019
PAYEE: Mills Paskert Divers
ADDRESS: 100 N. Tampa Street
          Suite 3700
          Tampa, FL 33602

REQUISITION NO. MP 162
AMOUNT DUE: $1,033.75
FUND: Seawall Operating Account

DESCRIPTION: Invoice #’s 45186 & 45187 for Resident Litigation – Services through 05/31/19

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Seawall Operating Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

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HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature] 1/16/19
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature] 1/16/19
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
June 7, 2019  
Invoice #: 45186  
Tax ID: 74-3029197  
Page: 1  
TGT / 117210

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT  
Harbor Bay Community Development District  
12750 Citrus Park Lane, Suite 115  
Tampa, FL 33625  
Attention: Mr. Joseph Roethke, District Manager

Re: Harbor Bay Community Development District

<table>
<thead>
<tr>
<th>Date</th>
<th>Atty</th>
<th>Description of Services</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/01/19</td>
<td>TGT</td>
<td>Corresponded with counsel for COA regarding 5/20 meeting.</td>
<td>0.20</td>
<td>60.00</td>
</tr>
<tr>
<td>05/02/19</td>
<td>TGT</td>
<td>Analyzed tentative 5/18 agenda.</td>
<td>0.40</td>
<td>120.00</td>
</tr>
<tr>
<td>05/02/19</td>
<td>MGD</td>
<td>Receipt and review of ACP proposals (2/2018 and 4/2019) and MPD claim memo upon receipt of Mr. Oliszewski’s e-mail seeking additional funds.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>05/07/19</td>
<td>MGD</td>
<td>Prepare and send e-mails to Messrs. Curley, Lockom and Roethke regarding Oliszewski and 41 Cornerstone claims.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>05/08/19</td>
<td>MGD</td>
<td>Phone call with Steve Lockom regarding Oliszewski and Cornerstone claims.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td>05/08/19</td>
<td>MGD</td>
<td>Receipt and review of claims spreadsheet from Mr. Roethke as well as ACP proposals from Oliszewski to prepare for call with Mr. Lockom.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td>05/09/19</td>
<td>MGD</td>
<td>Phone call with Mr. Curley regarding response to requests to bring old claims back before the board.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td>05/09/19</td>
<td>MGD</td>
<td>Prepare and send e-mail to Board regarding re-visiting upland claims already approved.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>05/11/19</td>
<td>MGD</td>
<td>Prepare e-mail to Stephanie Law responding to request to re-evaluate claim.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>05/14/19</td>
<td>MGD</td>
<td>(Heinze) Receipt and review of claim from Mr. Roethke, review docs to confirm completeness and insurance policy for coverage, update spreadsheet and confirm completeness with Mr. Roethke and Mr. Gamache.</td>
<td>1.00</td>
<td>250.00</td>
</tr>
<tr>
<td>05/15/19</td>
<td>MGD</td>
<td>Prepare and send e-mail to Mr. Curley regarding status of</td>
<td>0.10</td>
<td>25.00</td>
</tr>
</tbody>
</table>
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT  
June 07, 2019  

<table>
<thead>
<tr>
<th>Date</th>
<th>Person</th>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/15/19</td>
<td>MGD</td>
<td>(Oliszewski) Receipt, review and response to Mr. Bott's e-mail regarding ACP scope.</td>
<td>0.10</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>05/17/19</td>
<td>TGT</td>
<td>Corresponded with Mr. Roethke regarding matter; meeting follow-up.</td>
<td>0.10</td>
<td>30.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total Professional Services:** 3.60  $935.00

**TIMEKEEPER SUMMARY**

<table>
<thead>
<tr>
<th>Person</th>
<th>Level</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TGT</td>
<td>Ty G Thompson</td>
<td>0.70</td>
<td>$300.00</td>
<td>$210.00</td>
</tr>
<tr>
<td>MGD</td>
<td>Matthew G Davis</td>
<td>2.90</td>
<td>$250.00</td>
<td>$725.00</td>
</tr>
</tbody>
</table>

**DISBURSEMENTS**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/07/19</td>
<td>Photocopies (8 @ 0.25)</td>
<td>2.00</td>
</tr>
<tr>
<td>05/07/19</td>
<td>Photocopies (13 @ 0.25)</td>
<td>3.25</td>
</tr>
<tr>
<td>05/14/19</td>
<td>Photocopies (74 @ 0.25)</td>
<td>18.50</td>
</tr>
</tbody>
</table>

**Total Disbursements:** $23.75
Totals for This Invoice

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees for Professional Services</td>
<td>$935.00</td>
</tr>
<tr>
<td>Disbursements</td>
<td>$23.75</td>
</tr>
<tr>
<td>TOTAL THIS INVOICE</td>
<td>$958.75</td>
</tr>
</tbody>
</table>

Payment is Due Within 30 Days of This Invoice Date
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT  
Harbor Bay Community Development District Board of Supervisors  
12750 Citrus Park Lane, Suite 115  
Tampa, FL 33625  
Attention: Mr. Joseph Roethke, District Manager

Re: HBCDD - Oliszewski Claim

<table>
<thead>
<tr>
<th>Date</th>
<th>Atty</th>
<th>Description of Services</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/13/19</td>
<td>MGD</td>
<td>(Oliszewski) Review previous correspondence and proposals from Burby and prepare and send e-mail to Burby requesting review of new ACP proposal.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
</tbody>
</table>

Timekeeper Summary

<table>
<thead>
<tr>
<th>Person</th>
<th>Level</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MGD</td>
<td>Partner</td>
<td>0.30</td>
<td>$250.00</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

June 7, 2019  
Invoice #: 45187  
Tax ID: 74-3029197  
Page: 1  
TGT / 116034
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees for Professional Services</td>
<td>$75.00</td>
</tr>
<tr>
<td>TOTAL THIS INVOICE</td>
<td>$75.00</td>
</tr>
<tr>
<td>TOTAL DUE TO DATE</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

Payment is Due Within 30 Days of This Invoice Date
Tab 33
MONTHLY SUMMARY REPORT

July, 2019
Submitted by:
Ashley Adkins, Club Manager
Holly Faldetta, Activities Director
Jen Ashley, Café Manager
Amy Gallogy, Corporate Operations Direction
# MAY FINANCIALS

## KEY STATISTICS
### MAY 2019

<table>
<thead>
<tr>
<th>AREA</th>
<th>ACTUAL</th>
<th>BUDGET</th>
<th>VARIANCE</th>
<th>ACTUAL YTD</th>
<th>BUDGET YTD</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenues</td>
<td>$ 41,541</td>
<td>$ 34,507</td>
<td>$ 7,033</td>
<td>$ 262,525</td>
<td>$ 276,047</td>
<td>$(13,523)</td>
</tr>
<tr>
<td>Total Cost of Goods</td>
<td>$ 16,049</td>
<td>$ 5,807</td>
<td>$(10,242)</td>
<td>$ 59,683</td>
<td>$ 46,448</td>
<td>$(13,235)</td>
</tr>
<tr>
<td>Total Payroll &amp; Related</td>
<td>$ 62,430</td>
<td>$ 58,976</td>
<td>$(3,454)</td>
<td>$ 432,867</td>
<td>$ 471,797</td>
<td>$(38,928)</td>
</tr>
<tr>
<td>Total Administrative / Operating Expense</td>
<td>$ 17,916</td>
<td>$ 14,013</td>
<td>$(3,901)</td>
<td>$ 113,008</td>
<td>$ 112,118</td>
<td>$(891)</td>
</tr>
<tr>
<td>Excess of Revenues Over</td>
<td>$(54,854)</td>
<td>$(44,289)</td>
<td>$(10,565)</td>
<td>$(343,033)</td>
<td>$(354,316)</td>
<td>$ 11,283</td>
</tr>
</tbody>
</table>

## GALLEY CAFÉ  MAY FINANCIAL BREAKDOWN

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Month Actual</th>
<th>Month Budget</th>
<th>Month Variance</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Sales</td>
<td>8,236</td>
<td>5,199</td>
<td>3,037</td>
<td>46,900</td>
<td>41,588</td>
<td>5,312</td>
</tr>
<tr>
<td>Beverage Sales (Alcohol)</td>
<td>10,960</td>
<td>4,198</td>
<td>6,662</td>
<td>45,857</td>
<td>33,587</td>
<td>12,270</td>
</tr>
<tr>
<td>Beverage Sales (Non-Alcoholic)</td>
<td>1,289</td>
<td>617</td>
<td>672</td>
<td>5,453</td>
<td>4,935</td>
<td>518</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Food</td>
<td>6,978</td>
<td>3,639</td>
<td>$(3,339)</td>
<td>32,680</td>
<td>29,111</td>
<td>$(3,568)</td>
</tr>
<tr>
<td>Beverage (Alcohol)</td>
<td>8,109</td>
<td>1,890</td>
<td>$(6,219)</td>
<td>23,675</td>
<td>15,116</td>
<td>$(8,559)</td>
</tr>
<tr>
<td>Beverage (Non-Alcoholic)</td>
<td>1,160</td>
<td>278</td>
<td>$(882)</td>
<td>3,328</td>
<td>2,221</td>
<td>$(1,108)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Profit</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Food</td>
<td>1,258</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beverage (Alcohol)</td>
<td>2,851</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beverage (Non-Alcoholic)</td>
<td>129</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Profit for May                      | 4,238        |              |                |            |            |              |
FACILITY USAGE
(Also includes Admiral Pointe)

JUNE 2019

- Fitness Center: 19%
- Resort Pool: 63%
- Lagoon Room: 0%
- Outfitters: 0%
- Dockers, Playground & Volley Court: 0%
- Lounge, Café & Promenade: 4%
- Pickleball: 2%
- Basketball: 7%
- Tennis: 2%
- Admiral Pointe: 2%
JUNE GALLEY CAFÉ BEVERAGE REPORT

Beverage Sales by %

- Bottled Beer: 37%
- Liquor: 31%
- Wine: 13%
- Non Alcoholic: 7%
- Smoothies: 6%
- Draft: 3%
- Happy Hour Wine: 2%
- Happy Hour Draft: 1%

Top Sellers

- Smoothies: $668.00
- Non Alcoholic: $734.50
- Wine: $1,404.00
- Liquor: $3,404.75
- Bottled Beer: $4,048.37
MAY GALLEY CAFÉ FOOD REPORT

Food Sales by %

- Sand/Salad/Wrap: 36%
- Kids Meal: 15%
- Ice Cream: 10%
- Quesadilla: 9%
- Flatbread: 8%
- Tater Tot/French Fries: 7%
- Build A Burger: 5%
- Appetizer: 4%
- Snacks: 2%

Top Sellers

- Sand/Salad/Wrap: $3,463.12
- Kids Meal: $1,466.04
- Ice Cream: $1,010.00
- Flatbread: $814.00
- Quesadilla: $840.51
- Tater Tot/French Fries: $650.00
- Build A Burger: $511.88

Monthly Summary Report
# JUNE RECAP

<table>
<thead>
<tr>
<th>PROGRAMS &amp; EVENTS</th>
<th>REGISTRATION #’S 2018</th>
<th>REGISTRATION #’S 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Camp MiraBay</td>
<td>174</td>
<td>86</td>
</tr>
<tr>
<td>Fitness Buddies</td>
<td>177</td>
<td>119</td>
</tr>
<tr>
<td>Music Lessons</td>
<td>21</td>
<td>4</td>
</tr>
<tr>
<td>Victoria’s Dance</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>MiraBay Co-Op</td>
<td>N/A</td>
<td>80+</td>
</tr>
<tr>
<td>Friday Night Poker</td>
<td>15</td>
<td>18</td>
</tr>
<tr>
<td>First Friday</td>
<td>N/A</td>
<td>20</td>
</tr>
<tr>
<td>Summer Kick-off Party</td>
<td>150</td>
<td>110</td>
</tr>
<tr>
<td>Adult Sip ‘N Swim</td>
<td>N/A</td>
<td>40</td>
</tr>
<tr>
<td>Birthday Happy Hour</td>
<td>45</td>
<td>60</td>
</tr>
<tr>
<td>Build-a-burger</td>
<td>46</td>
<td>78</td>
</tr>
<tr>
<td>Dive-in movie</td>
<td>N/A</td>
<td>Rained out</td>
</tr>
<tr>
<td>Fathers Day celebration</td>
<td>25</td>
<td>30</td>
</tr>
<tr>
<td>Jazz by the Lagoon</td>
<td>N/A</td>
<td>74</td>
</tr>
</tbody>
</table>
Residents came to mingle and enjoy a beautiful sunset over the Lagoon. Light snacks and drinks were enjoyed while Chuck Weirich played smooth jazz.
## UPCOMING PROGRAMS & EVENTS FOR JULY

<table>
<thead>
<tr>
<th>UPCOMING PROGRAMS &amp; EVENTS</th>
<th>DATE(S)</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fitness Buddies</td>
<td>Monday-Friday</td>
<td>9am-12pm</td>
</tr>
<tr>
<td>Summer Camp</td>
<td>Monday-Friday</td>
<td>9am-4pm</td>
</tr>
<tr>
<td>Music Lessons</td>
<td>Every Tuesday &amp; Wednesday</td>
<td>Afternoons</td>
</tr>
<tr>
<td>MiraBay Co-Op</td>
<td>Every Tuesday</td>
<td>5pm</td>
</tr>
<tr>
<td>Friday Night Poker</td>
<td>Every Friday</td>
<td>6-9pm</td>
</tr>
<tr>
<td>First Friday</td>
<td>July 5&lt;sup&gt;th&lt;/sup&gt;</td>
<td>6-9pm</td>
</tr>
<tr>
<td>Bike Decorating Party</td>
<td>July 3&lt;sup&gt;rd&lt;/sup&gt;</td>
<td>6-8pm</td>
</tr>
<tr>
<td>Birthday Happy Hour</td>
<td>July 12&lt;sup&gt;th&lt;/sup&gt;</td>
<td>5-9pm</td>
</tr>
<tr>
<td>Build-a-Burger</td>
<td>July 19&lt;sup&gt;th&lt;/sup&gt;</td>
<td>5-8pm</td>
</tr>
<tr>
<td>Dive-in Movie</td>
<td>July 19&lt;sup&gt;th&lt;/sup&gt;</td>
<td>7:30pm</td>
</tr>
<tr>
<td>Adult Sip n Swim</td>
<td>July 29&lt;sup&gt;th&lt;/sup&gt;</td>
<td>7-10pm</td>
</tr>
<tr>
<td>Independence Day Bike Parade</td>
<td>July 4&lt;sup&gt;th&lt;/sup&gt;</td>
<td>11:30am</td>
</tr>
<tr>
<td>Independence day pool party and BBQ</td>
<td>July 4&lt;sup&gt;th&lt;/sup&gt;</td>
<td>12-3pm</td>
</tr>
<tr>
<td>Paradise Party</td>
<td>July 13&lt;sup&gt;th&lt;/sup&gt;</td>
<td>6-9pm</td>
</tr>
<tr>
<td>Parents Night Out</td>
<td>July 26&lt;sup&gt;th&lt;/sup&gt;</td>
<td>6-10pm</td>
</tr>
</tbody>
</table>
WTS corporate, management and staff have been working closely with board liaison, Mr. Lockom on our operations here at the MiraBay Club. We have made several strides in certain areas and will continue to build better lifestyles through our services.

**Galley Café:**
Over the past several months, we have implemented new processes and tightened controls creating success and better margins in the Cafe. Our average food cost YTD is 70% of sales, our average alcohol cost is 46% of sales and our average non-alcohol beverage cost is 61% of sales.

Pool side service: Began this service in May and it is going great. We are receiving positive feedback from residents and it is also helping sales

**Amenity Handbook:** Made changes and updated changes requested by supervisors and sent to counsel for modification.

**Fitness Equipment:** Final contracts were signed on 6/25, final invoice for FitRev sent to Rizzetta on 7/2, final invoice for Precor sent to Ashley on 7/9 but sent back for a minor change on 7/10.

As soon as deposits are received, equipment will be ordered. Lead times are about 10-12 weeks. As soon as FitRev has tracking for all pieces, installation will be scheduled. Install should be completed in one day but scheduling a second day is recommended considering the amount of equipment being replacing/moving.
Tab 34
Club Director Report

MIRABAY
MICHAEL RODRIGUEZ
TO:        Board of Supervisors ("Board")  
Harbor Bay Community Development District ("District")

FROM:      Harbor Bay Club Director

DATE:      July 18, 2019

RE:        June 2019 Club Director Report

Administrative & Operational Points of Interest:
• Wolf Creek Park Shades – Creative Shades has been notified of project approval. Upon execution of
  the contract, they will submit permitting documents with Hillsborough County. Once permits are
  approved by the County, the project will be completed within 30 days. Of note, permits can take up
  to 90 days to be approved.
• Gate slide was fabricated too small. The new gate should be installed by the end of July.
• The FMX software set-up and training continues.
• Vendors we are working with for improvements:
  o Lee T Kim, Jody and Josie for landscaping
  o Premier Technologies for IT
  o HCSO for trespassing, other issues and updates
  o My Flooring Guys for flooring improvements
  o Florida Paint for building paint
  o Gulf Coast Air for A/C issues
  o Vertex for fountain
  o CDS Group for pool bathrooms and guard house doors
  o Bryan Hindman Electric to correct electrical issues created by Capital Land Management
  o Frontier to correct copper issues created by Capital Land Management

Basketball/Tennis Courts/Parks: Vandalism calls - 1
• A root has been discovered that may affect the court. We are working with LTK on a solution and have
  received a quote. We are also working to have the trees trimmed, and the area cleaned up.

Team Current Projects:
• Flooring - Office / Stairwell
• Grounds – Tree Replacements
• Guard House renovations
• Paving - Landscape
• Pool Furniture Wax
• Shade Sails
• Grounds - Power washing
• Grounds - Sidewalk repairs
• Painting - Dock Lights
• Playground equipment
• Pool Bathroom Remodel

Vessels:
• 2018 - 5 remaining
• 2019 - 105 remaining
Voids: 0 in the month of June

Maintenance Completed:

- Painted Docker’s building
- Repaired PA system for café
- Repaired North gate exit
- Installed sink and assembled furniture in Docker’s
- Repaired Docker’s lights
- Replaced safety stainless bolts
- Removed stains from pool deck
- Changed GFCI outlet in café
- Replaced lock at boat launch
- Added water to pool
- Cleaned skimmers
- Cleaned out guard shack
- Changed bridge lights to blue
- Removed Christmas items from guard shack
- Repaired Mirabay flag
- Repaired bird wire on dock
- Painted office mirror
- Repaired bridge lantern
- Repaired threshold in gym/men’s shower
- Met with inspector for dumbwaiter
- Replaced safety outlet in café
- Cleaned fountain
- Void inspections
- Bee and spider elimination in Admiral Pointe
- Repaired Mann’s Harbor water leak
- Repaired GCS lantern
- Drained fountain by clubhouse
- Repaired men’s bathroom door
- Repaired hall way toilet in café
- Repaired Docker’s door
- Cleaned out big fountain
- Replaced toilet in North gate
- Met with Mark Weiss re: pool gate
- Installed new door lock in north guard house
- Put up meeting notices
- Removed palm fronds from pool
- Repaired card reader whole punch
- Changed timer for Park Square
- Installed new hinges in men’s restroom
- Installed new door stopper in men’s bathroom
- Replaced sauna water in gym
- Met with Vertex for fountain
- Void at 5616 Skimmer
- Installed new lock in South gate guard shack
- Worked on gym TV – 5 not working
- Removed trash from pool and clubhouse
- Remounted men’s hair dryer
- Repaired beer cage
- Met with A/C inspector
- Met with Poseidon for pool reading
- Patched hole on Mirabay Blvd
- Repaired electric box silicone
- Corrected light timer/Docker’s
- Boat lift broken/resident – met with vendor and resident
- Fixed back gate by playground
- Repaired hole in drywall
- Removed palm fronds from street/safety hazard
- Installed new grill and sign
- Repaired North gate
- Removed frogs and tree debris from Admiral Pointe pool
- Cleaned all gate scanners
- Applied ant killer in play area near clubhouse
- Replaced water valve at dumpster
- Collected debris after storm
- Collected a lot of garbage in the basketball court
- Counted annuals
- Sprayed weed killer around pool and walkways
- Reinstalled ADA dome in Admiral Pointe
- Cleaned out coca cola machine in café
- Installed new door stop on ladies door in gym
- Met with Leland pool for the slide
- Replaced shower at Admiral Pointe
- Repaired swing gate at outfitters
- Changed bulbs under walkway, by flag and in landscaping
- Assembled Billy Goat
- Reattached basketball court wind screens
- Met with Envera at Admiral Pointe for door

- Trimmed oak trees
- Met with Fire inspector
- Moved yellow barrels from Park Square area
- Unclogged toilet in hall bathroom
- Installed new freezer in café
- Sea Crest inspection for water runoff
- Removed dead raccoon from trap
- Met with Gasmaster
- Remediated yellow jackets by pool, tennis court and Wolf Creek Park
- Installed new LED emergency lighting fixture
- Remediated fire ants by pool
- Power washed boat lift
- Repaired Outfitters sign
- Repaired boat light
- Replaced l lights around pool
- Retrieved boat out of lagoon
- Repaired women’s restroom toilet
Tab 35
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 [X] Boat Lift OR [ ] Other (Specify here: ___________), at the following location:

5321 Loon Nest Ct

Apollo Beach, FL 33572

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's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plan ("Dock Plan") and Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time). 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 jroethke@rizzetta.com, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, (813)933-5571. 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.

I understand and agree as follows:

a) I have reviewed the Dock Plan 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 Dock Plan; 2) the type of dock I propose is shown on the 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 its sole discretion. The submission of this form to the District shall operate as the applicant’s absolute consent to this potential revocation or 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 property violates any of the requirements, or violates any other rules or guidelines governing dock installations, 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 as remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not 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

Property Owner Name: Andrew Borsa
Address: 5321 Loon Nest Ct
City / State / Zip: Apollo Beach, FL 33572
Phone Number: 813 727-9779

Contractor Signature

Contractor Name: Bican Hecker
Address: PO Box 989
City / State / Zip: Ruskin, FL 33573
Phone Number: 813-236-9306

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit in 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 the information you submit to us. 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.
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 not limited to imposition of a reasonable fine pursuant to the CDD’s rules and policies, as may be amended from time to time.

<table>
<thead>
<tr>
<th>Property Owner Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Owner Name: Andrew Bornstein</td>
</tr>
<tr>
<td>Date: 7/4/19</td>
</tr>
<tr>
<td>Address: 5321 Loon Nest Ct</td>
</tr>
<tr>
<td>City / State / Zip: Apollo Beach, FL 33572</td>
</tr>
<tr>
<td>Phone Number: 813 727-9779</td>
</tr>
</tbody>
</table>

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

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 the information you submit to us. 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]
1) Brief description of work to be performed
   a) Lift
   b) Dock
   c) Dock Accessory
   d) Other

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

3) All applications must include all items required; 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 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 contracts 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 with express written approval regardless of circumstances will be a violation of the
    CDD’s rules and policies and any such unapproved structure will be subject to removable at owner’s
    expense, together with any other rights and remedies available at law.
All lots that are shown on the MiraBay Master Dock Plan (a copy of which is available for review from the District Manager) with a dock will be eligible for a dock, subject to any applicable regulatory restrictions. You may request an Improvement Application Form by contacting:

Harbor Bay CDD District Manager
c/o Rizzetta & Company, Inc.
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

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 Certificate. The Insurance Certificate 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 contractor on application must match 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 Rizzetta & Company, Inc. 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*
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
- Weather Proof 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

Note: All pilings must be vinyl wrapped.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625
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 canyon wall (aka seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Name(s) ____________________________

Street Address: 5321 Loon Nest Ct
City, State and Zip Code: Apollo Beach, FL 33672
Phone Number: 813 727-9779
Tax Folio Number: 542341024

Owner Name and License Number ________________________

Contractor Name and License Number ________________________

Contractor Phone Number: 813-236-9306

Add Certificate of Insurance from Contractor

Expected Start Date: ____________________________

Expected Completion Date: ____________________________

his Canal Wall Connection Application, as well as the attached License Agreement (Personal Watercraft Lift), is signed by all parties named as grantees or transferees in the most recent deed or other conveyance instrument recorded 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: __________

Owner Signature ____________________________ Date: __________

Office Use Only

PROVED ___ DISAPPROVED ___

Explanation for Disapproval (if applicable): ____________________________

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information submitted 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 the information you submit to us. 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.

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 __4th___ day of __July___, 20__19__, 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

Andrew Bornstein and Shannon Bornstein (together, "Owner"), the fee simple owners of the "Property" identified as:

Lot 39 Block 5, as per the plat ("Plat") identified as Mira Bay 3C-1, and recorded in Plat Book 102 Pages 164 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
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 set back 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.
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]
Witnesses:

By: Connor Bornstein
Print Name

By: Sylvia Guel
Print Name

Owner

By: Andrew Bornstein

STATE OF FLORIDA  )

COUNTY OF Hillsborough  )

The foregoing instrument was acknowledged before me this 4th day of July, 2009, by Andrew Bornstein, He/she [ ] is personally known to me or [ ] produced as identification.

Giovana Mayla
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GQ275619
Expires 11/14/2022

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

[Signatures continue on following page]
Witnesses:
By: 
  Sylvia Guadal
Print Name

By: 
  Connor Bornstein
Print Name

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 4th day of July, 2019, by Shannon Bornstein. He/she [ ] is personally known to me or [X] produced as identification.

Giovana Mayta
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG278919
Expires 11/14/2022

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

[Signatures continue on following page]
Witnesses:

Harbor Bay Community Development District

By: ____________________________

_______________________________
Print Name

By: ____________________________

_______________________________
Print Name

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]
RECOMMENDATION OF DISTRICT ENGINEER:

[ ] RECOMMEND APPROVAL, contingent on: __________________________

[ ] RECOMMEND DENIAL because __________________________

CDD BOARD APPROVAL:

[ ] APPROVED, contingent on: __________________________

[ ] DENIED because __________________________

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).
Tab 36
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:

719 Isla Bay Blvd.

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’s review of the plans for the Improvements is limited to a determination of whether the improvements are consistent with the Master Dock Plan ("Dock Plan") and Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time). 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 jroethke@rizzetta.com, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, (813)933-5571. 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.

I understand and agree as follows:

a) I have reviewed the Dock Plan 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 Dock Plan, 2) the type of dock I propose is shown on the 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 not 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: J. Casey Flynn
Property Owner Name: J. Casey Flynn Date: 18 Jun 19
Address: 719 Islebay Dr
City / State / Zip: Apollo Beach, FL 33572
Phone Number: 726-999-8160

Contractor Signature: 
Contractor Name: Brian Hecker HECKER CONSTRUCTION COMPANY Date: 6/24/2019
Address: 12619 US Hwy 41 S.
City / State / Zip: Gibsonton, FL 33534
Phone Number: 813-294-1370

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 the information you submit to us. 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]
Exhibit 1

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625
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>
<thead>
<tr>
<th>Owner(s) Name(s)</th>
<th>Cary Flynn</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Street Address</td>
<td>719 Isenhour Bend</td>
</tr>
<tr>
<td>City, State and Zip Code</td>
<td>Apollo Beach, Fl. 33572</td>
</tr>
<tr>
<td>Phone Number</td>
<td>206-999-8100</td>
</tr>
<tr>
<td>Lot Tax Folio Number</td>
<td></td>
</tr>
</tbody>
</table>

For Lifts being installed, please identify:

<table>
<thead>
<tr>
<th>Contractor Name and License Number</th>
<th>Brain Decker / Decker Construction Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Phone Number</td>
<td>813-236-9306</td>
</tr>
</tbody>
</table>

(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 recorded 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: 15 JUN 19

Co-Owner Signature: ________________________  Date: ________________________

Received by: ________________________

Harbor Bay Community Development District

For Office Use Only

APPROVED ___  DISAPPROVED ___

Explanation for Disapproval (if applicable):

PRIVATE 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 the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your record may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)
**RECOMMENDATION OF DISTRICT ENGINEER:**

[ ] RECOMMEND APPROVAL, contingent on: **Approved as submitted**

__________________________________________________________________________

[ ] RECOMMEND DENIAL because

__________________________________________________________________________

**CDD BOARD APPROVAL:**

[ ] APPROVED, contingent on: _____________________________________________

__________________________________________________________________________

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 required; 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 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 contracts 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 with express written approval regardless of circumstances will be a violation of the CDD's rules and policies and any such unapproved structure will be subject to removable at owner's expense, together with any other rights and remedies available at law.
IMPROVEMENT APPLICATION PROCEDURE FOR BOAT LIFTS

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

Harbor Bay CDD District Manager
c/o Rizzetta & Company, Inc.
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

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 Certificate. The Insurance Certificate 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 contractor on application must match 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 Rizzetta & Company, Inc. 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
- Weather Proof 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

Note: All pilings must be vinyl wrapped.
LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)

This License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of this 26 day of June, 2019, 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

Curry Flynn and 719 Islebay
(together, "Owners"), the fee simple owners of the "Property" identified as:

Lot 6, Block 35, as per the plat ("Plat") identified as MiraBay Phase 3 B-2 and recorded in Plat Book 98, Pages 5-14, 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]
[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:
By:  

Print Name

By:  

Print Name

Owner
By:  

Print Name

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 26 day of June, 2019, by

[ ] is personally known to me or [ ] produced

as identification.

LAURA H. FORTNER
NOTARY PUBLIC

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

[Signatures continue on following page]
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: ___________________________  By: ___________________________

Scott Kane  \(\times\)  Cary Flynn

Print Name

By: ___________________________

Eric Shaffer

Print Name

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 26 day of June, 2017, by Cary Flynn. He/She [ ] is personally known to me or [ ] produced as identification.

Laura H. Fortner

NOTARY PUBLIC

[Signatures continue on following page]
Proposed PWC Lift
Flynn Res.
#719 Islebay Dr.

- Existing boat lift
- Existing Dock 30' Long
- All planks to be 10' dia.
  pvc wrapped (black)
- Proposed 1.5k pwc lift
- Existing seawall

---

PL
N.T.S.
Up-N-Over Direct Drive PWC Lift

Boat Lift US now introduces the 1500 pound capacity Direct Drive Up-N-Over! Staying with the same high quality aluminum and craftsmanship of the No-Weld Aluminum Boat Lift U.S. manufacturing.

1500LB Capacity — $2450
Specifications and Features

Every Boat Lift U.S. boatlift is equipped with these standard features:

Enclosed Motors
Available in Stainless or Painted

6061-T6 Aluminum Construction

Machine Grooved Aluminum Cable Winder
Protects the drive shaft and winds the cable without overlap.

Aluminum Bunks
Without wood, nothing floats. There is also no carpet to replace.

No Weld Construction
Welds weaken structural aluminum, so why weld? None of our lifts are welded, so you know they are strong.

Back Plates or Gearbox™
All very reliable.

Structural Aluminum Bearings
Not just attached to the top beams.

All Bearings offer Grease Fittings
Others use nylatron or other plastics, which can swell or break down in humid environments. We don't. We use greased aluminum bearings. They won't rust, they won't break down, and they won't swell.

Cradle Ends with Solid Extruded Sheave Enclosure
Not welded onto or into cradle I-beam.

Specifications for specific classes of lifts:

### Boat Lift 8,000# capacity

| Top Beams | 12' 6" |
| Bottom Cradle | 11' |
| Motor/Drive | (2) 3/4 HP DRIVES @ 120-240V 13.77/6.61 amps Stainless Steel |
| Bunks | 11" Aluminum |
| Cables | (4) 5/16" SS x 31'; 7 x 19 SSAC cables, with grooved cable winders |

### Boat Lift 10,000# capacity

| Top Beams | 12' 6" |
| Bottom Cradle | 12' 6" |
| Motor/Drive | (2) 3/4 HP DRIVES @ 120-240V 13.77/6.61 amps Stainless Steel |
| Bunks | 12" Aluminum |
| Cables | (4) 5/16" SS x 31'; 7 x 19 SSAC cables, with grooved cable winders |

### Boat Lift 13,000# capacity

<p>| Top Beams | 12' 6&quot; |
| Bottom Cradle | 12' 6&quot; |
| Motor/Drive | (2) 1 HP DRIVES @ 120-240V 13.77/6.61 amps Stainless Steel |
| Bunks | 12&quot; Aluminum |
| Cables | (4) 5/16&quot; SS x 31'; 7 x 19 SSAC cables, with grooved cable winders |</p>
<table>
<thead>
<tr>
<th>Spec Number</th>
<th>Capacity</th>
<th>Description</th>
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<tbody>
<tr>
<td>Boat Lift 16,000# capacity (4 Piling)</td>
<td></td>
<td>Top Beams: 12'6&quot;&lt;br&gt;Bottom Cradle: 14' &lt;br&gt;Motor/Drive: (2) 1 HP DRIVES @ 240V 7.14 amps Stainless Steel Motors &lt;br&gt;Bunks: 12' Aluminum &lt;br&gt;Cables: (4) 5/16&quot; SS x 31'; 7 x 19 SSAC cables, with grooved cable winders</td>
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<tr>
<td>Boat Lift 16,000# capacity (6 Piling)</td>
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<td>Top Beams: 15' &lt;br&gt;Bottom Cradle: 16' &lt;br&gt;Motor/Drive: (2) 1 1/2 HP DRIVES @ 240V 8.71 amps Stainless Steel Motors &lt;br&gt;Bunks: 16' Heavy Duty Aluminum &lt;br&gt;Cables: (4) 5/16&quot; SS x 31'; 7 x 19 SSAC cables, with grooved cable winders</td>
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<td>Boat Lift 20,000# capacity</td>
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<td>Top Beams: 15' &lt;br&gt;Bottom Cradle: 16' &lt;br&gt;Motor/Drive: (2) 1 1/2 HP DRIVES @ 240V 8.71 amps Stainless Steel Motors &lt;br&gt;Bunks: 16' Heavy Duty Aluminum &lt;br&gt;Cables: (4) 3/8&quot; SS x 31'; 7 x 19 SSAC cables, with grooved cable winders</td>
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<tr>
<td>Boat Lift 24,000# capacity</td>
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<td>Top Beams: 15' &lt;br&gt;Bottom Cradle: 16' &lt;br&gt;Motor/Drive: (2) 1 1/2 HP DRIVES @ 240V 8.71 amps Stainless Steel Motors &lt;br&gt;Bunks: 16' Heavy Duty Aluminum &lt;br&gt;Cables: (4) 3/8&quot; SS x 31'; 7 x 19 SSAC cables, with grooved cable winders</td>
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<td>Boat Lift 27,000# capacity</td>
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<td>Top Beams: 15' &lt;br&gt;Bottom Cradle: 16' &lt;br&gt;Motor/Drive: (2) 1 1/2 HP DRIVES @ 240V 8.71 amps Stainless Steel Motors &lt;br&gt;Bunks: 16' Heavy Duty Aluminum &lt;br&gt;Cables: (4) 3/8&quot; SS x 31'; 7 x 19 SSAC cables, with grooved cable winders</td>
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<td>Boat Lift 35,000# capacity</td>
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<td>Twin Top Beams: 6' &lt;br&gt;Bottom Cradle: 18' &lt;br&gt;Motor/Drive: (4) 1 HP DRIVES @ 240V 8.71 amps Stainless Steel Motors &lt;br&gt;Bunks: 16' Heavy Duty Aluminum &lt;br&gt;Cables: (4) 3/8&quot; SS x 31'; 7 x 19 SSAC cables with grooved cable winders</td>
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<td>Boat Lift 40,000# capacity</td>
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<td>Twin Top Beams: 6' &lt;br&gt;Bottom Cradle: 18' &lt;br&gt;Motor/Drive: (4) 1 1/2 HP DRIVES @ 240V 8.71 amps Stainless Steel Motors &lt;br&gt;Bunks: 4 x 7' Heavy Duty Aluminum &lt;br&gt;Cables: (4) 3/8&quot; SS x 31'; 7 x 19 SSAC cables with grooved cable winders</td>
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**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER:**
The Hilb Group of Florida, LLC
1345 S Missouri Ave
Clearwater FL 33756-8533

**INSURED:**
Hecker Construction Company, Inc.
P.O. Box 989
Rusk FL 33575

**CONTACT:**

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<th>NAME</th>
<th>Phone (Inc., No. Ext.)</th>
<th>Fax (Inc., No.)</th>
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<tr>
<td>Danielle Aviles</td>
<td>813-636-4000</td>
<td>813-281-1086</td>
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**INSCRIBER AFFORDING COVERAGE:**

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**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

WORKERS' COMPENSATION INSURANCE POLICY INCLUDES UNITED STATES, LONGSHORE & HARBOR WORKERS' COMPENSATION ACT COVERAGE. P&I COVERAGE INCLUDES CREW MEMBERS FOR JONES ACT.

**FULL CERTIFICATE HOLDER LIST:**

- Harbor Bay CDD
- Cardno, Inc.
- Park Square Enterprises, LLC
- See Attached...

**CERTIFICATE HOLDER:**
Harbor Bay Community Development District
c/o Rizzetta & Company
12750 Citrus Park Lane, Ste 115
Tampa FL 33625

**CANCELLATION:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION.

**AUTHORIZED REPRESENTATIVE:**

© 1988-2015 ACORD CORPORATION. All rights reserved.
<table>
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<tr>
<th>AGENCY</th>
<th>Hecker Construction Company, Inc.</th>
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<tbody>
<tr>
<td>The Hill Group of Florida, LLC</td>
<td>P.O. Box 989</td>
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<td>Ruskin FL 33575</td>
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**ADDITIONAL REMARKS**

This Additional Remarks Form is a Schedule to ACORD Form, Certificate of Liability Insurance.

Harbor Bay CDD, Cardno, Inc., Park Square Enterprises, LLC, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals are included as Additional Insureds with respect to commercial general liability and automobile liability. The umbrella policy is this form. A waiver of subrogation applies in favor of the Additional Insureds with respect to worker's compensation, commercial general liability and automobile liability.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Do not alter this document in any form.

Always verify licenses online at MyFloridaLicensesc.com

EXPIRATION DATE: AUGUST 31, 2020
LICENSE NUMBER: CCCL522930

FL 33534
12619 S HIGHWAY 41
HECKER CONSTRUCTION CO., INC.
GRANOVITZ, VIC

PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
THE GENERAL CONTRACTOR HEREBIN IS CERTIFIED UNDER THE
CONSTRUCTION INDUSTRY LICENSING BOARD

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
STATE OF FLORIDA

JONATHAN ZACHARY, SECRETARY
RICK SCOTT, GOVERNOR