

Harbor Bay Community Development District
Rule Regarding District Waterways and Boating Facilities
(Amended and Restated December 14, 2017)

In accordance with Chapters 190 and 120 of the Florida Statutes, and on December 14, 2017 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules to govern the use and operation of vessels upon the District's waterways, use of the District's boating facilities, and construction and use of water fixtures within community waterways.

1. **Introduction.** This rule addresses the terms and conditions associated with use and operation of vessels upon the District's waterways, use of boating facilities, including the Boat Ramp (defined below), the Boat Lift (defined below) and water fixtures, and construction and use of Water Fixtures (defined below) within the MiraBay lagoon and MiraBay canal system. This rule is intended to address and implement, among other things: (a) the terms of that certain Settlement Agreement dated January 29, 2001 between Save the Manatee Club, Inc. and Terrabrook Apollo Beach, L.P., as amended and as assigned to the District, and (b) that certain Manatee Protection Plan prepared by W. Dexter Bender & Associates, Inc., revised September 2000, a copy of which is attached hereto as **Exhibit A**.
2. **Vessel Registration and Operation.**
 - a. **Operating Permit Requirement.** All owners of any vessel, as said term is defined in s. 327.02(43), Fla. Stat. (2016), including but not limited to, motorboats, personal watercraft, and sailboats, but not including paddleboards, kiteboards, surfboards with an affixed sail, canoes, kayaks and non-motorized rowboats, shall first register and obtain a written Operating Permit (defined below) from the District for the vessel before such vessel may (i) operate upon waterways operated or maintained by the District including the MiraBay lagoon and the MiraBay canal system and (ii) utilize boating facilities operated by the District including the boat lift between the MiraBay canal system and MiraBay lagoon ("Boat Lift") and the boat ramp ("Boat Ramp"); provided, however, that a one-time use of the Boat Lift for a vessel without an Operating Permit may be permitted by the District at the discretion of the District Manager.
 - b. **Patron Requirement.** No vessel may be registered under this rule unless the owner of such vessel is a "**Patron**" of the District (as defined under the District's Amenities Operating Rules). All applicants shall furnish proof that the applicant qualifies as a Patron. Prior to issuance of an Operating Permit, the District Manager shall require proof of insurance coverage for the vessel

in amounts approved by the District Manager together with proof of the current registration of the vessel with the State of Florida in accordance with the requirements of Ch. 328, Fla. Stat. (2016); provided, however, that no proof of insurance coverage or state registration shall be required if the vessel is exempt from being required to be titled as provided by s. 328.03, Fla. Stat.

- c. Submission of Application. Application for a permit to operate a vessel upon District operated waterways (referred to herein as an “Operating Permit”) shall be submitted by an owner to the District Manager who shall have the authority to approve or deny such application in accordance with the provisions of this rule. Application for an Operating Permit shall be made using the form thereof attached hereto as **Exhibit B**. The District Manager shall issue an Operating Permit for a vessel if the requirements of this rule are satisfied.
- d. Limitation on Certain Permits. At no time shall more than four hundred fifty (450) Operating Permits be issued by the District to Power Boats (defined herein) which are authorized to operate within the MiraBay canal system. Further, at no time shall more than three hundred (300) Operating Permits be issued by the District to Power Boats which are authorized to operate within the MiraBay lagoon. For purposes of this rule, a “**Power Boat**” shall mean any vessel as defined by s. 327.02(43), Fla. Stat. (2016), that is equipped with machinery for propulsion having a rated horsepower in excess of fifteen (15) bhp, but shall not include any sailboat whose primary form of propulsion is wind. After the first Operating Permit is issued for a Power Boat for a lot (“Permit #1”), any Operating Permits issued for that lot for additional Power Boats to be registered while Permit #1 is still in use shall be revocable by the District at any time, in the sole discretion of the District (“Additional Operating Permits”). If a Power Boat is not docked at the registered owner’s property then the District shall require a written letter of permission from the lot owner who is the owner of the lot at which the Power Boat is docked. Applying for an Additional Operating Permit for a lot while Permit #1 is still in use 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. This discretionary revocation shall not be applicable if the applicant is simply replacing the Power Boat subject to Permit #1, resulting in the applicant still having only one Operating Permit for one Power Boat for a lot. Nothing under this rule shall serve as a finding that the rental or use of lot owner’s dock is consistent with any zoning regulations, homeowner’s association rules or any other law or regulation.
- e. Display of Permits. All Operating Permits and any other permit(s) that may be issued by the District to a vessel under this rule must be posted on the permitted vessel in a manner such that they are plainly visible.

- f. Permit Fees. All Power Boats applying for an Operating Permit under this rule shall pay a one-time initiation fee and thereafter shall pay an annual renewal fee, which shall be due and paid on or before March 1 of each year, in accordance with the following schedule:

	Initiation Fee per Power Boat	Annual Fee per Power Boat
Permit for Power Boat	\$550	\$50

- g. Use of Operating Permit Fees. All fees received by the District in accordance with sub-section 2.f. above shall be used in accordance with the requirements of that certain Settlement Agreement dated January 29, 2001 between Save the Manatee Club, Inc. and Terrabrook Apollo Beach, L.P., as amended and as assigned to the District.
- h. Grandfathering Provision. Any vessel which has been registered pursuant to a registration program administered by the MiraBay Homeowners Association, Inc. prior to the effective date of this rule shall be entitled to registration and an Operating Permit under this rule upon furnishing evidence of such registration to the District Manager. Further, no initiation fee shall be payable for any Power Boat which was previously registered under any registration program administered by the MiraBay Homeowners Association, Inc. No annual renewal fee shall be due the District on any such previously registered Power Boat until such annual renewal fee would have been due the MiraBay Homeowners Association, Inc. under the previously existing Power Boat registration program.
- i. Adoption of Procedures. If necessary or appropriate, the Board of Supervisors of the District shall be authorized to adopt procedures to regulate issuance of Operating Permits in a manner consistent with this rule.
- j. Training Requirement. All Operating Permit applicants must attend the MiraBay Environmental Boat Class within forty-five (45) days of issuance of an Operating Permit under this rule. Failure to furnish evidence of completion of such class to the District Manager within such period shall constitute grounds for suspension of the Operating Permit.
3. Approval of Water Fixtures. No Water Fixture may be constructed, altered or added to within the MiraBay lagoon and the MiraBay canal system except in accordance with the following requirements.
- a. Water Fixture Defined. For purposes of this rule, "Water Fixture" shall mean and refer to any device for docking, tying up, suspending, securing, lifting or hoisting a vessel on, in or over water, and any improvement which allows a person to walk, stand or sit above the surface of water, including, but not limited to, a dock, pier, gazebo, boathouse, or sun deck or a hoist, lift, rack,

davit, bumper or dolphin for a vessel; the term shall include any piling or surface located on, in or over water, even if it is not utilized for docking a vessel (such as a dock used only for fishing, swimming or lounging); the term shall also include any portion of a Water Fixture which may be located within the boundaries of any lot bordering the MiraBay lagoon or the MiraBay canal system, including but not limited to, supports, boardwalks, and handrails which are an integral part of a dock; however, the term shall not include the Boat Lift or any seawall system or component thereof operated and maintained by the District.

- b. Adoption of Master Dock Plans. The MiraBay Master Dock Plan for Canal Lots (“Canal Lots Master Dock Plan”) and the MiraBay Master Dock Plan for Lagoon Lots (“Lagoon Lots Master Dock Plan,” and together with the Canal Lots Master Dock Plan, “Master Dock Plans”), both of which are attached hereto as **Composite Exhibit C**, are hereby adopted. The Canal Lots Master Dock Plan shall govern the type and length of Water Fixture which may be constructed from any lot bordering the MiraBay canal system, and the Lagoon Lots Master Dock Plan shall govern the type and length of Water Fixture which may be constructed from any lot bordering the MiraBay lagoon. The Master Dock Plans shall also govern the maximum length of vessels that may be secured or docked at any Water Fixture within the area covered by that dock plan.
- c. Application and Permit Required. Prior to construction, alteration, or addition of any Water Fixture from any lot bordering either the MiraBay lagoon or the MiraBay canal system, the owner of such lot and/or the developer of the MiraBay Community shall submit a completed “Request for Review of Dock & Boat Lift Plans” in the form attached hereto as **Exhibit D** together with all submittals required thereby to the District Manager (an “Application”). No Water Fixture may be constructed, altered, or added until the District’s Board of Supervisors, or its designee, has approved the Application and issued a permit approving such construction, alteration, or addition in accordance with this rule (“Construction Permit”); provided, however, that the following dock options shall be approved by the District Manager: (i) Key West Style Aluminum Rail with lpe’ Cap, manufactured and warranted by Ameritech, Inc.; (ii) Hatteras Lighthouse, manufactured and warranted by Marina Power & Lighting, Inc.; (iii) Aluminum Dock Ladder, manufactured and warranted by Ameritech, Inc.; (iv) Piling Caps (10”), manufactured and warranted by Merco Marine; (v) Custom Fold Down Cleats, manufactured and warranted by Merco Marine; (vi) Bumper Guard, manufactured and warranted by Premier Technology; (vii) Fish Cleaning Station, manufactured and warranted by Betterway Marine Supply; and (viii) lpe Batten Strips, warranted by Custom Docks by Seamaster, Inc.
- d. Review by District Engineer. Upon receipt of a fully completed Application, the District Manager shall transmit the Application together with all

associated submittals to the District Engineer for review. Upon receipt of an Application, the District Engineer shall review the Application for the limited purpose of determining the consistency of the Application with the provisions of the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, including but not limited to this rule. Upon completion of such review the District Engineer shall formulate a written recommendation to the District's Board of Supervisors, or its designee, as to whether or not the Application complies with the foregoing. Should the District Engineer determine that the Application is consistent with the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, the District Engineer shall so advise the Board of Supervisors, or its designee. Should the District Engineer determine that the Application fails to comply with the provisions of the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, then the District Engineer shall so advise the Patron and provide the Patron with an opportunity to amend the Application. If the Patron refuses to amend the Application or the amendment of the Application does not cure the failure to comply, then the District Engineer shall so advise the Board of Supervisors, and advise of the basis upon which the District Engineer determined that the Application fails to comply with the foregoing.

- e. Review by District's Board of Supervisors or its Designee. At its next regularly scheduled meeting following receipt of the District Engineer's recommendation with respect to an Application, the Board of Supervisors, or its designee, shall either accept the District Engineer's recommendation or reject it. Should the Board of Supervisors, or its designee, reject the District Engineer's recommendation, the Board of Supervisors, or its designee, shall articulate the basis upon which it is rejecting the District Engineer's recommendation. If the result of the Board of Supervisors', or its designee's, action is the approval of the Application, then the District Engineer shall then issue the Construction Permit.
- f. Appeal of Denial. An applicant whose Application for a Construction Permit was denied by the Board of Supervisors, or its designee, may appeal such denial by furnishing written notice of appeal within ten (10) days of the denial to the District Manager. The written notice of appeal shall set forth the grounds for the appeal. The Board of Supervisors shall exercise good faith efforts to consider the appeal as soon as reasonably possible following receipt of the appeal at a regularly scheduled meeting of the Board of Supervisors. The determination of the Board of Supervisors regarding the appeal shall be final.
- g. Scope of Review. The District's review of the Application is limited to a determination of whether the proposed Water Fixture is consistent with the

Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, including but not limited to this rule. The District shall not be responsible for determining whether the proposed Water Fixture complies with any applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, nor shall the District be responsible for confirming the receipt or existence of any necessary legal rights to conduct the work and install and operate the proposed Water Fixture, including but not limited to applicable permits, real estate rights, licenses, and/or approvals of the MiraBay Homeowners Association, Inc. The District shall have no liability or obligation to determine whether the proposed Water Fixture complies with any such laws, rules, regulations, codes or ordinances and/or whether any such rights and/or approvals have been obtained.

- h. No Vested Rights. Nothing contained in this rule or the Master Dock Plans shall be construed or interpreted to vest or create in the owner of any lot bordering the MiraBay lagoon or MiraBay canal system the right to construct a Water Fixture from such lot.

- 4. **Vessel Length Limitations**. With the exception of Restricted Docks (as shown on the Canal Lots Master Dock Plan), no vessel shall be secured or affixed to a Water Fixture located within the MiraBay canal system which exceeds the greater of (i) one-half the width of the lot upon which the Water Fixture is located plus five (5) feet, or (ii) forty-five (45) feet. No vessel with a length exceeding seventeen feet (17) shall be secured or affixed to a Restricted Dock within the MiraBay canal system. For Water Fixtures located within the MiraBay lagoon, no vessel exceeding thirty-five (35) feet may be secured or affixed to any such Water Fixture. Through adoption of a resolution by the Board of Supervisors, the District may modify or amend the designation of a specific dock as "Restricted" or "Special" and the boat size permitted under the lot-specific designation if such modification or amendment would remedy a mistake in the original dock plan, as determined in the Board's sole discretion.

- 5. **Use and Maintenance of Water Fixtures**. Approved Water Fixtures constructed within the MiraBay lagoon and MiraBay canal system shall be used in accordance with the following requirements.

- a. No Painting. Painting of Water Fixtures is not permitted within MiraBay. Only clear stains, water sealers or paraffin oil is permitted to be applied to any Water Fixture.
- b. Identification Placard. All Water Fixtures must have an identification placard attached thereto which will be provided upon District approval and completion of the Water Fixture. Replacements can be obtained from the District Manager.

- c. Wrapping of Pilings. All pilings must be vinyl wrapped.
- 6. **Boat Lift Operation.** No vessel may utilize the Boat Lift except in accordance with the following requirements.
 - a. Registration Requirement. No vessel may utilize the Boat Lift unless the same has first been registered in accordance with the requirements of this rule.
 - b. Required Equipment. All vessels utilizing the Boat Lift must be equipped with two (2) twenty-five (25) foot lines with one affixed to the vessel's bow and one affixed to the vessel's stern. Additionally, all vessels shall possess a six (6) foot boat hook.
 - c. Operating Standards. Patrons utilizing the Boat Lift shall comply with the following standards:
 - i. No vessel having a maximum load limit in excess of twenty-six thousand (26,000) pounds wet weight may utilize the Boat Lift.
 - ii. No sailboat may utilize the Boat Lift unless such sail boat has a retractable keel and has a mast which is less than twenty-seven (27) feet from its water line.
 - iii. No vessel having a maximum length overall in excess of thirty-five (35) feet may utilize the Boat Lift.
 - iv. No vessel may be left unattended while on the Boat Lift.
 - v. No vessel having barnacles on its hull may utilize the Boat Lift.
 - vi. No individual under the age of sixteen (16) may operate the Boat Lift.
 - d. Training Requirement. No vessel operator may utilize the Boat Lift until such operator has received training on proper operation of the Boat Lift and executed the District's approved form of release included as part of the attached **Exhibit B** and by reference incorporated herein.
 - e. Additional Policies. All vessel operators shall also comply with the requirements set forth in the District's Amenities Operating Rules, as amended from time to time, and which include additional requirements for operation of the Boat Lift and Boat Ramp.
- 7. **Boat Ramp Operation.** No vessel may utilize the Boat Ramp within the District except in accordance with the following requirements.
 - a. Registration Requirement. No vessel may utilize the Boat Ramp unless the same has first been registered in accordance with the requirements of this rule.
 - b. Size Limitation. No vessel having a maximum length in excess of thirty-five (35) feet or a weight in excess of twenty thousand (20,000) pounds may be launched from the Boat Ramp.

- c. Use Restrictions. The Boat Ramp within the District shall only be used for the following purposes:
 - i. New vessel delivery,
 - ii. Vessel removal for repair or maintenance purposes,
 - iii. Vessel reentry following completion of off-site repair or maintenance, and
 - iv. Vessel removal and reentry as needed in emergency weather situations.
 - d. Prohibited Uses. In no event shall the Boat Ramp be used as a “day ramp” nor may any visitor or any owner of any unregistered vessel utilize the Boat Ramp.
 - e. Additional Policies. All vessel operators shall also comply with the requirements set forth in the District’s Amenities Operating Rules, as amended from time to time, and which include additional requirements for operation of the Boat Lift and Boat Ramp.
8. **Vessel Operating Regulations.** All operators of any vessel operating upon any of the waterways within the District shall comply with the following operating regulations.
- a. Compliance with Applicable Law. All operators of any vessels operating upon any the waterways within the District shall comply with all applicable federal, state and local laws, rules and regulations pertaining to boating and navigational safety and shall also comply with any posted navigational aids or signage.
 - b. Idle-speed / no wake zone. All vessels shall be operated at idle-speed / no wake until outside “Marker F1 R2” located south of Andalucia.
 - c. Prohibition on Swimming and Skiing. No vessel shall be used as a swimming platform nor may any occupant of any vessel disembark from a vessel for recreational swimming purposes. No vessel shall be used for skiing, tubing or any other activity in which a person or object is towed behind such vessel for recreational purposes.
 - d. Prohibition on Littering and Abandonment of Fishing Lines. No refuse, trash, toys, debris, materials which are hazardous to marine life or litter may be discharged or deposited from any vessel within the waterways of the District. To the maximum extent possible, broken off or discarded fishing lines shall be removed from any waterway and properly disposed of. To the extent that broken off fishing line cannot be retrieved and discarded, such fact shall be reported to the District Manager.

- e. Operation of Personal Watercraft within Lagoon. Personal Watercraft (as defined in s. 327.02(33), Fla. Stat. (2014)) shall only be operated within the MiraBay lagoon to the extent and in the most direct path necessary to reach the Boat Lift from the point where the personal watercraft was inserted into the MiraBay lagoon.
 - f. Navigational Lights. All navigation lights of any vessel must be on during the period between sunset and sunrise and during any period of restricted visibility.
 - g. Right of Way. Vessels not under power (e.g., sailboats (unless utilizing mechanical propulsion), canoes, kayaks and rowboats) shall have the right of way upon all waterways within the District. Nevertheless, operators of vessels not under power shall make every effort to stay out of the way of motorboats. Sailboats utilizing mechanical propulsion shall fly the proper day shape or illuminate the appropriate light between sunset and sunrise or during any period of restricted visibility.
 - h. Prohibition on Airboats. No airboat may be operated within any waterway within the District.
 - i. Prohibition on Commercial Vessels. No commercial vessel may be operated or moored within the District waterways, provided however, the foregoing rule shall not be deemed to prohibit the operation or moorage of commercial vessels which are necessary to construct improvements to, conduct repairs of or perform maintenance on the District waterways or any element or feature thereof, including but not limited to, any seawall.
 - j. Sea Wall and Rip Rap. In order to prevent damage to the storm water management system, no vessel(s) shall be tied, or otherwise secured, to the seawall system or the rip rap along the District waterways and no person shall move or remove the rip rap from its current position along the District waterways.
9. **Adoption of Manatee Protection Plan.** The provisions and requirements of the Manatee Protection Plan prepared by W. Dexter Bender & Associates, Inc., revised September 2000, a copy of which is attached hereto as **Exhibit A** and incorporated by reference, are hereby adopted by the District, and the District shall implement the requirements of the Manatee Protection Plan as it relates to the management of the District waterways, including but not limited to:
- a. Placement and maintenance of informational markers for purposes of protecting shallow sea-grass areas and manatees,
 - b. Placement and maintenance of idle-speed / no wake markers within canals,
 - c. Preparing and implementing an educational program regarding the District's Best Management Practices and the Manatee Protection Plan, including but

- not limited to the educational requirements set forth in the Manatee Protection Plan,
- d. Enforcing the types of vessels to be allowed access to the lagoon and Boat Lift, and
 - e. Providing law enforcement officers to enforce safe boating regulations.
10. **Utilities Connection Application.** Because the installation and maintenance of certain power and water lines through the seawall system may relate to, or be necessary to, the construction, alteration or addition of a Water Fixture, or operation of a boat lift and/or vessel, the owner of any lot bordering the MiraBay lagoon or MiraBay canal system may be required to install and maintain such power and water lines. The owner of such lot shall submit a completed “Utilities Connection Application,” in the form attached hereto as **Exhibit E**, which is incorporated by this reference, together with all submittals required thereby to the District Manager.
11. **Adoption of Pollutant Discharge Contingency and Best Management Practices Plan.** The provisions and requirements of the Pollutant Discharge Contingency and Best Management Practices Plan, attached hereto as **Exhibit F** and incorporated by reference, are hereby adopted by the District, and the District shall implement the requirements of the Pollutant Discharge Contingency and Best Management Practices Plan as it relates to the management of the District waterways.
12. **Authority of District Manager and Engineer.** The District Manager and Engineer shall have the authority to take such actions as may be necessary to implement and administer the provisions of this rule.
13. **Enforcement.** In the event that a Patron violates this rule and/or a Patron’s Power Boat or Water Fixture is not in compliance with this rule, the Patron shall be subject to fines as follows: (i) the first violation will incur a fine of One Hundred and 00/100 Dollars (\$100); (ii) a second violation will incur a fine of Two Hundred and 00/100 Dollars (\$200); (iii) a third violation will incur a fine of Four Hundred and 00/100 Dollars (\$400); and, (iv) any additional violation(s) will incur a fine of One Thousand and 00/100 Dollars (\$1,000). The District Manager shall have the authority to enforce and collect the fines as set forth above. The District Manager shall have the authority to exercise discretion in enforcing the fines and may escalate a fine up to two levels (e.g., from a second violation to a fourth violation). In any event the District Manager shall have the authority to grant forbearance in his or her sole and absolute discretion for any Power Boat Operating Permit violation. Unless otherwise specified herein, the District’s Disciplinary and Enforcement Rule, adopted June 23, 2014, as amended from time to time, shall apply to any violations of this rule. In addition, this rule shall serve as an independent basis under which any violation of this rule may result in a suspension of the right to use the District’s Amenities and/or other District properties (including the waterways), towing of any unauthorized vessels at the

owner's expense, an administrative penalty / fine of no less than Fifty and 00/100 Dollars (\$50) and no greater than One Thousand and 00/100 Dollars (\$1,000) for each violation as determined by the District Manager in accordance with this rule plus any and all collection costs and fees incurred for criminal prosecution, and/or other legal action.

14. **Conflicts.** Any prior rules and/or policies governing the same subject matter as the foregoing rule are hereby rescinded to the extent such rules / policies are in conflict with the rule set forth herein.
15. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.
16. **Effective Date.** The foregoing rule shall be effective as of December 14, 2017.

EXHIBIT A: Manatee Protection Plan (originally at OR Book 11746, Page 1273)

EXHIBIT B: Form of Vessel Registration Application and Release and Indemnification

COMPOSITE EXHIBIT C: Master Dock Plans

EXHIBIT D: Request for Review of Dock & Boat Lift Plans

EXHIBIT E: Utilities Connection Application

EXHIBIT F: Pollutant Discharge Contingency and Best Management Practices Plan

Specific Authority: §§ 120.69, 190.011, 190.012, Fla. Stat.

Law Implemented: §§ 120.69, 190.011, 190.012, Fla. Stat.

EXHIBIT A:

Manatee Protection Plan (originally at OR Book 11746, Page 1273)

THIS IS NOT A
CERTIFIED COPY

MANATEE PROTECTION PLAN
FOR
TERRABROOK APOLLO BEACH, L.L.P.,
HARBOR BAY PROJECT, HILLSBOROUGH COUNTY

By

W. DEXTER BENDER & ASSOCIATES, INC.
2052 VIRGINIA AVENUE
FORT MYERS, FLORIDA 33901

Revised September 2000

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HARBOR BAY MANATEE MANAGEMENT PLAN

BACKGROUND

Manatees have been protect by Florida since 1893. Most of the management efforts began with the Federal listing as an endangered species in 1967. More than 80% of all manatee mortalities have occurred in 13 'key' counties designated by the Governor and Cabinet in 1989. This designation by the Governor and Cabinet involves a limitation of construction for new or expanded boating facilities to one powerboat slip per 100 feet of shoreline until an approved manatee protection plan and siting policy has been implemented by local governments. Hillsborough County is not one of those 'key' manatee counties. Nevertheless, to ensure that manatees are protected during the construction activities associated with the boat lift, subsequent use of this facility and waters within and adjacent to Harbor Bay, the developer will implement strict construction practices and will develop a management plan for reducing potential impacts to manatee. Some of these proposals will have the added benefit to manatees beyond the potential effects of boats from Harbor Bay because some proposals will affect Apollo Beach boating in general.

Critical habitat was designated for manatees in 1976 without providing and specifics for primary or secondary constituent elements. Specific areas occupied by the manatee which have those physical or biological features essential to the conservation of the manatee, and/or may require special management considerations are considered critical habitat by U. S. Fish and Wildlife Service (USFWS).

The general geographic distribution of manatees has changed since the 1950's with the introduction of human related warm-water discharges by electric power generating plants. On the west coast, the most likely northern limit of the winter range was Charlotte Harbor, excluding natural warm-water springs. Now, up to 264 manatees have congregated at artificial warm water sites around Tampa Bay during each winter. Tampa Electric has a power plant about 2 miles north of Harbor Bay which has a seasonal idle speed zone (November 15 - March 31) and a no entry area for boats. The one-day count for the winter of 1999-2000 was 230 manatees at the Tampa Electric warm water discharge site. Manatees make foraging trips past southern Apollo Beach and Harbor Bay during the cooler months from the warmer water to near the mouth of the Little Manatee River where seagrasses and other vegetation may be available.

The developer understands the importance of protecting the Florida Manatee (*Trichechus manatus latirostris*) from adverse impacts related to Harbor Bay. No manatees have been observed during the numerous site visits by Biological Research Associates or during two site visits by W. Dexter Bender & Associates (WDB) staff. It is likely that manatees occasionally enter the waterways leading to Harbor Bay.

This plan provides for marking navigational channels in unmarked or poorly marked waterways, designation of areas needing speed zones, installation of manatee educational displays, development and circulation of educational pamphlets to residents boaters, identification of any

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The Tampa Bay National Estuary Program has an action plan for manatee to establish and enforce manatee protection zones. In that action plan the Florida Marine Research Institute identified winter refuges, seagrass feeding areas, sources of freshwater and frequent routes of travel as sites needing additional management. Harbor Bay will support the regional efforts to improve manatee management. Recommendations by the Florida Department of Environmental Protection (FDEP) Office of Protected Species on manatee protection measures for Harbor Bay are given in Appendix 1.

Terrabrook Apollo Beach, LLP (TAB) approval for the Notice of Proposed Changes (NOPC) to the existing Apollo Beach Development of Regional Impact (Appendix 2). All elements agreed to by the former applicant and approved by Hillsborough County about manatees and seagrasses are included in this plan.

Discussions have been held with the Hillsborough Environmental Protection Commission (EPC), U.S. Fish and Wildlife Service and the Bureau of Protected Species in early 1998 about environmental issues. Discussions have been held with the following: Kipp Frohlich, Mary Duncan, and David Arnold of FDEP; Debra Manz and Bryan Pridgeon of USFWS; Danny Alberti and Robert Upcavage of EPC. Many of the plan elements were developed first as possible concepts and then revised through discussions by WDB with the agencies.

The written manatee protection plan began its development in early 1999. Part of those plans included proposed new manatee speed zones for the Apollo Beach area. A Hillsborough County Ordinance has been passed (30 August 2000) which describes a new manatee speed zone that is part of this plan. This revision updates plans that were submitted to various agencies to be consistent with what has been approved by regulatory agencies.

MANAGEMENT PLAN

EXISTING CONDITIONS

Manatees are attracted to the shoreline of central-eastern Tampa Bay because of the warm water discharge from Tampa Electric's coal-fired generation plant during the cooler months of the year. Both the Alafia and Little Manatee Rivers have tidal freshwater zones that manatees will frequent as a source of drinking water. Seagrass distribution in this area is limited to very shallow water. There were no seagrass beds in water deep enough for manatees to reach on a daily basis adjacent to the Harbor Bay waterway or its access to Tampa Bay. Macroalgae and floating vegetation are the only likely near sources of food during the winter months. Deeper beds of seagrass are located further down the eastern and southern sides of Tampa Bay

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Manatee Relative Abundance

Manatee counts are made during the winter months when they are aggregated at artificial warm water sites in Tampa Bay. These warm water aggregations of manatees have changed. Manatees used the warm water discharge at the Gardiner Phosphate Company on the Alafia River until it ceased in 1985. A small no-entry zone for boats was created at the TECO Big Bend power plant in 1985 in the large discharge canal. Manatees have increased their winter use of this area (Table 1). The entire canal was closed to boats though out the year in 1989. The presence of manatees in Tampa Bay has increased during the past 13 years by three fold. General population increase and some immigration from other areas seem reasonable conclusions for the increased numbers in a water body that is too cold to survive in during the colder winter months. Better counting methods will not account for this increase in Tampa Bay.

Table 1.

Manatees Aerial Flights for Tampa Bay by FDEP (Surveys once or twice each month).
Highest Number (May not be same day).

	Total Counts	
Winter	Tampa Bay	TECO Big Bend
1987-88	88	76
1988-89	81	44
1990-91	111	67
1991-92	142	111
1992-93	-	-
1993-94	190	120
1994-95	125	89
1995-96	139	101
1996-97	174	133
1998-99*	232	130
1999-00*	264	230

*Synoptic Survey Results for Tampa Bay

Manatee Mortality

One hundred and six manatee carcasses have been reported since the first mortality recorded during February, 1977 in Hillsborough County. In the areas between and including the Little Manatee and Alafia Rivers, 63 manatee carcasses have been found between January 1978 and June 2000 (Table 1). Twenty-three of the 63 deaths occurred between the beginning of December and the end of February and adding November and March for this area brings the total deaths to 36 of the 63. Deaths do not appear to be random in season or region of Hillsborough County.

Watercraft were implicated in the cause of death for fifteen individuals in central-eastern Tampa

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Bay: six by propeller damage, seven by impact damage and one by either cause. One was found in January and one in February 1978, one in July 1991, one in April and one in May 1992, one in June and one in December 1995, one in June and one in December 1996, one in February 1997, one in January 1999, one in February 1999, one in March 1999, one in August 1999, and one in March 2000. Nearly one half (7 of 15) of these water craft deaths occurred during the months of December through February. Seven water craft deaths are known in the immediate vicinity of Apollo Beach: July 1991, April 1992, December 1995, January 1999, March 1999 and August 1999. All were north of the project site and north of the entrance to Tampa Bay except for the latest date.

Existing speed zones

A manatee idle speed zone is enforced from 15 November through 31 March each year at the mouth of the north waterway from Tampa Bay inward off Apollo Beach adjacent to the warm-water discharge from Tampa Electric. This seasonal speed zone is approximately 2 miles north of the Harbor Bay entrance to Tampa Bay on the south side of Apollo Beach.

Slow speed zones exist at the mouth of each waterway to waterfront homes on the south side of Apollo Beach. Channel markers maintained to Coast Guard standards guide boaters entering the south channel from Tampa Bay (marker 2 to marker 12). At the right turn to the Harbor Bay waterway, all markers and signs are not to regulation standards and several are not appropriately located. A portion of the waterway will need markers where none occur now.

Hillsborough County Ordinance - Harbor Bay Manatee Protection Area

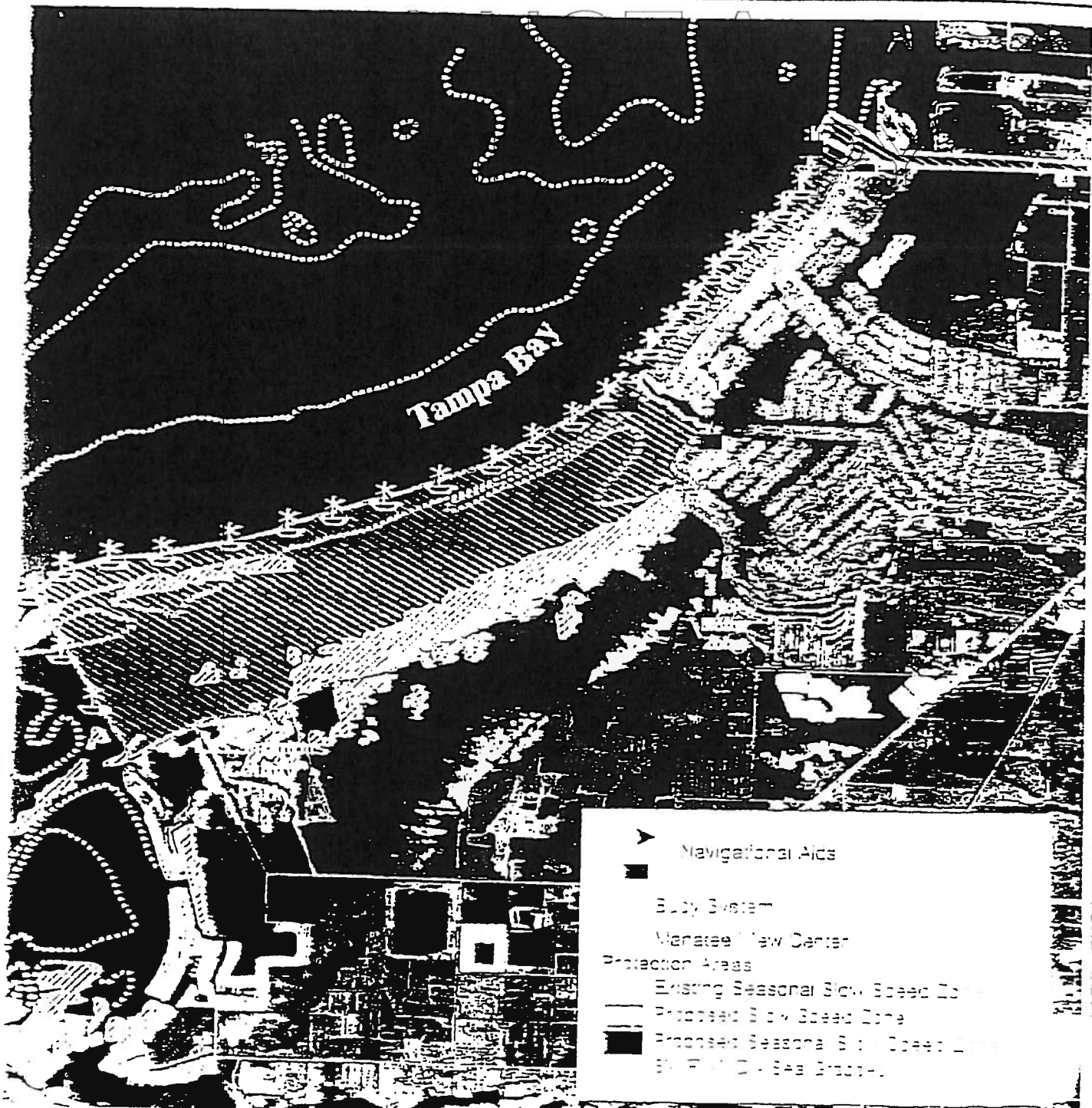
To minimize the potential impacts by existing boating in Apollo Beach and the additional boating as part of the Harbor Bay development, a Hillsborough County ordinance for additional speed zone adjacent to the existing State approved zone (FAC 62N-22.022) was approved on August 30, 2000 and filed on September 7, 2000. See Appendix 3.

This new speed zone (Figure 1) will reduce the potential for interactions with manatees traveling to and from the TECO power plant. A seasonal slow speed limit (November 15 - March 31) will slow boat traffic in the channel.

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Figure 1.

Approximate proposed location of buoys marking the manatee travel corridor along Apollo Beach. The areas inside (easterly direction) will be slow speed for boats to the edge of the shore or channel markers.



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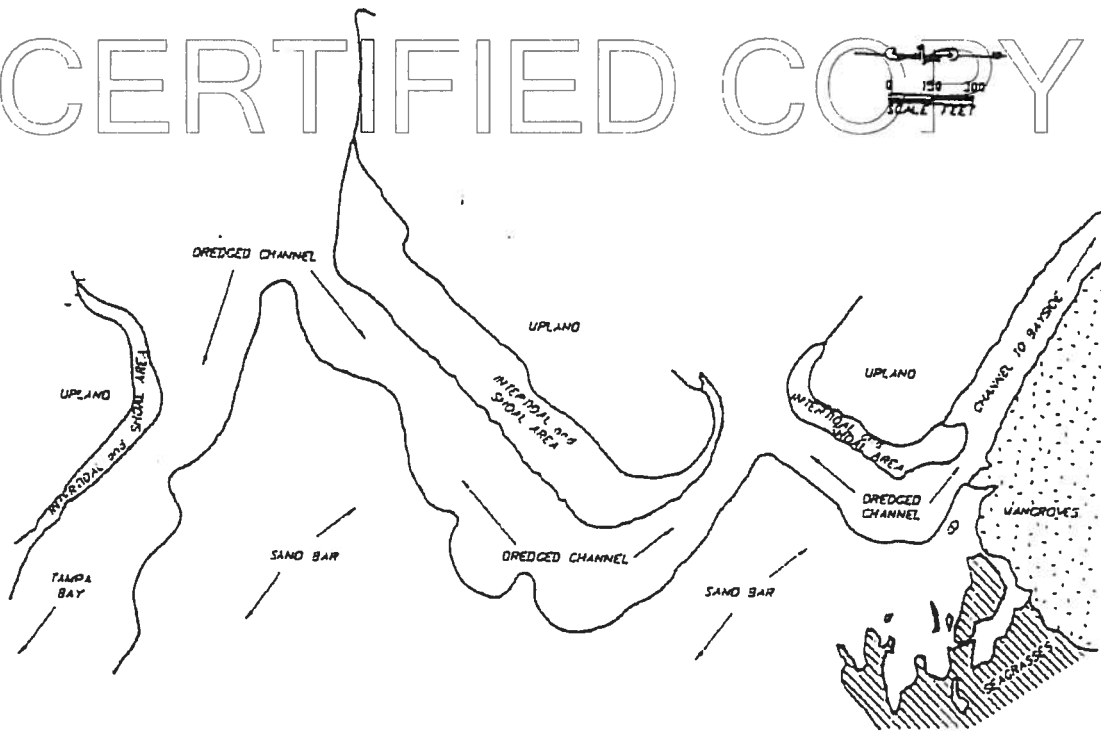


Figure 2. Northern distribution of seagrasses on the flat adjacent to the Harbor Bay access channel. The outer edges of the existing channel would have seagrass advisory signs. The channel would be posted with standard channel markers, locations to be approved by Office of Waterway Management and the U.S. Coast Guard.

A no motor zone has been recommended for the creek connected to the Harbor Bay water way system to prevent damage to benthic resources by propellers. This area would be contiguous with the seagrass protection area within the slow speed area mark by buoys. This area will have to be developed by a registered surveyor once the area is agreed upon by the appropriate governmental agencies.

Speed limit definitions

Idle speed: This is the minimum speed at which directional change is achieved by either turning the rudder or the engine. The nautical term is "steerage". This speed is generally perceived only by the helmsman, and can vary drastically by the weight, size of vessel and rudder. Such speed is very difficult to measure visually from afar and may vary with tidal currents and wind direction.

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 The definition in 62N-22 is as follows:

- (2) "Idle speed" means the minimum speed that will maintain the steerageway of a motorboat.
- (3) "Idle speed zone" means an area where vessels may not be operated at greater than Idle Speed, as defined in 62N-22.002(2).

Slow Speed: Slow speed is the speed at which the boat can proceed with steerage and the horizontal plane of the vessel seen at the waterline as parallel with the water surface. In different terms; the stern is not sitting down causing a wake, or beginning to plane. For vessels less than 50' this is consistently around 5-7 mph. Speeds greater than slow speed are identified by either the production of a wake or the alteration of the horizontal plane of the vessel. The definition in 62N-22 is as follows:

- (7) "Slow speed" the speed at which a vessel proceeds when it is fully off plane and completely settled into the water. Vessels shall not be operated at a speed that creates an excessive wake or other hazardous condition which endangers other vessels under the existing circumstances. This required level of protection for the safety of vessels and vessel operators is also intended to provide adequate protection for manatees and is therefore adopted because of its familiarity to vessel operators. Due to the different speeds at which vessels of different sizes and configurations may travel while in compliance with this definition, there is no specific numerical speed assigned to Slow Speed.

A vessel is NOT proceeding at Slow Speed if it is: (1) on a plane; (2) in the process of coming off plane and settling into the water or coming up onto plane; or (3) creating an excessive wake or other hazardous condition which endangers other vessels.

A vessel IS proceeding at Slow Speed if it is fully off plane and completely settled into the water and not creating an excessive wake or other hazardous condition which endangers other vessels.

- (8) "Slow speed zone" means an area where vessels may not be operated at greater than Slow Speed, as defined in 62N-22.002(7).

No motor zone

A zone within which operating an internal combustion engine is not allowed. However, the existing definition in 62N-22 does not allow even for the use of electric trolling motors.

- (6) "Motorboats prohibited zone" means an area where the entry of vessels being propelled or powered by machinery is prohibited. These zones do not apply to vessels using other means of propulsion (e.g., sails, oars, or poles, etc.) provided that propelling machinery, if fitted, is not being used and, to the maximum extent possible, said machinery is raised out of the water.

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EXPECTED CONDITIONS

Harbor Bay Marine Setting

The revised site plan will have less waterfront units available than the old DRI by virtue of the redesign. The Tampa Bay Port Authority (TBPA) handles the permitting of single family docks and as a rule will not allow over 25 per cent of the channel to be obstructed by a single dock. Based on a conversation with the TBPA, the 25 percent of waterway width could be calculated from the mangrove fringe edge depending on the width of the waterway. Waterway width jurisdictional lines varies from 85 to 110 feet. Because of some salt water access via tidal flow, riparian vegetation is composed of Brazilian pepper, mangroves and other native marine plants. Mangroves are more dense on the western end and are sparse on the east end of the waterway system. The average vegetation fringe may be as much as 15 to 20 feet on each side and extends out over the water. The seawall or retaining walls will be built landward of the MHW and vegetation. Removal of the exotics will allow for increase the growth of the mangroves and the opening of the main waterway block will allow greater tidal flow into the waterways. Subtracting the expected over water growth of mangrove limbs yields the potential navigation widths of waterways as 40 to 80 feet in width.

Preliminary depths measurements of the entrance channel to the property up to the plug indicate the typical box-cut shaped waterways with side slopes of 3:1 to 4:1 and depths ranging as a minimum of 4 to 5 feet at mean low water. This depth would preclude most boats over 40 feet and in particular most sailboats over 26 feet on an all tide range basis.

Harbor Bay Vessel Navigational Capabilities

Most vessels require 1.5 to 2 times the vessel length in width to make a 180 degree turn depending on the type of vessel (inboard or outboard, single screw or double) and the experience of the captain. Sailboats and large trawlers are principally single screw inboard vessel which have less capability in maneuvering in narrow waterways. The width of navigation channel should be 5 times the maximum beam expected to pass traffic effectively and safely. The average maximum beam of the boats in Apollo Beach now is approximately 8-10 feet. This rule of thumb yields an un-obstructed travel way width of 40 to 50 feet and an overall maneuvering waterway width of 75 to 100 feet in width. Based on preliminary width information, the maximum length of all types of vessels should not exceed 50 feet.

The existing depth characteristics of the entrance channel will restrict the size of vessel. A one foot clearance of the draft of the vessel above the bottom depth should be maintain at mean low water. Based on preliminary information, the existing channel is about minus 5 feet mean low water. Such a depth would restrict the size of vessels to below 40 feet in length.

Although some 739 waterfront units (348 in lagoon and 391 in waterways) exist under the DRI process, many will be unavailable based SWFWMD permit restrictions. This project will be restricted to 225 docks in the tidal waterways and 150 docks behind the boat lift in the freshwater lagoon.

THIS IS NOT A GOVERNMENTAL DEVELOPER AGREED ACTIONS

Homeowners Agreements

The developer will set up a Master Homeowners Association which will have specific powers and duties to implement several of the agreed upon items below:

The number of individual docks on the "lagoon" area of the project will be limited to a maximum of 150. A yearly accounting of the number of dock permits issued for the lagoon will be supplied to the county. Furthermore, we will form and implement a Homeowners or Property Owners Association at Harbor Bay which will be set up to have enforcement powers to oversee the following conditions we agreed to at our meeting:

- a. The Association, not individual homeowners, will be responsible for permitting individual docks. The association will control which lots can apply for a dock permit, the type of dock and location of docks for use by homeowners. Only shared dock per two lots shall be allowed, with a maximum of 225 docks in tidal waters and 150 docks in the lagoon area.
- b. The Association shall be responsible for the placement and maintenance of several informational markers to be placed in the waters near the project for the purpose of protecting shallow sea-grass areas and manatees. These signs will be consistent with related efforts by the Cockroach Bay Users Group (CBUG).
- c. The Association will post idle-speed markers within the canal and initial channel area of the project.
- d. The developer agrees to prepare and implement an educational program that includes the following: boating safety, manatee awareness, and the protection of natural resources within Harbor Bay.
- e. The Association will be responsible for enforcing the type of craft to be allowed access to the lagoon and associated boat lift, and a size limitation shall be employed based upon best management practices for the community. Documents will be prepared to address these issues practices for project docks are permitted.

Waterway Management

1. Where practical, reduce the rate of types of mortality other than produced naturally by:
 - a) Manage boat speed and use in areas of high manatee concentrations.
 - b) Maximize watercraft traffic with areas of low manatee concentrations or areas of high boat use.
 - c) Minimize characteristics which attract manatees into high boat traffic areas.
 - d) Standard manatee conditions will be used during construction of the project for the plug removal and construction of docks.
2. The developer will agree to permit though the U. S. Coast Guard and Office of Waterway Management a series of channel markers. Boats should proceed at slow speed for about the first 3/4 of a mile out from the existing plug. The remaining 1/4 mile to marker 12 has the non-standard channel markers and can be safely run on a plane directly to the entrance to Tampa Bay at marker 2. The developer will fund the placement of these

channel markers for the purpose of keeping boats off any shallow grass beds that may be adjacent to Harbor Bay. See Appendix 4.

3. The Home Owners Association will agree to provide law enforcement officers with jurisdiction over Tampa Bay with dockage/tie up facilities in proximity of the boat lift for the purpose of assisting timely enforcement of safe boating regulations in the waterways, channels and Tampa Bay

Education

1. Frame the characteristics of Hillsborough and Tampa Bays for manatee populations in terms of West Coast and statewide manatee populations as part of the education awareness for residential boat owners. Hold a manatee forum once a year with speakers from FDEP to help educate the residential boat owners and other residents.

2. Develop residents awareness for the critical areas and seasons for Hillsborough County.

3. Develop an annual on the water survey/photo catalog by a county/FDEP organized and trained spotter volunteer group for the Apollo Beach area. Supervision and education for data acquisition would be by a Florida Office of Protected Species Management and U.S. Fish and Wildlife Service approved process. This activity will have beneficial effects on local stewardship, as well as provide a different source for population and local distribution information.

4. Florida Department of Environmental Protection standard manatee permit conditions are included in permits for docks, marinas and sovereign leases extend the education process. The FDEP invests in education and awareness programs through developing their own public information materials and cooperating with private organizations and groups. The agency's most recent public information program includes posters, brochures, and boating guides. A specific boaters guide has been developed for Tampa Bay and will be part of the Harbor Bay handouts to residents.

Enforcement

1. Waterway signage in areas targeted for enforcement support.

2. Develop educational agreement with Homeowners Association and Federal, State, and County enforcement agencies for consistent application and public understanding.

3. Encourage maximum enforcement in the season of the highest conflict for decreasing interactions between boaters and manatees.

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TABLE 1.

Mortality data for manatees between the Little Manatee and Alafia Rivers.

Alafia River												
YEAR	MON	DAY	DTH*	DEG	MIN	SEC	DEG	MIN	SEC	SEX	LENGTH	
1	1978	1	27	1	27	51	35.02	82	23	8.20	M	300
2	1978	2	2	1	27	51	31.38	82	23	2.79	M	307
3	1979	5	4	4	27	51	28.87	82	22	56.31	F	124
4	1983	2	8	6	27	51	24.99	82	23	30.01	M	185
5	1983	4	10	9	27	51	30.20	82	23	1.08	F	275
6	1985	11	22	9	27	51	28.55	82	23	5.62	F	225
7	1985	12	27	9	27	51	16.17	82	24	19.14	F	338
8	1986	8	16	4	27	52	5.05	82	19	29.96	F	149
9	1987	4	3	4	27	51	48.78	82	19	8.56	M	142
10	1990	9	25	9	27	51	16.54	82	23	39.62	F	220
11	1991	3	17	4	27	53	1.95	82	18	18.02	F	116
12	1992	5	24	1	27	51	24.76	82	21	3.78	F	251
13	1992	6	13	6	27	51	0.02	82	24	20.00	F	354
14	1993	12	22	9	27	51	46.26	82	25	50.95	M	300
15	1996	6	26	1	27	51	33.69	82	22	21.90	M	274
16	1997	1	28	8	27	51	35.24	82	23	5.46	F	300
17	1997	2	6	1	27	51	14.00	82	21	50.90	F	356
18	1997	7	10	4	27	51	16.30	82	20	48.94	M	142
19	1998	1	17	9	27	52	12.00	82	25	36.01	M	322
20	1998	5	3	4	27	52	55.59	82	17	55.93	F	127
21	1998	7	3	8	27	51	35.17	82	23	14.96	M	241
22	2000	3	29	1	27	51	25.20	82	23	27.60	M	346

LOCALITY

- 1 Gibsonton Alafia River at Hwy 41 Williams County Park.
- 2 Gibsonton Alafia River at Hwy 41.
- 3 Gibsonton S shore of Alafia River.
- 4 Gibsonton north shore Alafia River on spoil island.
- 5 Gibsonton South shore Alafia River under the Hwy US 41 Bridge.
- 6 Gibsonton .9 nautical miles east of mouth of Alafia River.
- 7 Gibsonton 100 yds offshore from Gardinier Chemical Plant at mouth.
- 8 Riverview on north bank of Alafia River east of US Highway 301 Br.
- 9 Riverview by the Civic Center.
- 10 Gibsonton near marker 15 in the Alafia River.

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- 11 Riverview approximately 1 mile downriver from the Alafia Drive.
 - 12 Riverview in a canal on the N. side of River Cove Drive.
 - 13 Gibsonton adjacent to the S. shore of the mouth of the Alafia River.
 - 14 East Tampa on SE side of the northernmost spoil island.
 - 15 Riverview floating behind residence at 8853 W. Mill Point.
 - 16 Gibsonton under the pier at Williams Park.
 - 17 Gibsonton between the dock and the sea wall behind residence.
 - 18 Gibsonton in a drainage ditch off of the river behind residence.
 - 19 Gibsonton near spoil island north of the mouth to the Alafia River.
 - 20 Brandon behind residence at 4006 Alafia Blvd.
 - 21 Gibsonton Williams Park 6401 Riverview Drive.
 - 22 Gibsonton approximately 1/2 mile west of Route 41.

Apollo Beach										
YEAR	MON	DAY	DTH*	DEG	MIN	SEC	DEG	MIN	SEC	SEX LENGTH
1	1978	1	26	9	27	45	25.65	82	25	32.67 F 272
2	1985	9	19	6	27	47	6.59	82	25	38.25 M 205
3	1989	1	19	4	27	46	31.57	82	24	26.75 F 83
4	1989	1	21	4	27	46	33.36	82	24	26.75 M 85
5	1989	12	28	5	27	54	11.83	82	24	52.54 F 200
6	1990	3	6	8	27	48	5.01	82	24	56.99 F 189
7	1990	11	20	6	27	47	34.98	82	24	3.13 M 319
8	1990	12	20	6	27	46	44.01	82	23	38.99 M 183
9	1991	1	7	4	27	47	39.98	82	24	44.99 F 140
10	1991	7	4	1	27	47	2.99	82	25	26.99 F 239
11	1991	12	22	6	27	47	35.00	82	24	42.00 M 233
12	1992	4	17	1	27	47	35.99	82	24	12.01 M 261
13	1993	12	30	6	27	47	34.98	82	24	45.03 M 291
14	1995	12	15	1	27	47	34.51	82	24	45.00 M 282
15	1996	4	9	8	27	47	56.22	82	24	47.73 F 261
16	1996	12	11	1	27	47	31.99	82	24	57.99 F 286
17	1996	12	30	4	27	47	55.86	82	24	45.14 F 137
18	1997	11	8	6	27	47	1.93	82	25	0.73 F 277
19	1997	11	23	6	27	47	33.18	82	25	5.73 M 215
20	1998	2	4	6	27	47	32.06	82	25	9.01 M 305
21	1999	1	6	1	27	47	31.99	82	24	59.97 M 315
22	1999	3	29	1	27	47	31.99	82	24	59.97 M 230
23	1999	8	23	1	27	46	30.00	82	26	9.60 F 242

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LOCALITY

- 1 Apollo Beach Apollo Beach Golf Course canal next to hole No. 13.
- 2 Apollo Beach Holiday Inn at south end of Hillsborough Bay.
- 3 Apollo Beach in finger canal behind residence at 6503 King Palm.
- 4 Apollo Beach in a finger canal behind residence at 6503 King Palm
- 5 Apollo Beach effluent canal of TECO Power Plant at Big Bend.
- 6 Apollo Beach intake lagoon for the TECO Big Ben power plant.
- 7 Apollo Beach Big Bend Power Plant manatee viewing area.
- 8 Apollo Beach in a canal behind the residence a 224 St. Thomas Circle.
- 9 Apollo Beach Big Bend Power Plant turning basin.
- 10 Apollo Beach approximately 400 yds. offshore of the marina.
- 11 Apollo Beach the N. wall of the outfall canal of the Big Bend plant.
- 12 Apollo Beach at the outfall canal of the TECO Big Bend Power Plant.
- 13 Apollo Beach at the floats at the S. end of the discharge canal.
- 14 Apollo Beach floating against marker buoys at the mouth.
- 15 Apollo Beach washed ashore west of the IMF Agrico Plant.
- 16 Apollo Beach beached at the high water line on the south bank.
- 17 Apollo Beach washed ashore 150 yds S. of the seawall.
- 18 Apollo Beach approximately due east of green channel marker #11.
- 19 Apollo Beach on park property at the north end of Surfside Blvd.
- 20 Apollo Beach ELAPP reclaimed area at north end of Surfside Blvd.
- 21 Apollo Beach on the beach across from the entrance to TECO.
- 22 Apollo Beach at the entrance to the TECO Power Plant outflow.
- 23 Apollo Beach in the channel at green marker #4.

Little Manatee River

Brazos Quadrangle River												
YEAR MON DAY DTH*				DEG MIN SEC		DEG MIN SEC		SEX	LENGTH			
1	1981	5	28	4	27	43	8.33	82	25	57.64	M	126
2	1982	3	22	9	27	41	30.47	82	27	23.80	M	227
3	1982	4	26	9	27	43	9.98	82	28	59.98	M	276
4	1983	7	24	4	27	42	59.21	82	26	8.57	F	155
5	1987	4	15	4	27	41	58.62	82	26	50.46	M	130
6	1988	4	27	4	27	39	52.69	82	24	11.48	F	150
7	1988	9	17	3	27	39	58.99	82	24	17.99	F	150
8	1989	12	17	5	27	44	55.01	82	28	9.99	M	198
9	1990	11	4	8	27	45	4.81	82	27	19.57	U	310
10	1991	2	5	8	27	40	43.01	82	25	53.99	F	157
11	1991	11	16	4	27	39	48.00	82	23	50.00	M	144
12	1995	6	2	1	27	40	36.98	82	26	3.98	F	241
13	1996	3	25	8	27	44	27.99	82	28	54.51	M	323
14	1997	3	21	8	27	41	20.40	82	26	32.96	F	265

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15	1997	11	29	7	27	42	13.60	82	26	54.13	U	
16	1998	4	8	4	27	43	1.38	82	26	17.01	F	121
17	1999	2	8	1	27	42	38.01	82	29	17.98	M	308
18	1999	8	17	4	27	43	8.32	82	25	57.57	M	104

LOCALITY

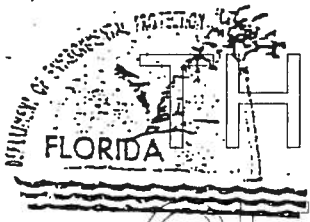
- 1 Ruskin in canal at NE 2nd St. and Hwy 41 btwn. Shell Pt. Rd.
- 2 Little Manatee River 2.5 miles south of Ruskin off Hwy 41.
- 3 Ruskin Little Manatee River near Shell Point.
- 4 Ruskin in canal off Marsh Branch behind chamber of commerce bldg.
- 5 Ruskin in first canal along W shore of river.
- 6 Ruskin behind residence at 2832 24 St.
- 7 Wimauma Little Manatee River State Recreation Area in switchback.
- 8 Ruskin Simmons County Park swim area at southwestern shoreline.
- 9 Ruskin Double Bayou Pass in Tampa Bay on mangrove island.
- 10 Ruskin behind residence at 2636 Riverbend Drive.
- 11 Ruskin Little Manatee State Park in the Little Manatee River.
- 12 Sun City floating up river 30 yards across from the Wildcat Creek.
- 13 Ruskin beached on Dickman Island approximately.
- 14 Ruskin floating against the north bank of the river.
- 15 Ruskin at the intersection of the Little Manatee River and US 41.
- 16 Ruskin off a vacant lot at the corner of Dickman Drive and Campus.
- 17 Ruskin of the corner of a vacant lot at 1023 Canal Street.
- 18 Ruskin near the fire station floating in the East finger canal.

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APPENDIX 1.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
MANATEE RECOMMENDATIONS

EXHIBIT E
page 29 of 35



Jeb Bush
Governor

Department of Environmental Protection

Marjory Stoneman Douglas Building
8900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

David B. Scrubs
Secretary

March 16, 1999

RECEIVED
W. DEX BENDER & ASSOC.

MAR 22 1999

Michael Dady
Atlantic Gulf Communities
2501 South Bayshore Drive
Miami, Florida 33133-5461

SUBJECT: Apollo Beach/Harbor Bay Projects (aka Bayside, South Shore Properties; Atlantic Gulf Communities); SWFWMD File No. 4918838.01; February 17, 1999 correspondence and March 2, 1999 facsimile

Dear Mr. Dady:

Thank you for sending the additional information in response to our manatee impact review comments dated February 1, 1999. Based upon the conditions discussed with Mr. Kirby Green, with some modifications, we have no further objections. Our recommendation is that the Development Order language should specifically require the following measures before the plug is removed:

1. Limited speed zones (as described on page two of this letter), reviewed and approved by the Bureau of Protected Species Management, should be established and posted;
2. Seagrass informational markers should be in place and maintained in perpetuity;
3. The navigational channel should be re-marked and maintained;
4. Initial establishment of a buoy marker system for the speed zones should be accomplished and Atlantic Gulf Communities agrees to assist in their maintenance in perpetuity;
5. An educational program, reviewed and approved by the Bureau of Protected Species Management, should be implemented and maintained in perpetuity;
6. Marketing materials will reflect the limited access from the lagoon system; and
7. A declaration shall be recorded which states:

"Lots located on the lagoon shall have access to the canal system and ultimately to Tampa Bay only through a single boatlift or other mechanical means but shall never have a direct connection to the canal system and to Tampa Bay. This restrictive covenant shall run with the land and shall bind all future owners of these lots in perpetuity."

"Protect, Conserve and Manage Florida's Environment and Natural Resources"

EXHIBIT E
page 30 of 35

OR BK 12837 PG 1819

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OR BK 12837 PG 1820

Michael Dady

March 16, 1999

Page 2

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Removal of the plug would allow for easier ingress and egress of boats from potentially 400 docks in the existing canal system. This easier access to Tampa Bay would increase the amount of daily boat traffic from this system as compared to a boatlift at the plug. It is also probable that easier Bay access will make the single-family lots more marketable, which in turn may speed up the introduction of boats into this area. Adequate speed zones are expected to offset the increased amount of daily boat traffic as well as the faster introduction of boats into this system as a result of plug removal.

We support additional manatee protection zones along the shoreline of Tampa Bay, particularly around Simmons Park and the Little Manatee River. These zones, however, should be established specifically for manatee protection and should be done comprehensively throughout the Bay. A more limited speed zone to address the specific areas where boats from the existing canal system and manatees will most likely interact is more appropriate as mitigation for your project. You have suggested a permanent slow speed zone in the vicinity of the project with a seasonal 25-mph channel. This suggestion is similar to the recommendations made by the Manatee Protection Strategies Task Force in June 1998. The recommendations by the Task Force were made without the knowledge of this impending development.

We would like to modify your proposal. An appropriate limited zone would be slow speed within all waters of Harbor Bay and the Apollo Beach DRI area, including all inland waters to the same contour line designated in your proposal and inclusive of all areas boaters may traverse to access the Bay from your project. An appropriate south-west-northeastern boundary would be from the vicinity of Wolf Branch to the speed zone at the power plant discharge. We agree with your assessment that boat traffic using Wolf Branch would harm state-submerged lands and valuable marine resources. Accordingly, we would recommend that the waters of Wolf Branch, and the breach from the canal system into this creek, be designated as Motorboats Prohibited. Appropriate posting of such a zone would be determined during the rulemaking process. The buoys marking the zone, the navigational markers and seagrass informational markers must be maintained in perpetuity. We believe it is your responsibility to assist in finding the appropriate entity to maintain these buoys and markers.

Some of these measures are beyond your immediate control. The authorities that can produce manatee protection speed zones by rule or ordinance are federal, state or local governmental entities. However, you can assist the appropriate entity in the coordination, development, establishment and marking of the zone. We believe the appropriate entity for this type of mitigation would be the County, since our Bureau's rulemaking priorities are large areas where manatee protection is required, rather than limited areas

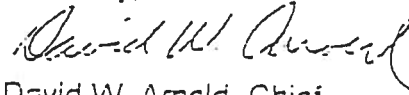
EXHIBIT E
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Michael Dady
March 16, 1999
Page 3

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identified as mitigation for specific developments. Please do not hesitate to call me or Kipp Frohlich of my staff at (850) 922-4330 if you have any questions.

Sincerely,



David W. Arnold, Chief
Bureau of Protected Species Management

DWA/mpd

cc: Tim Butts, RPC
Kirby Green, DEP
F. Jackson Moore, P.E. - Tampa Regulation Department, SWFWMD
Karen Gruenhagen, SWFWMD
Mike Nowicki, District Engineer - U.S. Army Corps of Engineers, Jacksonville
Kevin Mineer, Hillsborough County
Thomas H. Fraser, W. Dexter Bender & Associates, Inc.
Darrin Taylor, DCA
Drew E. Sanders, Biological Research Associates
Brian Pridgen, USFWS-Tampa
Andreas Mager, Jr., NMFS
William L. Cox, EPA

C:\DATA\IDCC\HILLSBORO\Apollo Beach Dady2.doc

EXHIBIT E
page 32 of 35

THIS IS NOT A
CERTIFIED COPY

TECO Power Plant

Proposed Zone Boundary
(500 ft beyond 6-foot contour)

Project Site

Entrance to Wolf Branch

EXHIBIT E
page 33 of 35

OR BK 12837 PG 1822

THIS IS NOT A
CERTIFIED COPY

APPENDIX 2.

MANATEE CONDITIONS IN THE HILLSBOROUGH COUNTY
APPROVAL OF THE NOTICE OF PROPOSED CHANGES
TO THE APOLLO BEACH DRI
FOR
HARBOR BAY

THIS IS NOT A

2. Prior to removal of an earthen plug at the former location of a boat lift in Pocket 108 in the Apollo Beach DRI, the developer shall provide for the following:

CERTIFIED COPY

- a. Limited speed zones and motor boat prohibition zones consistent with the Florida Department of Environmental Protection's letter of March 16, 1999, for this project, shall be reviewed and approved by the Bureau of Protected Species Management and shall be established and posted. A copy of this letter is attached as Exhibit F and incorporated by reference.
- b. Seagrass informational markers shall be in place and maintained in perpetuity.
- c. The navigational channel shall be re-marked and maintained.
- d. Initial establishment of a buoy marker system for the speed zones described above shall be accomplished and Atlantic Gulf Communities agrees to assist in maintenance of the system in perpetuity.
- e. An educational program, reviewed and approved by the Bureau of Protected Species Management, shall be implemented and maintained in perpetuity.
- f. Marketing materials will reflect the limited access from the lagoon system.
- g. A declaration shall be recorded which states.

"Lots located on the lagoon shall have access to the canal system and ultimately to Tampa Bay only through a single boatlift or other mechanical means but shall never have a direct connection to the canal system and to Tampa Bay. This restrictive covenant shall run with the land and shall bind all future owners of these lots in perpetuity."
- h. Limitation of the total number of individual docks in the Harbor Bay DRI to 675. Of which no more than 300 individual docks shall be in the "Lake" shown on the DRI Master Plan (Composite Exhibit C).
- i. Issuance of all required environmental approvals and permits.

EXHIBIT B:
Form of Vessel Registration Application

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Vessel Registration Form

Vessel Owner Name: _____ Date: _____

Property Owner Name (if different than Vessel Owner): _____

Block Number: _____ Lot Number: _____

MiraBay Address where boat is docked: _____

Alternate Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Email Address: _____

Vessel #1

FL Registration # _____ Boat Mfg _____

HIN# _____ Boat Size _____ Boat Name _____

TYPE: ☐ Power ☐ Sail ☐ PWC ☐ Other

HP: _____

REGISTRATION: ☐ Initial ☐ Annual Renewal

Vessel #2

FL Registration # _____ Boat Mfg _____

HIN# _____ Boat Size _____ Boat Name _____

TYPE: ☐ Power ☐ Sail ☐ PWC ☐ Other

HP: _____

REGISTRATION: ☐ Initial ☐ Annual Renewal

Vessel #3

FL Registration # _____ Boat Mfg _____

HIN# _____ Boat Size _____ Boat Name _____

TYPE: ☐ Power ☐ Sail ☐ PWC ☐ Other

HP: _____

REGISTRATION: ☐ Initial ☐ Annual Renewal

RELEASE OF ALL LIABILITY AND INDEMNITY FOR MECHANICAL BOAT LIFT. IN CONSIDERATION FOR THE USE OF THE MECHANICAL BOAT LIFT (THE "MECHANICAL BOAT LIFT") SEPARATING THE MIRABAY LAGOON FROM THE MIRABAY CANALS, I (THE UNDERSIGNED PARTY) HEREBY RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY THE DISTRICT ENGINEER, THE DISTRICT COUNSEL, TERRABROOK APOLLO BEACH, LLC, NEWLAND REAL ESTATE GROUP, LLC, NASH FINANCING, LLC AND NASH VINGT-HUIT, LLC, NEWLAND COMMUNITIES, L.L.C. AND TERRABROOK APOLLO BEACH, L.P., A DELAWARE LIMITED PARTNERSHIP, MIRABAY HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, 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 (COLLECTIVELY, THE "IDEMNITEES" AND EACH INDIVIDUALLY REFERRED TO AS THE "IDEMNIFIED PARTY"), FROM AND AGAINST ANY AND ALL LIABILITY FOR INJURY, DAMAGE OR LOSS INCURRED OR SUSTAINED BY ME, MY MINOR CHILD (OR WARD) OR THIRD PARTIES, ARISING OUT OF MYSELF OR ANY MEMBER OF MY FAMILY OR ANYONE OPERATING A BOAT OR WATERCRAFT OWNED AND/OR USED ON THE DISTRICT WATERWAYS OR RELATED TO THE USE OF THE MECHANICAL BOAT LIFT. THE FOREGOING RELEASE, HOLD HARMLESS AND INDEMNITY INCLUDES: (A) ANY INJURY, DAMAGE OR LOSS CAUSED BY OR CLAIMED TO HAVE BEEN CAUSED BY THE NEGLIGENCE, WHETHER IN WHOLE OR IN PART, OR WHETHER BY ACT OR OMISSION, OF THE IDEMNITEES; (B) ANY INJURY, DAMAGE, AND LOSS ARISING OUT OF BODILY INJURY INCURRED OR SUSTAINED BY ME, MY MINOR CHILD (OR WARD) OR THIRD PARTIES; (C) ANY INJURY, DAMAGE AND LOSS TO PROPERTY OWNED BY MYSELF, ANY MEMBER OF MY FAMILY OR BY ANY OTHER PARTY; (D) ALL OTHER INJURIES, DAMAGES AND LOSSES OF ANY KIND. MY OBLIGATION TO INDEMNIFY THE ABOVE-NAMED PARTIES INCLUDES THE OBLIGATION TO INDEMNIFY SAID PARTIES AGAINST ANY ATTORNEYS' FEES AND COSTS INCURRED BY THE INDEMNIFIED PARTY IN THE DEFENSE OF ANY CLAIM OR SUIT RELATED TO OR ARISING OUT OF ANY SUCH INJURY, DAMAGE OR LOSS.

I HAVE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING AND CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I AGREE TO ABIDE BY THIS AGREEMENT. I FURTHER CERTIFY THAT I HAVE READ AND WILL ABIDE BY THE DISTRICT'S RULE REGARDING DISTRICT WATERWAYS AND BOATING FACILITIES, AS MAY BE AMENDED FROM TIME TO TIME, WHICH GOVERNS ALL RESIDENTS OF THE DISTRICT.

Date: _____

_____ Witness Initials

Print Name: _____

Approval
Signature of District Manager: _____ Date: _____

A copy of this form will be filed with the District. Keep your copy with important boating papers.

If a vessel is added or deleted, please contact the District so we can update our files. 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.

<p>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.</p>

COMPOSITE EXHIBIT C:
Master Dock Plans

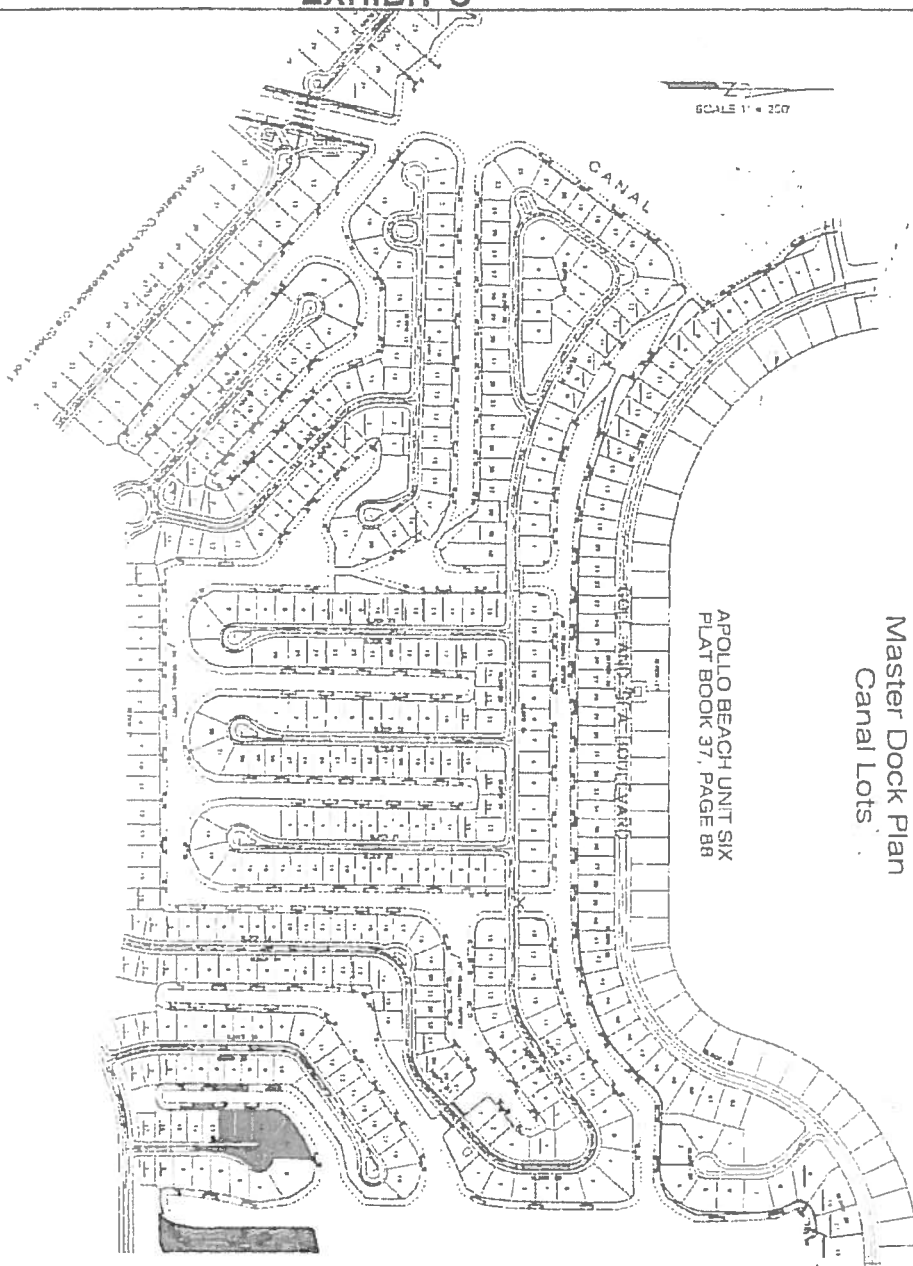
Figure 10 consists of two cross-sectional diagrams of a door assembly. Diagram (a) shows a door with a 10mm gap between the door and the frame. Diagram (b) shows a door with a 10mm gap between the door and the frame.

SCALE 1' = 250'

MIRA BAY

Master Dock Plan
Canal Lots

APOLLO BEACH UNIT SIX
PLAT BOOK 37, PAGE 88

[illegible]

SCAROLA ASSOCIATES

ENGINEERING DESIGN AND LAND CONSULTANTS, P.A. 229 N. G-20077

011) 541 2908 0629 BELFAGE BOULEVARD APOLLO BEACH, N. 32572 FAX 407 341 3113

MILWAUKEE

NAUTICAL JOCKEYMAN CANAL 571

FILED IN	FILE	DATE
----------	------	------

230-40	200	27-42
--------	-----	-------

4a	1b + 4a	5a
----	---------	----

2. James Earl Ray

[illegible]

2

08-31-88	Charged Job 1 & 2. Block 9 to 4-rigs Deck	9 30
----------	-------------------------------------------	------

[illegible]

**Master Dock Plan
Lagoon Lots
EPC REVIEW**



SCALE 1" = 200'



ELAPP AREA
PRESERVATION AREA

- Approval prior to ECHA

Notes:

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

Resisted: Docks him across mid back length instabilities

Undetermined: Large volumes were not able to be determined as no information was provided for this additional measurement system from the data.

1. *Journal of the American Medical Association*, 1997; 277: 1001-1005.

This is a guidance document only. All dock locations are subject to field verification. All variances are subject to Military ECC approval and shall always be controlled by the provisions of the SWPM/MD EEP, Tampa Port Authority and the Army Corps of Engineers permits.

This strong represents dock (pool) guidelines. The Homeowner's Association should bear the responsibility to perform field inspection prior to issuance of authorization for stock construction to ensure that docks are located in an accessible manner. Minor deviations in layout of dock structures may be permitted by the associations in order to accommodate site specific features. Mass drawings Do Not Represent a Structural Design. All docks shall be constructed in accordance with the HMA approved structural design (see attached).

Scarola Associates - Plotted on Jun 28, 2012 - 2:52pm by Brittne using Layout Name: Lagoon

Jun 28, 2012 - 2:02pm by eprints using Layout Name: Layout

SCAROLA ASSOCIATES

ENGINEERING DESIGN AND LAND CONSULTANTS, P.A. CERT. No. EB-0005870
(813) 641-3908 100 FRANDORSON CIRCLE • SUITE 202 • APOLLO BEACH, FL 33572 FAX (813) 641-2112

HARBOR BAY
MASTER ROCK PLAN - LAGOON LOTS

PROJECT No.: 834.01	SCALE: 1" = 200'	DATE: 4
DRAWN: W.R.	DESIGN TEAM: J.R. - W.R.	CHECK:

PLOT:
X:\Drawings\Hald\Dock\

NAME:
Hald Dock Plan Rev 11-11-03

09-30-08	CORRECTED DEPICTION OF LOTS 1, 2 & 3, BLOCK 4B	B.B.C.
07-08-08	Combined Lots 32 & 33, Block 14 to 1 Single Dock	B.B.C.
07-08-08	Combined Lots 23 & 24, Block 14 to 1 Single Dock	B.B.C.
05-01-08	Channel 1 into 3A & 3B, Block 22 to Single Dock	B.B.C.

EXHIBIT D:
Request for Review of Dock & Boat Lift Plans

Exhibit D

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR REVIEW OF DOCK & BOAT LIFT PLANS

The undersigned owner seeks review by the Harbor Bay Community Development District of the following proposed improvement (“**Improvements**”): ☐ Dock OR ☐ Boat Lift OR ☐ Other (Specify here: _____), at the following location:

Application Must Include

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

The CDD has adopted the MiraBay Master Dock Plan for Canal Lots (“Canal Lots Master Dock Plan”) and the MiraBay Master Dock Plan for Lagoon Lots (“Lagoon Lots Master Dock Plan,” and together with the Canal Lots Master Dock Plan, “Master Dock Plans”). The CDD’s review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plans, the District’s Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District’s rules, including but not limited to the Rule Regarding District Waterways and Boating Facilities. The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager patricia.comings-thibault@dpfg.com, 250 International Parkway, Suite 280, Lake Mary, Florida 32746, (321)263-0132. **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 Master Dock Plans and the rules and policies of the CDD.
- b) My lot may be permitted to have a dock only if: 1) the dock is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, 2) the type of dock I propose is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, and 3) the dock is approved in writing.
- c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but 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: _____ Date: _____

Address: _____

City / State / Zip: _____

Phone Number: _____

Contractor Signature: _____

Contractor Name: _____ Date: _____

Address: _____

City / State / Zip: _____

Phone Number: _____

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]

RECOMMENDATION OF DISTRICT ENGINEER:

[] RECOMMEND APPROVAL, contingent on: _____

[] 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 be signed by both Homeowner and Contractor and must include
 - a) Street address
 - b) Telephone number
- 6) All contractors must provide names of all persons and/or subcontractors and provide complete and up-to-date insurance coverage including, as a minimum, General Liability, Automobile, USL&H and Longshoreman's maritime coverage for all workers and equipment either direct or subcontractors.
- 7) Drawings:
 - a) All drawings must be complete.
 - b) All measurements of pilings are to be shown center to center and dimensionally accurate.
 - c) All drawings must show correct orientation.
- 8) All 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 without the 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 Master Dock Plans (copies of which are available for review from the District Manager) with a dock will be eligible for a boat lift, subject to any applicable regulatory restrictions. You may request an Improvement Application Form by contacting:

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

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

- a. Application must list business entity of contractor and be signed by contractor
- b. Complete specifications for the mechanical lift
- c. Spacing of the outer lift piling showing the required wrapping of the piling
- d. Water and power layout
- e. Provide a contractor's name and attach a copy of current license and Insurance 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 DPGF Management & Consulting LLC address listed above and the District will review each application and return a determination to the applicant. The homeowner will not be required to request approval of any add on features provided they are from the approved list of options.

THESE GUIDELINES AND REGULATIONS MAY BE AMENDED WITHOUT PRIOR NOTICE

MECHANICAL BOAT LIFT

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

- Direct Gear Driven
- Maintenance Free Seal Gear Box
- 5/8" Stainless Steel Cables And Hardware
- 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.

Exhibit 1

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
250 International Parkway, Suite 280, Lake Mary, Florida 32746
ATTN: District Manager

CANAL WALL CONNECTION APPLICATION

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

Owner(s) Name(s) _____

Lot Street Address _____

City, State and Zip Code _____

Phone Number _____

Lot Tax Folio Number _____

For Lifts being installed, please identify:

Contractor Name and License Number _____

Contractor Phone Number _____

(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: _____

Co-Owner Signature: _____ Date: _____

Date: _____

Received by: _____

Harbor Bay Community Development District

For Office Use Only

APPROVED ____ DISAPPROVED ____

Explanation for Disapproval (if applicable): _____

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.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

District Counsel, Harbor Bay CDD
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Parcel ID for Property: _____

**LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)**

This License Agreement (Personal Watercraft Lift) (“**Agreement**”) is entered into as of this _____ day of _____, 20____, by and among:

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

_____ and _____
(together, “**Owner**”), the fee simple owners of the “**Property**” identified as:

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

WITNESSETH:

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

WHEREAS, Owner owns the Property within MiraBay; and

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

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

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

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

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

2. **License for Installation & Maintenance of Lift; Limitation.** Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license for the sole purpose of

installing and maintaining the Lift on the Canal Wall. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Lift on the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

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

- a. Owner shall be fully responsible for the installation and maintenance of the Lift, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
- b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement.
- c. Owner shall ensure that the installation and maintenance of the Lift does not interfere with the CDD's rights in the Easements, and does not damage any property of CDD or any third party's property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD's option, shall either direct Owner to repair the damage at Owner's expense, or shall conduct such repairs at Owner's expense.
- d. Owner shall be responsible for ensuring that the installation and maintenance of the Lift is 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.

6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word “Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

Witnesses:

Owner

By: _____

By: _____

Print Name

By: _____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__, by _____. He/she [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

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

[Signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:

Owner

By: _____

By: _____

Print Name

-

By: _____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20____, by _____. He/she [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

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

[Signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:

**Harbor Bay
Community Development District**

By: _____

By: _____

Print Name

Its: _____

By: _____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization 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]

EXHIBIT E:
Utilities Connection Application

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
250 International Parkway, Suite 280, Lake Mary, Florida 32746
ATTN: District Manager

UTILITIES CONNECTION APPLICATION

The undersigned (“**Owner**”) represent that they are the owners of record for the property described below (“**Property**”). The Owner desires to install (which shall include, without limitation, any reconnection work) and maintain power and water lines through 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.

Owner(s) Name(s) _____

Lot Street Address _____

City, State and Zip Code _____

Phone Number _____

Lot Tax Folio Number _____

For power and water lines being installed (which shall include, without limitation, the reconnection of existing lines) please identify:

Contractor Name and License Number _____

Contractor Phone Number _____

(Attach Certificate of Insurance from Contractor)

Expected Start Date: _____ Expected Completion Date: _____

This Utilities Connection Application, as well as the attached *License Agreement (Utilities Connection)*, 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 this property. **Owner agrees to abide by the terms of the License Agreement (Utilities Connection).**

Owner Signature: _____ Date: _____

Co-Owner Signature: _____ Date: _____

Date: _____

Received by: _____

Harbor Bay Community Development District

For Office Use Only

APPROVED ____ DISAPPROVED ____

Explanation for Disapproval (if applicable): _____

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.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

District Counsel, Harbor Bay CDD
HOPPING GREEN & SAMS PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Parcel ID for Property: _____

**LICENSE AGREEMENT
(UTILITIES CONNECTION)**

This License Agreement (Utilities Connection) (“**Agreement**”) is entered into as of this ____ day of _____, 20____, by and among:

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

_____ and _____
(together, “**Owner**”), the fee simple owners of the “**Property**” identified as:

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

WITNESSETH:

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

WHEREAS, Owner owns the Property within MiraBay; and

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

WHEREAS, Owner has requested authorization to install (which shall include, without limitation, any reconnection work) and maintain power and water utility lines (“**Utility Lines**”) through the Canal Wall and to Owner’s dock; and

WHEREAS, in order to accommodate such requests, CDD has installed conduits in the Canal Wall for certain lots, and/or established a specification for the placement of Utility Lines through the Canal Wall for other lots (together, “**Utility Pass-Throughs**”); and

WHEREAS, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Utility Lines using the Utility Pass-Throughs;

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 Utility Lines; Limitation.** Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license to use the CDD-authorized Utility Pass-Throughs for the sole purpose of installing and maintaining the Utility Lines through the Canal Wall and to the dock at the Property. Owner acknowledges that this Agreement authorizes only the connection and maintenance of power and water utilities through 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 Utility Lines, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
- b. Owner shall ensure that any connection of Utility Lines through the Canal Wall is done using the CDD-authorized Utility Pass-Throughs.
- c. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to the Agreement.
- d. Owner shall ensure that the installation and maintenance of the Utility Lines 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.
- e. Owner shall be responsible for ensuring that the installation and maintenance of the Utility Lines are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and set back requirements.
- f. 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.
- g. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Utility Lines. 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.
- h. Upon completion of the installation, the Utility Lines will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Utility Lines, and agrees to maintain the Utility Lines 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 Utility Lines at Owner's expense, and that the CDD is not obligated to re-install the Utility Lines 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, agents and representatives of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement (Utilities Connection) to be executed the day and date first above written.

Witnesses:

Owner

By: _____

By: _____

Print Name

By: _____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__, by _____. He/she [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

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

[Signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT (UTILITIES CONNECTION)]

Witnesses:

Owner

By: _____

By: _____

Print Name

By: _____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20____, by _____. He/she [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

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

[Signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT (UTILITIES CONNECTION)]

Witnesses:

**Harbor Bay
Community Development District**

By: _____

By: _____

Print Name

Its: _____

By: _____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization 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]

EXHIBIT F:
Pollutant Discharge Contingency and Best Management Practices Plan

Harbor Bay Community Development District
Pollutant Discharge Contingency and
Best Management Practices Plan
Hillsborough County, Florida

TABLE OF CONTENTS

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Schedule 1: Response Team Contact List

Schedule 2: Harbor Bay Community Development District – Response Contacts

Figure 1: District Map of Lagoon System and Canal Systems

1. PURPOSE AND OBJECTIVES

The purpose of this Pollutant Discharge Contingency and Best Management Practices Plan (“Plan”) is to provide the residents of the Harbor Bay Community Development District (“District”) with specific instructions to effectively prevent and if necessary respond to the discharge of pollutants into the Lagoon and Canal System of the subdivision.

The Plan was prepared to help District residents respond quickly and efficiently to a potential pollutant discharge and to handle such emergencies effectively. For the purposes of this plan, the terms Pollutant and Surface Waters shall be defined as follows:

Pollutants: Any substance which, if discharged on or into Surface Waters, could result in the violation of Florida state water quality standards and/or the destruction or degradation of biological resources as defined in Chapter 376.302, *Florida Statutes*. The primary pollutants specifically addressed in the Plan include, but are not limited to, petroleum products typically associated with recreational boating such as gasoline, diesel fuel, solvents, motor oil, petroleum products, etc.

Surface Waters: The Lagoon System (defined herein) and Canal Systems (defined herein) water bodies within the boundaries of the District intended for use by recreational boaters.

The purpose of the Plan is also to establish the procedures for a coordinated and integrated response to Pollutant discharges that may occur. All District residents shall be supplied with a copy of the Plan, and it is important that all residents take the time to read and become thoroughly familiar with the Plan.

The objectives of the Plan include the following:

- To outline appropriate preventative and preemptive measures regarding pollution prevention procedures;
- To outline effective procedures for reporting any type of Pollutant discharge;
- To assist in promptly initiating measures to restrict further natural resource damage once a pollutant discharge has occurred;
- To assure that adequate protection is provided for the health and welfare of District residents.

2. DESCRIPTION OF WATERFRONT FACILITIES

The District is located in unincorporated Hillsborough County, Florida, and lies between U.S. 41 and Tampa Bay, Florida, north of Ruskin, Florida and south of the existing community of Apollo Beach, Florida. One of the primary attributes of the District is its proximity to navigable waters of the Tampa Bay and the Gulf of Mexico. To facilitate boating access to navigable waters and maintain compliance with Florida state water quality regulations, certain structural and biological design elements within the District were implemented:

- The large central lagoon system, a manmade freshwater lake, serves as both a safe harbor for recreational boaters, as well as a conveyance mechanism for on-site and off-site stormwater ("Lagoon System"). The Lagoon System is separated from tidal waters through a boatlift structure that also serves as a discharge device. While on-site stormwater is treated in accordance with Florida state requirements prior to discharge to this facility, the boatlift structure serves as an ideal location to contain any contaminants prior to discharge to directly connected tidal waters. Accordingly, a skimmer plate was designed and incorporated into the boatlift structure to skim the Surface Water of the lagoon.
- The internal canal systems ("Canal Systems") are directly connected to tidal waters and, therefore, must be managed carefully to attain high water quality. Accordingly, a network of pipe connections and funnel shaped concrete structures was installed throughout the Canal Systems. These devices are intended to provide circulation and flushing in the Canal Systems that were formerly stagnant. These structures are ideal locations for the containment of any contaminants prior to discharge into the Tampa Bay.
- Certain locations along the Canal Systems are shaped with shelves referred to as "Bio-Sumps" and vegetated with wetland species associated with pollutant "uptake." These areas are intended to provide secondary water quality benefits and need to be protected.

No fixed fueling facilities are located within the District and no hand-fueling of boats or other water craft, by use of a gas can, gas caddy or other similar device, is permitted within the boundaries of the District. Fuel for boats or other watercraft may not be stored within the boundaries of the District. District residents shall refuel boats outside the boundaries of the District at any of the local commercial marinas or via a Board-approved fuel delivery company utilizing a land-based truck in accordance with Section 4 of this Plan. Such refueling practices will substantially reduce the probability of an accidental petroleum discharge. The maintenance to and of boat engines within the boundaries of the District shall be restricted to light duty maintenance. Only recreational boats may be moored in the Canal Systems and Lagoon System, except any such commercial boat needed for improvements permitted by the District on a temporary basis. Additionally, miscellaneous dockage may be provided for certain regulatory agencies that may provide marine rule enforcement or protection for wildlife.

3. ENVIRONMENTALLY SENSITIVE NATURAL RESOURCES

Protection of the shoreline of the District Canal Systems is vital to the protection of any existing mangrove and recruitment of new mangrove growth.

Mangroves are protected by federal and Florida state laws because they provide several important environmental functions, including, but not limited to, the following:

- Erosion control and storm protection;
- Water quality enhancement;
- Primary food source for marine animals; and
- Critical habitat for numerous shellfish, fish and birds.

Mangroves are naturally resilient with respect to the physical stresses caused by boat wakes and even hurricanes, however, mangroves are not tolerant of Pollutants. When spilled into open waters, Pollutants float and create a surface slick that readily blankets the intricate root network of mangroves. Root exposure to Pollutant spills will ultimately kill mangroves as well as the shellfish and fish that live among the mangroves. Residents should regard all mangrove fringes along the shorelines of the District as an environmentally sensitive natural resource to be protected and enhanced to the greatest extent possible. Towards this end, every effort should be made to avoid the spilling of even minor quantities of Pollutants into the Surface Waters of the District. Furthermore, residents should avoid physical damage to mangroves caused by trimming, hedging, filling or excavation, wherever feasible. To avoid potential penalties, guidance from the Florida Department of Environmental Protection ("FDEP") and the Hillsborough County Environmental Protection Commission should be sought prior to initiating any of these activities.

4. POLLUTION PREVENTION MEASURES

Within the District, the discharge of Pollutants into the Surface Waters may result in the degradation of water quality and environmentally sensitive natural resources. Therefore, it is critical that District residents, especially those docking and operating boats within the District, exercise proper pollution prevention procedures. All Districts residents shall adhere to the following rules:

- **No vessels docked within the District may be used for "liveaboard" purposes.** A liveaboard vessel is defined as a vessel docked within the boundaries of the District that is inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period.
- **No fixed vessel refueling facilities are located within the District. To eliminate the risk of a fuel spill, no vessel refueling is permitted within the District; provided, however, that vessel refueling by land-based truck shall be permitted provided the fuel delivery company has been approved by the**

Board as specified in the following paragraph. Boat owners are advised to fuel their water vessels at any of the several marina facilities available in the local area or via a Board-approved fuel delivery company utilizing a land-based truck. A list of Board approved fuel delivery companies is posted on the District website: <http://harborbaycdd.org/>. **The fueling of vessels by a fuel delivery company that has not been approved by the Board is explicitly prohibited.**

- Fueling of vessels at docks on the canals and lagoon will be allowed by land-based trucks; provided however, that the fuel delivering company is properly licensed in accordance with applicable Federal, state, county and local government requirements and is properly insured. An approved fuel delivery company's insurance coverage shall include workmen's compensation, general liability, pollution cleanup, and damages to person or property caused by pollution and all in amounts satisfactory to the Board. Before a fueling company may be admitted into the District, the company's insurance policies and license shall be submitted to the Board and approved.
- No marine repair facilities are located within the District. **To eliminate the risk of a Pollutant or paint spill, major boat engine repair (including fluid changes, e.g., oil or gear lube, etc.) or hull maintenance is prohibited within the boundaries of the District.** Limited minor repairs and minor maintenance work (e.g., prop replacement, external hardware upkeep, light wiring repair and other miscellaneous, non-invasive work) will be allowed within the boundaries of the District. Boat owners are advised to have their vessels repaired or maintained at any of the several marina facilities outside the boundaries of the District available in the local area.
- It is a violation of federal and Florida state laws to discharge raw sewage from any vessel into fresh water, or within the coastal salt water limits which extend nine (9) nautical miles into the Gulf of Mexico. **The discharge of any sanitary wastes from any vessel into the Surface Waters of the District is explicitly prohibited.**
- **The discharge of contaminated bilge water from any vessel into the Surface Waters of the District is prohibited.** Boats with an automatic bilge pump will not be allowed to be stored on-site if the bilge discharge shows signs of pollution. Boat owners are encouraged to properly and frequently clean their boat bilges.
- The amount of fish waste disposed into a small-enclosed basin, such as the District's Lagoon System or the Canal Systems, can exceed that which exists naturally in the water. In small quantities, fish waste is fed upon by scavengers (e.g., catfish, crabs, shrimp, flounder, etc.) and does not materially decrease the water quality or the fish population. However, in concentrated quantities where water circulation is restricted, the decomposition of fish waste can deplete the water of dissolved oxygen, leading to degraded water quality and depleted fish

populations. Feeding fish with bait or fish waste similarly loads District Surface Waters and can disrupt the feeding behavior of wild animals and spread diseases among them; therefore, **the disposal of fish or bait waste within the District's Surface Waters is prohibited.** District residents are encouraged to utilize solid waste containers or to dispose of small quantities of unused bait and fish waste offshore. Any normal residential solid wastes should be disposed of within solid waste containers at each District resident's home.

- The following best management practices will help negate any negative effects of the release of toxicants from anti-fouling paints used on boat bottoms:
 - I. All boat owners and operators shall be in compliance with the District's *Amended and Restated Rule Regarding District Waterways and Boating Facilities*, dated June 15, 2017, as adopted by the District pursuant to Resolution 2017-11, as amended from time to time ("Waterways and Boating Facility Rule").
 - II. All boat owners and operators shall be in compliance with the *Manatee Protection Plan* (originally at OR Book 11746, Page 1273), a copy of which is included as an exhibit to the Waterways and Boating Facility Rule.
 - III. Wipe down hulls often to prevent soft and hard growth and reduce scrubbing and toxicant release. Hull cleanings may only be performed off-site.
 - IV. Select a paint that does not require caustic solvents and releases little or no pollutants.
 - V. Use a hard, less toxic or non-toxic paint.
- Residential dock pilings utilized within the District shall be vinyl wrapped with thirty-mills (.030") thick vinyl, attached with one-inch (1") stainless steel large head nails from twelve-inches (12") below canal bottom to six-inches (6") above the mean high water mark as an added measure of caution for concerns related to the retention of chemical constituents in the piling wood preservative. The vinyl wrapping shall be inspected every six (6) months for damage. Any punctures shall be repaired within fourteen (14) days of occurrence.
- Tangled fishing line, plastic bottles, balloons, children's toys and similar debris are hazardous to marine life. Residents should be vigilant in protecting the District's Surface Waters from these type of materials. **The introduction of any such material is prohibited.**

5. NOTIFICATION PROCEDURES

The District shall have a Pollutant discharge containment and notification plan that more particularly sets forth the standards and protocol of the Response Team (“Response Team Plan”). The Response Team Plan shall be prepared by the District Manager or other individual(s) appointed by the Board, shall be in compliance with this Plan, and shall be approved by the Board. The Response Team Plan shall provide for a team of District resident volunteers and/or contractor personnel (“Response Team”). The Response Team shall promptly deploy containment equipment when Pollutant discharges are discovered in District Surface Waters. The Response Team Plan shall provide for the prompt notification of FDEP, Hillsborough County Environmental Protection Commission and any and all of the federal, state, county or local agencies as required by law.

The District’s Board of Supervisors (“Board”) shall seek and select members for the Response Team, or otherwise delegate such authority. The members of the Response Team shall be reflected on **Schedule 1** and updated by the Board from time to time in its sole discretion. Any member of the Board or any other District resident wishing to volunteer may serve on the Response Team subject to Board approval, in its sole and absolute discretion. If the Board is unable to obtain sufficient volunteers to comprise the Response Team or, if the Board otherwise deems it in the best interest of the District, the Board may engage contractor personnel to provide substantially similar services.

The following notification and alert procedures shall be part of and supplemented by the Response Team Plan and shall commence immediately upon the observance of a Pollutant discharge. These procedures are to be followed by all District residents, directly or indirectly involved in the emergency, and are as follows:

- A. Any District resident observing or discovering a Pollutant release, or having been notified of the same by a third-party, shall immediately notify the District Manager at the contact number listed on **Schedule 2**. **Schedule 2** shall automatically update without further action by the Board when the District Manager changes and/or the District Manager’s contact information changes as shall be reflected on the District website: <http://harborbaycdd.org/contact-us/>. In the event the District Manager is not available, the District resident should contact a Board member at the contact number listed on **Schedule 2**. **Schedule 2** shall automatically update without further action by the Board when a Board member’s seat is vacated for any reason and a new Board member is sworn in to the previously vacated seat as shall be reflected on the District website: <http://harborbaycdd.org/about-the-district/board-of-supervisors/>. All Surface Waters are named as depicted on **Figure 1** attached hereto.

When reporting a spill to the District Manager or Board member, the District resident will refer to the Surface Water identification number (or name) and location as depicted on **Figure 1**. The District Manager, or Board member, will then contact the Response Team.

- B. In the case of a fire, boat accident, or other significant hazard, dial 911 immediately and then, only after contacting such emergency personnel, contact the District Manager.
- C. The Response Team will confirm the spill, determine its cause if possible, and estimate its magnitude and shall immediately notify the appropriate agencies after attempting to contain the Pollutants.
- D. The Response Team shall immediately provide telephone notification of a Pollutant discharge to the following agencies:
 - > **United States Coast Guard National Response Center**
800-424-8802
 - > **Florida Marine Patrol**
800-DIAL-FMP or 800-342-5367 or VHF – Channel 16 or
801-FMP on Your Cell Phone
 - > **Division of Law Enforcement**
850-413-9911
 - > **Hillsborough County Environmental Protection**
Commission Phone: 813-272-5960
 - > **District Manager 321-263-0132 X-738**
- E. The information to be provided by the Response Team during the notification process shall contain the following accurate information:
 - > Type of spill (petroleum, oil, etc.);
 - > Time the spill occurred or was first observed;
 - > Where the spill occurred;
 - > The number and names of individuals involved; .
 - > Estimate of the amount spilled or rate of release, if continuing;
 - > If from a vessel - name of craft, owner, size of boat;
 - > Cause of the spill, if determined;
 - > Actions being taken to combat the emergency, if any;
 - > Agencies and personnel already notified;
 - > Apparent damages (equipment, facilities, etc.) caused by the spill if known; and
 - > Description of area likely to be affected.

Each Surface Water body is surrounded by District residences, thereby facilitating a substantial visual detection network.

6. POLLUTANT DISCHARGE RESPONSE PROCEDURES

The Response Team Plan shall include and supplement the following response procedures: Actions to control, remove, and clean up a pollutant discharge should commence immediately pursuant to the protocol set forth in Response Team Plan. The Response Team Plan shall provide that the Response Team will attempt to contain the discharge using the equipment on-site in the District. The nature and magnitude of the spill will then be reported to the appropriate agencies.

The procedure for the Response Team will be substantially as follows:

- > Immediately implement the deployment of a containment boom around the discharge area. If necessary, because of size of spill, a containment boom may be placed in front of the boat lift area before it discharges into the tidal waters, or at the first structure downstream of the discharge within the Canal Systems.
- > Ensure secondary clean-up response using additional clean-up equipment and material, to be executed within four hours after initial deployment of containment boom.

All efforts should be made to handle the spill locally. However, in the event outside parties are involved, the level of responsibility will shift to the highest-ranking officials such as the local fire chief in the event of a fire or an explosion, or in the event of an oil spill, the On-Scene-Coordinator, appointed by the Hillsborough County Environmental Protection Commission or other appropriate agency. Any resident discovering a spill will take all steps possible to contact the District Manager and emergency personnel.

Schedule 1

Harbor Bay Community Development District

Response Team

[illegible]

Schedule 2

Harbor Bay Community Development District **Response Contacts**

***Harbor Bay Community Development District:**

c/o Patricia Thibault, District Manager
DPFG Management & Consulting LLC
250 International Parkway, Suite 280
Lake Mary, FL 32746
pthibault@dpfgmc.com
(321) 263-0132 X-738

****Board of Supervisors:**

Position	Board Member	Address	Email	Phone Number
Chairman	Michael Maurer	620 Islebay Drive Apollo Beach, FL 33572	michaelmaurerhbcddseat3@gmail.com	
Vice Chairman	Ryan Wick	5217 Brighton Shore Drive, Apollo Beach. FL 33572	ryanwickcdd@gmail.com	
Assistant Secretary	Timothy Nargi	2325 Loon Nest Court, Apollo Beach, FL 33572	timnargicdd@gmail.com	
Assistant Secretary	Adam Goldstone	5414 Tybee Island Drive, Apollo Beach, FL 33572	AdamGoldstonecdd@gmail.com	
Assistant Secretary	Dan Leventry	633 Manns Harbor Drive, Apollo Beach, FL 33572	sleventryharborbaycdd@gmail.com	

*The District Manager and/or the District Manager's contact information will change from time to time. Therefore, the District website: <http://harborbaycdd.org/contact-us/>, should be consulted for the most updated District Manager contact information.

**The Board changes from time to time. Therefore, the District website: <http://harborbaycdd.org/about-the-district/board-of-supervisors/>, should be consulted for the most updated Board member contact information.

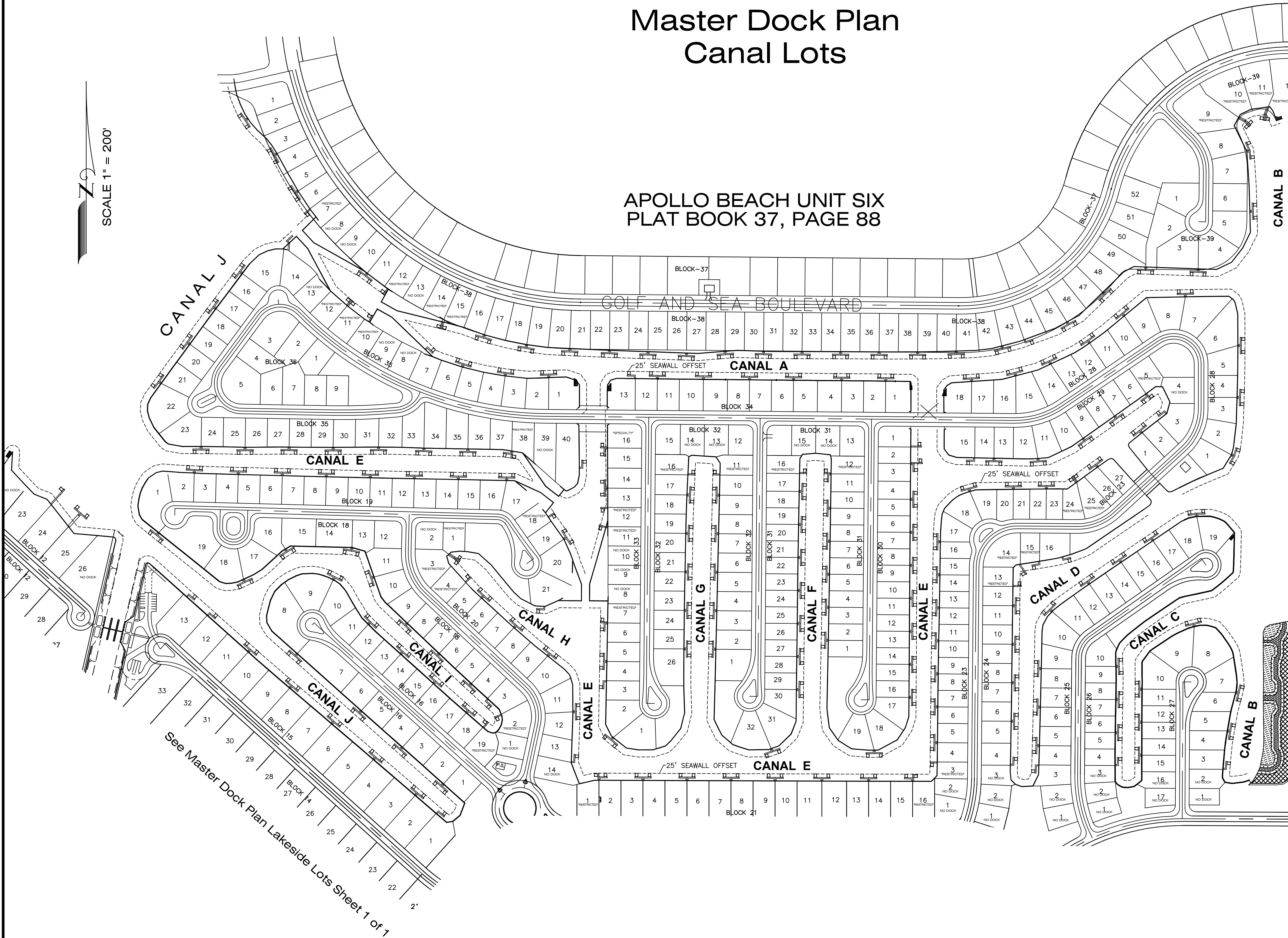
FIGURE I

MIRA BAY

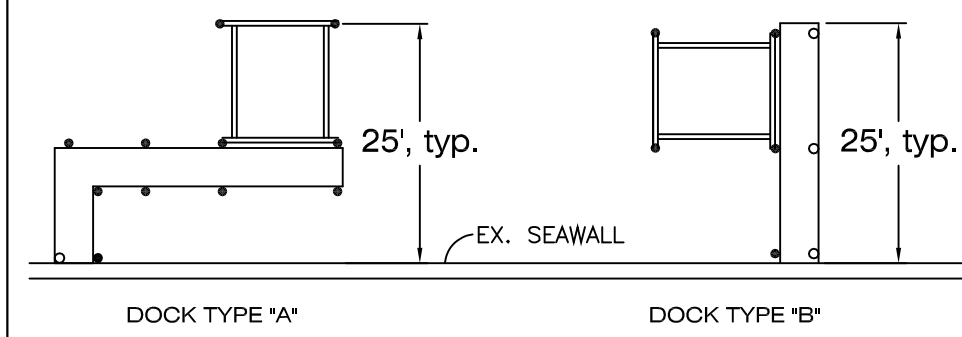
Master Dock Plan Canal Lots

APOLLO BEACH UNIT SIX
PLAT BOOK 37, PAGE 88

SCALE 1" = 200'



DOCK DETAILS:



Block	Lot	Dock Type	Length	Variance	Notes	Block	Lot	Dock Type	Length	Variance	Notes	Block	Lot	Dock Type	Length	Variance	Notes
12	22	N/A	0		No Dock	24	12	A	5			32	13	N/A	0		No Dock
12	23	B	0		Special	24	13	B	0		Restricted	32	14	N/A	0		No Dock
12	24	N/A	0		Special	24	14	B	0		Restricted	32	15	N/A	0		No Dock
12	25	A	0		Special	24	15	A	0		Restricted	32	16	B	0		Restricted
12	26	N/A	0		No Dock	24	16	A	5			32	17	A	4		
15	1	A	0			25	1	N/A	0		No Dock	32	18	A	4		
15	2	A	0			25	2	N/A	0		No Dock	32	19	A	4		
15	3	A	0			25	3	A	1			32	20	A	4		
15	4	A	0			25	4	A	1			32	21	A	4		
15	5	A	0			25	5	A	1			32	22	A	4		
15	6	A	1			25	6	A	1			32	23	A	4		
15	7	A	1			25	7	A	1			32	24	A	4		
15	8	A	3			25	8	A	1			32	25	A	4		
15	9	A	3			25	9	A	1			33	1	A	5		
15	10	A	3			25	10	A	5			33	2	A	5		
15	11	A	3			25	11	A	5			33	3	A	5		
15	12	A	5			25	12	A	5			33	4	A	5		
15	13	A	5			25	13	A	5			33	5	A	5		
15	14	A	0			25	14	A	5			33	6	A	5		
16	2	A	0			25	15	A	3			33	7	A	0		Restricted
16	3	A	0			25	16	A	3			33	8	N/A	0		No Dock
16	4	A	0			25	17	A	3			33	9	N/A	0		No Dock
16	5	A	1			25	18	A	5			33	10	N/A	0		No Dock
16	6	A	1			25	19	A	5			33	11	B	0		Restricted
16	7	A	3			26	1	N/A	0		No Dock	33	12	A	2		Restricted
16	8	A	3			26	2	N/A	0		No Dock	33	13	A	5		
16	9	A	5			26	3	N/A	0		No Dock	33	14	A	5		
16	10	A	5			26	4	A	2			33	15	A	1		
16	11	A	1 **			26	5	A	0			33	16	A	0		Specialty
16	12	A	1 **			26	6	A	0			34	1	A	1		
16	13	A	0			26	7	A	0			34	2	A	1		
16	14	A	0			26	8	A	0			34	3	A	1		
16	15	A	0			26	9	A	0			34	4	A	1		
16	16	A	0			26	10	A	0			34	5	A	1		
16	17	A	0			27	1	N/A	0		No Dock	34	6	A	1		
16	18	A	0			27	2	N/A	0		No Dock	34	7	A	1		
16	19	B	0		Restricted	27	3	A	5			34	8	A	1		
18	1	N/A	0		No Dock	27	4	A	5			34	9	A	0		
18	2	B	0		Restricted	27	5	A	5			34	10	A	0		
18	3	A	0			27	6	A	0			34	11	A	0		
18	4	A	0			27	7	A	0			34	12	A	0		
18	5	A	0			27	8	A	3*			34	13	A	0		
18	6	A	0			27	9	A	2			35	1	A	2		
18	7	A	0			27	10	A	0			35	2	A	2		
18	8	A	0			27	11	A	0			35	3	A	5		
18	9	A	0			27	12	A	0			35	4	A	5		
18	10	A	0			27	13	A	0			35	5	A	5		
18	11	A	3		No Dock	27	14	A	0			35	6	A	5		
18	12	N/A	0		No Dock	27	15	N/A	0		No Dock	35	7	B	4		
18	13	A	5			27	16	N/A	0		No Dock	35	8	N/A	0		No Dock
18	14	A	5			27	17	N/A	0		No Dock	35	9	N/A	0		No Dock
18	15	A	1			28	1	A	5			35	10	B	0		Restricted
18	16	A	1			28	2	A	2			35	11	B	0		Restricted
18	17	A	5			28	3	A	2			35	12	B	0		Restricted
18	18	A	5			28	4	A	2			35	13	N/A	0		No Dock
18	19	A	4			28	5	A	2			35	14	A	5		
19	1	A	4			28	6	A	3*			35	15	A	5		
19	2	A	0			28	7	A	0			35	16	A	5		
19	3	A	0			28	8	A	0			35	17	A	5		
19	4	A	0			28	9	A	4			35	18	A	5		
19	5	A	0			28	10	A	4			35	19	A	5		
19	6	A	0			28	11	A	3			35	20	A	5		
19	7	A	0			28	12	A	1			35	21	A	5		
19	8	A	1			28	13	A	4			35	22	A	5		
19	9	A	1			28	14	A	4			35	23	A	0		
19	10	A	3			28	15	A	4			35	24	A	0		
19	11	A	3			28	16	A	4			35	25	A	0		
19	12	A	3			28	17	A	2			35	26	A	0		
19	13	A	3			28	18	A	3			35	27	A	2		
19	14	A	3			29	1	A	1			35	28	A	2		
19	15	A	3			29	2	A	1			35	29	A	2		
19	16	A	2			29	3	A	0		No Dock	35	30	A	1		
19	17	A	2			29	4	N/A	0		No Dock	35	31	A	3		
19	18	A	0		Restricted	29	5	B	0		Restricted	35	32	A	3		
19	19	A	5			29	6	A	0			35	33	A	3		
19	20	A	5			29	7	A	2			35	34	A	3		
19	21	A	5			29	8	A	3			35	35	A	3		
20	-1	B	0		Special	29	9	A	3			35	36	A	3		
20	2	N/A	0		No Dock	29	10	A	3			35	37	A	2		
20	3	B	0		Special	29	11	A	2			35	38	B	0		Restricted
20	4	A	0		Restricted	29	12	A	2			35	39	N/A	0		No Dock
20	5	A	1			29	13	A	3			35	40	A	0		
20	6	A	1			29	14	A	3			38	1	A	5		
20	7	A	1			29	15	A	4			38	2	A	5		
20	8	A	1			30	1	A	5			38	3	A	5		
20	9	A	5			30	2	A	5			38	4	A	5		
20	10	A	5			30	3	A	5			38	5	A	5		
20	11	A	5			30	4	A	5			38	6	A	5		
20	12	A	5			30	5	A	5			38	7	A	0		Restricted
20	13	A	5			30	6	A	2		No Dock	38	8	N/A	0		No Dock
20	14	N/A	0		No Dock	30	7	A	2			38	9	N/A	0		No Dock
21	1	A	0		No Dock	30	8	A	2			38	10	B	5		
21	2	A	5			30	9	A	2			38	11	B	5		
21	3	A	2			30	10	A	2			38	12	B	0		Restricted
21	4	A	2			30	11	A	2			38	13	N/A	0		No Dock
21	5	A	5			30	12	A	2			38	14	A	0		Restricted
21	6	A	5			30	13	A	2			38	15	B	0		Restricted
21	7	A	5			30	14	A	1			38	16	A	5		
21	8	A	5			30	15	A	1			38	17	A	5		
21	9	A	4			30	16	A	1			38	18	A	5		
21	10	A	5*			30	17	A	1			38	19	A	5		
21	11	A	5			30	18	A	3			38	20	A	1		
21	12	A	5			30	19	A	3			38	21	A	1		
21	13	A	3			31	1	A	3			38	22	A	2		
21	14	A	3			31	2	A	3			38	23	A	0		No Dock
21	15	A	5			31	3	A	3			38	24	A	0		
21	16	A	0		Restricted	31	4	A	3			38	25	A	0		
22	1	N/A	0		No Dock	31	5	A	3			38	26	A	0		
22	2	N/A	0		No Dock	31	6	A	3			38					