

**South Bay  
Community Development District**

**July 9, 2025**

**REVISED AGENDA PACKAGE**

**Teams Information**

**Call In Number: 247 976 693 148    Meeting ID: qB7FB2WN**

**[Join the meeting now](#)**

# South Bay Community Development District

## Board of Supervisors

Ian Brown, Chairperson  
 Scott Campbell, Vice Chairperson  
 Mary Madden, Assistant Secretary  
 Stephen Herrera, Assistant Secretary  
 John Aldrich, Supervisor

Christina Newsome, District Manager  
 David Smith, District Counsel  
 Rick, Brylanski, District Engineer

## Revised Regular Meeting Agenda

Wednesday, July 9, 2025 – 1:00 p.m.

### Teams Meeting Information

Meeting ID: 247 976 693 148

Passcode: qB7FB2WN

[Join the meeting now](#)

1. **Call to Order and Roll Call**
2. **Audience Comments (Limit of 3 Minutes)**
3. **Staff Reports**
  - A. **District Counsel**
  - B. **District Manager**
  - C. **District Engineer**
    - i. Update on Buoy Permit
    - ii. Update on Lennar Turnover
    - iii. Sea Wall Update
  - D. **District Landscape Update**
4. **Business Items**
  - A. Consideration of Little Harbor Investments, LLC - Suntex Marinas - Encroachment License Agreement Amending Section 8.0 of Rules Relating to Overnight Parking and Parking Enforcement
  - B. Consideration of Little Harbor Investments, LLC – Parking Easement Agreement
  - C. Consideration of Little Harbor Investments, LLC – Anthony Solo
    - i. Request for Preliminary Authorization of sale of CDD-owned land
    - ii. Parking, Utility, and Driveway Approvals
  - D. Consideration of Resolution 2025-03; Amending Rules of Procedure Creating Section 9.0 to Address Developer Cleanup Following Construction Activities
  - E. Update on Sidewalks- Dust Bowl Area
  - F. General Matters of the District
5. **Consent Agenda**
  - A. Review of Approval of the Minutes of June 11, 2025 Meeting (*To be Sent Under Separate Cover*)
  - B. Review of Time Allocation for Sunset Grill, Carpenter, and ASOLO – South Bay
  - C. Review of the May Financial Report
6. **Board of Supervisors’ Request and Comments**
7. **Adjournment**

The CDD Budget Public Hearing is scheduled to be held on Wednesday, August 13, 2025 at 1:00 p.m.

### District Office:

Inframark  
 11555 Heron Bay, Suite 201  
 Coral Springs, Florida, 33076  
 954-603-0033

### Meeting Location:

Little Harbor POA Clubhouse  
 611 Destiny Drive  
 Ruskin, Florida 33570  
<https://www.sbaycdd.org/>

# **Fourth Order of Business**

**4A**

6/18/2025

Southbay Community Development District

To Whom it may concern:

As a stakeholder in the continued success of the restaurant located on the parcel owned and operated by Little Harbor SMI, LLC, I'd like to formally present several challenges our guests are experiencing under the current parking operations. The following outlines the issues, with the intent of collaborating with the District to improve the visitor experience while remaining consistent with public access requirements and the District's management responsibilities.

### **Current Parking Challenges & Proposed Adjustments**

#### **1. Validation Time Limit**

- Issue: The 3-hour limit is insufficient for group dining and private events.
- Proposed Change: Extend validation to 4–5 hours to better match guest needs without enabling long-term storage.

#### **2. Grace Period for Registration**

- Issue: Guests have limited time to register after arriving, which causes stress and confusion.
- Proposed Change: Extend grace period to 15–20 minutes post-entry to allow for a smoother arrival experience.

#### **3. Limited Validation Access**

- Issue: Guests often forget or are unaware of the validation requirement, leading to preventable citations.
- Proposed Change: Allow restaurant staff to assist with validation, or provide a guest-facing QR code or link to streamline compliance.

#### **4. Peak-Hour Parking Availability**

- Issue: During events and busy evenings, guests struggle to find parking close to the restaurant.
- Proposed Change: Designate the upper lot for restaurant guest use during pre-scheduled event periods, with temporarily relaxed enforcement or auto-validation during those windows.

We appreciate the District's past efforts to work with us collaboratively, including under the existing Encroachment License Agreement between the District and Little Harbor SMI, LLC. We see this proposal as an opportunity to further align our operational success with the community's goals, and we welcome continued dialogue with District management and legal counsel to identify an appropriate path forward.

Sincerely,  
Joey Keffler  
Suntex Marinas  
Director of Real Estate

## ENCROACHMENT LICENSE AGREEMENT

THIS ENCROACHMENT LICENSE AGREEMENT (this “**Agreement**”) is made and entered into this 9th day of July, 2025 (“**Effective Date**”), by and between **South Bay Community Development District, an independent special district formed under Chapter 190, Florida Statutes** (the “**Grantor**”), and **Little Harbor SMI, LLC**, a Delaware limited liability company (“**Grantee**”).

### RECITALS

- A. The Grantor was established by Ordinance adopted by the Board of County Commissioners in and for Hillsborough County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida;
- B. Grantor owns that certain parcel of real property, situate in Hillsborough County, Florida, legally described in ***Exhibit A*** hereto (the “**Grantor Parcel**”);
- C. Grantee owns that certain parcel of real property, situate in Hillsborough County, Florida, legally described in ***Exhibit B*** hereto (the “**Grantee Parcel**”);
- D. Grantee owns and operates a restaurant on the Grantee Parcel, and certain improvements of the restaurant structure, including a portion of the structure’s outdoor dining canopied decking area system (the “**Improvements**”) encroach upon the portion of the Grantor Parcel as depicted and described in ***Exhibit C*** hereto (the “**Encroachment Area**”); and
- E. Grantee has requested and Grantor has agreed to grant a license over, upon, and across the Encroachment Area as more particularly described below.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference as a material part of this License.

2. Grant of License; Automatic Termination. Grantor hereby grants to Grantee, its successors and assigns, a non-perpetual license, for a term of fifteen (15) years, provided that: (i) the term shall thereafter automatically renew for consecutive periods of one [1] year each thereafter unless and until terminated by either party by providing notice no later than one hundred eighty [180] days prior to such automatic annual renewal; and (ii) this Agreement shall at all times be subject to early termination as and to the extent set forth Sections 4 and 7. The license granted by this Agreement shall be for purposes of permitting the portion of the Improvements that encroach on the Encroachment Area to remain until this Agreement is terminated as provided herein (the “**License**”). The foregoing License shall be for the benefit of Grantee, its successors and assigns,

and shall be appurtenant to the Grantee Parcel and no use thereof shall be a violation of the Act. Notwithstanding the foregoing, the License, together with all rights, interests, and benefits granted with respect thereto, shall automatically terminate upon Grantee's complete demolition of the restaurant structure in furtherance of any redevelopment or other replacement of the restaurant structure, or the necessity to replace or remove same as a result of a complete casualty loss. Upon such termination, this Agreement shall be of no further force or effect, except for matters that are intended to survive termination herein and Grantee shall, at its sole expense, remove the Improvements from the Encroachment Area and restore the Grantor Parcel in accordance with the terms of Section 4 of this Agreement.

3. Construction and Maintenance; Removal. Grantee shall, at its sole expense, maintain and repair the Improvements in a good and workmanlike manner so that the Encroachment Area is continuously in good condition and repair, ordinary wear and tear, and casualty, excepted, and in accordance with all applicable codes, ordinances, laws and regulations of governmental authorities. Grantee shall also have the right, at any time and at Grantee's sole expense, to remove the Improvements, or any portion thereof, from the Encroachment Area so long as the Grantor Parcel is returned clean and free of debris and any encroaching improvements, and such removal shall result in the automatic termination of the License as set forth in Section 2 of this Agreement.

4. Removal of Improvements. Grantee shall, at Grantee's sole cost, fee and expense remove the Improvements or any portion thereof located in the Encroachment Area within one hundred eighty (180) days following any termination of this Agreement (including, without limitation, pursuant to Section 2 of this Agreement), leaving the Grantor Parcel clean and free of any debris from the removed Improvements. Grantee shall be responsible for restoring the Encroachment Area, including, without limitation, the surface thereof to the condition that existed prior to the use by Grantee of the Encroachment Area, subject to ordinary wear and tear, and casualty excepted.

5. No Mechanics Liens. No Mechanics Liens shall attach to the fee simple property owned by the Grantor. Grantee agrees to execute and record a Memorandum of License Agreement indicating such a prohibition on Mechanics Liens, if Grantor decides such is necessary.

6. Damage to Encroachment Area. In the event that Grantee or its agents, contractors, licensees, or assigns cause damage to the Encroachment Area, or Grantor's adjacent property, Grantee shall, at its sole expense, undertake and complete all necessary repairs in a timely lien free and workmanlike manner, in compliance with all applicable laws, codes, and regulations. If Grantee fails to commence such repairs within thirty (30) days after receiving written notice from Grantor, Grantor may, at its option, perform the necessary repairs in a good and workmanlike manner in accordance with all applicable laws, codes, and regulations. In such event, Grantee shall reimburse Grantor for the actual and reasonable costs incurred in performing the repairs within thirty (30) days after receiving written evidence documenting such costs.

7. Bondholder Rights. The holders of bonds associated with the construction and origination of the South Bay Community Development District have certain rights under the covenants of the bond indenture and in no event shall any provision under this Agreement be in

violation of those rights. If any provision hereunder is found to be or deemed to be in violation of those bondholder rights, it shall immediately be terminated and severed from this Agreement and no longer of any force and effect between the parties hereto.

8. Notices. All notices, requests, demands, or other communications required or permitted by this License shall be in writing and effective when received or refused, and delivery shall be made by registered or certified mail, return receipt requested, postage prepaid, by overnight courier, addressed as follows:

IF TO GRANTOR: Christina Newsome  
Inframark  
2654 Cypress Ridge Blvd.  
Suite 101  
Wesley Chapel, FL 33544

IF TO GRANTEE: Sunset Grill and Beach Bar  
602 Bahia Del Sol Dr.  
Ruskin, FL 33570  
Attn: Manager

And

Suntex Marinas  
17330 Preston Road  
Suite 100C  
Dallas, TX 75252  
Attn: Legal

The foregoing parties to be addressed and their addresses may be changed by the giving of a written notice as provided in this paragraph.

9. Indemnification. Grantee, for itself, its successors and assigns (including, without limitation, any future owner or owners of the Grantee Parcel), hereby covenants and agrees to defend, indemnify, and hold harmless Grantor, and its officers, agents, members, managers, successors and assigns (including, without limitation, any future owner or owners of Grantor's interest in the Grantor Parcel), of and from any and all claims, demands, actions, causes of action, losses, injuries, damages, liability, and costs (including reasonable attorneys' fees), to the extent arising out of or in connection with any exercise of the License rights upon the Grantor Parcel, its successors and assigns, or by any agent, employee, contractor, or invitee of Grantee, its successors and assigns.

Grantee's obligations herein shall include but not be limited to (a) the failure to properly use, occupy, or restore the Grantor Parcel or any part thereof; (b) any negligence on the part of Grantee or any of its agents, servants, employees, licensees or invitees; (c) any failure on the part of Grantee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement, on its part to be performed or complied therewith.



This indemnification shall survive termination of this License and include all costs incurred by the Indemnitees in the enforcement of this Agreement. Grantee further agrees that Grantor shall have no responsibility for the loss or theft of, or damage to, Grantee's and any other of Grantee's personal property brought onto the Grantor Parcel in connection with the purpose of this Agreement.

10. Attorneys' Fees. In connection with any litigation (including appellate proceedings) arising out of or in connection with enforcement, construction, interpretation, or declaration of the rights and liabilities of any party, and their respective successors, and assigns, under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred before, during, or at trial, on appeal or in bankruptcy or reorganization proceedings.

11. Insurance. At all times during the term of this Agreement, Grantee, at its sole expense, shall obtain and keep in force insurance and shall deliver certificates of such insurance to Grantor evidencing commercial general liability insurance coverage in connection with Grantee's use and occupancy of the Encroachment Area, naming Grantor as an additional insured, with single limit coverage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate in the event of any covered claim or personal injury to any number of persons with a deductible in an amount reasonably determined by Grantee.

12. Grantor and Grantee's Authority. Grantor represents and warrants that Grantor is the fee simple owner of record of the Grantor Parcel, including the Encroachment Area and that Grantor has full power and authority to grant to Grantee the rights granted hereunder. Grantee represents and warrants that Grantee is the fee simple owner of record of the Grantee Parcel and that Grantee has full power and authority to bind itself to the covenants set forth in this Agreement.

13. No Dedication for Public Use. Nothing contained herein shall be deemed to be a dedication of any area for public use, and all rights and licenses herein created are private and do not constitute a grant for public use.

14. Permits. Grantee shall obtain and secure and shall be subject to abide by all governmental permits which are required in connection with this Agreement.

15. Condition of Property "As Is". Grantor makes no warranty, whether express or implied, regarding the condition of the Encroachment Area, the safety or the suitability thereof for the use by the Grantee. Grantee shall satisfy itself regarding all such matters, and hereby accepts the condition of the Encroachment Area in AS IS condition, WITH ALL FAULTS.

16. Recording. Neither this instrument, nor any memorandum hereof, shall be recorded in the public records of Hillsborough County, Florida.

17. Entire Agreement. The Agreement contains the entire agreement between the parties hereto and may not be modified in any manner other than in writing signed by the parties hereto.

18. Default and Remedies. In the event of any violation of any provision of this Agreement by a party hereto, the non-defaulting party shall notify the party in default of the fact and nature of the default. The party in default shall have thirty (30) days from receipt of said notice to cure said default, or if such cure cannot reasonably be achieved within said 30-day period, then the defaulting party shall have such additional time as may be reasonably required provided that the defaulting party has initiated pursuit of the cure within said 30-day period and diligently pursued same to completion. In the event the default is not cured within the time required by this section, the non-defaulting party shall be entitled to any and all remedies available at law or in equity, including temporary and/or permanent injunctive relief to enjoin such violation. In addition, no breach of this Agreement by a party shall entitle the non-breaching party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such non-breaching party may have hereunder by reason of any breach of this Agreement.

19. Counterparts. This instrument may be executed in any number of counterparts which, when taken as a whole, will be deemed to constitute one complete original of this Agreement.

20. Modification or Amendment. This Agreement may be modified, supplemented, or terminated only if done by a written instrument signed by the owners of the Grantee Parcel and the Encroachment Area. Any modification, supplement or termination instrument shall take effect only upon full recordation of the same in the Public Records of Hillsborough County, Florida.

21. Binding Effect. The benefits and burdens of the licenses and the obligations of each covenant set forth in this Agreement shall run with the title to each party's interest in the Encroachment Area and shall bind or benefit the parties hereto and their respective heirs, successors, successors in title, legal representatives, successors, and assigns.

22. Severability. The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

23. Governing Law. This Agreement shall be interpreted, construed, and applied under the laws of the State of Florida.

24. Captions. The captions contained herein are for convenience only and shall in no way be deemed to limit, restrict, or otherwise modify the terms of this Agreement.

25. Enforcement. In the event of any violation or threatened violation of the provisions of this Agreement, the aggrieved party shall have the right to seek to enjoin such violation or threatened violation in a court of competent jurisdiction, in addition to any other remedies available at law or in equity, and the prevailing party in any action or proceeding, including, without limitation, reasonable attorney's fees and costs in any trial, appellate, bankruptcy, and post-judgment proceedings.

26. Construction. Each party hereto acknowledges that such party and its legal counsel has had the opportunity to review, negotiate and revise this Agreement and that no provision of this Agreement shall be construed by any court, government, governmental authority or arbitration panel against any party hereto by reason of such party's being deemed to have drafted or structured such provision.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]  
[SIGNATURE PAGES FOLLOW]

[Grantor Signature Page]

IN WITNESS WHEREOF, the undersigned have caused this License to be executed and delivered as of the day and year first above written.

Signed, sealed, and delivered.  
in the presence of

**GRANTOR:**  
**South Bay Community**  
**Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Grantee Signature Page]

Signed, sealed, and delivered  
in the presence of

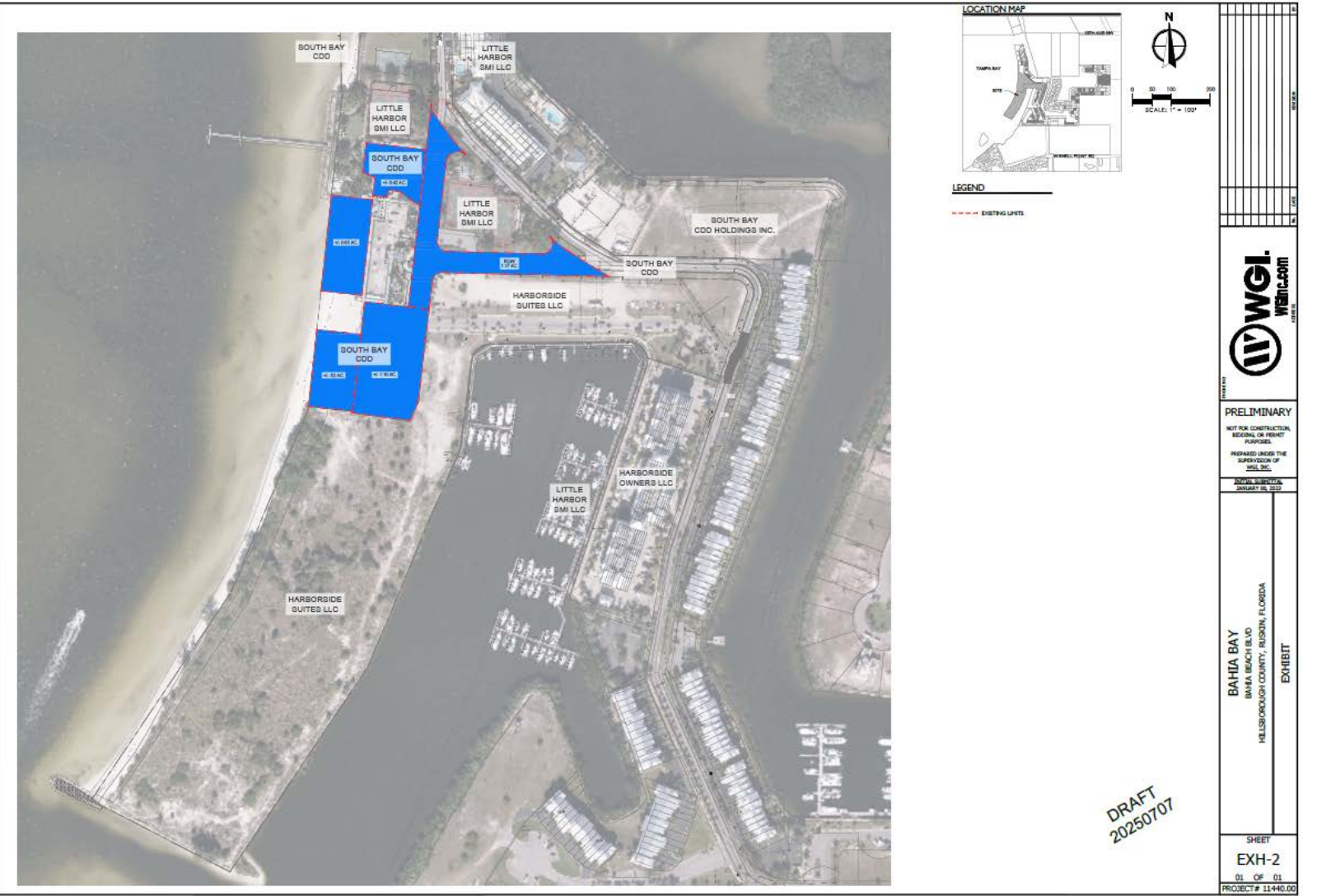
**GRANTEE:**  
**Little Harbor SMI, LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

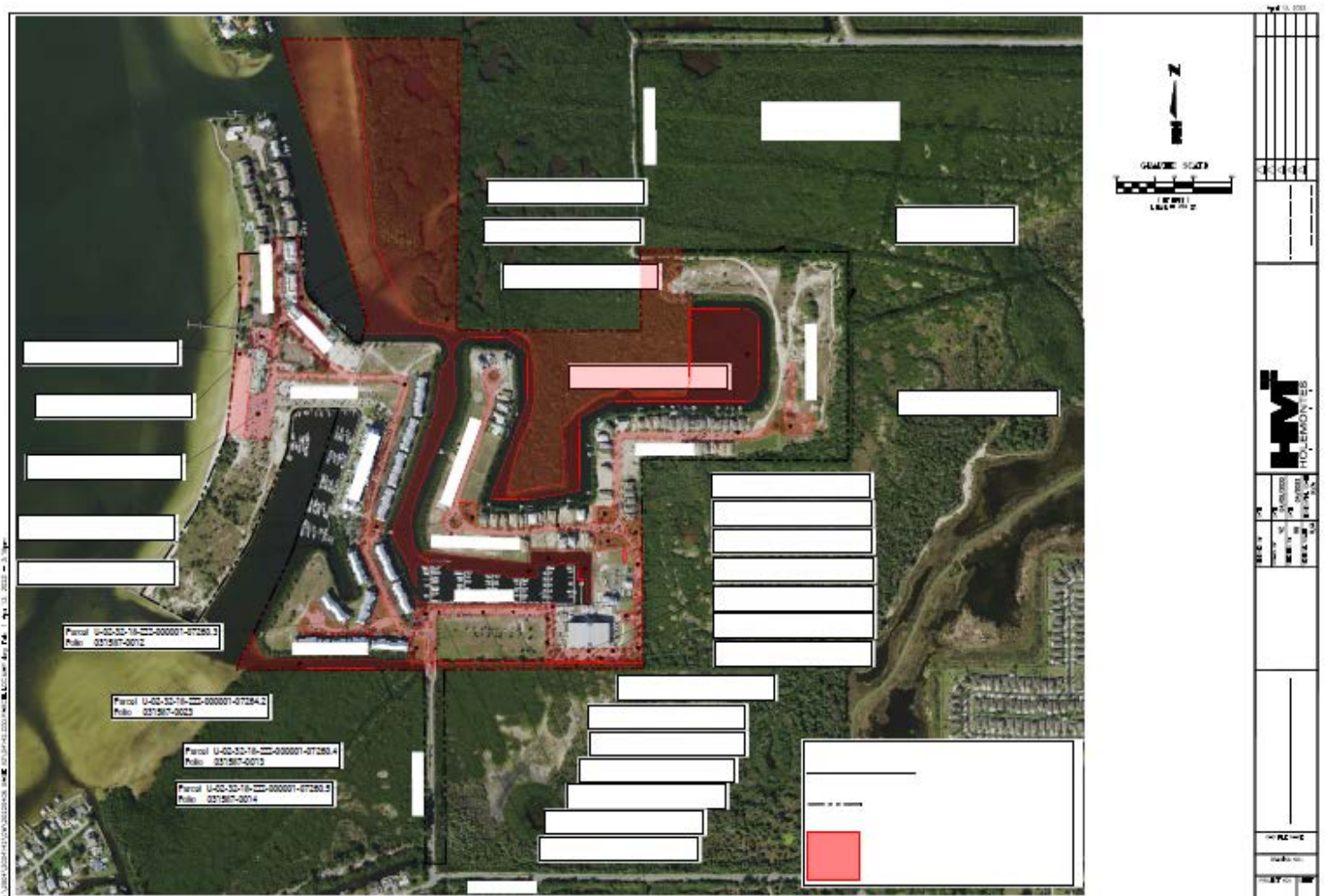
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Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
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**EXHIBIT A**  
**GRANTOR PARCEL**



**EXHIBIT B**

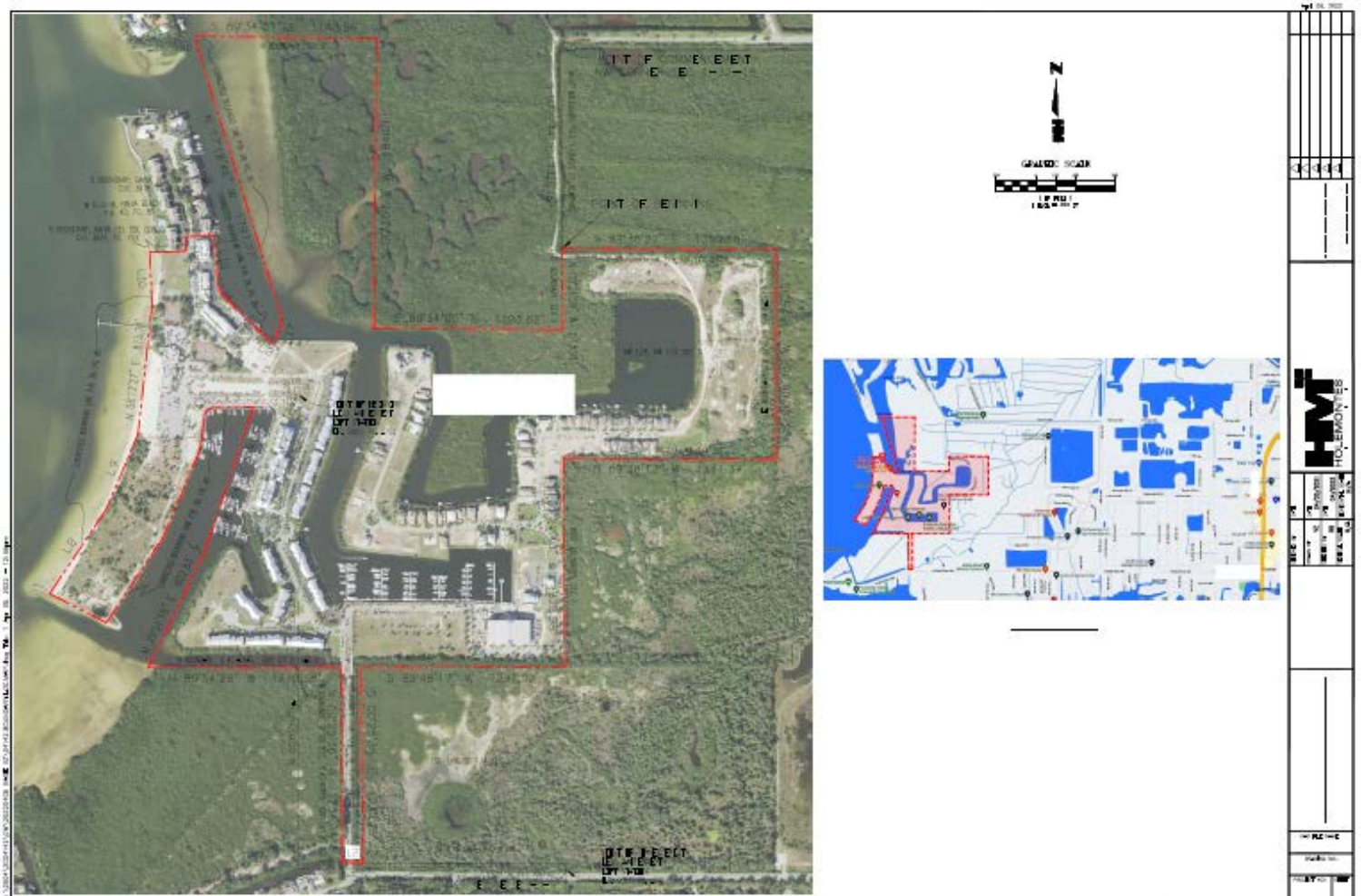
**GRANTEE PARCEL**





**EXHIBIT C**

**ENCROACHMENT AREA**





**4B**

Parking Easement Agreement  
To Be Sent Under Sepaarte Cover

**4Ci.**

**LITTLE HARBOR INVESTMENTS, LLC**  
**110 Front Street, Suite 300**  
**Jupiter, Florida 33477**

Little Harbor Investments, LLC  
 Anthony Solo  
 110 Front Street, Suite 300  
 Jupiter, Florida 33477

June 30, 2025

Christina Newsome  
 South Bay Community Development District  
 c/o DPFG Management & Consulting LLC  
 250 International Parkway, Suite 208  
 Lake Mary, FL 32746

**RE: Request for CDD Board Agenda Item – Preliminary Authorization of sale of CDD-owned land (Folio: 031587-0019, Folio: 031587-0020 and portion of Folio: 031587-0025 as delineated on survey sketch)**

Dear Christina,

We respectfully request that the following item be placed on the agenda of the South Bay CDD Board's regular meeting on Wednesday, July 9, 2025 at 1:00 PM:

Pursuant to our last meeting, Asolo Acquisitions (the "Applicant") hereby asks the Board to consider and preliminarily approve the purchase of the parcel shown on the attached survey-sketch exhibit. Specifically, we request that the Board:

**1. Authorize Sale of CDD-owned land**

- Consider sale of the parcel delineated on the exhibit under terms to be negotiated between the CDD and the Applicant.

**2. Determine Bond-Retirement Valuation**

- Establish the parcel's value to satisfy and retire a pro-rata portion of the District's outstanding improvement bonds.

**3. Approve Preparation of Final Legal Exhibit & Agreements**

- Upon preliminary sale approval, authorize the Applicant to prepare and submit (a) a full legal description of the parcel and (b) any necessary sale, utility-relocation, and infrastructure-replacement agreements for Board review.

**4. Utility & infrastructure coordination**

- Coordination with District Engineer to identify all existing utilities and infrastructure within the parcel and confirm requirements for their removal, replacement, or relocation.

**5. Beach-access realignment & privatization**

- Approve realignment of the beach-access pathway and the privatization of the designated beach segment as shown on the exhibit.

**LITTLE HARBOR INVESTMENTS, LLC**  
**110 Front Street, Suite 300**  
**Jupiter, Florida 33477**

**6. Post-sale maintenance responsibilities**

- Upon approval and acceptance of the sale the Applicant to assume all costs associated with the related infrastructure and future maintenance.

All actions above are requested on a preliminary basis and are subject to final engineering review, legal approval, and any further conditions the Board deems appropriate. Given the interrelated nature of sale terms, bond-retirement calculations, infrastructure sequencing, and entitlement milestones, we anticipate that the Board may wish to schedule one or more follow-up workshops to address these elements in detail and establish a clear, coordinated implementation plan.

We appreciate the Board's consideration and will provide any additional exhibits or supporting materials in advance of the meeting.

Sincerely,

Anthony Solo  
President  
Little Harbor Investments, LLC

**4Cii.**

**LITTLE HARBOR INVESTMENTS, LLC**  
**110 Front Street, Suite 300**  
**Jupiter, Florida 33477**

Little Harbor Investments, LLC  
Anthony Solo  
110 Front Street, Suite 300  
Jupiter, Florida 33477

June 30, 2025

Christina Newsome  
South Bay Community Development District  
c/o DPFG Management & Consulting LLC  
250 International Parkway, Suite 208  
Lake Mary, FL 32746

**RE: Request for CDD Board Agenda Items – Parking, Utility, and Driveway Approvals**

Dear Christina,

We respectfully request placement of the following items on the agenda for the next regularly scheduled South Bay Community Development District Board meeting on Wednesday, July 9th at 1:00 PM:

**1. Roadway and Additional Parking Improvements**

We are requesting approval to install dedicated parking spaces serving Parcel P along Seagrape Drive and 32nd Street NW, totaling 29 stalls. The additional parking stalls have been carefully arranged to balance efficient circulation, pedestrian safety, and minimal disturbance to the existing layout. These include:

- Seven (7) stalls along the north side of Seagrape Drive (three west and four east of the Parcel P entrance),
- Seventeen (17) stalls along the eastern frontage of Parcel P on Seagrape Drive, and
- Five (5) stalls along 32nd Street NW.

The improvements will require modification of existing landscaped areas. While select vegetation, including palms, canopy trees, shrubs, and sod will be removed, and all impacted areas will be restored with enhanced landscaping in accordance with the proposed plan, including new plantings consistent with the existing streetscape.

To ensure proper management and use of the proposed parking, the project will also implement a signage and sticker-based identification program.

In support of this request, we are seeking approval of an exclusive parking easement agreement over the designated areas. This easement will provide Parcel P with defined rights to the use, maintenance, and enforcement of the proposed stalls. The draft easement agreement has been reviewed and accepted by legal counsel and is now submitted for Board approval.

**LITTLE HARBOR INVESTMENTS, LLC**  
**110 Front Street, Suite 300**  
**Jupiter, Florida 33477**

**2. Authorization to Connect to Sanitary Sewer Manholes within CDD Right-of-Way**

As part of our utility coordination with Hillsborough County, we are requesting authorization to connect to existing sanitary sewer manholes located within the CDD-owned rights-of-way serving Parcels P, I, and K. These connections correspond to the County's designated points of connection and are detailed in the attached utility plans. All work will conform to Hillsborough County Utility Standards and will be fully restored upon completion.

**3. Asphalt Improvements at Entrance Driveways**

We are requesting authorization to perform asphalt driveway tie-ins at the entrance locations for Parcels P, I, N, and K. These improvements involve construction of new driveway connections to existing CDD roadways, including grading, paving, and curb transitions, to ensure safe, durable, and visually consistent access to each parcel. All work will occur within the CDD right-of-way and will be restored to original condition after construction.

In support of this request, we are seeking approval of a temporary license agreement which grants Parcels P, I, N, and K the rights to access, install, construct, maintain, and restore utilities and paving improvements within the designated areas. The draft easement agreement has been reviewed and accepted by legal counsel and is now submitted for Board approval.

We appreciate the opportunity to present these items to the Board and will provide any supporting documents or clarifications in advance of the meeting. Please confirm placement on the agenda and advise of any procedural requirements prior to the meeting.

Sincerely,

Anthony Solo  
President  
Little Harbor Investments, LLC



**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT  
AND LITTLE HARBOR DEVELOPMENT, LP  
TEMPORARY LICENSE AGREEMENT FOR  
INSTALLATION OF UTILITIES, CONNECTION  
TO UTILITIES AND PAVING**

**THIS TEMPORARY LICENSE AGREEMENT** (this "Agreement") is made and entered as of the \_\_\_\_ day of July, 2025, by and between the South Bay Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida (hereinafter referred to as "District"), and the Little Harbor Investments, LLC, a Florida limited liability company (hereinafter referred to as "Licensee").

**R E C I T A L S**

**WHEREAS**, District owns certain real property in Hillsborough County, Florida, generally depicted and described in Exhibit "A" attached to and incorporated in this Agreement (the "Property"); and

**WHEREAS**, the Licensee is developing that certain property described on attached Exhibit "B" "Licensee's Property" and needs to make certain improvements on contiguous property owned by the District, i.e. the Property; and

**WHEREAS**, the District desires to enter into a temporary license agreement with Licensee to permit Licensee to (a) install new gravity sewer laterals and manholes to connect to the existing sanitary sewer infrastructure and (b) to construct new asphalt driveway connections including grading, paving and curb transitions (collectively the "Improvements"); and

**WHEREAS**, District and Licensee warrant and agree that they have all right, power, and authority to enter into and to be bound by this Agreement.

**ACCORDINGLY**, for and in consideration of the covenants and premises contained herein, and the amounts and other sums to be paid hereunder, and for other good and valuable consideration, the parties hereto do covenant, stipulate and agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by this reference thereto.

2. Grant of License. District hereby grants unto Licensee and its employees and agents a temporary license (the "License") to enter onto and occupy the Property to (describe action to be taken), as generally depicted on Exhibit "A," attached to and incorporated in this Agreement.

3. Use of Property. Licensee shall, at its sole cost, fee and expense, install and construct the Improvements, so long as it does not materially interfere with the use of

public rights held by the District. The Licensee covenants and agrees that all costs associated with this use shall be borne by the Licensee.

4. Duration and Option to Renew. The term of this Agreement shall be for one (1) year (the "Initial Term"). So long as neither party has terminated this Agreement as provided herein, the parties may agree mutually to extend the term of this Agreement. This Agreement shall terminate upon completion by Licensee of all the activities on the Property as described herein. All other conditions, including but not limited to the obligation to indemnify, repair and maintain the Property shall continue after such termination.

5. Restoration Upon Termination. On or before the expiration of the Initial Term or any Additional Term hereof, Licensee agrees to (repair and replace the Property and remove any and all impediments to its full use by the District and the public.

6. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

7. Indemnification. Licensee, for itself and any sub-tenants, agents, servants, employees, staff, volunteers, officers, directors, owners, members, managers, shareholders, partners, invitees, licensees and contractors, successors and assigns (collectively, "Indemnitors"), hereby agrees to indemnify, exonerate, defend by counsel acceptable to Licensor and the District, and hold harmless Licensor and District, their respective affiliated companies, agents, officers, directors, employees, elders, members, partners, and successors and assigns (collectively, "Indemnitees") from and against all liabilities, losses, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, paralegal fees, and legal costs and expenses incurred by Indemnitees, whether or not judicial proceedings are filed, which may be imposed upon or asserted against or incurred by Indemnitees by reason of any of the following occurring:

any failure to properly use, occupy, or restore the Property or any part thereof;

any negligence on the part of Licensee or any of its agents, servants, employees, licensees or invitees;

any accident, injury, or damage of any nature, whether compensatory, consequential, punitive or otherwise, to any person or property occurring in, on or about the Property or any part thereof during the term of this License or during any use or occupation of the Property by or through Licensee; or

any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this License on its part to be performed or complied with.

This indemnification shall survive termination of this License and include all costs incurred by Indemnitees in the enforcement of this License. Licensee further agrees that

Licensor shall have no responsibility for the loss or theft of, or damage to, Licensee's and any other Indemnitor's personal property brought onto the Property in connection with the Purpose or this License.

8. Insurance. Licensee, at its sole cost and expense, shall obtain and maintain comprehensive bodily injury and property damage liability insurance with minimum limits of liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and with total policy limits of not less than Two Million Dollars (\$2,000,000.00), with a deductible not in excess of Ten Thousand Dollars (\$10,000.00) and including a loss payable clause in favor of Licensor and District, naming Licensor and District and the other Indemnitees as additional insureds under the policy, and shall provide Licensor and District with a certificate evidencing such insurance coverage with an insurer acceptable to Licensor in its sole and absolute discretion not later than five (5) days prior to the date of the Purpose.

9. Grantee's Protection of Persons and Property. Licensee shall be responsible for initiating, maintaining and supervising all reasonable or necessary safety precautions and programs in connection with the Grading. Licensee shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to (a) those persons who may be constructing improvements on the Licensor's Property and other persons who may be affected thereby; (b) any improvements being constructed on the Licensor's Property and materials and equipment to be incorporated therein; and (c) other portions of the Licensor's Property. Licensee shall promptly remedy any damage and loss to any portion of the Property caused in whole or in part by Licensee, its contractors, subcontractors or anyone directly or indirectly employed or utilized by any of them, or for anyone for whose acts they may be liable and for which Licensee is responsible, except for damage or loss attributable to the fault or negligence of Licensor.

10. Liens. Without limiting other rights and remedies provided for herein or at law or in equity, if a claim of lien related to work performed by either party is recorded which affects any portion of the other party's Property, the first party shall, within twenty (20) calendar days of such recording: (a) pay and discharge the claim of lien; (b) effect the release thereof by recording or delivering to each of the affected parties hereto a surety bond in sufficient form and amount; or (c) provide other assurances which each of the affected parties hereto, in their sole discretion, deems to be satisfactory for the payment of such claim of lien and for the full and continuous protection of each of the affected parties hereto from the effect of such lien.

11. Default. Should any party fail to timely perform any of its obligations hereunder and thereafter fail to perform such obligation within fifteen (15) days after receipt of any other party's written demand therefor, then the party giving such notice shall, in addition to any other remedy provided at law or in this Easement, have the right (but not the obligation) to perform such obligation on behalf of the defaulting party, and the defaulting party shall reimburse the curing party for the cost of performing such work within ten (10) days after receipt of billing thereof and proof of payment thereof. In the event that the defaulting party does not reimburse the curing party within such ten (10)

days, the curing party shall have the right to exercise any and all rights which such curing party shall have at law to collect the same. Each party shall also have a lien on the other party's Property for any amounts not reimbursed within said ten (10) day period.

12. Attorneys' Fees, Costs and Expenses. In the event that it shall be necessary for any party to this Easement to bring suit or commence arbitration to enforce any provisions hereof or for damages on account of any breach of this Easement, the prevailing party in any such suit or arbitration and any appeals therefrom, shall be entitled to recover from any other party, in addition to any damages or other relief granted as the result of such suit or arbitration, all costs and expenses of such suit or arbitration and a reasonable attorneys' fee as set by the court or arbitrator.

13. Notices. Any notice or other communication required or permitted to be made or given under this Agreement, shall be in writing and shall be deemed to have been received by the party to whom it is addressed: (i) on the date actually received if hand delivered or if transmitted by telefax (receipt of which is confirmed by sender); (ii) three business days after such notice was deposited in the United States Mail postage prepaid; or (iii) one business day after such notice was delivered to an overnight delivery service, addressed, delivered or transmitted in each case as follows:

If to District:

South Bay Community Development District  
Special District Services  
2501 A Burns Road  
Palm Beach Gardens, FL 33410  
Attention: District Manager

With copy to:

Thomas A. Cloud, Esquire  
GrayRobinson, P.A.  
301 East Pine Street, Suite 1400  
Orlando, FL 32801

If to Licensee:

Little Harbor Investments, LLC

\_\_\_\_\_  
\_\_\_\_\_  
Sabrina Attn:

14. Litigation and Attorney's Fees. In the event it shall be necessary for either party to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the court.

15. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and may not be modified in any manner other than in writing signed by the parties hereto.

16. Assignability. Grantee shall not assign this Easement without the prior written consent of Grantor, which consent may not be unreasonably withheld, conditioned or delayed.

17. Counterparts. Grantor and Grantee agree that this Easement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Easement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly executed by their duly authorized officers where applicable and sealed as of the date first above written.

**ATTEST:**

**LICENSEE**

LITTLE HARBOR INVESTMENTS, LLC, a  
Florida limited liability company

By: \_\_\_\_\_

Anthony P. Solo, its Manager

**ATTEST:**

**DISTRICT**

SOUTH BAY COMMUNITY DEVELOPMENT  
DISTRICT, a independent special district  
created pursuant to chapter 190, Florida  
Statutes

\_\_\_\_\_  
District Manager

By: \_\_\_\_\_

\_\_\_\_\_, Chairman

**EXHIBIT "A"**  
**GENERAL LOCATION OF ROADWAYS**

\*\*Add exhibit B with legals for the P, I, N and K parcels

**4D**

## RESOLUTION 2025-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTH BAY COMMUNITY DISTRICT AMENDING ITS RULES OF PROCEDURE BY CREATING A NEW SECTION 9.0 OF THE RULES TO ADDRESS DEVELOPER CLEANUP FOLLOWING CONSTRUCTION ACTIVITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the South Bay Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Ordinance No. 04-17, as amended, (the “Ordinance”) being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) is authorized by the Act to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, Florida Statutes.

**WHEREAS**, the Board previously adopted Rules of Procedure for the South Bay Community Development District that further outline the process for rulemaking proceedings; and,

**WHEREAS**, pursuant to Section 2.0 of the Rules of Procedure, the Board of Supervisors authorized and advertised a public hearing to consider the adoption of rules to address developer cleanup following construction activities to protect the public health, safety, and welfare; and,

**WHEREAS**, the Board of Supervisors has held public hearing on August 13, 2025, received public comment, and after due consideration, has decided to adopt the proposed amendment to its Rules of Procedure as modified in Exhibit “A” attached to and incorporated in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT:**

**Section 1. Findings.** The Board hereby incorporates the above-stated Recitals as legislative findings of the Board into this Resolution.

**Section 2. Creation of Section 9.0; Adoption of Parking Rates.** The Board hereby creates Section 9.0 in its Rules of Procedures to be entitled “Rules Relating to Developer Responsibility and Cleanup Following Construction Activities”, a copy of which is attached hereto as Exhibit A.

**Section 3. Incorporation into Rules of Procedure.** The District Secretary is directed to incorporate and codify these rules into the Rules of Procedure.



**Section 4. Resolution of Conflicts.** To the extent of any conflict between the language of this resolution and any other Board resolution, this resolution shall control.

**Section 5. Severability.** If any provision or portion of this Resolution is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

**Section 6. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED, ADOPTED, and effective THIS 9th DAY OF July, 2025.**

**ATTEST:**

**SOUTH BAY COMMUNITY DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

## EXHIBIT A

### 9.0 SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO DEVELOPER RESPONSIBILITY FOR CLEANUP FOLLOWING CONSTRUCTION ACTIVITIES

In accordance with Chapter 190, Florida Statutes, and on \_\_\_\_\_, 2025 at a duly noticed public meeting, the Board of Supervisors of the South Bay Community District (the "District") adopted the following policy to govern developer responsibility for cleanup following construction activities.

**(1) INTRODUCTION.** This policy is adopted by the South Bay Community Development District ("District") to ensure the protection, maintenance, and integrity of all district-owned property and infrastructure. In the course of private development or Construction Related Activity (as defined below) within the District, Developers often impact District facilities through use of heavy equipment, construction activity, debris, damage, or other Construction Related Activities (as defined below). This policy makes clear that all Developers are responsible for preventing and addressing such impact. The District reserves the right to take corrective action and recover costs when necessary.

#### **(2) DEFINITIONS.**

**(a) *Developer.*** Any individual, partnership, corporation, firm, or entity undertaking construction, improvement, or development activity on property within District property.

**(b) *Construction Related Activities.*** All site work or physical improvements associated with development, including but not limited to excavation, grading, demolition, building, utility installation, material delivery, hauling, or any utilization or staging of equipment or materials.

**(c) *District Facilities or Infrastructure.*** Any property, structure, asset, or system owned, maintained, or operated by the District, including but not limited to roadways, sidewalks, stormwater systems, parks, greenways, signage, lighting, seawalls, wells and utility infrastructure.

**(d) *Debris or Damage.*** Includes, but is not limited to, dirt, mud, construction materials, trash, sediment, concrete washout, oil, chemicals, ruts, erosion, physical damage, staining, obstruction, or degradation to any District facility or infrastructure.

**(3) DEVELOPER RESPONSIBILITIES.** Developers including their contractors, are responsible for any debris or damage occurring during construction. Developers shall implement all measures during the construction activities to avoid and minimize any construction-related debris or damage to District Facilities or Infrastructure. Developers shall be solely responsible for the prompt cleanup, removal, and repair of any debris or damage resulting from Construction-Related Activities or the activities of their contractors, subcontractors, employees, or agents. Cleanup and restoration must occur within 48

hours of notice by the District, or immediately if the condition poses a hazard or interferes with public access or safety, as determined by the District. If such restoration, repair or clean-up cannot be completed in the time provided, the Developer shall submit the time needed to complete the clean-up, removal, repair or restoration of such damage which time must be approved by the District. However, such actions must be immediately commenced, i.e. within the time period provided, and continuously and diligently pursued to completion.

**(4) ENFORCEMENT AND COST RECOVERY.** If a Developer fails to remediate any debris or damage within the timeframe specified by the District, the District may, but is not obligated to, perform or contract for the necessary cleanup or repair. The District shall bill the Developer for the full cost of such remediation, including labor, materials, and equipment use, overhead, and administrative fees. If the Developer fails to pay the District within thirty (30) days of the invoice, the District may take any legal or administrative action necessary to recover the costs, including withholding permits, enforcing liens, or pursuing collection remedies. Any costs, fees or expenses incurred by the District in such enforcement efforts, including but not limited to attorneys' and consultants' fees incurred prior to trial, at trial, on appeal or in any supplemental proceedings, including but not limited to bankruptcy, shall be reimbursable by the Developer.

**(5) INDEMNIFICATION.** Developers shall indemnify, defend, and hold harmless the District, District's "contractors, representatives, Board Members, or Directors and others providing services to the District ("Indemnified Parties") from any claims, damages, losses, or expenses arising from or related to their or their contractors' agents or representatives' failure to comply with this policy."

**(6) APPLICABILITY.** This policy applies to all Construction Related Activities within the District boundaries, and is a condition of all development permits or approvals issued by the District.

**(7) NO SUBSTITUTES.** This Policy shall not substitute for or abrogate any contractual obligations protecting the District through any construction documents related to Construction-Related Activities on District Property. All such remedies and rights shall be cumulative for the District.

**(8) SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

# **Fifth Order of Business**

**5A**

**06-11-2025 Minutes  
To be Sent Under Separate Cover**

**5B**

## Time to be billed to Sunset Grill

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Time</u></b>
12/23/24	Review email from M. Vega regarding cease and desist letter and respond; Review prior emails and evidence on improper expansion and signage. Review email from R. Brylanski on prior survey and encroachment; Review email from M. Vega regarding demand letter, review and respond; Review prior survey; Prepare draft demand letter; Prepare email on holiday schedule; Exchange emails in follow-up.	1.0
12.26/24	Exchange emails on Sunset Grill; Review and revise letter to Sunset Grill; Exchange emails on cease and desist letter; Telephone conference on changes; Review email from Board Member on site activity; Proof and revise demand letter; Follow-up on further action and distribution.	1.0
12/17/24	Review email from G. Corvell on location of trespass and prepare response; Exchange follow-up emails on location inquiry; Prepare email update on demand letter; Update emails on situation and reply; Review email from J. Aldrich - Sunset Grill, deck and issues; Review email from M. Vega on Sunshine Act requirements.	.5
01/07/25	Review email from M. Vega on Bond Validation and parking lease economics; Prepare notes on private use problem; Telephone conference with Bond Counsel -- follow up.	.3
01/08/25	Follow-up on Grille encroachment and right of way maintenance; Telephone conference with Brian Crumbaker on Parking Lot and Sunset Grille encroachment Lease transaction; Prepare summary of Bondholders response.	.6
01/09/25	Review and revise email on bondholders' concerns on R.E. Lease; Transmit summary on Lease issues; Review email from G. Corvelle; Review email from M. Vega and respond on parking and encroachment; Review Property Appraisers site on parking.	.7
01/21/25	Review email from B. Crumbaker, Bond Counsel regarding parking and encroachment and respond; Review email from S. Campbell on Parking Lot and respond after reviewing Tony Solo email; Review follow-up email from B. Crumbaker on private use; Prepare email to District team on next steps; Prepare response to bond counsel.	.6
01/22/25	Review email from J. Taylor re private use process and respond.	.2
02/06/25	Review pending issues and follow-up on private use problem.	.2
02/10/25	Exchange emails on Settlement Conference on Parking Lot deal; Review email from M. Vega about lease and payment process from here including partial value - lease.	.5



02/11/25	Review email from Greg Corvelle on Sunset Grill discussion and respond	.2
02/12/25	Review email from G. Corvell on Suntime Marinas Grill and respond.	.2
02/14/25	Prepare for and attend TEAMS meeting with D. Martin, T. Harris, G. Corvelle and M. Vega on parking lease and easement; Prepare notes on same	.7
02/17/25	Exchange emails with T. Cloud, Helena Randel and Bondholder contact; Prepare email to B. Crumbaker on Parking and Encroachment Easement; Review and revise Memorandum to Attorney B. Crumbaker.	.5
02/19/25	Review email from Trenam - law firm preparing easement document.	.2
02/20/25	Review email from Attorney G. Haney on changes and draft Encroachment Agreement; Exchange emails with G. Haney	.3
02/24/25	Review and revise Encroachment Easement Agreement; Review document in system and previous similar documents.	1.0
02/25/25	Review Encroachment Agreement Draft; Prepare email in response; Telephone conference on revisions.	.2
02/26/25	Review email from Scott Campbell on bond issues and respond; Review follow-up email from Bond Counsel; Follow-up email from Lennar and Associates; Review and revise Easement Encroachment Agreement; Telephone conference with Scott Campbell on bond issues; Review and revise Easement Encroachment Agreement; Review Permitting Process.	1.7
02/27/25	Prepare email to M. Vega on Encroachment Easement Agreement; Proof and revise Easement Agreement; Telephone conference on same regarding revisions and complete redline; Review email from S. Campbell regarding Analysis of Parking Costs for the Sunset Grill Parking Lot; Prepare email in response to S. Campbell; Prepare email to R. Brylanski on methodology; Review and proof hopeful final draft; Telephone conference on original redline; Redline version 5 to 1; Prepare emails to District Team for their review.	.9
02/28/25	Review email from B. Crumbaker regarding Restaurant parcel; Review follow-up email; Prepare email to G. Haney on revised Easement; Review email from Attorney Haney on Encroachment issues.	.3
03/03/25	Review email from R. Brylanski regarding parking calculation; Respond;	.3
03/06/25	Review email from Attorney Haney regarding Easement revisions; Review email from C. Haney on meeting access and respond; Additional emails and telephone conferences in follow up.	.4

03/10/25	Telephone conference with G. Haney on Parking Lot evaluation and Board Meeting; Prepare email to Attorney Haney on Parking, Parcel evaluation.	.3
03/11/25	Prepare email to Attorney Greg Haney regarding Board Meeting attendance; Exchange emails on Easement and Encroachment Agreement; Review email from Attorney Haney regarding Board Meeting issues; Review Agenda and minutes; Review voicemail from Attorney for Sunset Grill.	.7
03/12/25	Review email from Attorney Haney and respond; Telephone conference with G. Haney on pending issues; Review email from G. Haney with revised Encroachment Agreement.	.4
03/26/25	Review email from Attorney G. Haney on Sunset Grill and Encroachment Easement; Review and revise Encroachment Easement	.3
04/01/25	Prepare email to Trustee's Counsel on parking lot sale or lease, Parking Lot Sale and prepare notes on same	.2
04/03/25	Review email from G. Haney on Encroachment Easement Agreement status; Prepare email in response; Telephone conference with G. Haney's Office assistant; Review email from G. Haney on Encroachment Easement Agreement status; Prepare email in response; Telephone conference with G. Haney's Office assistant.	.3
04/08/25	Conferring by phone with David Smith on parking lot question related to indenture and limitations on conveyance;	.4
04/08/25	Telephone call to T. Cloud on Restaurant Parking Lot sale or lease, Encroachment License/Easement and applicable requirements and prepare notes on same.	.4
04/09/25	Telephone conference on Encroachment Document; Revise Encroachment Easement to License Agreement.	.4
04/10/25	Review and revise License Agreement.	.2
04/14/25	Exchange emails with Attorney Haney on Sunset Grill.	.2
04/17/25	Review email from Attorney G. Haney on Sunset Grille and respond; Prepare email to District team on communication with Sunset Grill; Review email from G. Haney regarding parking and encroachment follow-up and respond; Exchange emails on Parking and Encroachment and meeting on same -- District Manager, Opposing Counsel, etc.	.8
04/21/25	Review Parking Lot issues.	.2
04/22/25	Telephone conference with Attorney Greg Haney on parking issue and conference call.	.4
04/23/25	Attend meeting in follow-up; Finalized License Agreement;	.3
04/24/25	Telephone conference on Encroachment License Agreement; Review and revise Encroachment License Agreement; Proof Encroachment License and transmit .	.7
04/25/25	Review parking rule documents and forward to Attorney 0.80 Greg Haney; Prepare email on Parking Management Agreement and working with Sunset Grill; Prepare notes to K. Gray on the Encroachment License Agreement.	.8
05/01/25	Review email from Attorney G. Haney regarding encroachment easement and reply; Prepare notes on follow-	.4

	up; Review email with Parking Management Agreement; Prepare email on Parking Rules; Exchanged emails on negotiations pending; Prepare notes on same	
05/04/25	Review email from B. Crumbaker on Parking Lot issue and respond to question.	.3
05/06/25	Review email from on Rule 8 - overnight parking and parking enforcement; Prepare multiple emails on parking rules; Review email from Attorney Greg Haney; Exchange follow-up emails	.2
05/06/25	Review email regarding parking	.7
05/07/25	Exchange emails on Parking issues and improper usage; Review email from K. Gray regarding parking agreements.	.3
05/07/25	Parking agreement review	.5
05/12/25	Review correspondence regarding parking amendment and Sunset Grill's "Overflow" sign.	.2
TOTAL	TOTAL HOURS	22.1
	22.1 x \$350.00/hour = Total Due:	\$7,735.00

**PAYMENT IS DUE WITHIN 30  
DAYS OF RECEIPT OF THIS INVOICE**

## Time to be billed to Carpenter

<b>Date</b>	<b>Description</b>	<b>Time</b>
02/13/25	Review email from C. Newsome regarding Application for Exotic Species Removal; Review related comments by M. Vega; Prepare email to District Engineer on same; Prepare email to property owner J. Carpenter and District Team and Board via blind copy; Review email from R. Brylanski on exotic species permit application and respond.	.8
02/18/25	Review email from C. Newsome regarding Owner Applicant form for EPC Permit; Prepare draft consent with limitations and indemnification; Review indemnification issues.	.3
02/24/25	Review email from R. Brylanski regarding John Carpenter letter and respond	.3
02/25/25	Review Exotic Species removal approval issues; Prepare Easement Agreement for Exotic Species removal; Review and revise Easement Agreement, transmit draft for revising.	.8
02/27/25	Begin Easement for Carpenter	.2
02/28/25	Prepare draft John Carpenter Easement preliminarily.	.2
03/03/25	Draft John Carpenter Consent and Easement Agreement; Telephone conference on draft issues.	.6
03/07/25	Review and revise Carpenter Consent and Easement Agreement.	.2
03/11/25	Review and revise latest Consent and Easement Agreement	.2
03/12/25	Reviewing plans submitted by ASolo.	.2
03/19/25	Review responses - John Carpenter Consent and Easement; Prepare follow-up email on Consent and Easement Agreement; Research Carpenter background document; Prepare email to J. Carpenter.	.5
03/25/25	Review email from C. Newsome on Consent and Easement Agreement and execution.	.2
04/08/25	Prepare draft License Agreement for Carpenter and for encroachment; Telephone conference on License Agreement;	.4
TOTAL	TOTAL HOURS	4.9
	4.9 X \$350.00/HOUR = Total Due:	\$1,715.00

**PAYMENT IS DUE WITHIN 30  
DAYS OF RECEIPT OF THIS INVOICE**

## Time to be billed to ASOLO

<b>Date</b>	<b>Description</b>	<b>Time</b>
03/12/25	Reviewing plans submitted by ASolo.	.2
05/09/25	Review email from S. Escobar regarding ASolo Acquisitions on parking improvements, utility connections and entrance driveway asphalt work; Review Letter summarizing the request; Prepare email to District Engineer and others on factors to address; Exchange emails on accessibility report; Prepare notes on Agenda; Prepare notes on ASolo regarding request to compare to site; Review Site to compare.	.8
05/12/25	Reviewing ASolo parking and utility request to be placed on agenda for May; preparing memo outlining issues raised by request.	.5
05/12/25	Reviewing plans submitted by ASolo.	.5
05/12/25	Review email from T. Cloud on ASolo request and prepare email to District engineer, et al.	.3
05/13/25	Telephone Conference with K. Gray regarding Parking	.2
05/16/25	Review email from S. Escobar regarding an additional development rights meeting; Prepare email seeking details; Exchange emails on District meeting with ASolo Acquisitions; Review email regarding meeting and graphics - entry and crosswalk pavement, Parking Plan, Utility Plan, Impacts, Gravity Sewer, Second Parking Plan, Rim at Grade off Site, Drives off site, third paving plan, More Impacts; Review Parking sketch, Parking Exhibit; Prepare email to T. Cloud on ASolo Proposal.	1.5
05/19/25	Telephone conference on TEAMS meeting prep; Telephone conference on dual schedule; Prepare for and participate in TEAMS meeting on additional multi-family parking; Proof and final items regarding parking; Telephone conference with K. Gray .	1.6
05/19/25	Attend meeting with A Solo; prepare notes; review agreement; strategize regarding parking easement agreement and potential security concerns.	1.3
05/20/25	Review email from District Engineer on Parking Easement Agreement and respond; Prepare email on calculating cost of land for ASolo Parking Easement; Review email from S. Escobar regarding Easement Language	.4
05/20/25	Review Parking Easement Agreement	.5
05/21/25	Prepare email to K. Gray on Parking Easement for ASolo; Review and revise email on value of Parking Easement Property; Review potential Parking Easement Agreement and respond .	.5
05/21/25	Research and begin drafting South Bay Parking Easement Agreement	2.2
05/23/25	Draft permanent easement agreement to send to ASolo Acquisitions	1.7

05/24/25	Review email from K. Gray with Form of Parking Easement for ASolo; Prepare revisions to same	.4
05/27/25	Review and revise summary on ASolo proposal; Proof final memorandum and transmit; Telephone conference with K. Gray regarding parking Easement with ASolo and Parking Management Agreement	.5
05/27/25	Review memorandum regarding permanent parking easement; review email correspondence regarding same; strategize regarding parking for both Sunset Grill and ASolo .	.9
05/28/25	Review Permanent Easement agreement; implement necessary changes; send to Sabrina Escobar with ASolo.	.9
05/28/25	Telephone conference with K. Gray regarding Permanent Easement Agreement revisions; Telephone call from S. Escobar on Parking Easement Agreement; Prepare notes on same; Review email from S. Escobar and respond; Review email from S. Campbell and respond; Review email on Parking Easement review; Prepare email responding.	.6
05/29/25	Review Permanent Easement agreement; implement necessary changes; send to Sabrina Escobar with ASolo.	.2
05/29/25	Review correspondence with Sabrina from ASolo to discuss 0.20 working changes to easement agreement; respond.	.2
05/30/25	Review email from Sabrina Escobar regarding bond holders approval issues; Review email from Sabrina Escobar on Sufficiency of Agenda package; Review formal request for workshop and Additional Parking Improvements; Prepare email in response to all issues raised by ASolo; Review response by ASolo.	.6
TOTAL	TOTAL HOURS	14.2
	14.2 x \$350.00/hour	\$4,970.00

**.PAYMENT IS DUE WITHIN 30  
DAYS OF RECEIPT OF THIS INVOICE**

**5C**

**SOUTH BAY**  
**Community Development District**

*Financial Report*

*May 31, 2025*

*(unaudited)*

**Prepared by**





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**SOUTH BAY**  
**Community Development District**

**Financial Statements**

(Unaudited)

**May 31, 2025**

**Balance Sheet**  
May 31, 2025

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2005 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b>ASSETS</b>				
Cash - Checking Account	\$ 832,656	\$ -	\$ -	\$ 832,656
Accounts Receivable	100	-	-	100
Due From Other Funds	-	-	50,422	50,422
Investments:				
Money Market Account	1,370,367	-	-	1,370,367
Reserve Fund (A-1)	-	-	411,126	411,126
Reserve Fund (A-2)	-	-	294,960	294,960
Reserve Fund (B-2)	-	-	253,995	253,995
Revenue Fund	-	9,850	-	9,850
Revenue Fund (A-1)	-	-	354,372	354,372
Revenue Fund (A-2)	-	-	179,482	179,482
Deposits	5,025	-	-	5,025
<b>TOTAL ASSETS</b>	<b>\$ 2,208,148</b>	<b>\$ 9,850</b>	<b>\$ 1,544,357</b>	<b>\$ 3,762,355</b>
<b>LIABILITIES</b>				
Accounts Payable	\$ 48,399	\$ -	\$ -	\$ 48,399
Accrued Expenses	6,900	-	-	6,900
Accrued Taxes Payable	128	-	-	128
Other Current Liabilities	369	-	-	369
Mature Bonds Payable	-	1,271,776	-	1,271,776
Matured 2015A-2 Principal Due to Bondholders	-	-	1,265,000	1,265,000
Matured 2015A-2 Interest Due to Bondholders	-	-	977,041	977,041
Matured 2015B-2 Interest Due to Bondholders	-	-	1,621,338	1,621,338
Due To Other Funds	50,422	-	-	50,422
<b>TOTAL LIABILITIES</b>	<b>106,218</b>	<b>1,271,776</b>	<b>3,863,379</b>	<b>5,241,373</b>
<b>FUND BALANCES</b>				
<b>Nonspendable:</b>				
Deposits	5,025	-	-	5,025
<b>Assigned to:</b>				
Operating Reserves	221,191	-	-	221,191
Reserves - Bulkheads	176,040	-	-	176,040
Reserves - Other	295,947	-	-	295,947
<b>Unassigned:</b>	1,403,727	(1,261,926)	(2,319,022)	(2,177,221)
<b>TOTAL FUND BALANCES</b>	<b>\$ 2,101,930</b>	<b>\$ (1,261,926)</b>	<b>\$ (2,319,022)</b>	<b>\$ (1,479,018)</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 2,208,148</b>	<b>\$ 9,850</b>	<b>\$ 1,544,357</b>	<b>\$ 3,762,355</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending May 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAY-25 BUDGET	MAY-25 ACTUAL
<b>REVENUES</b>							
Interest - Investments	\$ 3,000	\$ 2,000	\$ 54,719	\$ 52,719	1823.97%	\$ 250	\$ 7,765
Parking Fees	85,000	56,667	33,492	(23,175)	39.40%	7,083	10,785
Interest - Tax Collector	-	-	1,950	1,950	0.00%	-	-
Special Assmnts- Tax Collector	569,221	569,221	562,099	(7,122)	98.75%	-	3,104
Special Assmnts- CDD Collected	903,651	903,651	890,189	(13,462)	98.51%	-	106,776
Special Assmnts- Discounts	(22,769)	(22,769)	(20,577)	2,192	90.37%	-	84
<b>TOTAL REVENUES</b>	<b>1,538,103</b>	<b>1,508,770</b>	<b>1,521,872</b>	<b>13,102</b>	<b>98.94%</b>	<b>7,333</b>	<b>128,514</b>
<b>EXPENDITURES</b>							
<b>Administration</b>							
P/R-Board of Supervisors	12,000	8,000	6,600	1,400	55.00%	1,000	200
FICA Taxes	918	612	413	199	44.99%	77	-
ProfServ-Arbitrage Rebate	1,950	1,950	2,400	(450)	123.08%	-	-
ProfServ-Dissemination Agent	5,000	5,000	5,000	-	100.00%	-	-
ProfServ-Engineering	35,000	23,333	50,950	(27,617)	145.57%	2,917	10,813
ProfServ-Legal Services	66,000	44,000	47,612	(3,612)	72.14%	5,500	8,155
ProfServ-Legal Litigation	25,000	16,667	-	16,667	0.00%	2,083	-
ProfServ-Mgmt Consulting	48,996	32,664	36,414	(3,750)	74.32%	4,083	4,083
ProfServ-Survey	30,000	20,000	-	20,000	0.00%	2,500	-
ProfServ-Trustee Fees	9,000	9,000	-	9,000	0.00%	-	-
Assessment Roll	6,000	6,000	6,000	-	100.00%	-	-
Auditing Services	5,900	5,900	5,900	-	100.00%	-	-
Postage and Freight	750	500	33	467	4.40%	63	3
Insurance - Risk Management	16,000	16,000	20,267	(4,267)	126.67%	-	-
Legal Advertising	2,477	1,651	-	1,651	0.00%	206	-
Misc-Records Storage	1,200	800	-	800	0.00%	100	-
Misc-Assessment Collection Cost	11,384	11,384	10,830	554	95.13%	-	64
Website Administration	1,553	1,553	3,204	(1,651)	206.31%	-	-
Miscellaneous Expenses	4,500	3,000	182	2,818	4.04%	375	-
Office Supplies	1,500	1,000	-	1,000	0.00%	125	-
Annual District Filing Fee	175	175	200	(25)	114.29%	-	-
<b>Total Administration</b>	<b>285,303</b>	<b>209,189</b>	<b>196,005</b>	<b>13,184</b>	<b>68.70%</b>	<b>19,029</b>	<b>23,318</b>
<b>Electric Utility Services</b>							
Utility - General	65,000	43,333	38,315	5,018	58.95%	5,417	7,347
<b>Total Electric Utility Services</b>	<b>65,000</b>	<b>43,333</b>	<b>38,315</b>	<b>5,018</b>	<b>58.95%</b>	<b>5,417</b>	<b>7,347</b>
<b>Water Utility Services</b>							
Utility - Water	15,000	10,000	22,941	(12,941)	152.94%	1,250	529
<b>Total Water Utility Services</b>	<b>15,000</b>	<b>10,000</b>	<b>22,941</b>	<b>(12,941)</b>	<b>152.94%</b>	<b>1,250</b>	<b>529</b>
<b>Field</b>							
Contracts-Solid Waste Services	23,100	15,400	17,620	(2,220)	76.28%	1,925	2,304
Contracts-Landscape	110,521	73,681	71,616	2,065	64.80%	9,210	8,177
Contracts-Mulch	14,063	14,063	14,006	57	99.59%	-	-
Telephone, Cable & Internet Service	1,980	1,320	1,299	21	65.61%	165	170
Contracts - Portable Restroom	5,940	3,960	4,023	(63)	67.73%	495	496
R&M-Gatehouse	5,000	3,333	6,030	(2,697)	120.60%	417	754
R&M-Irrigation	10,000	6,667	17,284	(10,617)	172.84%	833	-
Landscape Replacement	5,000	3,333	40,546	(37,213)	810.92%	417	-
R&M-Sod	5,000	3,333	-	3,333	0.00%	417	-

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending May 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAY-25 BUDGET	MAY-25 ACTUAL
Misc-Holiday Lighting	6,500	6,500	3,654	2,846	56.22%	-	-
<b>Total Field</b>	<b>187,104</b>	<b>131,590</b>	<b>176,078</b>	<b>(44,488)</b>	<b>94.11%</b>	<b>13,879</b>	<b>11,901</b>
<b><u>Parking Facilities</u></b>							
Contracts-Parking	13,000	8,667	17,941	(9,274)	138.01%	1,083	2,150
Contracts-Other Services	1,500	1,000	150	850	10.00%	125	-
Contracts-Security Services	55,380	36,920	32,745	4,175	59.13%	4,615	3,765
Contracts-Ground Maintenance	65,856	43,904	46,954	(3,050)	71.30%	5,488	5,088
Contracts-Gates	172,960	115,307	115,304	3	66.67%	14,413	14,413
<b>Total Parking Facilities</b>	<b>308,696</b>	<b>205,798</b>	<b>213,094</b>	<b>(7,296)</b>	<b>69.03%</b>	<b>25,724</b>	<b>25,416</b>
<b><u>Reserves</u></b>							
Reserve - Other	677,000	677,000	18,843	658,157	2.78%	-	-
<b>Total Reserves</b>	<b>677,000</b>	<b>677,000</b>	<b>18,843</b>	<b>658,157</b>	<b>2.78%</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>1,538,103</b>	<b>1,276,910</b>	<b>665,276</b>	<b>611,634</b>	<b>43.25%</b>	<b>65,299</b>	<b>68,511</b>
Excess (deficiency) of revenues							
Over (under) expenditures	-	231,860	856,596	624,736	0.00%	(57,966)	60,003
Net change in fund balance	\$ -	\$ 231,860	\$ 856,596	\$ 624,736	0.00%	\$ (57,966)	\$ 60,003
<b>FUND BALANCE, BEGINNING (OCT 1, 2024)</b>	<b>1,245,334</b>	<b>1,245,334</b>	<b>1,245,334</b>				
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,245,334</b>	<b>\$ 1,477,194</b>	<b>\$ 2,101,930</b>				

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending May 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAY-25 BUDGET	MAY-25 ACTUAL
<b>REVENUES</b>							
Interest - Investments	\$ -	\$ -	\$ 280	\$ 280	0.00%	\$ -	\$ 32
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>280</b>	<b>280</b>	<b>0.00%</b>	<b>-</b>	<b>32</b>
<b>EXPENDITURES</b>							
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>	<b>-</b>
<b>Reserves</b>							
	-	-	-	-	0.00%	-	-
<b>Total Reserves</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues	-	-	280	280	0.00%	-	32
Over (under) expenditures	-	-	280	280	0.00%	-	32
Net change in fund balance	\$ -	\$ -	\$ 280	\$ 280	0.00%	\$ -	\$ 32
<b>FUND BALANCE, BEGINNING (OCT 1, 2024)</b>	<b>-</b>	<b>-</b>	<b>(1,262,206)</b>				
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1,261,926)</b>				

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending May 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAY-25 BUDGET	MAY-25 ACTUAL
<b>REVENUES</b>							
Interest - Investments	\$ -	\$ -	\$ 45,465	\$ 45,465	0.00%	\$ -	\$ 6,236
Special Assmnts- CDD Collected	113,701	113,701	-	(113,701)	0.00%	-	-
Special Assmnts- Debt Service (A-1)	729,255	729,255	809,466	80,211	111.00%	-	4,470
Special Assmnts- Debt Service (A-2)	458,475	458,475	-	(458,475)	0.00%	-	-
Special Assmnts- Debt Service (B-2)	275,530	275,530	-	(275,530)	0.00%	-	-
Special Assmnts- Discounts	(22,769)	(22,769)	(29,633)	(6,864)	130.15%	-	121
<b>TOTAL REVENUES</b>	<b>1,554,192</b>	<b>1,554,192</b>	<b>825,298</b>	<b>(728,894)</b>	<b>53.10%</b>	<b>-</b>	<b>10,827</b>
<b>EXPENDITURES</b>							
<b>Administration</b>							
ProfServ-Legal Services	-	-	6,223	(6,223)	0.00%	-	-
Misc-Assessment Collection Cost	14,585	14,585	15,597	(1,012)	106.94%	-	92
<b>Total Administration</b>	<b>14,585</b>	<b>14,585</b>	<b>21,820</b>	<b>(7,235)</b>	<b>149.61%</b>	<b>-</b>	<b>92</b>
<b>Debt Service</b>							
Principal Debt Retirement A-1	375,000	375,000	400,000	(25,000)	106.67%	375,000	400,000
Principal Debt Retirement A-2	372,025	372,025	-	372,025	0.00%	372,025	-
Interest Expense Series A-1	428,400	428,400	405,790	22,610	94.72%	214,200	202,895
Interest Expense Series A-2	616,770	616,770	-	616,770	0.00%	308,385	-
Interest Expense Series B-2	275,550	275,550	-	275,550	0.00%	137,775	-
<b>Total Debt Service</b>	<b>2,067,745</b>	<b>2,067,745</b>	<b>805,790</b>	<b>1,261,955</b>	<b>38.97%</b>	<b>1,407,385</b>	<b>602,895</b>
<b>TOTAL EXPENDITURES</b>	<b>2,082,330</b>	<b>2,082,330</b>	<b>827,610</b>	<b>1,254,720</b>	<b>39.74%</b>	<b>1,407,385</b>	<b>602,987</b>
Excess (deficiency) of revenues Over (under) expenditures	(528,138)	(528,138)	(2,312)	525,826	0.44%	(1,407,385)	(592,160)
Net change in fund balance	\$ (528,138)	\$ (528,138)	\$ (2,312)	\$ 525,826	0.44%	\$ (1,407,385)	\$ (592,160)
<b>FUND BALANCE, BEGINNING (OCT 1, 2024)</b>	<b>(2,316,710)</b>	<b>(2,316,710)</b>	<b>(2,316,710)</b>				
<b>FUND BALANCE, ENDING</b>	<b>\$ (2,844,848)</b>	<b>\$ (2,844,848)</b>	<b>\$ (2,319,022)</b>				

**SOUTH BAY**  
**Community Development District**

**Supporting Schedules**

**May 31, 2025**



**Non-Ad Valorem Special Assessments - Hillsborough County Tax Collector**  
**(Monthly Collection Distributions)**  
**For the Fiscal Year Ending September 30, 2025**

					ALLOCATION		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Debt Service Fund	
Assessments Levied FY 2025				1,423,166 100.00%	583,246 40.98%	839,920 59.02%	
11/06/24	\$ 17,337	\$ 874	\$ 354	\$ 18,564	\$ 7,608	\$ 10,956	
11/14/24	30,674	1,304	626	32,604	13,362	19,242	
11/21/24	14,963	636	305	15,904	6,518	9,386	
11/25/24	18,255	776	373	19,403	7,952	11,451	
12/05/24	491,429	20,894	10,029	522,352	214,072	308,280	
12/16/24	196,004	8,324	4,000	208,328	85,378	122,950	
01/06/25	380,673	16,107	7,769	404,549	165,794	238,756	
02/06/25	56,686	1,362	1,157	59,204	24,263	34,941	
03/10/25	12,636	108	258	13,002	5,328	7,673	
04/07/25	68,648	30	1,401	70,079	28,720	41,359	
05/07/25	7,623	(205)	156	7,574	3,104	4,470	
<b>TOTAL</b>	<b>\$ 1,294,928</b>	<b>\$ 50,210</b>	<b>\$ 26,427</b>	<b>\$ 1,371,565</b>	<b>\$ 562,099</b>	<b>\$ 809,466</b>	
% COLLECTED				96%	96%	96%	
<b>TOTAL OUTSTANDING</b>				<b>\$ 51,601</b>	<b>\$ 21,147</b>	<b>\$ 30,454</b>	

**Cash and Investment Report**  
**May 31, 2025**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
<b>GENERAL FUND</b>				
Checking Account - Operating	Valley Bank	Government Checking	4.25%	\$ 832,656
Money Market Account	BankUnited	PF Relationship Priced MMA	4.06%	1,370,367
<b>Subtotal</b>				<b>2,203,023</b>
<b>DEBT SERVICE AND CAPITAL PROJECTS FUNDS</b>				
Series 2005 Revenue	US Bank	US Bank Money Market Account	3.97%	9,850
Series 2015-1 Reserve A-1	US Bank	US Bank Money Market Account	3.97%	411,126
Series 2015-2 Reserve A-2	US Bank	US Bank Money Market Account	3.97%	294,960
Series 2015-2 Reserve B-2	US Bank	US Bank Money Market Account	3.97%	253,995
Series 2015-1 Revenue A-1	US Bank	US Bank Money Market Account	3.97%	354,372
Series 2015-2 Revenue A-2	US Bank	US Bank Money Market Account	3.97%	179,482
<b>Subtotal</b>				<b>1,503,785</b>
<b>Total</b>				<b>\$ 3,706,808</b>

# Bank Account Statement

South Bay CDD

**Bank Account No.** 1201  
**Statement No.** 05-2025

**Statement Date** 05/31/2025

<b>G/L Account No. 101001 Balance</b>	832,656.07	<b>Statement Balance</b>	834,644.87
		<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
<b>Subtotal</b>	832,656.07	<b>Subtotal</b>	834,644.87
<b>Negative Adjustments</b>	0.00	<b>Outstanding Checks</b>	-1,988.80
<b>Ending G/L Balance</b>	832,656.07	<b>Ending Balance</b>	832,656.07

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>							
12/03/2024		ADP0009	Accrued Taxes Payable	Net Pay			-738.80
05/30/2025	Payment	1086	RICHARD S METZ	Payment of Invoice 000607			-1,250.00
<b>Total Outstanding Checks</b>							-1,988.80

## Outstanding Deposits

**Total Outstanding Deposits**

**SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Fund**

For the Period from 05/01/2025 to 05/31/2025

(Sorted by Check / ACH No.)

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

**CHECK # 100043**

001	05/14/25	BOWMAN CONSULTING GROUP LTD	491805	APRIL ENGINEERING	ProfServ-Engineering	531013-51501	\$2,466.50
<b>Check Total</b>							<b>\$2,466.50</b>

**CHECK # 100044**

001	05/14/25	PINE LAKE NURSERY	7272	Landscape Renovations	Landscape Replacement	546338-53901	\$5,625.00
001	05/14/25	PINE LAKE NURSERY	7328	Lift Station Maintenance May 2025	Contracts-Landscape	534050-53901	\$753.76
001	05/14/25	PINE LAKE NURSERY	7329	Landscape Maintenance May 2025	Contracts-Landscape	534050-53901	\$8,177.45
<b>Check Total</b>							<b>\$14,556.21</b>

**CHECK # 100045**

001	05/14/25	J MAC PROPERTY SERVICES	25-51	May Security Contract	Contracts-Ground Maintenance	534116-54500	\$5,088.00
001	05/14/25	J MAC PROPERTY SERVICES	25-51	May Security Contract	Contracts-Security Services	534037-54500	\$3,765.00
001	05/14/25	J MAC PROPERTY SERVICES	25-51	May Security Contract	Contracts-Parking	534030-54500	\$850.00
001	05/14/25	J MAC PROPERTY SERVICES	25-51	May Security Contract	Contracts-Gates	534140-54500	\$14,413.00
001	05/14/25	J MAC PROPERTY SERVICES	25-51	May Security Contract	Contracts-Parking	534030-54500	\$1,083.00
001	05/14/25	J MAC PROPERTY SERVICES	25-51	May Security Contract	Contracts-Parking	534030-54500	\$217.26
<b>Check Total</b>							<b>\$25,416.26</b>

**CHECK # 1086**

001	05/30/25	RICHARD S METZ	SBCDD-07	Website Services Jan - Mar	Website Administration	549936-51301	\$1,250.00
<b>Check Total</b>							<b>\$1,250.00</b>

**CHECK # 300026**

001	05/22/25	TAMPA ELECTRIC	050125 ACH	Utility-Electric Mar 25 - April 23	Utility - General	543001-53100	\$4,706.04
<b>Check Total</b>							<b>\$4,706.04</b>

**CHECK # 300027**

001	05/27/25	VALLEY NATIONAL BANK	231132015-015-ACH	APR 25 STANDARD PORTABLE RESTROOM	Contracts - Portable Restroom	543187-53901	\$495.58
<b>Check Total</b>							<b>\$495.58</b>

**CHECK # 300028**

001	05/30/25	BOCC - ACH	050925-7298-ACH	SVC 04/01/25-04/30/25	Utility - Water	543018-53301	\$629.08
<b>Check Total</b>							<b>\$629.08</b>

## SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Fund

For the Period from 05/01/2025 to 05/31/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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## CHECK # 300029

001	05/09/25	CHARTER COMMUNICATIONS - ACH	2806762042225-ACH	SVC 04/22/25-05/21/25	Telephone, Cable & Internet Service	541016-53901	\$170.00
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<b>Check Total</b>	<u>\$170.00</u>
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<b>Fund Total</b>	<u><b>\$49,689.67</b></u>
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**SERIES 2015 DEBT SERVICE FUND - 202**

## CHECK # 1084

202	05/02/25	US BANK C/O SOUTH BAY CDD	03042025-8009	Trsf 2015 DS Assessments	Due From Other Funds	131000	\$33,454.66
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<b>Check Total</b>	<u>\$33,454.66</u>
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## CHECK # 1085

202	05/02/25	US BANK C/O SOUTH BAY CDD	04252025-8009	Trsf 2015 DS Assessments	Due From Other Funds	131000	\$146,022.99
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<b>Check Total</b>	<u>\$146,022.99</u>
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<b>Fund Total</b>	<u><b>\$179,477.65</b></u>
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<b>Total Checks Paid</b>	<b>\$229,167.32</b>
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