

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

**May 5, 2022**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**Naples Reserve Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

April 28, 2022

Board of Supervisors  
Naples Reserve Community Development District

<p><b><u>ATTENDEES:</u></b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>
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Dear Board Members:

The Board of Supervisors of the Naples Reserve Community Development District will hold a Regular Meeting on May 5, 2022 at 10:30 a.m., at the Island Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Chair's Opening Remarks
4. Service Provider Reports
  - A. Cardno
  - B. SOLitude Lake Management, LLC
5. Consideration of Napier Sprinkler, Inc., Proposal #e946
6. Continued Discussion: Removal of Dead Vegetation Between the Grass and the Littoral Shelf
7. Consideration of Resolution 2022-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
8. Ratification of Fence Encroachment Agreement
  - A. 14182 Charthouse Court
  - B. 14235 Charthouse Circle
9. Ratification of Generator Encroachment
  - 14182 Charthouse Court

- 10. Ratification of Dock Encroachment Agreement
  - 14668 Kelson Circle
- 11. Acceptance of Unaudited Financial Statements as of March 31, 2022
- 12. Approval of March 3, 2022 Regular Meeting Minutes
- 13. Other Business
- 14. Staff Reports
  - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
    - Update: Newly Passed Legislative Bills
  - B. District Engineer: *Hole Montes, Inc.*
    - Drainage Easements and Lake Conveyance Maps
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - I. 1,177 Registered Voters in District as of April 15, 2022
    - II. NEXT MEETING DATE: June 2, 2022 at 10:30 AM

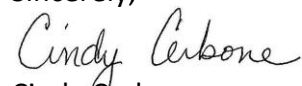
○ QUORUM CHECK

CHARLENE HILL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
THOMAS MARQUARDT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
DEBORAH LEE GODFREY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
GREGORY INEZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
ANNA HARMON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 15. Public Comments
- 16. Supervisors' Requests
- 17. Adjournment

Should you have any questions and/or concerns, please feel free to contact me directly at (561) 346-5294 or Jamie Sanchez (561) 512-9027.

Sincerely,

  
 Cindy Cerbone  
 District Manager

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**4B**



**Service History Report**

March 9, 2022  
50097

**Naples Reserve CDD**

Date Range: 02/01/22..02/28/22

Toll Free: (888) 480-5253  
Fax: (888) 358-0088  
www.solitudelakemanagement.com

**Service Date** 2/3/2022 14221  
**No.** PI-A00756952  
**Order No.** SMOR-562726  
**Contract No.** SVR56788

**Technician Name and State License #s**  
Eggy Suarez (FL-CM22494)

Service Item #	Description	Lake No.	Lake Name
14221-LAKE-ALL	Naples Reserve CDD - Lake All		Lake All
Technician's Comments:	Treated lakes for grasses on littorals and shorelines. Treated the irrigation intakes for snails growth. Trash removal. Water level low.		
General Comments:	Inspected Lake		
Inspected for Aquatic Weeds			OK
Inspected for algae			OK
Inspected for Undesirable Shoreline Vegetation			Treated
Trash & Light Debris Removal			Removed for repair

**Service Date** 2/18/2022 14221  
**No.** PI-A00761243  
**Order No.** SMOR-564605  
**Contract No.** SVR56788

**Technician Name and State License #s**  
Eggy Suarez (FL-CM22494)

Service Item #	Description	Lake No.	Lake Name
14221-LAKE-ALL	Naples Reserve CDD - Lake All		Lake All
Technician's Comments:	Treated lakes for grasses on shorelines. Water level low. Trash removal.		
General Comments:	Inspected Lake		
Inspected for Aquatic Weeds			OK
Inspected for algae			OK
Inspected for Undesirable Shoreline Vegetation			Treated
Trash & Light Debris Removal			Removed for repair

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**5**

Napier Sprinkler, Inc.  
 4001 Santa Barbara Blvd  
 #237  
 Naples, FL 34104

# Proposal

Date	Proposal #
4/26/2022	e946

Name / Address
Naples Reserve CDD

			Project
Description	Qty	Cost	Total
Erosion Repairs			
14271 Charthouse Cir			
extend drain	1	300.00	300.00
Rip Rap rock per yard	4	158.17	632.68
base rock per yard	3	93.24	279.72
Pallet of sod	0.5	590.53	295.27
3 technicians 4 hours	4	165.00	660.00
14355 Charthouse Cir			
Rip Rap rock per yard	3	158.17	474.51
base rock per yard	3	93.24	279.72
Pallet of sod	0.25	590.53	147.63
3 technicians 3 hours	3	165.00	495.00
14251 Gally Ct			
base rock per yard	1	93.24	93.24
Sod/Piece	15	3.54	53.10
3 technicians 1 hours	1	165.00	165.00
14263 Gally			
base rock per yard	1	93.24	93.24
Sod/Piece	15	3.54	53.10
3 technicians 1 hours	1	165.00	165.00
Lake 21 common extend sprinkler flushout			
2" PVC Pipe (per foot)	20	2.98	59.60
Misc parts	1	40.00	40.00
base rock per yard	4	93.24	372.96
3 technicians 4 hours	4	165.00	660.00
14339 Neptune Ave			
base rock per yard	1	93.24	93.24
Sod/Piece	15	3.54	53.10
3 technicians 1 hours	1	165.00	165.00
14347 Neptune Ave			
		<b>Total</b>	

Customer Signature

Napier Sprinkler, Inc.  
 4001 Santa Barbara Blvd  
 #237  
 Naples, FL 34104

# Proposal

Date	Proposal #
4/26/2022	e946

Name / Address
Naples Reserve CDD

			Project
Description	Qty	Cost	Total
Rip Rap rock per yard	1	158.17	158.17
base rock per yard	1	93.24	93.24
Sod/Piece	20	3.54	70.80
3 technicians 2 hours	2	165.00	330.00
14379 Neptune Ave			
Rip Rap rock per yard	1	158.17	158.17
base rock per yard	1	93.24	93.24
Sod/Piece	20	3.54	70.80
3 technicians 2 hours	2	165.00	330.00
14603 Edgewater Cir			
Rip Rap rock per yard	3	158.17	474.51
base rock per yard	2	93.24	186.48
Pallet of sod	0.25	590.53	147.63
3 technicians 4 hours	4	165.00	660.00
14531 Stillwater Way			
Rip Rap rock per yard	1	158.17	158.17
base rock per yard	1	93.24	93.24
Pallet of sod	0.25	590.53	147.63
3 technicians 3 hours	3	165.00	495.00
14523 Stillwater Way			
base rock per yard	1	93.24	93.24
Sod/Piece	20	3.54	70.80
3 technicians 1 hours	1	165.00	165.00
14519 Stillwater Way			
base rock per yard	2	93.24	186.48
Sod/Piece	20	3.54	70.80
3 technicians 2 hours	2	165.00	330.00
14683 Stillwater Way			
Rip Rap rock per yard	4	158.17	632.68
base rock per yard	4	93.24	372.96
		<b>Total</b>	

Customer Signature



Napier Sprinkler, Inc.  
 4001 Santa Barbara Blvd  
 #237  
 Naples, FL 34104

# Proposal

Date	Proposal #
4/26/2022	e946

Name / Address
Naples Reserve CDD

			Project
Description	Qty	Cost	Total
Pallet of sod	0.75	590.53	442.90
3 technicians 5 hours	5	165.00	825.00
14691 Stillwater Way			
Rip Rap rock per yard	1	158.17	158.17
base rock per yard	1	93.24	93.24
Sod/Piece	20	3.54	70.80
3 technicians 1.5 hours	1.5	165.00	247.50
14695 Stillwater Way			
Rip Rap rock per yard	1	158.17	158.17
base rock per yard	1	93.24	93.24
Sod/Piece	20	3.54	70.80
3 technicians 1.5 hours	1.5	165.00	247.50
Lake 15 - 12 erosions- long one (14513 Stillwater)			
Rip Rap rock per yard	30	158.17	4,745.10
base rock per yard	20	93.24	1,864.80
Pallet of sod	8	590.53	4,724.24
3 technicians 38 hours	38	165.00	6,270.00
14659 Kelson Cir			
Rip Rap rock per yard	2	158.17	316.34
base rock per yard	1	93.24	93.24
Pallet of sod	0.25	590.53	147.63
3 technicians 3 hours	3	165.00	495.00
14673 Kelson Cir			
Rip Rap rock per yard	2	158.17	316.34
base rock per yard	1	93.24	93.24
Pallet of sod	0.25	590.53	147.63
3 technicians 3 hours	3	165.00	495.00
14685 Kelson Cir			
Rip Rap rock per yard	2	158.17	316.34
base rock per yard	1	93.24	93.24
		<b>Total</b>	

Customer Signature

Napier Sprinkler, Inc.  
 4001 Santa Barbara Blvd  
 #237  
 Naples, FL 34104

# Proposal

Date	Proposal #
4/26/2022	e946

Name / Address
Naples Reserve CDD

			Project
Description	Qty	Cost	Total
Pallet of sod	0.25	590.53	147.63
3 technicians 3 hours	3	165.00	495.00
14617 Kelson Cir			
Rip Rap rock per yard	3	158.17	474.51
base rock per yard	3	93.24	279.72
Pallet of sod	0.5	590.53	295.27
3 technicians 6 hours	6	165.00	990.00
14583 Kelson Cir			
Rip Rap rock per yard	1	158.17	158.17
base rock per yard	2	93.24	186.48
Pallet of sod	0.5	590.53	295.27
3 technicians 3 hours	3	165.00	495.00
14527 Kelson Cir			
Rip Rap rock per yard	3	158.17	474.51
base rock per yard	3	93.24	279.72
Pallet of sod	0.5	590.53	295.27
3 technicians 3 hours	3	165.00	495.00
14613 Catamaran Pl			
Rip Rap rock per yard	3	158.17	474.51
base rock per yard	1	93.24	93.24
Pallet of sod	0.25	590.53	147.63
3 technicians 3 hours	3	165.00	495.00
14658 Catamaran Pl			
base rock per yard	1	93.24	93.24
Sod/Piece	20	3.54	70.80
3 technicians 1 hours	1	165.00	165.00
14670 Catamaran Pl			
Rip Rap rock per yard	1	158.17	158.17
base rock per yard	1	93.24	93.24
Sod/Piece	20	3.54	70.80
		<b>Total</b>	

Customer Signature

Napier Sprinkler, Inc.  
 4001 Santa Barbara Blvd  
 #237  
 Naples, FL 34104

# Proposal

Date	Proposal #
4/26/2022	e946

Name / Address
Naples Reserve CDD

			Project
Description	Qty	Cost	Total
3 technicians 1 hours 14674 Catamaran Pl	1	165.00	165.00
Rip Rap rock per yard	1	158.17	158.17
base rock per yard	1	93.24	93.24
Sod/Piece	20	3.54	70.80
3 technicians 1 hours 14601 Topsail Dr	1	165.00	165.00
Rip Rap rock per yard	1	158.17	158.17
base rock per yard	3	93.24	279.72
Pallet of sod	0.5	590.53	295.27
3 technicians 3 hours 14664 Topsail Dr	3	165.00	495.00
Rip Rap rock per yard	0.5	158.17	79.09
base rock per yard	1	93.24	93.24
Sod/Piece	20	3.54	70.80
3 technicians 1 hours 14674 Topsail Dr	1	165.00	165.00
Rip Rap rock per yard	2	158.17	316.34
base rock per yard	1	93.24	93.24
Sod/Piece	20	3.54	70.80
3 technicians 3 hours 14684 Topsail Dr	3	165.00	495.00
Rip Rap rock per yard	3	158.17	474.51
base rock per yard	2	93.24	186.48
Pallet of sod	0.5	590.53	295.27
3 technicians 6 hours Topsail Lake 8 - 14 locations	6	165.00	990.00
Rip Rap rock per yard	60	158.17	9,490.20
base rock per yard	40	93.24	3,729.60
Pallet of sod	10	590.53	5,905.30
		<b>Total</b>	

Customer Signature

Napier Sprinkler, Inc.  
 4001 Santa Barbara Blvd  
 #237  
 Naples, FL 34104

# Proposal

Date	Proposal #
4/26/2022	e946

Name / Address
Naples Reserve CDD

Project

Description	Qty	Cost	Total
3 technicians 70 hours	70	165.00	11,550.00
3x100' roll of gray drainage fabric (per roll)	10	82.88	828.80
box of 8" staples	5	122.56	612.80
Machine Rental	1	5,000.00	5,000.00
50% deposit required before work will start			
		<b>Total</b>	\$83,295.63

Customer Signature \_\_\_\_\_

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESOLUTION 2022-06**

**A RESOLUTION OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Naples Reserve Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Collier County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

**SECTION 1. ADOPTING REGULAR MEETING SCHEDULE.** Regular meetings of the District’s Board shall be held during Fiscal Year 2022/2023 as provided on the schedule attached hereto as **Exhibit A**.

**SECTION 2. FILING REQUIREMENT.** In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Collier County and the Florida Department of Economic Opportunity.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of May, 2022.

Attest:

**NAPLES RESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A**

<b>NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Island Club at Naples Reserve, 14885 Naples Reserve Circle, Naples, Florida 34114</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 6, 2022</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>November 3, 2022</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>December 1, 2022</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>January 5, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>February 2, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>March 2, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>April 6, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>May 4, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>June 1, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>July 6, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>August 3, 2023</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>10:30 AM</b>
<b>September 7, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**8A**



This instrument was prepared  
without an opinion of title and  
after recording return to:  
Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
(239) 435-3535

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## ENCROACHMENT AGREEMENT

**THIS ENCROACHMENT AGREEMENT** (this "**Agreement**") is made this 3<sup>rd</sup> day of March, 2022, by and between **NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT** ("**District**") and **JORGE L. MENDEZ-PENATE AND ANA I. SANTIAGO** (collectively, "**Owner**").

### RECITALS

A. Owner is the owner in fee simple of that certain real property located at 14182 Charthouse Court, Naples, Florida 34114, which real property is legally described as follows (the "**Owner's Property**"):

Lot 11, Parrot Cay, according to the plat thereof as recorded in Plat Book 58, Pages 75 through 78, inclusive, of the Public Records of Collier County, Florida.

B. Pursuant to the terms of the plat of Parrot Cay, a subdivision according to the plat thereof, as recorded in Plat Book 58, Pages 75 through 78, inclusive, of the Public Records of Collier County, Florida (the "**Plat**"), the south side of the Owner's Property is subject to and encumbered by 7.5' drainage easement and 7.5' irrigation easement (collectively, the "**Drainage Easement**"). District is the owner and holder of rights in the Drainage Easement.

C. Owner intends to construct and maintain a fence and related improvements (collectively, the "**Improvements**") that will partially encroach into the Drainage Easement (the "**Encroachment**") as shown on the site plan attached as **Exhibit "A"** and made a part of this Agreement (the "**Site Plan**").

D. The parties to this Agreement have reached certain understandings with regard to the Encroachment and now desire to set forth their understandings in writing for recordation.

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. **Consent to the Encroachment and Covenant not to Construct.** Subject to the terms of this Agreement, District hereby expressly consents to the Encroachment and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that, in consideration for such consent by District, no portion of the Improvements encroaching into the Drainage Easement shall ever be expanded or increased beyond that which is permitted herein. In the event District determines that, notwithstanding Owner's agreement to the restrictive covenant set forth herein, any portion of the Improvements within the

Drainage Easement has been expanded or increased or Owner has otherwise constructed or installed improvements beyond or in addition to the permitted Improvements in the Drainage Easement in violation of the terms hereof, and gives written notice to Owner of such determination, Owner or its successors and/or assigns shall have thirty (30) calendar days to correct such violation at its sole cost and expense after such written notice is actually received or deemed to have been received, whichever is earlier. In the event such violation is not corrected within such thirty (30) day period, Owner expressly agrees District may, and hereby further authorizes District to, take all steps necessary to remove such violating improvements, including, but not limited to, the right to enter onto the Owner's Property. Owner acknowledges that the Encroachment into the Drainage Easement is by consent of District and not by any claim of some other right.

3. **Owner's Responsibilities.** Owner agrees to, and acknowledges the following responsibilities as a condition to District's consent to the Encroachment:

a. Owner shall be fully responsible, at Owner's sole cost and expense, for the installation, operation, and maintenance of the Improvements, including any permits or approvals required for the work;

b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement;

c. Owner shall ensure the installation, operation, and maintenance of the Improvements are conducted in compliance with all applicable laws;

c. Owner shall ensure the installation, operation, and maintenance of the Improvements does not damage any property of District, or any third-party's property, and in the event of any such damage, Owner shall immediately repair the damage at Owner's sole cost and expense;

d. Owner shall continue to operate, maintain, and repair the Improvements, in good and proper working condition and repair;

e. Except as to the approved Encroachment approved herein, Owner shall ensure that District has access through the Drainage Easement to and from components of District's stormwater management system to allow District to operate, maintain and repair the same, as needed; and

f. Owner shall maintain the Drainage Easement free from any construction, materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim of lien at Owner's sole cost and expense.

4. **Additional Costs.** In the event that at any time subsequent to the execution of this Agreement the Encroachment encumbers or inconveniences District's use of the Drainage Easement (including, without limitation, the maintenance, repair, and/or replacement of improvements within or adjacent to the Drainage Easement such as buried pipes or other drainage lines), District will make reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of District's costs associated with working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of District, to be paid to District in advance of any work to be performed by District. District shall be the sole judge of such incremental costs. Only if District, in its sole judgment, is not able to work around the Encroachment, will District mandate that the Encroachment be moved or removed, at no cost to District, as then may be needed to allow District the needed use of the Drainage Easement. If Owner fails to remove the Encroachment

after written request of District, District may remove the Encroachment and charge Owner for the cost thereof. Removal of the Encroachment will be the last alternative solution of any such use problem(s) unless the incremental cost of the least expensive and viable alternative solution exceeds the cost of removal.

5. **Indemnification.** In order to induce District to consent to the Encroachment, as evidenced by this Agreement, Owner hereby agrees to fully protect, indemnify, defend, save and hold District, and its supervisors, officers, employees, agents, administrators, and all of their respective heirs, successors and assigns (collectively, the "**Indemnified Parties**"), harmless from and against any and all claims, damages, expenses, costs, charges, obligations, liabilities, fees, penalties, assessments, taxes, losses, etc. of any kind or nature whatsoever, whether mature or not, in law or in equity, whether as a result of settlement, litigation or arbitration which may be incurred or suffered by one or more of the Indemnified Parties arising out of, relating to or resulting from the construction, use, maintenance and occupation of the Encroachment and any removal of any improvements within the Encroachment, and in all events including, but not limited to, any and all attorneys' fees, court costs, and including costs incurred in any appellate proceedings, or costs of arbitration and all expenses in defending same, in connection with any and all of the above.

6. **Other Approvals.** Owner shall be responsible for obtaining any and all approvals of any other entity having an interest in the Drainage Easement, including, without limitation, Collier County and the Naples Reserve Homeowners Association, Inc.

7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successor and assigns forever. This Agreement, the rights and privileges herein granted and the burdens imposed hereby shall be perpetual and shall run with and bind Owner's Property.

8. **Governing Law / Venue.** This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules). Venue for any action arising hereunder shall lie exclusively in Collier County, Florida.

9. **Prevailing Party.** The prevailing party in any litigation arising out of this Agreement shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees, and costs incurred in connection with such litigation, whether pre-trial, at trial, in arbitration, on appeal, or otherwise.

10. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. **Modifications.** This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by both of the Parties.

12. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

13. **Integration.** This Agreement embodies the entire understanding of the parties with respect to the subject matter contemplated herein, and the terms hereof control over and supersede all prior and contemporaneous understandings pertaining to the subject matter hereof.

14. **Interpretation.** This Agreement has been negotiated fully between the parties as an arms' length transaction. Both parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

16. **Termination.** This Agreement shall continue in full force and effect until terminated by recording an instrument in the Public Records of Collier County, Florida, signed by the parties or their successors and assigns to this Agreement or upon the removal by Owner of the Encroachment.

*(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)*

The parties have executed this Agreement as of the date first written above.

**DISTRICT:**

**NAPLES RESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

Anna T. Hamman  
Secretary / Assistant Secretary

By: Tom Mamhardt  
Chair / Vice Chair

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF COLLIER        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 17<sup>th</sup> day of February, 2022, by Tom Mamhardt, as Chair of Naples Reserve Community Development District, on behalf of said community development district, who is  personally known to me or  has produced \_\_\_\_\_ as evidence of identification.

(SEAL)



DIANA VANESA FERRO  
Commission # HH 111849  
Expires July 31, 2025  
Bonded Thru Budget Notary Services

Diana Vanesa Ferro  
NOTARY PUBLIC  
Name: Diana Vanesa Ferro  
(Type or Print)  
My Commission Expires: July 31<sup>st</sup>, 2025

**OWNER:**

[Signature]  
 Jorge L. Mendez-Penate  
[Signature]  
 Ana I. Santiago

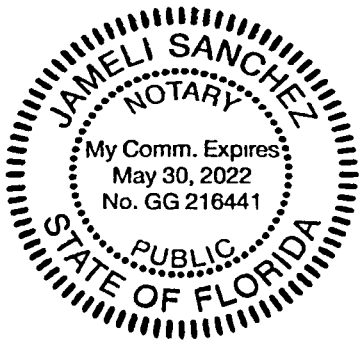
STATE OF FLORIDA            )  
   ) ss.  
 COUNTY OF COLLIER        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 31<sup>st</sup> day of March, 2022, by Jorge L. Mendez-Penate and Ana I. Santiago, who  are personally known to me or  have produced FL DL as evidence of identification.

(SEAL)

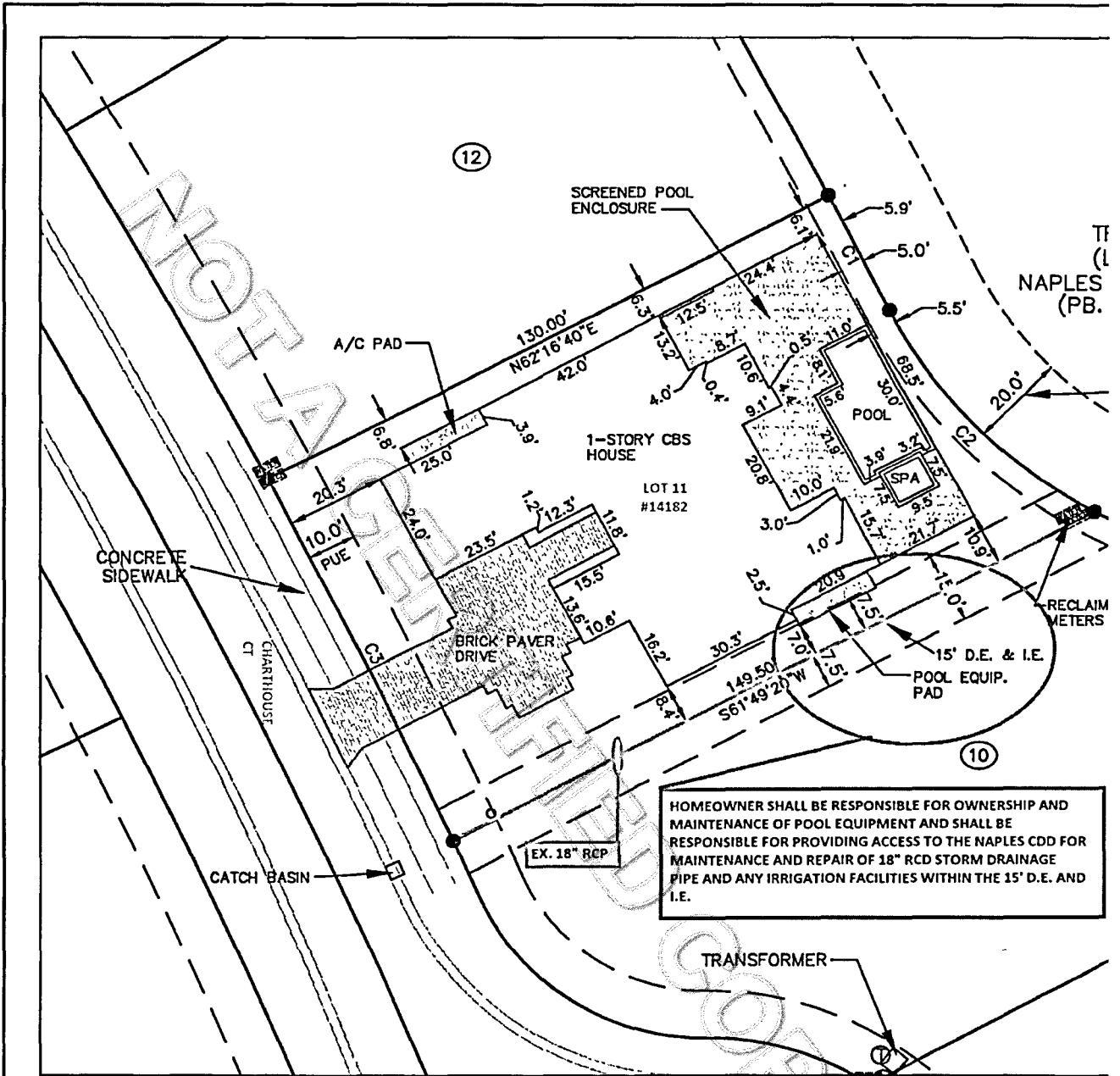
[Signature]  
 NOTARY PUBLIC  
 Name: Jamei Sanchez  
 (Type or Print)

My Commission Expires: May 30, 2022



NOTARIZED COPY

Exhibit "A"



HOMEOWNER SHALL BE RESPONSIBLE FOR OWNERSHIP AND MAINTENANCE OF POOL EQUIPMENT AND SHALL BE RESPONSIBLE FOR PROVIDING ACCESS TO THE NAPLES CDD FOR MAINTENANCE AND REPAIR OF 18" RCD STORM DRAINAGE PIPE AND ANY IRRIGATION FACILITIES WITHIN THE 15' D.E. AND I.E.

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	0°58'57"	1595.00'	27.35'	27.35'	N27°13'51"W
C2	35°05'12"	100.00'	61.24'	60.29'	S44°16'59"E
C3	3°22'41"	1465.00'	86.37'	86.36'	N26°02'00"W

**SYMBOLS LEGEND**

- = SET 5/8" IRON ROD/CAP ABB LB 3664
- = FOUND 5/8" IRON ROD/CAP
- ⊙ = CLEAN OUT
- ⊠ = WATER METER
- ⊕ = ELECTRIC HANDHOLE
- ⊞ = LIGHT POLE
- ⊗ = CABLE TV RISER

**LEGAL DESCRIPTION**

ALL OF LOT 11, PARROT CAY, AS RECORDED IN PLAT BOOK 58, PAGES 75-78, PUBLIC RECORDS, COLLIER COUNTY, FLORIDA. CONTAINING 11,519 SQUARE FEET OF LAND MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ELEVATIONS SHOWN ARE NAVD 88 DATUM

NAPI  
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MINI  
ACC  
FRO  
SIDE  
REA  
PRE  
DIST

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**8B**



This instrument was prepared  
without an opinion of title and  
after recording return to:  
Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
(239) 435-3535

## ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this "Agreement") is made this 18<sup>th</sup> day of April, 2022, by and between NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT ("District") and JAMES A. DIMARIA AND MARJORIE T. DIMARIA (collectively, "Owner").

### RECITALS

A. Owner is the owner in fee simple of that certain real property located at 14235 Charthouse Circle, Naples, Florida 34114, which real property is legally described as follows (the "Owner's Property"):

Lot 73, Parrot Cay, according to the plat thereof as recorded in Plat Book 58, Pages 75 through 78, inclusive, of the Public Records of Collier County, Florida.

B. Pursuant to the terms of the plat of Parrot Cay, a subdivision according to the plat thereof, as recorded in Plat Book 58, Pages 75 through 78, inclusive, of the Public Records of Collier County, Florida (the "Plat"), the west side of the Owner's Property is subject to and encumbered by 7.5' drainage easement and 7.5' irrigation easement (collectively, the "Drainage Easement"). District is the owner and holder of rights in the Drainage Easement.

C. Owner intends to construct and maintain a fence and related improvements (collectively, the "Improvements") that will partially encroach into the Drainage Easement (the "Encroachment") as shown on the site plan attached as Exhibit "A" and made a part of this Agreement (the "Site Plan").

D. The parties to this Agreement have reached certain understandings with regard to the Encroachment and now desire to set forth their understandings in writing for recordation.

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. Consent to the Encroachment and Covenant not to Construct. Subject to the terms of this Agreement, District hereby expressly consents to the Encroachment and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that, in consideration for such consent by District, no portion of the Improvements encroaching into the Drainage Easement shall ever be expanded or increased beyond that which is permitted herein. In the event District determines that, notwithstanding Owner's agreement to the restrictive covenant set forth herein, any portion of the Improvements within the

Drainage Easement has been expanded or increased or Owner has otherwise constructed or installed improvements beyond or in addition to the permitted Improvements in the Drainage Easement in violation of the terms hereof, and gives written notice to Owner of such determination, Owner or its successors and/or assigns shall have thirty (30) calendar days to correct such violation at its sole cost and expense after such written notice is actually received or deemed to have been received, whichever is earlier. In the event such violation is not corrected within such thirty (30) day period, Owner expressly agrees District may, and hereby further authorizes District to, take all steps necessary to remove such violating improvements, including, but not limited to, the right to enter onto the Owner's Property. Owner acknowledges that the Encroachment into the Drainage Easement is by consent of District and not by any claim of some other right.

3. **Owner's Responsibilities.** Owner agrees to, and acknowledges the following responsibilities as a condition to District's consent to the Encroachment:

a. Owner shall be fully responsible, at Owner's sole cost and expense, for the installation, operation, and maintenance of the Improvements, including any permits or approvals required for the work;

b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement;

c. Owner shall ensure the installation, operation, and maintenance of the Improvements are conducted in compliance with all applicable laws;

c. Owner shall ensure the installation, operation, and maintenance of the Improvements does not damage any property of District, or any third-party's property, and in the event of any such damage, Owner shall immediately repair the damage at Owner's sole cost and expense;

d. Owner shall continue to operate, maintain, and repair the Improvements, in good and proper working condition and repair;

e. Except as to the approved Encroachment approved herein, Owner shall ensure that District has access through the Drainage Easement to and from components of District's stormwater management system to allow District to operate, maintain and repair the same, as needed; and

f. Owner shall maintain the Drainage Easement free from any construction, materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim of lien at Owner's sole cost and expense.

4. **Additional Costs.** In the event that at any time subsequent to the execution of this Agreement the Encroachment encumbers or inconveniences District's use of the Drainage Easement (including, without limitation, the maintenance, repair, and/or replacement of improvements within or adjacent to the Drainage Easement such as buried pipes or other drainage lines), District will make reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of District's costs associated with working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of District, to be paid to District in advance of any work to be performed by District. District shall be the sole judge of such incremental costs. Only if District, in its sole judgment, is not able to work around the Encroachment, will District mandate that the Encroachment be moved or removed, at no cost to District, as then may be needed to allow District the needed use of the Drainage Easement. If Owner fails to remove the Encroachment

after written request of District, District may remove the Encroachment and charge Owner for the cost thereof. Removal of the Encroachment will be the last alternative solution of any such use problem(s) unless the incremental cost of the least expensive and viable alternative solution exceeds the cost of removal.

5. **Indemnification.** In order to induce District to consent to the Encroachment, as evidenced by this Agreement, Owner hereby agrees to fully protect, indemnify, defend, save and hold District, and its supervisors, officers, employees, agents, administrators, and all of their respective heirs, successors and assigns (collectively, the "**Indemnified Parties**"), harmless from and against any and all claims, damages, expenses, costs, charges, obligations, liabilities, fees, penalties, assessments, taxes, losses, etc. of any kind or nature whatsoever, whether mature or not, in law or in equity, whether as a result of settlement, litigation or arbitration which may be incurred or suffered by one or more of the Indemnified Parties arising out of, relating to or resulting from the construction, use, maintenance and occupation of the Encroachment and any removal of any improvements within the Encroachment, and in all events including, but not limited to, any and all attorneys' fees, court costs, and including costs incurred in any appellate proceedings, or costs of arbitration and all expenses in defending same, in connection with any and all of the above.

6. **Other Approvals.** Owner shall be responsible for obtaining any and all approvals of any other entity having an interest in the Drainage Easement, including, without limitation, Collier County and the Naples Reserve Homeowners Association, Inc.

7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successor and assigns forever. This Agreement, the rights and privileges herein granted and the burdens imposed hereby shall be perpetual and shall run with and bind Owner's Property.

8. **Governing Law / Venue.** This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules). Venue for any action arising hereunder shall lie exclusively in Collier County, Florida.

9. **Prevailing Party.** The prevailing party in any litigation arising out of this Agreement shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees, and costs incurred in connection with such litigation, whether pre-trial, at trial, in arbitration, on appeal, or otherwise.

10. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. **Modifications.** This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by both of the Parties.

12. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

13. **Integration**. This Agreement embodies the entire understanding of the parties with respect to the subject matter contemplated herein, and the terms hereof control over and supersede all prior and contemporaneous understandings pertaining to the subject matter hereof.

14. **Interpretation**. This Agreement has been negotiated fully between the parties as an arms' length transaction. Both parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

15. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party who signature appears thereon and all of which shall together constitute one and the same instrument.

16. **Termination**. This Agreement shall continue in full force and effect until terminated by recording an instrument in the Public Records of Collier County, Florida, signed by the parties or their successors and assigns to this Agreement or upon the removal by Owner of the Encroachment.

*(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)*

The parties have executed this Agreement as of the date first written above.

**DISTRICT:**

**NAPLES RESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

**ATTEST:**

Chelene Hill  
Secretary / Assistant Secretary

By: Tom Margardt  
Chair / Vice Chair

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF COLLIER        )

The foregoing instrument was acknowledged before me by means of ( physical presence or  online notarization this 14<sup>th</sup> day of April, 2022, by Thomas Margardt, as Chair of Naples Reserve Community Development District, on behalf of said community development district, who is ( personally known to me or  has produced \_\_\_\_\_ as evidence of identification

(SEAL)



**DIANA VANESA FERRO**  
Commission # HH 111849  
Expires July 31, 2025  
Bonded Thru Budget Notary Services

[Signature]  
NOTARY PUBLIC  
Name: Diana Vanesa Ferro  
(Type or Print)  
My Commission Expires: July 31, 2025

OWNER:

[Signature]  
James A. Dimaria

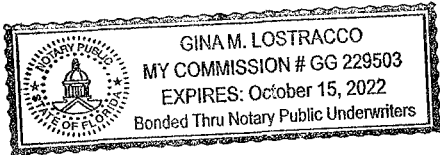
[Signature]  
Marjorie T. Dimaria

STATE OF FLORIDA )  
                                  ) ss.  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 23 day of March, 2022, by James A. Dimaria and Marjorie T. Dimaria, who  are personally known to me or  have produced drivers license as evidence of identification.

(SEAL)

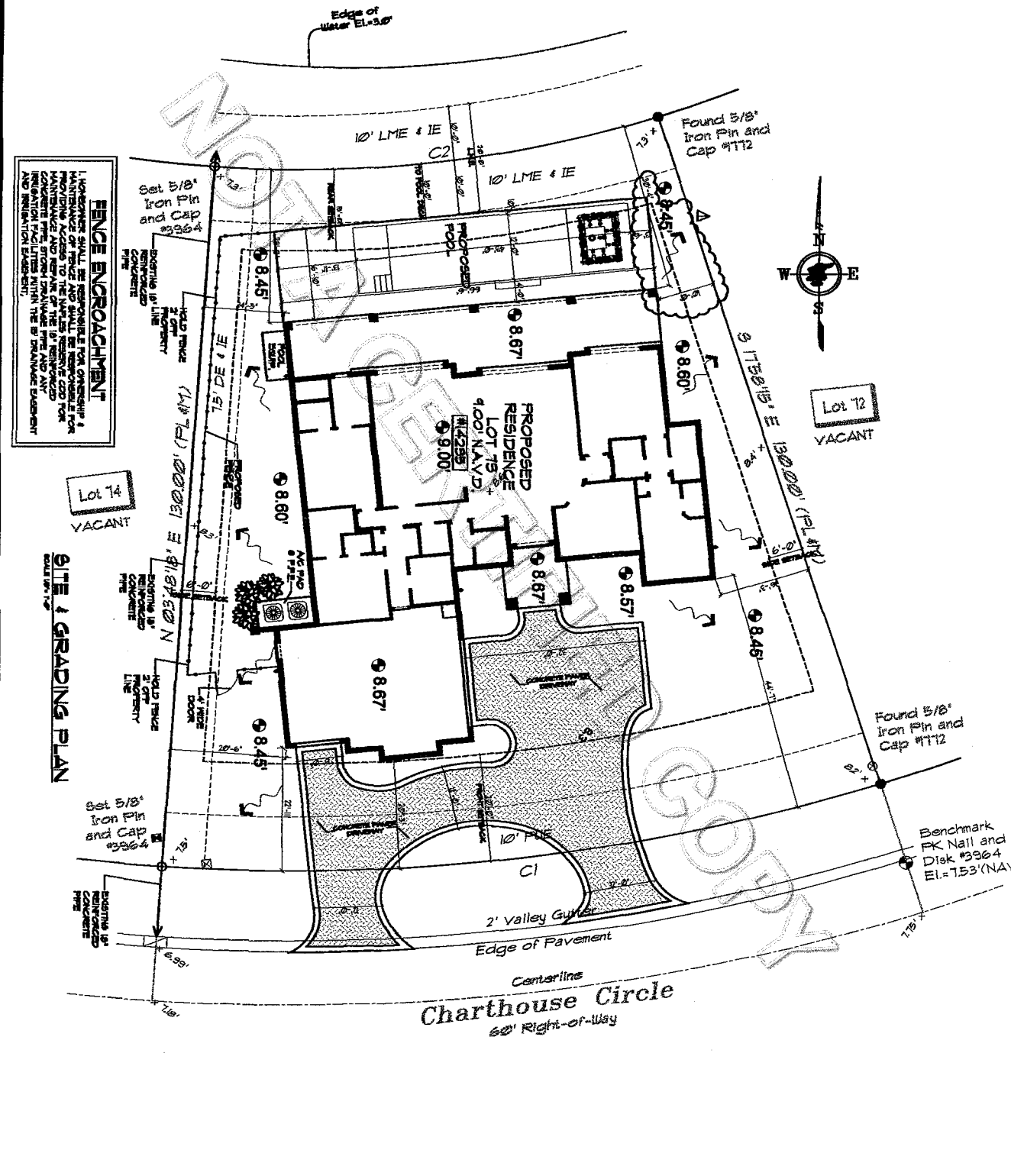
[Signature]  
NOTARY PUBLIC  
Name: Gina M Lostracco  
(Type or Print)  
My Commission Expires: 10/15/22



NOTARIZED COPY

Exhibit "A"

Tract L1  
Laka, DE



**FENCE ENCROACHMENT**  
 LANDOWNER SHALL BE RESPONSIBLE FOR OBTAINING A PERMITTING ACCESS TO THE ADJACENT RESIDENT FOR MAINTENANCE AND REPAIR OF THE 18' RENEWABLE CONCRETE PIPE STORM DRAINAGE PIPE AND ANY AND ALL UTILITY LINES WITHIN THE 18' DRAINAGE EASEMENT.

**SITE & GRADING PLAN**  
 SCALE 1/8" = 1'-0"

Project No. 1592	Sheet A-101
Client Naples Reserve 38700 758001	
Scale 1/8" = 1'-0"	

A New Residence for:  
**DiMaria Residence**  
 Naples Reserve on Lot 73  
 14285 Charthouse Circle  
 Naples, FL 34114

**Florida Landscape Planning**  
 14011 Metropolis Avenue Suite 301  
 Fort Myers Florida 33912  
 Ph: 239-454-9154 Fax: 239-454-9754  
 sales@floridalandscapeplanning.com  
 www.floridalandscapeplanning.com

**RICHARD D. STEWART, P.E.**  
 P.A. REG. #72189

**RICHARD D. STEWART, P.E.**  
 P.A. REG. #72189  
 14011 Metropolis Avenue Suite 301  
 Fort Myers Florida 33912  
 Ph: 239-454-9154 Fax: 239-454-9754  
 sales@floridalandscapeplanning.com  
 www.floridalandscapeplanning.com

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**9**



This instrument was prepared  
without an opinion of title and  
after recording return to.  
Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
(239) 435-3535

---

### GENERATOR ENCROACHMENT AGREEMENT

THIS GENERATOR ENCROACHMENT AGREEMENT (this "Agreement") is made this 17<sup>th</sup> day of February, 2022, by and between NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT ("District") and JORGE L. MENDEZ-PENATE AND ANA I. SANTIAGO (collectively, "Owner").

#### RECITALS

A. Owner is the owner in fee simple of that certain real property located at 14182 Charthouse Court, Naples, Florida 34114, which real property is legally described as follows (the "Owner's Property"):

Lot 11, Parrot Cay, according to the plat thereof as recorded in Plat Book 58, Pages 75 through 78, inclusive, of the Public Records of Collier County, Florida.

B. Pursuant to the terms of the plat of Parrot Cay, a subdivision according to the plat thereof, as recorded in Plat Book 58, Pages 75 through 78, inclusive, of the Public Records of Collier County, Florida (the "Plat"), the south side of the Owner's Property is subject to and encumbered by 7.5' drainage easement and 7.5' irrigation easement (collectively, the "Drainage Easement"). District is the owner and holder of rights in the Drainage Easement.

C. Owner intends to construct and maintain a generator and related improvements (collectively, the "Generator Improvements") that will partially encroach into the Drainage Easement (the "Encroachment") as shown on the site plan attached as Exhibit "A" and made a part of this Agreement (the "Site Plan").

D. The parties to this Agreement have reached certain understandings with regard to the Encroachment and now desire to set forth their understandings in writing for recordation.

#### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. Consent to the Encroachment and Covenant not to Construct. Subject to the terms of this Agreement, District hereby expressly consents to the Encroachment and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that, in consideration for such consent by District, no portion of the Generator Improvements encroaching into the Drainage Easement shall ever be expanded or increased beyond that which is permitted herein. In the event District determines that,

notwithstanding Owner's agreement to the restrictive covenant set forth herein, any portion of the Generator Improvements within the Drainage Easement has been expanded or increased or Owner has otherwise constructed or installed improvements beyond or in addition to the permitted Generator Improvements in the Drainage Easement in violation of the terms hereof, and gives written notice to Owner of such determination, Owner or its successors and/or assigns shall have thirty (30) calendar days to correct such violation at its sole cost and expense after such written notice is actually received or deemed to have been received, whichever is earlier. In the event such violation is not corrected within such thirty (30) day period, Owner expressly agrees District may, and hereby further authorizes District to, take all steps necessary to remove such violating improvements, including, but not limited to, the right to enter onto the Owner's Property. Owner acknowledges that the Encroachment into the Drainage Easement is by consent of District and not by any claim of some other right.

3. **Owner's Responsibilities.** Owner agrees to, and acknowledges the following responsibilities as a condition to District's consent to the Encroachment:

- a. Owner shall be fully responsible, at Owner's sole cost and expense, for the installation, operation, and maintenance of the Generator Improvements, including any permits or approvals required for the work;
- b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement;
- c. Owner shall ensure the installation, operation, and maintenance of the Generator Improvements are conducted in compliance with all applicable laws;
- c. Owner shall ensure the installation, operation, and maintenance of the Generator Improvements does not damage any property of District, or any third-party's property, and in the event of any such damage, Owner shall immediately repair the damage at Owner's sole cost and expense;
- d. Owner shall continue to operate, maintain, and repair the Generator Improvements, in good and proper working condition and repair;
- e. Except as to the approved Encroachment approved herein, Owner shall ensure that District has access through the Drainage Easement to and from components of District's stormwater management system to allow District to operate, maintain and repair the same, as needed; and
- f. Owner shall maintain the Drainage Easement free from any construction, materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim of lien at Owner's sole cost and expense.

4. **Additional Costs.** In the event that at any time subsequent to the execution of this Agreement the Encroachment encumbers or inconveniences District's use of the Drainage Easement (including, without limitation, the maintenance, repair, and/or replacement of improvements within or adjacent to the Drainage Easement such as buried pipes or other drainage lines), District will make reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of District's costs associated with working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of District, to be paid to District in advance of any work to be performed by District. District shall be the sole judge of such incremental costs. Only if District, in its sole judgment, is not able to work around the Encroachment, will District mandate that the Encroachment be moved or removed, at no cost to District, as then may be needed

to allow District the needed use of the Drainage Easement. If Owner fails to remove the Encroachment after written request of District, District may remove the Encroachment and charge Owner for the cost thereof. Removal of the Encroachment will be the last alternative solution of any such use problem(s) unless the incremental cost of the least expensive and viable alternative solution exceeds the cost of removal.

5. **Indemnification.** In order to induce District to consent to the Encroachment, as evidenced by this Agreement, Owner hereby agrees to fully protect, indemnify, defend, save and hold District, and its supervisors, officers, employees, agents, administrators, and all of their respective heirs, successors and assigns (collectively, the "**Indemnified Parties**"), harmless from and against any and all claims, damages, expenses, costs, charges, obligations, liabilities, fees, penalties, assessments, taxes, losses, etc. of any kind or nature whatsoever, whether mature or not, in law or in equity, whether as a result of settlement, litigation or arbitration which may be incurred or suffered by one or more of the Indemnified Parties arising out of, relating to or resulting from the construction, use, maintenance and occupation of the Encroachment and any removal of any improvements within the Encroachment, and in all events including, but not limited to, any and all attorneys' fees, court costs, and including costs incurred in any appellate proceedings, or costs of arbitration and all expenses in defending same, in connection with any and all of the above.

6. **Other Approvals.** Owner shall be responsible for obtaining any and all approvals of any other entity having an interest in the Drainage Easement, including, without limitation, Collier County and the Naples Reserve Homeowners Association, Inc.

7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successor and assigns forever. This Agreement, the rights and privileges herein granted and the burdens imposed hereby shall be perpetual and shall run with and bind Owner's Property.

8. **Governing Law / Venue.** This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules). Venue for any action arising hereunder shall lie exclusively in Collier County, Florida.

9. **Prevailing Party.** The prevailing party in any litigation arising out of this Agreement shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees, and costs incurred in connection with such litigation, whether pre-trial, at trial, in arbitration, on appeal, or otherwise.

10. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. **Modifications.** This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by both of the Parties.

12. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted

as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

13. **Integration.** This Agreement embodies the entire understanding of the parties with respect to the subject matter contemplated herein, and the terms hereof control over and supersede all prior and contemporaneous understandings pertaining to the subject matter hereof.

14. **Interpretation.** This Agreement has been negotiated fully between the parties as an arms' length transaction. Both parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

16. **Termination.** This Agreement shall continue in full force and effect until terminated by recording an instrument in the Public Records of Collier County, Florida, signed by the parties or their successors and assigns to this Agreement or upon the removal by Owner of the Encroachment.

*(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)*

The parties have executed this Agreement as of the date first written above.

**DISTRICT:**

**NAPLES RESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

Anna F. Harmon  
Secretary / Assistant Secretary

By: Tom Marquardt  
Chair / Vice Chair

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF COLLIER        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 17<sup>th</sup> day of February, 2022, by Tom Marquardt, as Chair of Naples Reserve Community Development District, on behalf of said community development district, who is  personally known to me or  has produced \_\_\_\_\_ as evidence of identification.

(SEAL)



DIANA VANESA FERRO  
Commission # HH 111849  
Expires July 31, 2025  
Bonded Thru Budget Notary Services

[Signature]  
NOTARY PUBLIC  
Name: Diana Vanesa Ferro  
(Type or Print)  
My Commission Expires: July 31<sup>st</sup>, 2025

OWNER:

*[Handwritten Signature]*

\_\_\_\_\_  
Jorge L. Mendez-Penate

*[Handwritten Signature]*

\_\_\_\_\_  
Ana I. Santiago

NOT A PRINTED COPY

STATE OF FLORIDA )  
                                  ) ss.  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 4 day of February, 2022, by Jorge L. Mendez-Penate and Ana I. Santiago, who  are personally known to me or  have produced \_\_\_\_\_ as evidence of identification.

(SEAL)



DIANA VANESA FERRO  
Commission # HH 111849  
Expires July 31, 2025  
Bonded Thru Budget Notary Services

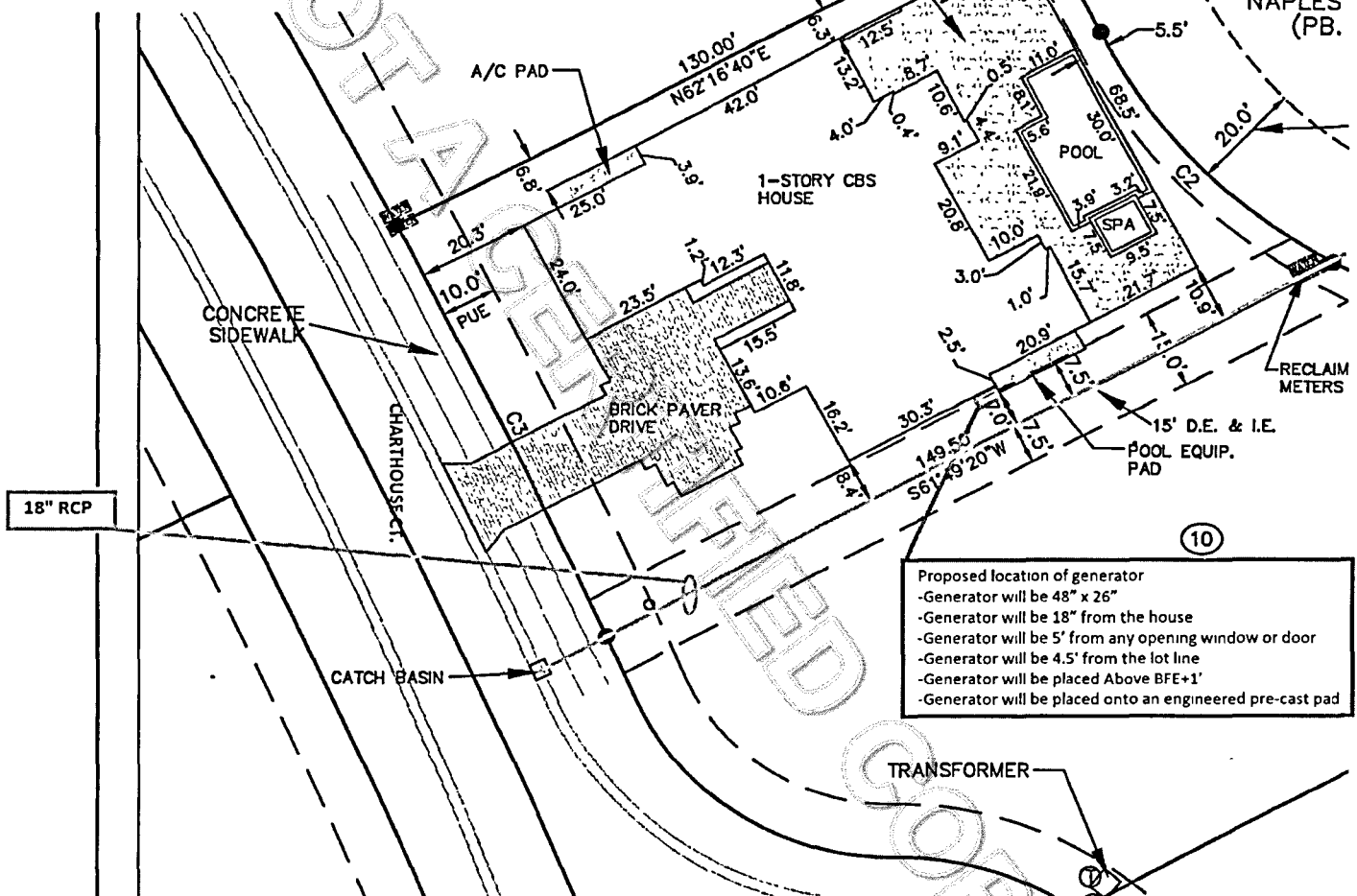
*[Handwritten Signature]*

\_\_\_\_\_  
NOTARY PUBLIC  
Name: Diana Vanesa Ferro  
(Type or Print)  
My Commission Expires: July 31<sup>st</sup>, 2025

Exhibit "A"

HOMEOOWNER SHALL BE RESPONSIBLE FOR OWNERSHIP AND MAINTENANCE OF THE GENERATOR AND SHALL BE RESPONSIBLE FOR PROVIDING ACCESS TO THE NAPLES RESERVE CDD FOR MAINTENANCE AND REPAIR OF THE 18" RCP STORM DRAINAGE PIPE AND ANY IRRIGATION FACILITIES WITHIN THE 15' D.E. AND I.E.

COMMENT ADDED BY NAPLES RESERVE CDD DISTRICT ENGINEER



Proposed location of generator  
 -Generator will be 48" x 26"  
 -Generator will be 18" from the house  
 -Generator will be 5' from any opening window or door  
 -Generator will be 4.5' from the lot line  
 -Generator will be placed Above BFE+1'  
 -Generator will be placed onto an engineered pre-cast pad

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	0°58'57"	1595.00'	27.35'	27.35'	N27°13'51"W
C2	35°05'12"	100.00'	61.24'	60.29'	S44°16'59"E
C3	3°22'41"	1465.00'	86.37'	86.36'	N26°02'00"W

- SYMBOLS LEGEND**
- = SET 5/8" IRON ROD/CAP ABB LB 3664
  - = FOUND 5/8" IRON ROD/CAP
  - = CLEAN OUT
  - ⊗ = WATER METER
  - ⊕ = ELECTRIC HANDHOLE
  - ⊗ = LIGHT POLE
  - ⊙ = CABLE TV RISER

**LEGAL DESCRIPTION**

ALL OF LOT 11, PARROT CAY, AS RECORDED IN PLAT BOOK 58, PAGES 75-78, PUBLIC RECORDS, COLLIER COUNTY, FLORIDA. CONTAINING 11,519 SQUARE FEET OF LAND MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ELEVATIONS SHOWN ARE NAVD 88 DATUM

NAPI  
 SINC  
 MINI  
 MINI  
 MINI  
 MINI  
 ACC  
 FRO  
 SIDE  
 REA  
 REA  
 PRE  
 DIST

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**10**



This instrument was prepared  
without an opinion of title and  
after recording return to:  
Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
(239) 435-3535

**BOAT DOCK ENCROACHMENT AGREEMENT**

THIS BOAT DOCK ENCROACHMENT AGREEMENT (this "**Agreement**") is made this 12<sup>th</sup> day of April, 2022, by and among NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT ("**District**") and NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC. ("**Association**"), and CAROL WANDELL NELSON, AS TRUSTEE OF THE CAROL WANDELL NELSON TRUST AS AMENDED AND RESTATED ON OCTOBER 25, 2021 ("**Owner**"). The District and Association are sometimes referred to herein individually as a "**NR Entity**" and collectively as the "**NR Entities**."

**RECITALS**

A. Owner is the owner in fee simple of that certain real property located at 14668 Kelson Circle, Naples, Florida 34114, which real property is legally described as follows (the "**Owner's Property**"):

Lot 20, Sutton Cay, according to the plat thereof as recorded in Plat Book 64, Pages 87 through 90 of the Public Records of Collier County, Florida.

B. The NR Entities have either fee simple interest and/or an easement interest in the following lake tract and/or associated platted lake maintenance easement abutting the Owner's Property (collectively, the "**Lake Property**"):

Tract L24 Naples Reserve Island Club, according to the plat thereof as recorded in Plat Book 58, Pages 19 through 21, inclusive, of the Public Records of Collier County, Florida.

C. Owner intends to construct and maintain a boat dock and related improvements (collectively, the "**Dock Improvements**") that will encroach into Lake Property (the "**Encroachment**") as shown on the site plan attached as **Exhibit "A"** and made a part of this Agreement (the "**Site Plan**").

D. The parties to this Agreement have reached certain understandings with regard to the Encroachment and now desire to set forth their understandings in writing for recordation.

**AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. **Consent to the Encroachment and Covenant not to Construct**. Subject to the terms of this Agreement, the NR Entities hereby expressly consent to the Encroachment of the Dock Improvements

and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that, in consideration for such consent by the NR Entities, no portion of the Dock Improvements encroaching into the Lake Property shall ever be expanded or increased beyond that which is permitted herein. In the event the NR Entities (each individually or collectively) determine that, notwithstanding Owner's agreement to the restrictive covenant set forth herein, any portion of the Dock Improvements within the Lake Property has been expanded or increased or Owner has otherwise constructed or installed improvements beyond or in addition to the permitted Dock Improvements in the Lake Property in violation of the terms hereof, and gives written notice to Owner of such determination, Owner or its successors and/or assigns shall have thirty (30) calendar days to correct such violation at its sole cost and expense after such written notice is actually received or deemed to have been received, whichever is earlier. In the event such violation is not corrected within such thirty (30) day period, Owner expressly agrees the NR Entities (each individually or collectively) may, and hereby further authorizes the NR Entities (each individually or collectively) to, take all steps necessary to remove such violating improvements, including, but not limited to, the right to enter onto the Owner's Property. Owner acknowledges that the Encroachment into the Lake Property is by consent of the NR Entities and not by any claim of some other right.

3. **Owner's Responsibilities.** Owner agrees to, and acknowledges, the following responsibilities as a condition to the NR Entities' consent to the Encroachment:

a. Owner shall be fully responsible, at Owner's sole cost and expense, for the installation, operation, and maintenance of the Dock Improvements, including any permits or approvals required for the work;

b. If Dock Improvements or conditions related to the Dock Improvements cause erosion to the Lake Property or the lake bank area adjacent to the Lake Property, Owner shall be responsible for the repair of the erosion, which shall be at Owner's sole cost and expense;

c. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement;

d. Owner shall ensure the installation, operation, and maintenance of the Dock Improvements are conducted in compliance with all applicable laws;

e. Notwithstanding this Agreement, Owner's use and operation of the Dock Improvements shall at all times be subject to the rules and regulations of the Association governing recreational activities on the Lake Property, which rules and regulations may be amended from time-to-time.

f. Owner shall ensure the installation, operation, and maintenance of the Dock Improvements does not damage any property of the NR Entities (including the Lake Property) or any third-party, and in the event of any such damage, Owner shall immediately repair the damage at Owner's sole cost and expense;

g. Owner shall continue to operate, maintain, and repair the Dock Improvements, in good and proper working condition and repair;

h. Owner shall ensure that the NR Entities have access through the Lake Property to allow the NR Entities to operate, maintain and repair the same, as needed, including for lake bank repair, lake bank and shoreline restoration, littoral planting, aquatic plant maintenance, dredging and riprap installation and replacement;

i. In the event of a casualty event that damages or destroys the Dock Improvements, Owner shall be responsible for the prompt clean-up and disposal of any debris, which shall be at Owner's sole cost and expense;

j. Owner shall maintain the NR Entities' property free from any construction, materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim of lien at Owner's sole cost and expense;

k. Throughout the term of this Agreement, Owner shall maintain liability insurance covering any injuries or damages to persons or property that may occur as a result of or related to the Dock Improvements or the construction, installation, alteration, or removal of the Dock Improvements. The Owner shall furnish the District or the Association, upon their request, with a certificate of insurance evidencing compliance with this requirement; and

l. Owner shall obtain written approval of the Dock Improvements from the Developmental Review Committee of the Association prior to installation of the Dock Improvements or any alteration thereof.

4. **Additional Costs.** In the event that at any time subsequent to the execution of this Agreement the Encroachment encumbers or inconveniences a NR Entity's use of the Lake Property (including, without limitation, the maintenance, repair, and/or replacement of stormwater management improvements and lake bank and shoreline restoration within or adjacent to the Lake Property), the NR Entity will make reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of the NR Entity's costs associated with working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of the NR Entity, to be paid to the applicable NR Entity in advance of any work to be performed by the NR Entity. The NR Entity shall be the sole judge of such incremental costs. Only if the NR Entity, in its sole judgment, is not able to work around the Encroachment, will the NR Entity mandate that the Encroachment be moved or removed, at no cost to the NR Entities, as then may be needed to allow the applicable NR Entity the needed use of the Lake Property. If Owner fails to remove the Encroachment after written request of the NR Entity, the NR Entity may remove the Encroachment and charge Owner for the cost thereof. Removal of the Encroachment will be the last alternative solution of any such use problem(s) unless the incremental cost of the least expensive and viable alternative solution exceeds the cost of removal. Once removed, the Owner may not reinstall the Dock Improvements without the prior written approval of the NR Entities. Owner shall be responsible for all costs to reinstall the Dock Improvements. Any costs incurred by the Association for which the Owner is responsible as provided in this section 4 may be assessed by the Association as a Special Assessment against the Owner and the Owner's Lot and collected in accordance with the provisions of Article IX of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Naples Reserve.

5. **Emergency/Governmental Demand.** In the event of an emergency or demand or request to do so by any government agency or entity having jurisdiction over all or a portion of the Lake Property, the District may remove the Dock Improvements without notice, and the District will not be responsible for repairing, replacing or restoring the Dock Improvements back to their original condition. Owner shall be liable for and shall repay the District for all costs incurred by the District to remove the Dock Improvements, including any professional or legal fees or expenses.

6. **Indemnification.** In order to induce the NR Entities to consent to the Encroachment, as evidenced by this Agreement, Owner hereby agrees to fully protect, indemnify, defend, save and hold the NR Entities, and its supervisors, officers, employees, agents, administrators, and all of their respective heirs,

successors and assigns (collectively, the "**Indemnified Parties**"), harmless from and against any and all claims, damages, expenses, costs, charges, obligations, liabilities, fees, penalties, assessments, taxes, losses, etc. of any kind or nature whatsoever, whether mature or not, in law or in equity, whether as a result of settlement, litigation or arbitration which may be incurred or suffered by one or more of the Indemnified Parties arising out of, relating to or resulting from the construction, use, maintenance and occupation of the Encroachment and any removal of any improvements within the Encroachment, and in all events including, but not limited to, any and all attorneys' fees, court costs, and including costs incurred in any appellate proceedings, or costs of arbitration and all expenses in defending same, in connection with any and all of the above.

7. **Other Approvals.** Owner shall be responsible for obtaining any and all approvals of any other entity having an interest in the Lake Property.

8. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successor and assigns forever. This Agreement, the rights and privileges herein granted and the burdens imposed hereby shall be perpetual and shall run with and bind Owner's Property.

9. **Governing Law / Venue.** This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules). Venue for any action arising hereunder shall lie exclusively in Collier County, Florida.

10. **Prevailing Party.** The prevailing party in any litigation arising out of this Agreement shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees, and costs incurred in connection with such litigation, whether pre-trial, at trial, in arbitration, on appeal, or otherwise.

11. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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.

12. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. **Modifications.** This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by all of the Parties.

14. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

15. **Integration.** This Agreement embodies the entire understanding of the parties with respect to the subject matter contemplated herein, and the terms hereof control over and supersede all prior and contemporaneous understandings pertaining to the subject matter hereof.

16. **Interpretation.** This Agreement has been negotiated fully between the parties as an arms' length transaction. All parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

18. **Termination.** This Agreement shall continue in full force and effect until terminated by recording an instrument in the Public Records of Collier County, Florida, signed by the parties or their successors and assigns to this Agreement or upon the removal by Owner of the Encroachment, in which case this Agreement shall terminate automatically without further action of the parties.

*(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)*

The parties have executed this Agreement as of the date first written above.

DISTRICT:

NAPLES RESERVE COMMUNITY  
DEVELOPMENT DISTRICT

ATTEST:

*Charmelle Hill*  
Secretary / Assistant Secretary

By: *Tom Margueta*  
Chair / Vice Chair

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF COLLIER        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 6<sup>th</sup> day of April, 2022, by Tom Margueta, as Chair of Naples Reserve Community Development District, on behalf of said community development district, who is  personally known to me or  has produced \_\_\_\_\_ as evidence of identification.

(SEAL)



CARMEN PENA  
Commission # HH 031020  
Expires December 7, 2024  
Bonded Thru Budget Notary Services

NOTARY PUBLIC

Name: *Carmen Pena*

(Type or Print)

My Commission Expires: Dec. 7<sup>th</sup>, 2024

ASSOCIATION:

NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC

By: Heidi Devlin  
Heidi Devlin, President

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 10<sup>th</sup> day of April, 2022, by Heidi Devlin, as President of Naples Reserve Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is  personally known to me or  has produced \_\_\_\_\_ as evidence of identification.

(SEAL)



DIANA VANESA FERRO  
Commission # HH 111849  
Expires July 31, 2025  
Bonded Thru Budget Notary Services

[Signature]

NOTARY PUBLIC  
Name: Diana Ferro  
(Type or Print)  
My Commission Expires: July 31, 2025

NOTARIZED COPY

OWNER:

*Carol W. Nelson*

Print Name: Carol W. Nelson, Trustee  
of the Carol Mandeli Nelson Trust as

Print Name: \_\_\_\_\_ amended and  
Restated on

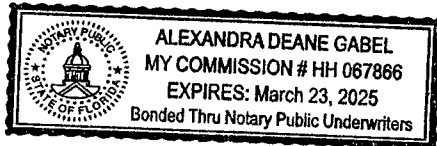
October 25, 2021

NOT A CERTIFIED COPY

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me by means of (  ) physical presence or (  ) online notarization this 25<sup>th</sup> day of March, 2022, by Carol W. Nelson, as Trustee, who (  ) is/are personally known to me or (  ) have/has produced \_\_\_\_\_ as evidence of identification.

(SEAL)



*Alexandra Gabel*  
NOTARY PUBLIC

Name: \_\_\_\_\_

(Type or Print)

My Commission Expires:



**SURVEY SKETCH OF BOUNDARY SURVEY  
SKETCH OF PROPOSED IMPROVEMENTS**

COPYRIGHT 2020: F.L.A. SURVEYS CORP.

THE LINES ON THIS SKETCH DO NOT CONSTITUTE OWNERSHIP.

**PAGE 1 OF 3**

SEE REVERSE SIDE FOR PAGE 3 OF 3

NOT FOR FENCE CONSTRUCTION  
NOT FOR CONSTRUCTION  
NOT FOR DESIGN

Exhibit "A"

IMPROVEMENTS OTHER THAN  
THOSE SHOWN, IF ANY,  
WERE NOT LOCATED

**STREET ADDRESS :**  
14668 KELSON CIR  
NAPLES, FL

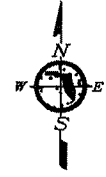
**LEGAL DESCRIPTION :**

LOT 20, SUTTON CAY, A SUBDIVISION  
ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 64, PAGES 87  
THROUGH 90, INCLUSIVE, OF THE PUBLIC  
RECORDS OF COLLIER COUNTY, FLORIDA.

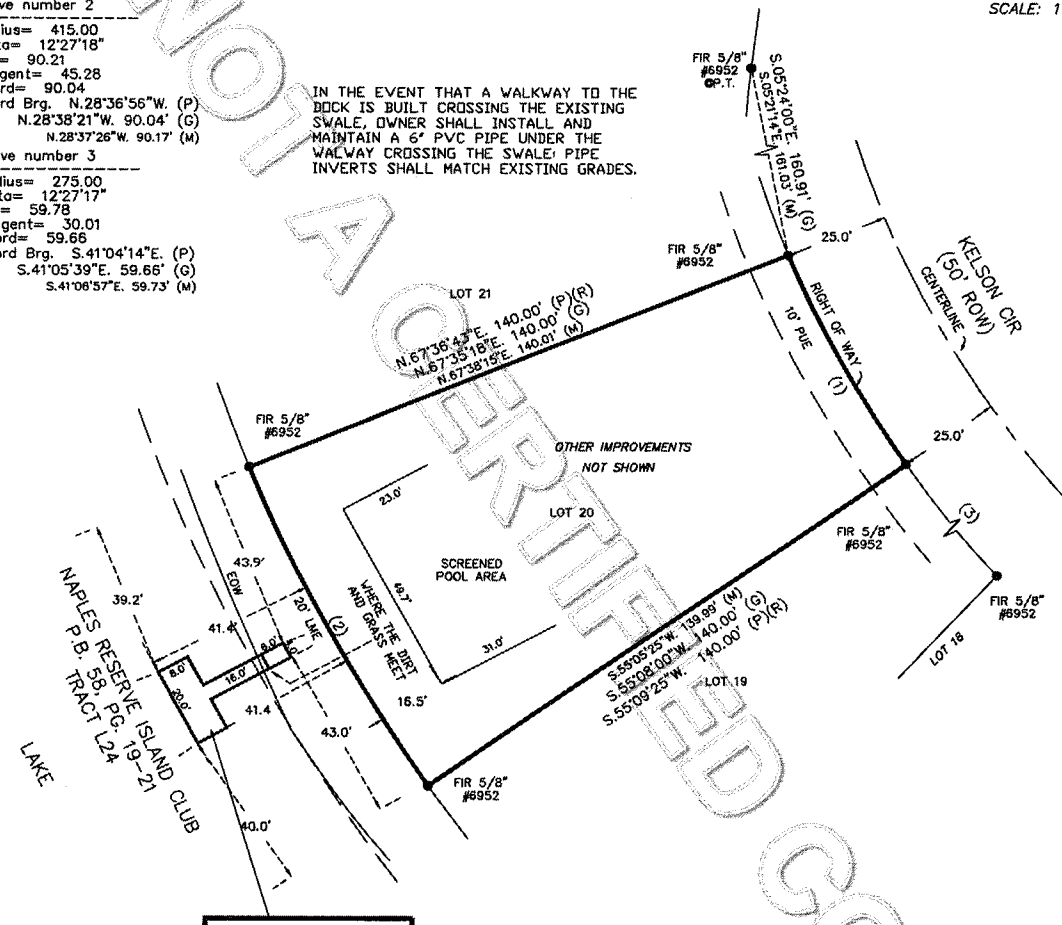
**CERTIFIED TO :**  
STEPHEN J & KERRYA REBORA

- Curve number 1  
Radius= 275.00  
Delta= 12'27"18"  
Arc= 59.78  
Tangent= 30.01  
Chord= 59.66  
Chord Brg. S.28°36'56"E. (P)  
S.28°38'21"E. 59.66' (G)  
S.28°36'11"E. 59.57' (M)
- Curve number 2  
Radius= 415.00  
Delta= 12'27"18"  
Arc= 90.21  
Tangent= 45.28  
Chord= 90.04  
Chord Brg. N.28°36'56"W. (P)  
N.28°38'21"W. 90.04' (G)  
N.28°37'26"W. 90.17' (M)
- Curve number 3  
Radius= 275.00  
Delta= 12'27"17"  
Arc= 59.78  
Tangent= 30.01  
Chord= 59.66  
Chord Brg. S.41°04'14"E. (P)  
S.41°05'39"E. 59.66' (G)  
S.41°06'57"E. 59.73' (M)

IN THE EVENT THAT A WALKWAY TO THE  
DOCK IS BUILT CROSSING THE EXISTING  
SWALE, OWNER SHALL INSTALL AND  
MAINTAIN A 6" PVC PIPE UNDER THE  
WALWAY CROSSING THE SWALE; PIPE  
INVERTS SHALL MATCH EXISTING GRADES.



SCALE: 1" = 30'



**PROPOSED FLOATING DOCK**



MEASURED BEARINGS SHOWN ARE BASED ON  
STATE PLANE COORDINATES (FLORIDA EAST  
ZONE), WHICH IS GRID NORTH AS  
ESTABLISHED BY NOS. AS ACQUIRED BY  
USING GPS TECHNOLOGY AND IS THE "BASIS  
OF BEARINGS". MEASUREMENTS LABELED AS  
(G) ARE THE CALCULATED GPS PLAT  
BEARINGS.



**CERTIFICATION :**  
I HEREBY CERTIFY THIS SURVEY WAS MADE UNDER MY  
RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE  
AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL  
SURVEYORS & MAPPERS CHAPTER 5J17.05-052, FLORIDA  
ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA  
STATUTES.

BY: Leland F. Dysard SURVEY DATE: 08/18/2021  
CLINTON W. FINSTAD, PE, CFM, PLS #2453 RONALD W. WALLING PSM #6473  
LELAND F. DYSARD, PLS #3859 MARY E. FINSTAD, CFM, PSM #5901

**QUALITY CONTROL**  
BY: MEF DATE: 08/19/2021

NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND EMBOSSED SEAL  
NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.  
FLORIDA STATUTE 5J-17.05 (3) (c): TWO SITE BENCHMARKS REQUIRED FOR CONSTRUCTION  
NOTE: PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM LOCAL PERMITTING,  
PLANNING AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION.

NOTE: IF APPLICABLE, FENCES SHOWN MEANDER  
ON OR OFF LINES. (APPROX. LOCATION ONLY)

<b>F.L.A. SURVEYS CORP.</b> PROFESSIONAL LAND SURVEYORS & MAPPERS-LB 6569			3884 PROGRESS AVE., SUITE 104 NAPLES, FL 34104 239-403-1800 FAX 403-8600 239-404-7129 239-580-2795 239-250-2792	NOTE: IN COMPLIANCE WITH F.A.C. 5J-17.052 (2) (d) (4) (IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLAT, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.	REVISIONS  PROJECT NO: 21-88338-SPC
DRAWN BY: SVJ	PARTY CHIEF: MIKE	9220 BONITA BEACH ROAD, STE 200 BONITA SPRINGS, FL 34135			

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**11**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2022**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 2022**

	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Capital Projects Fund Series 2018	Total Governmental Funds
<b>ASSETS</b>					
Cash	\$ 460,177	\$ -	\$ -	\$ -	\$ 460,177
Investments					
Reserve	-	519,031	280,178	-	799,209
Revenue	-	564,331	569,972	-	1,134,303
Capitalized interest	-	-	5	-	5
Prepayment	-	-	148	-	148
Due from general fund	-	23,139	24,883	-	48,022
Total assets	<u>\$ 460,177</u>	<u>\$ 1,106,501</u>	<u>\$ 875,186</u>	<u>\$ -</u>	<u>\$ 2,441,864</u>
<b>LIABILITIES</b>					
Liabilities:					
Accounts payable	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000
Due to debt service fund - seires 2014	23,139	-	-	-	23,139
Due to debt service fund - series 2018	24,883	-	-	-	24,883
Developer advance	1,500	-	-	-	1,500
Total liabilities	<u>50,522</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>50,522</u>
<b>FUND BALANCES:</b>					
Restricted for					
Debt service	-	1,106,501	875,186	-	1,981,687
Assigned					
3 months working capital	79,564	-	-	-	79,564
Lake bank remediation	150,000	-	-	-	150,000
Unassigned	180,091	-	-	-	180,091
Total fund balances	<u>409,655</u>	<u>1,106,501</u>	<u>875,186</u>	<u>-</u>	<u>2,391,342</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 460,177</u>	<u>\$ 1,106,501</u>	<u>\$ 875,186</u>	<u>\$ -</u>	<u>\$ 2,441,864</u>
Total liabilities and fund balances	<u>\$ 460,177</u>	<u>\$ 1,106,501</u>	<u>\$ 875,186</u>	<u>\$ -</u>	<u>\$ 2,441,864</u>

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 15,734	\$ 456,223	\$ 462,830	99%
Miscellaneous income	320	639	-	N/A
Total revenues	<u>16,054</u>	<u>456,862</u>	<u>462,830</u>	99%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Engineering	1,628	10,807	25,000	43%
Audit	-	7,200	7,200	100%
Legal	2,825	10,923	15,000	73%
Legal bond counsel	-	800	-	N/A
Management, accounting, recording	4,080	24,480	48,960	50%
Debt service fund accounting	458	2,750	5,500	50%
Postage	27	213	500	43%
Insurance	-	6,405	6,808	94%
Trustee	-	4,760	4,800	99%
Trustee - second bond series	-	-	5,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	1,000	2,000	50%
Telephone	4	25	50	50%
Printing & binding	29	175	350	50%
Legal advertising	-	910	1,200	76%
Annual district filing fee	-	175	175	100%
Contingencies	-	-	2,500	0%
Website	-	705	705	100%
ADA website compliance	-	-	210	0%
Property appraiser	-	2,924	7,232	40%
Tax collector	315	9,123	9,642	95%
Total administration expenses	<u>9,533</u>	<u>83,375</u>	<u>144,832</u>	<u>58%</u>
<b>Field Operations</b>				
Drainage / catch basin maintenance	-	-	3,000	0%
Other repairs and maintenance	-	-	75,000	0%
Lake maintenance / water quality	7,304	11,258	75,000	15%
Total field operations expenses	<u>7,304</u>	<u>11,258</u>	<u>153,000</u>	<u>7%</u>
Total expenditures	<u>16,837</u>	<u>94,633</u>	<u>297,832</u>	<u>32%</u>
Excess (deficiency) of revenues over/(under) expenditures	(783)	362,229	164,998	
Fund balance - beginning	410,438	47,426	71,135	
Fund balance - ending				
Assigned				
3 months working capital	79,564	79,564	79,564	
Lake bank remediation	150,000	150,000	150,000	
Unassigned	180,091	180,091	6,569	
Fund balance - ending	<u>\$409,655</u>	<u>\$409,655</u>	<u>\$236,133</u>	

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND - SERIES 2014  
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 18,338	\$ 531,714	\$ 539,300	99%
Interest	3	19	-	N/A
Total revenues	<u>18,341</u>	<u>531,733</u>	<u>539,300</u>	99%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	140,000	140,000	100%
Principal prepayments	-	5,000	-	N/A
Interest	-	187,631	371,938	50%
Total debt service	<u>-</u>	<u>332,631</u>	<u>511,938</u>	65%
<b>Other fees and charges</b>				
Tax collector	367	10,635	11,235	95%
Property appraiser	-	3,407	8,427	40%
Total other fees and charges	<u>367</u>	<u>14,042</u>	<u>19,662</u>	71%
Total expenditures	<u>367</u>	<u>346,673</u>	<u>531,600</u>	65%
Excess/(deficiency) of revenues over/(under) expenditures	17,974	185,060	7,700	
Fund balances - beginning	<u>1,088,527</u>	<u>921,441</u>	<u>851,036</u>	
Fund balances - ending	<u><u>\$1,106,501</u></u>	<u><u>\$1,106,501</u></u>	<u><u>\$858,736</u></u>	

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND - SERIES 2018  
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 19,721	\$ 571,799	\$ 580,060	99%
Interest	2	15	-	N/A
Total revenues	<u>19,723</u>	<u>571,814</u>	<u>580,060</u>	99%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	150,000	150,000	100%
Principal prepayments	-	10,000	10,000	100%
Interest	-	205,128	407,003	50%
Total debt service	<u>-</u>	<u>365,128</u>	<u>567,003</u>	64%
<b>Other fees and charges</b>				
Property appraiser	-	3,664	9,063	40%
Tax collector	395	11,436	12,085	95%
Total other fees and charges	<u>395</u>	<u>15,100</u>	<u>21,148</u>	71%
Total expenditures	<u>395</u>	<u>380,228</u>	<u>588,151</u>	65%
Excess/(deficiency) of revenues over/(under) expenditures	19,328	191,586	(8,091)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers in	-	148	-	N/A
Total other financing sources	<u>-</u>	<u>148</u>	<u>-</u>	N/A
Net change in fund balances	19,328	191,734	(8,091)	
Fund balances - beginning	855,858	683,452	687,603	
Fund balances - ending	<u>\$875,186</u>	<u>\$875,186</u>	<u>\$679,512</u>	

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND - SERIES 2018  
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date
<b>REVENUES</b>	\$ -	\$ -
Total revenues	-	-
<b>EXPENDITURES</b>		
Total expenditures	-	-
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfers (out)	-	(148)
Total other financing sources	-	(148)
Net change in fund balances	-	(148)
Fund balance - beginning	-	148
Fund balance - ending	\$ -	\$ -



**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**12**

**DRAFT**  
**MINUTES OF MEETING**  
**NAPLES RESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Naples Reserve Community Development District held a Regular Meeting on March 3, 2022 at 10:30 a.m., at the Island Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114.

**Present at the meeting were:**

Thomas Marquardt	Chair
Deborah Lee Godfrey	Vice Chair
Charlene Hill	Assistant Secretary
Anna Harmon	Assistant Secretary
Gregory Inez	Assistant Secretary

**Also present, were:**

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Greg Urbancic	District Counsel
Terry Cole	District Engineer
Randy Sparrazza	Resident and HOA President
Linda Houde	Resident
Jim Dill	Resident
Heidi Devlin	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Cerbone called the meeting to order at 10:30 a.m. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Chairman's Opening Remarks**

Mr. Marquardt discussed the following:

- He felt that e-blasting the lake and lake bank maintenance letters and posting on the CDD/HOA website will help reduce the number of complaints and homeowners in violation due to making improvements behind their residences when the water levels recede.

43 ➤ Regarding a photo on Facebook, he and Mr. Sparrazza were unable to locate the person  
44 who posted it; the photo was removed and a response from the Administrator was pending.

45 ➤ SOLitude Lake Management (SOLitude) should alert Staff so matters can be addressed.

46 ➤ He saw a resident pouring solvent down the lake drain and asked if the CDD has any  
47 recourse. Mr. Urbancic felt that contacting one of the environmental agencies would be more  
48 effective and noted the HOA's compliance enforcement mechanisms are faster than the CDD's.

49 ➤ If there is a violation after sending the letter, a reminder will be posted on Facebook.

50 Mr. Marquardt asked why execution of the SOLitude contract was delayed. Ms. Sanchez  
51 stated that Mr. Kurth was unaware that certain Agreements needed to be executed when the  
52 project was approved at the last meeting.

53 To expedite the process for future projects, Ms. Cerbone suggested authorizing Staff, by  
54 motion, to enter into an agreement of a specified not-to-exceed amount and for the Chair to  
55 execute and then ratifying it at the next meeting.

56

#### 57 **FOURTH ORDER OF BUSINESS**

#### **Service Provider Reports**

58

##### 59 **A. Cardno**

60 Ms. Cerbone discussed the Cardno monthly HOA water usage and CDD quarterly water  
61 quality testing reports.

##### 62 **B. SOLitude Lake Management, LLC**

63 Ms. Cerbone discussed SOLitude's recurring services, including maintenance of the lake  
64 banks pertaining to the littorals and alga treatments to help the ponds and irrigation systems.  
65 Two additional services are being provided, pertaining to pipe removal and the one-time  
66 planting of required littorals.

67 Ms. Cerbone stated that, now that water levels are low, a resident asked which entity is  
68 responsible for removing dead vegetation between the grass and littoral shelf. Mr. Cole  
69 suggested obtaining a recommendation from SOLitude and noted his other CDDs engage a firm  
70 to harvest dead plants floating in the lake. Ms. Cerbone suggested to Mr. Sparrazza to obtain  
71 SOLitude's feedback on how to address the shoreline and determine who is responsible. Mr.  
72 Sparrazza offered to discuss this with Mr. Kurth, since determining responsibility was not  
73 addressed at the joint meeting. Ms. Cerbone suggested having someone from the HOA take  
74 notes during joint meetings with the HOA/CDD and vendor to distribute to the CDD.

75 Ms. Cerbone asked how the Board wants to receive the agenda. The Board asked for  
76 the electronic version to be emailed on the Friday before and 48 hours prior to the meeting.

77 Ms. Cerbone stated that SOLitude's two additional services, pertaining to the pipe  
78 removal and the one-time planting of required littoral plants, would be on the next agenda.

79

80 **FIFTH ORDER OF BUSINESS**

**Discussion/Consideration: Lake Project  
Areas of Responsibility**

81

82

83 Mr. Cole distributed and presented a key map and others depicting all the lakes,  
84 drainage easements, littoral shelves and the entity responsible for maintenance; it was the  
85 same version as the one distributed at a prior meeting. Mr. Cole was asked to add the weirs to  
86 the map and include the map in the agenda package for each meeting.

87

88 **SIXTH ORDER OF BUSINESS**

**Consideration of Napier Sprinkler, Inc.,  
Lake Erosion Proposal**

89

90

91 Mr. Cole presented the Napier Sprinkler, Inc. (Napier) proposals to repair the six lakes  
92 referenced in the South Florida Water Management District (SFWMD) non-compliance letter.  
93 They included the costs to extend the seven yard drain pipes below the water line to prevent  
94 future erosion. He asked the SFWMD for an extension through the end of June 2022.

95 Discussion ensued regarding the repairs needed at Lake #24 that the SFWMD did not  
96 identify, using fund reserves and the CDD's recourse to recover repair costs from homeowners.

97 Mr. Cole recommended having Napier inspect the remaining lakes before June to  
98 determine the yard drain repair costs and possibly pursuing the lot owners, Developer and/or  
99 Builder for the costs. It was suggested that the CDD and HOA provide standards to the Design  
100 Review Committee (DRC) regarding installing yard drains for the DRC to incorporate when  
101 encroachment requests are received.

102 Discussion ensued regarding the County not requiring drainage regulations and issuing  
103 the Certificate of Occupancy.

104 Ms. Cerbone reviewed budget line items and discussed the possibility of including  
105 Napier's costs for the remaining yards on the proposed Fiscal Year 2023 budget. Mr. Cole asked  
106 for approval of up to \$35,000, which will include additional costs for Napier to work on the  
107 catch basins, which were omitted from the invoice but were in the non-compliance letter.

108 Board Members voiced their opinions about whether the CDD or homeowners should  
109 pay the drainage repair costs and notifying the seven homeowners of the Board's decision to  
110 make the repairs. Ms. Cerbone will prepare a courtesy letter for Mr. Sparrazza to send.

111

112 **On MOTION by Mr. Marquardt and seconded by Ms. Harmon, with all in favor,**  
113 **Napier Sprinkler, Inc. Proposal #e894 for lake erosion repairs, in the amount of**  
114 **\$26,012.45, plus the potential cleaning of two catch basins and additional**  
115 **miscellaneous work related to the proposal, in a not-to-exceed amount of**  
116 **\$35,000, and authorizing the Chair or Vice Chair to execute, was approved.**

117

118

119 An affected resident asked how her property was identified. Mr. Marquardt believed it  
120 was from of a homeowner's complaint about the dock side that may have resulted in extending  
121 their review of the area.

122

123 **SEVENTH ORDER OF BUSINESS**

**Presentation of Audited Financial**  
**Statements for the Fiscal Year Ended**  
**September 30, 2021, Prepared by Carr,**  
**Riggs & Ingram, LLC**

124

125

126

127

128 Ms. Cerbone stated that the Audited Financial Report for Fiscal Year Ended September  
129 30, 2021 specified that there were no findings, irregularities or instances of noncompliance; it  
130 was a clean audit. Ms. Cerbone and Mr. Cole responded to questions and clarified that the  
131 current approximate \$639,000 liability debt reduces as principal and interest payments are  
132 made. The Napier erosion repair project would be designated to the repair and maintenance  
133 line item. The Stormwater Needs Analysis Report would be a capitalized project line item.

134

135 **EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-05,**  
**Hereby Accepting the Audited Financial**  
**Statements for the Fiscal Year Ended**  
**September 30, 2021**

136

137

138

139

140 Ms. Cerbone presented Resolution 2022-05.

141

142 **On MOTION by Ms. Godfrey and seconded by Ms. Hill, with all in favor,**  
143 **Resolution 2022-05, Hereby Accepting the Audited Financial Statements for the**  
144 **Fiscal Year Ended September 30, 2021, was adopted.**

145

146 **NINTH ORDER OF BUSINESS****Ratification of Boat Dock Encroachment  
147 Agreements**

- 148
- 149 **A. 14203 Galley Ct.**
- 150 **B. 14400 Neptune Ave.**
- 151 **C. 14230 Charthouse Ct.**

152 Ms. Cerbone explained the process for addressing encroachments; once agreements are  
153 is recorded, they would be presented for ratification at the following meeting. Mr. Marquardt  
154 asked if resident Jorge Mendez's issue was closed. Ms. Cerbone replied affirmatively.

155

156 **On MOTION by Ms. Godfrey and seconded by Ms. Harmon, with all in favor,**  
157 **the Boat Dock Encroachment Agreements for 14203 Galley Ct., 14400 Neptune**  
158 **Ave. and 14230 Charthouse Ct., were ratified.**

159

160

161 **TENTH ORDER OF BUSINESS****Ratification of Generator Encroachment  
162 Agreement**

163

164

- **14587 Regatta Lane**

165

166 **On MOTION by Mr. Marquardt and seconded by Ms. Hill, with all in favor, the**  
167 **Generator Encroachment Agreement for 14587 Regatta Lane, was ratified.**

168

169

170 **ELEVENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial  
171 Statements as of January 31, 2022**

172

173

174 Ms. Cerbone presented the Unaudited Financial Statements as of January 31, 2022. A  
175 Board Member asked if there is any concern that the "Legal" and "Legal advertising" costs  
176 might exceed budget. Ms. Cerbone replied no for "Legal advertising" unless there are changes  
177 to the meeting schedule. As to "Legal", there is a 45-day lapse in submitting invoices. She was  
178 optimistic that the majority of the services were provided earlier in the fiscal year and expected  
179 future services to entail preparing and recording Encroachment Agreements.

179

180 **On MOTION by Mr. Marquardt and seconded by Mr. Inez, with all in favor, the**  
181 **Unaudited Financial Statements as of January 31, 2022, were accepted.**

182

183

184 **TWELFTH ORDER OF BUSINESS****Approval of February 3, 2022 Regular Meeting Minutes**185  
186  
187  
188  
189

Ms. Cerbone presented the February 3, 2022 Regular Meeting Minutes. Mr. Cole would provide his minor changes on Pages 2 and 3 to Ms. Cerbone after the meeting.

**On MOTION by Mr. Marquardt and seconded by Ms. Harmon, with all in favor, the February 3, 2022 Regular Meeting Minutes, as amended to incorporate Mr. Cole's edits submitted to Ms. Cerbone after the meeting, were approved.**

193  
194  
195  
196  
197  
198**THIRTEENTH ORDER OF BUSINESS****Other Business**

There was no other business.

199 **FOURTEENTH ORDER OF BUSINESS****Staff Reports**200  
201**A. District Counsel: *Coleman, Yovanovich & Koester, P.A.***

202

**• Lake and Lake Bank Maintenance Letter to Residents**

203

Mr. Urbanic presented the draft letters, which included edits from the Board. He asked if the letters should come from the Chair or the District Manager. Staff was asked to insert the Chair's electronic signature and include every Board Member's name on the letter.

206

Regarding the lake and lake bank maintenance letters, the following would occur:

207

➤ Ms. Cerbone to include the Board Members' names on the letter.

208

➤ Ms. Cerbone to ask the Property Manager and HOA Manager to e-blast the final version of the Americans with Disabilities Act (ADA) compliant letter and post it on the HOA website.

210

➤ Ms. Cerbone to proceed with posting the letter on the CDD website despite typically only posting statutorily required items on the CDD website.

212

The POA plan to install a bulletin board in the Activities Room and the CDD/HOA plan to create a mutual newsletter to residents with updates on HOA and CDD matters, were noted.

214

**On MOTION by Mr. Marquardt and seconded by Mr. Inez, with all in favor, approving the Lake and Lake Bank Maintenance Letter to Residents and asking the HOA to post it on the website, was approved.**

215  
216  
217  
218  
219  
220**B. District Engineer: *Hole Montes, Inc.***

221 Mr. Cole stated that summarizing the number of miles of pipes in the CDD was  
222 completed. A portion of the 20-Year Stormwater Needs Analysis Report is still underway. He  
223 expected to finalize the Report in time to submit it by the June 30, 2022.

224 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

225 In response to a request, Ms. Cerbone stated she would email the Napier proposals and  
226 Mr. Cole’s spreadsheet identifying the projects to the Board upon receipt.

- 227 • **NEXT MEETING DATE: April 7, 2022 at 10:30 AM**

- 228 ○ **QUORUM CHECK**

229 The next meeting will be April 7, 2022, unless cancelled. The proposed Fiscal Year 2023  
230 budget would be presented at the June meeting.

231

232 **FIFTEENTH ORDER OF BUSINESS**

**Public Comments**

233

234 Resident Linda Houde asked for another Facebook page to be created to post CDD/HOA  
235 courtesy information, in addition to the existing one, as certain homeowners are permanently  
236 blocked from the original group. She asked if there are building standards the CDD can use to  
237 hold iStar accountable, instead of homeowners having to pay for the repairs so the pipes drain  
238 into the lake. Mr. Cole was not aware of a building code requiring the homeowner or builder to  
239 install a downspout into the lake.

240 Resident and HOA President Randy Sparrazza asked to work with Mr. Marquardt to  
241 prepare a statement involving the Compliance Committee related to preparing rules and  
242 regulations prohibiting disposal of hazardous waste down the storm drains and catch basins  
243 into the lakes and fining those who violate the rules.

244

245 **SIXTEENTH ORDER OF BUSINESS**

**Supervisors’ Requests**

246

247 There were no Supervisors’ requests.

248

249 **SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

250

251

252 **On MOTION by Ms. Godfrey and seconded by Ms. Hill, with all in favor, the**  
253 **meeting adjourned at 11:49 a.m.**



254  
255  
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258  
259

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**14CI**



# Jennifer J. Edwards Supervisor of Elections

April 15, 2022

Ms Daphne Gillyard  
Naples Reserve CDD  
2300 Glades Rd Suite 410W  
Boca Raton FL 30431

Dear Ms Gillyard,

In compliance with 190.06 of the Florida Statutes, this letter is to inform you that the official records of the Collier County Supervisor of Election indicate 1177 active registered voters residing in the Naples Reserve CDD as of April 15, 2022.

Should you have any question regarding election services for this district please feel free to contact our office.

Sincerely,

David B Carpenter  
Qualifying Officer  
Collier County Supervisor of Elections  
(239) 252-8501  
Dave.Carpenter@colliervotes.gov



**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**14CII**

## NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

#### LOCATION

*Island Club at Naples Reserve, 14885 Naples Reserve Circle, Naples, Florida 34114*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2021 <b>CANCELED</b>	Regular Meeting	10:30 AM
October 14, 2021	Workshop	10:30 AM
Join Zoom Meeting: <a href="https://zoom.us/j/93710553245?pwd=L2xyZTBXLzVIM0NESVNoUHhGTFQzd09">https://zoom.us/j/93710553245?pwd=L2xyZTBXLzVIM0NESVNoUHhGTFQzd09</a> Meeting ID: 937 1055 3245 Passcode: 521802 Dial by Location: 1 929 205 6099 Meeting ID: 937 1055 3245 Passcode: 521802		
November 3, 2021	Regular Meeting	10:30 AM
November 4, 2021 <b>CANCELED</b>	Regular Meeting	10:30 AM
December 2, 2021	Regular Meeting	10:30 AM
January 6, 2022 <b>CANCELED</b>	Regular Meeting	10:30 AM
February 3, 2022	Regular Meeting	10:30 AM
March 3, 2022	Regular Meeting	10:30 AM
April 7, 2022 <b>CANCELED</b>	Regular Meeting	10:30 AM
May 5, 2022	Regular Meeting	10:30 AM
June 2, 2022	Regular Meeting	10:30 AM
July 7, 2022	Regular Meeting	10:30 AM
August 4, 2022	Public Hearing & Regular Meeting	10:30 AM
September 1, 2022	Regular Meeting	10:30 AM