

**NAPLES RESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

October 6, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

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

September 29, 2022

Board of Supervisors
Naples Reserve Community Development District

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

Dear Board Members:

The Board of Supervisors of the Naples Reserve Community Development District will hold a Regular Meeting on October 6, 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. Action Items Updates
 - A. Chair
 - Matters Relating to the Littoral Shelf
 - B. Supervisor Hill
 - Project Taking Full Inventory of Existing Structures and Landscaping
4. Service Provider Reports
 - A. SOLitude Lake Management, LLC: 08/01/22 – 08/31/22
 - B. Napier Sprinkler, Inc.
5. Update: Cardno Professional Services Agreement Cancellation
6. Update: Lot Encroachments (Parrot Cay Lots 63, 65, 70 & 77)
 - A. 14257 Charthouse Circle, Lot 70
 - B. 14301 Charthouse Circle, Lot 63
 - C. 14293 Charthouse Circle, Lot 65
 - D. 14219 Charthouse Circle, Lot 77
7. Ratification of Boat Dock Encroachment Agreements
 - A. 14475 Stillwater Way
 - B. 14384 Neptune Avenue

- 8. Acceptance of Unaudited Financial Statements as of August 31, 2022
- 9. Approval of September 1, 2022 Regular Meeting Minutes
- 10. Other Business
- 11. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
 - B. District Engineer: *Hole Montes, Inc.*
 - Drainage Easements and Lake Conveyance Maps
 - C. Operations Manager: *Wrathell, Hunt and Associates, LLC*
 - Lingered Homeowner Issues
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: December 1, 2022 at 10:30 A.M.

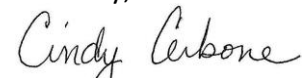
○ QUORUM CHECK

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

- 12. Public Comments
- 13. Supervisors' Requests
- 14. Adjournment

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

Sincerely,


 Cindy Cerbone
 District Manager

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

3B



**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

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Cardno Contract ID / Project ID: E919055200

This Agreement is made effective January 1, 2022 by and between:

“Cardno”

Name: Cardno, Inc.
Address: 5670 Zip Drive, Fort Myers, FL 33905
Phone: (239) 246-4813
Representative: Steve Kohlmeier **Email:** Stephan.Kohlmeier@cardno.com

“Client”

Name: Naples Reserve CDD c/o Wrathell, Hunt and Associates
Address: 2300 Glades Road #410W Boca Raton, FL 33431
Phone: (561) 571-0010
Representative: Cindy Cerbone **Email:** cerbonec@whhassociates.com

The Scope of Services, Special Conditions, Terms, and Conditions constitute the complete agreement between Cardno and Client with respect to the scope of services hereunder.

Project Name/Location: Naples Reserve – Water Use Permit (WUP No. 11-01836-W) – Compliance Monitoring Services – Naples, FL

Fee Type: Monthly Fee

Retainer: A retainer in the amount of \$0 will be paid to Cardno upon contract execution and prior to the start of work. The retained amount will be credited on the final invoice(s) for services contracted under this Agreement.

Estimated Budget: \$300.00 lump sum monthly 1-1-2022 to 9-30-2022.

Scope of Services:

Provide Compliance Monitoring Services - Water Use Permit For Landscape Irrigation (WUP NO. 11-01836-W) Naples Reserve – Naples, FL.

- 1.1. Collect pumpage information monthly from all withdrawal facilities, and adjust well timers accordingly.
- 1.2. Collect water quality samples monthly from the supply lakes to be analyzed for chloride levels in mg/l.
- 1.3. Compile and submit quarterly reports to the SFWMD, and Naples Reserve.

Special Conditions:

NOW, THEREFORE, Cardno shall perform the services outlined in this Agreement for the stated fee in accordance with these terms and conditions:

ARTICLE 1: ACCESS TO SITE (if applicable)

Upon execution of this Agreement, the Client represents that they have secured legal rights to access the property and authorizes Cardno staff to access the site for activities necessary for the performance of the services.

ARTICLE 2: PAYMENT

- a. Cardno will submit invoices to Client monthly for services provided during the previous month. Each invoice will identify the project name and cost of the services provided. Cardno's rates are subject to increase annually.
- b. Within thirty (30) days following Client's receipt of each invoice rendered by Cardno pursuant to this Agreement, Client will pay the amount invoiced. Retainers/deposits shall be credited on the final invoice if Client disputes any portion of an invoice; Client will notify Cardno in writing of such disputed items within 10 days of invoice date. In the event any invoice has not been paid in full within sixty (60) days of the invoice date, Cardno may immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- c. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable. Collection fees and any additional legal costs associated with the recovery of outstanding payments may also be applied

ARTICLE 3: INDEMNIFICATION

-Cardno ~~and Client~~ shall indemnify and hold harmless ~~each other~~ the Client from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct by ~~the other party~~ Cardno or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that ~~each party's~~ Cardno's aforesaid indemnity agreement shall not be applicable to any liability based upon willful misconduct or negligence of ~~the other party~~ Client. In no event shall either party be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon. For purposes of this Paragraph, the duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations. Where any claim results from the joint negligence, gross negligence or willful misconduct by Client and Cardno, the amount of such damage for which Client or Cardno is liable as indemnitor under this Paragraph shall equal the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence or willful misconduct bears to the amount of the total claim attributable to the joint negligence, gross negligence or willful misconduct at issue.

ARTICLE 4: LIMITATION OF LIABILITIES

Notwithstanding any other provision in this Agreement, the Client agrees to strictly limit Cardno's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to ~~the lesser of five times the fees paid to Cardno for the Services or the maximum of insurance provided; a maximum of \$1 million dollars.~~ No claim may be brought against Cardno in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Cardno and not against any of Cardno's employees, shareholders, officers or directors. Cardno's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and Cardno shall not be held responsible or liable whatsoever for any consequential damages, ~~injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.~~

ARTICLE 5: TERMINATION:

This Agreement will continue in effect until terminated by either party upon thirty (30) days written notice to the other party. In the event of any termination, Cardno shall be paid for all services rendered and reimbursables incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional costs reasonably related to termination of the project and a proportionate amount of the consideration hereunder commensurate with the portion of the project accomplished.

ARTICLE 6: FORCE MAJEURE

Any suspension, temporary or permanent, in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract:

labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophic events, or any other similar event beyond the reasonable control or contemplation of either party.

ARTICLE 7: ASSIGNMENT

Neither party to this Agreement shall, without the prior written consent, of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

ARTICLE 8: OWNERSHIP OF DOCUMENTS

All report documents produced by Cardno under this Agreement shall be made available to the Client upon receipt of full payment for services rendered. Cardno shall retain ownership of all field notes, computer files and project files used to produce the work products and may make copies of all work products.

ARTICLE 9: CONFIDENTIALITY

Cardno will maintain in confidence the nature of its Services, as well as all information made available to Cardno by Client during the term of this Agreement or resulting from Services performed by Cardno under this Agreement. The confidential obligation imposed on Cardno by Paragraph 9, however, will not extend to any such information insofar as, and from such time as Cardno may disclose (i) as required by law, (ii) pursuant to court order, (iii) to its subcontractors, agents or other representatives as may be reasonably necessary to perform its services hereunder (iv) for the purpose of prosecuting or defending any litigation, or (v) Cardno can show by reasonable proof has been in the public domain. Cardno agrees to use information intended to be kept confidential under this Paragraph 9 solely to provide its Services.

ARTICLE 10: NOTICES

Any notices or written statements hereunder shall be deemed to have been given when mailed by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at its address noted at the top of this Agreement or at such other latest address as it may designate in writing to the other party for this purpose.

ARTICLE 11: NON-SOLICITATION

Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this Agreement during the term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party.

ARTICLE 12: WAIVER

Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

ARTICLE 13: GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the place of the project.

ARTICLE 14: LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

ARTICLE 15: ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by Cardno's and the Client's respective representatives.

ARTICLE 16: E-VERIFY

Cardno shall comply with all applicable requirements of Section 448.095, Florida Statutes. Cardno shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If Cardno enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide Cardno with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Cardno shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)U, Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If Cardno has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Cardno shall terminate the contract with such person or entity. Further, if Owner has a good faith belief that a subcontractor of Cardno knowingly violated Section 448.095, Florida Statutes, but Cardno otherwise complied with its obligations hereunder, Client shall promptly notify the Cardno and upon said notification, Cardno shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, Client may immediately terminate this Agreement for cause if there is a good faith belief that Cardno knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by Client.

By entering into this Agreement, Client represents that no public employer has terminated a contract with Client under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. Client has materially relied on this representation in entering into this Agreement with Cardno.


ARTICLE 17: PUBLIC RECORDS


Cardno understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Cardno agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Cardno acknowledges that the designated public records custodian for the District is Daphne Gillyard ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Cardno shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Cardno does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Cardno's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Cardno, Cardno shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Cardno to comply with Section 119.0701, Florida Statutes may subject Cardno to penalties under Section 119.10, Florida Statutes. Further, in the event Cardno fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF CARDNO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CARDNO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DAPHNE GILLYARD, TELEPHONE: (561) 571-0010, EMAIL: GILLYARDD@WHHASSOCIATES.COM, AND MAILING ADDRESS: 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FL 33431.

Cardno, Inc.

Naples Reserve CDD c/o Wrathell, Hunt and Associates

By: 
Print Name: David P. Kelly, PG
Title: Practice Group Leader
Date: 10/13/2021

By: 
Print Name: Deborah Goodfrey
Title: Vice chair
Date: 12/2/2021

Client Invoicing Instructions:

Invoices should be sent via:

Email US Mail

Invoice are sent to the attention of:

Name: Naples Reserve Community Development
Address: c/o Wrathell Hunt and Assoc. District
2300 Glades Rd. Suite 410W Boca Raton
Phone: 561-571-0010 FL 33431
Email: NaplesReserveCDD@districtap.com

Invoices must reference:

Additional Instructions:

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

7A

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 25th
day of August, 2022, by and among NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT ("**District**") and NAPLES RESERVE
HOMEOWNERS ASSOCIATION, INC. ("**Association**"), and QUINTON W SAVELL AND
DONNA K SAVELL ("**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 14475 Stillwater
Way, Naples, Florida 34114, which real property is legally described as follows (the "**Owner's Property**"):

Lot 62, Block 7, Naples Reserve, Phase III, according to the plat thereof as recorded in Plat
Book 64, Pages 37 through 41, inclusive, 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 L21, Naples Reserve Circle, according to the plat thereof as recorded in Plat Book
64, Pages 1 through 6, 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 who 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.)

14475 Stillwater Way

ASSOCIATION:

**NAPLES RESERVE HOMEOWNERS
ASSOCIATION, INC.**

By: Heidi Delvin
Heidi Delvin, President

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of August, 2022, by Heidi Delvin, 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)

Julie K. Concannon
NOTARY PUBLIC
Name: Julie K. Concannon
(Type or Print)
My Commission Expires:



OWNER:

Quinton W. Savell
Quinton W Savell

Donna K. Savell
Donna K Savell

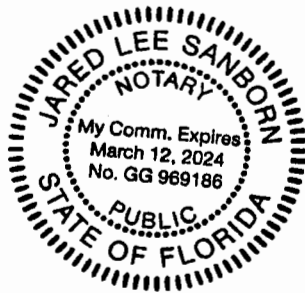
STATE OF FLORIDA

COUNTY OF COLLIER

ss.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of August, 2022, by Quinton W Savell and Donna K Savell, who are personally known to me or have produced Fl Drivers License as evidence of identification.

(SEAL)



Jared Lee Sanborn
NOTARY PUBLIC
Name: Jared Lee Sanborn
(Type or Print)
My Commission Expires: March 12 2024

SURVEY SKETCH OF ASBUILT SURVEY
SKETCH OF PROPOSED IMPROVEMENTS: PROPOSED FLOATING DOCK

COPYRIGHT 2021 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

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

STREET ADDRESS :

14475 STILLWATER WAY
 NAPLES, FLORIDA

CERTIFIED TO :

QUINTON V. SAVELL AND DONNA K. SAVELL

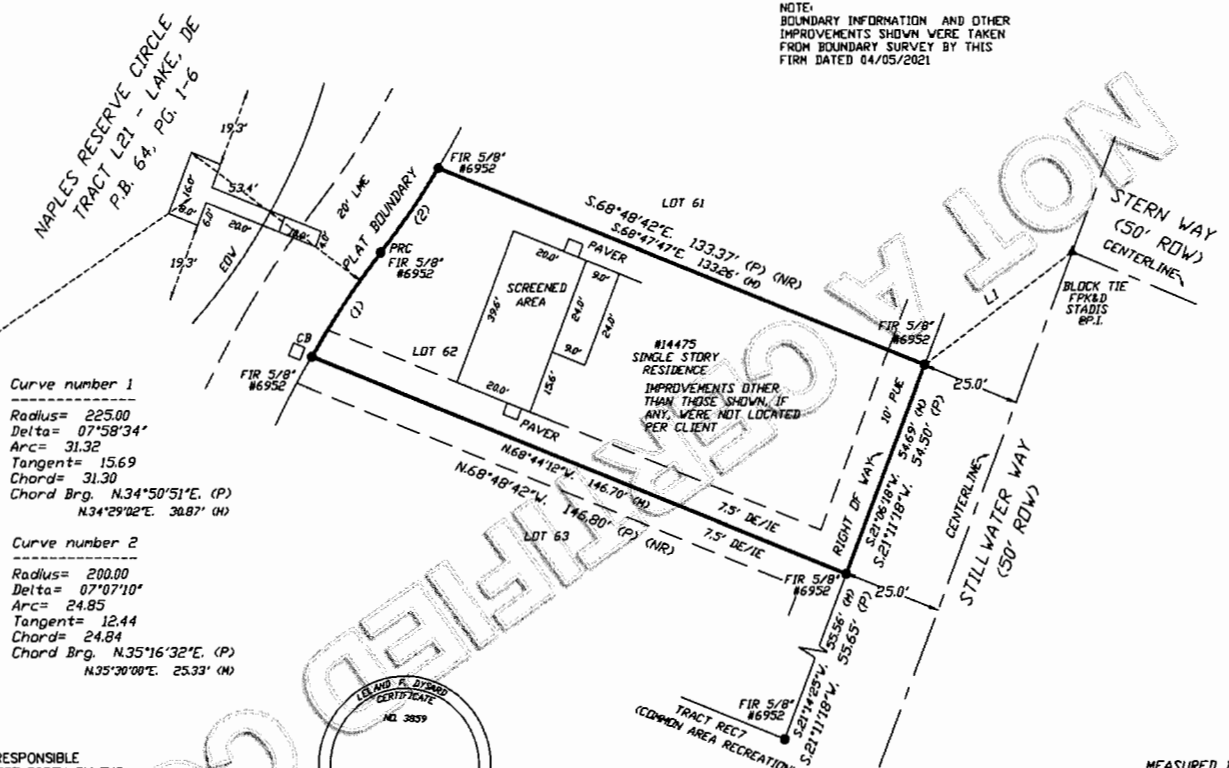
LEGAL DESCRIPTION :

LOT 62, BLOCK 7, NAPLES RESERVE, PHASE III, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 64, PAGES 37 THROUGH 41, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

NOTE:
 BOUNDARY INFORMATION AND OTHER IMPROVEMENTS SHOWN WERE TAKEN FROM BOUNDARY SURVEY BY THIS FIRM DATED 04/05/2021



SCALE: 1" = 30'



Curve number 1
 Radius= 225.00
 Delta= 07°58'34"
 Arc= 31.32
 Tangent= 15.69
 Chord= 31.30
 Chord Brg. N.34°50'51"E. (P)
 N.34°29'02"E. 30.87' (O)

Curve number 2
 Radius= 200.00
 Delta= 07°07'10"
 Arc= 24.85
 Tangent= 12.44
 Chord= 24.84
 Chord Brg. N.35°16'32"E. (P)
 N.35°30'00"E. 25.33' (O)

LINE TABLE

Line	Bearing	Distance
L1	N.53°28'45"E.	46.80' (P)
	N.53°39'32"E.	46.79' (O)

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: 04/05/2021

CLINTON W. FINSTAD, PE, CFM, PLS #2453 LELAND F. DYSARD, PLS #3859
 MARY E. FINSTAD, CFM, PSM #5901 RONALD W. WALLING, PSM #6473

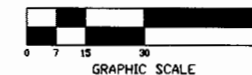
NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND EMBOSSED SEAL.
 NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
 FLORIDA STATUTE 5J-17.05 (3) (c): TWO SITE BENCHMARKS REQUIRED FOR CONSTRUCTION

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 HEAVIER ON OR OFF LINES. (APPROX. LOCATION ONLY)

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

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 WALKWAY CROSSING THE SWALE. PIPE INVERTS SHALL MATCH EXISTING GRADES.



F.L.A. SURVEYS CORP. PROFESSIONAL LAND SURVEYORS & MAPPERS--LB 6569		3884 PROGRESS AVE., SUITE 104 NAPLES, FL 34104 239-403-1600 FAX 403-8600 239-404-7129 239-580-2795 239-250-2792 239-825-8504 9220 BONITA BEACH ROAD, STE 200 BONITA SPRINGS, FL 34135	NOTE: IN COMPLIANCE WITH F.A.C. SJ-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.	QUALITY CONTROL BY: <u>MEF</u> DATE: <u>04/06/2021</u>	REVISIONS PROJECT NO: 22-85781-SPC
DRAWN BY:	SVJ	PARTY CHIEF:	MIKE		

Exhibit "A"

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

7B

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 25th
day of August, 2022, by and among NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT ("**District**") and NAPLES RESERVE
HOMEOWNERS ASSOCIATION, INC. ("**Association**"), and ROBERT A. BOTTALLA, AS
TRUSTEE OF THE ROBERT A. BOTTALLA REVOCABLE TRUST DATED JULY 31, 2009, AS
AMENDED AND RESTATED ("**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 14384 Neptune Avenue, Naples, Florida 34114, which real property is legally described as follows (the "**Owner's Property**"):

Lot 21, Block 8, Naples Reserve, Phase III, according to the plat thereof as recorded in Plat Book 64, Pages 37 through 41, inclusive, 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 L21, Naples Reserve Circle, according to the plat thereof as recorded in Plat Book 64, Pages 1 through 6, 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 who 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.)

14384 Neptune

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

DISTRICT:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

A. Harmon
Secretary / Assistant Secretary

By: Tom Marguardt
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 19th day of August, 2022, by Tom Marguardt, 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)

Julie Kate Concannon
NOTARY PUBLIC
Name: Julie Kate Concannon
(Type or Print)
My Commission Expires:



14384 Neptune

ASSOCIATION:

NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.

By: Heidi Delvin
Heidi Delvin, President

STATE OF FLORIDA)

COUNTY OF COLLIER) ss.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of August, 2022, by Heidi Delvin, 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)

Julie Kate Concannon
NOTARY PUBLIC
Name: Julie Kate Concannon
(Type or Print)
My Commission Expires:



OWNER:

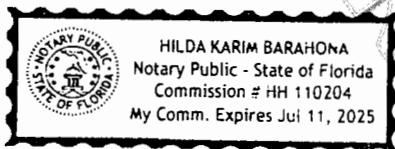
Robert A. Bottalla

Robert A. Bottalla, as Trustee of the Robert A. Bottalla Revocable Trust dated July 31, 2009, as amended and restated

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 12th day of August, 2022, by Robert A. Bottalla, as Trustee of the Robert A. Bottalla Revocable Trust dated July 31, 2009, as amended and restated, who is personally known to me or has produced FL Driver License as evidence of identification.

(SEAL)



H Barahona
NOTARY PUBLIC
Name: Hilda Karim Barahona
(Type or Print)
My Commission Expires: 07/11/2025

**SURVEY SKETCH OF ASBUILT SURVEY
SKETCH OF PROPOSED IMPROVEMENTS**

THE LINES ON THIS SKETCH DO NOT CONSTITUTE EVIDENCE
 COPYRIGHT 2020, F.L.A. SURVEYS CORP.
 PAGE 1 OF 3
 SEE REVERSE SIDE FOR PAGE 2 OF 3

STREET ADDRESS :
 14364 NEPTUNE AVE
 NAPLES, FLORIDA

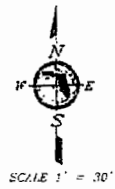


Exhibit "A"

PROPOSED FLOATING DOCK
 WHICH WILL NOT BE
 PLACED IN THE SWALE

IN THE EVENT THAT A WALKWAY TO THE DOCK IS BUILT CROSSING THE EXISTING SWALE, OWNER SHALL INSTALL AND MAINTAIN A 4" PVC PIPE UNDER THE WALKWAY CROSSING THE SWALE. PIPE INVERTS SHALL MATCH EXISTING GRADES.

CERTIFIED TO :
 ROBERT BOTTALLA

LEGAL DESCRIPTION :
 LOT 21, BLOCK 8, NAPLES RESERVE, PHASE 3,
 LOT 21 DIVISION ACCORDING TO THE MAP OR
 A SET THEREOF, RECORDED IN PLAT BOOK 64,
 PLATS 37, THROUGH 41 OF THE PUBLIC
 RECORDS OF COLLIER COUNTY, FLORIDA.
 REC:

QUALITY CONTROL
 BY : M DATE : 05/05/21

IF APPLICABLE, FENCES SHOWN MEASURED
 NOTE: OFF LINES (APPROX. LOCATION ONLY)

WITHOUT SURVEYOR'S SIGNATURE AND EMBOSSED SEAL
 NOT VOUCHERIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
 NOT A STATUTE 54-17.05 (3) (c); TWO SITE BENCHMARKS REQUIRED FOR CONSTRUCTION
 FLORIDA PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM LOCAL PERMITTING,
 NOTING AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION.
 PLANS

F.L.A. SURVEYS CORP.
 SIGNAL LAND SURVEYORS & MAPPERS-LB 6569
 3884 PROGRESS AVE., SUITE 100
 NAPLES, FL 34104
 239-403-1600 FAX 403-8500
 239-404-7123 239-272-2328
 239-250-2792 239-825-9304
 9220 BONITA BEACH ROAD, STE 200
 BONITA SPRINGS, FL 34135

NOTE:
 IN COMPLIANCE WITH F.A.C.
 5J-17.05 (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

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 478.027 FLORIDA STATUTES.

BY : *Leland F. Dysard* SURVEY DATE : 05/05/21
 CLINTON W. FINSTAD, PE, CFM, PLS #2453 LELAND F. DYSARD, FLS #28859
 MARY E. FINSTAD, CFM, PSM #5901

REVISIONS
 PROJECT NO.
 22-85323-SPC

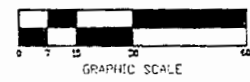
LINE TABLE

Line	Bearing	Distance
L1	S 01° 04' 57" E	27.34' (PKG)
	S 01° 09' 57" E	37.34' (C)
L2	N 01° 39' 57" W	37.34' (PKG)
	N 01° 33' 57" W	37.32' (C)

Curve number 1
 Radius = 75.00'
 Delta = 23° 43' 58"
 Arc = 31.97'
 Tangent = 15.76'
 Chord = 30.84'
 Chord Brg = S 10° 12' 02" W (P)
 S 10° 12' 02" E, 31.95' (C)
 N 10° 12' 01" E (G)

Curve number 2
 Radius = 205.00'
 Delta = 29° 43' 58"
 Arc = 84.91'
 Tangent = 42.07'
 Chord = 84.31'
 Chord Brg = N 10° 12' 02" E (P)
 N 10° 12' 03" E, 84.29' (C)
 N 10° 12' 01" E (G)

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



**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

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

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

	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Capital Projects Fund Series 2018	Total Governmental Funds
ASSETS					
Cash	\$ 289,780	\$ -	\$ -	\$ -	\$ 289,780
Investments					
Reserve	-	519,031	280,033	-	799,064
Revenue	-	412,257	398,132	-	810,389
Prepayment	-	28,407	633	-	29,040
Due from FineMark	21,050	-	-	-	21,050
Due from general fund	-	2	2	-	4
Prepaid expense	705	-	-	-	705
Undeposited funds	1,278	-	-	-	1,278
Total assets	<u>\$ 312,813</u>	<u>\$ 959,697</u>	<u>\$ 678,800</u>	<u>\$ -</u>	<u>\$ 1,951,310</u>
LIABILITIES					
Liabilities:					
Accounts payable	\$ 3,647	\$ -	\$ -	\$ -	\$ 3,647
Due to debt service fund - seires 2014	2	-	-	-	2
Due to debt service fund - series 2018	2	-	-	-	2
Developer advance	1,500	-	-	-	1,500
Total liabilities	<u>5,151</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,151</u>
FUND BALANCES:					
Restricted for					
Debt service	-	959,697	678,800	-	1,638,497
Assigned					
3 months working capital	79,564	-	-	-	79,564
Lake bank remediation	150,000	-	-	-	150,000
Unassigned	78,098	-	-	-	78,098
Total fund balances	<u>307,662</u>	<u>959,697</u>	<u>678,800</u>	<u>-</u>	<u>1,946,159</u>
Total liabilities and fund balances	<u>\$ 312,813</u>	<u>\$ 959,697</u>	<u>\$ 678,800</u>	<u>\$ -</u>	<u>\$ 1,951,310</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$464,045	\$462,830	100%
Miscellaneous income	959	2,556	-	N/A
Total revenues	<u>959</u>	<u>466,601</u>	<u>462,830</u>	101%
EXPENDITURES				
Administrative				
Engineering	1,565	20,934	25,000	84%
Engineering - stormwater reporting	237	871	-	N/A
Audit	-	7,200	7,200	100%
Legal	4,295	18,671	15,000	124%
Legal bond counsel	-	800	-	N/A
Management, accounting, recording	4,080	44,880	48,960	92%
Debt service fund accounting	458	5,042	5,500	92%
Postage	142	441	500	88%
Insurance	-	6,405	6,808	94%
Trustee	-	4,760	4,800	99%
Trustee - second bond series	-	4,031	5,500	73%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	1,833	2,000	92%
Telephone	4	46	50	92%
Printing & binding	29	321	350	92%
Legal advertising	658	1,764	1,200	147%
Annual district filing fee	-	175	175	100%
Contingencies	955	955	2,500	38%
Website	-	705	705	100%
ADA website compliance	210	210	210	100%
Property appraiser	-	2,924	7,232	40%
Tax collector	-	9,281	9,642	96%
Total administration expenses	<u>12,800</u>	<u>132,249</u>	<u>144,832</u>	91%
Field Operations				
Operations management	833	833	-	N/A
Drainage / catch basin maintenance	-	-	3,000	0%
Other repairs and maintenance	-	25,661	75,000	34%
Lake maintenance / water quality	4,952	47,622	75,000	63%
Total field operations expenses	<u>5,785</u>	<u>74,116</u>	<u>153,000</u>	48%
Total expenditures	<u>18,585</u>	<u>206,365</u>	<u>297,832</u>	69%
Excess (deficiency) of revenues over/(under) expenditures	(17,626)	260,236	164,998	
Fund balance - beginning	325,288	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	78,098	78,098	6,569	
Fund balance - ending	<u>\$307,662</u>	<u>\$307,662</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 AUGUST 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll	\$ -	\$ 540,830	\$ 539,300	100%
Assessment prepayment	-	28,382	-	N/A
Interest	28	65	-	N/A
Total revenues	<u>28</u>	<u>569,277</u>	<u>539,300</u>	106%
EXPENDITURES				
Debt service				
Principal	-	140,000	140,000	100%
Principal prepayments	-	5,000	-	N/A
Interest	-	371,797	371,938	100%
Total debt service	<u>-</u>	<u>516,797</u>	<u>511,938</u>	101%
Other fees and charges				
Tax collector	-	10,817	11,235	96%
Property appraiser	-	3,407	8,427	40%
Total other fees and charges	<u>-</u>	<u>14,224</u>	<u>19,662</u>	72%
Total expenditures	<u>-</u>	<u>531,021</u>	<u>531,600</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	28	38,256	7,700	
Fund balances - beginning	<u>959,669</u>	<u>921,441</u>	<u>851,036</u>	
Fund balances - ending	<u>\$ 959,697</u>	<u>\$ 959,697</u>	<u>\$858,736</u>	

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 581,603	\$ 580,060	100%
Interest	476	897	-	N/A
Total revenues	<u>476</u>	<u>582,500</u>	<u>580,060</u>	100%
EXPENDITURES				
Debt service				
Principal	-	150,000	150,000	100%
Principal prepayments	-	15,000	10,000	150%
Interest	-	407,003	407,003	100%
Total debt service	<u>-</u>	<u>572,003</u>	<u>567,003</u>	101%
Other fees and charges				
Property appraiser	-	3,664	9,063	40%
Tax collector	-	11,633	12,085	96%
Total other fees and charges	<u>-</u>	<u>15,297</u>	<u>21,148</u>	72%
Total expenditures	<u>-</u>	<u>587,300</u>	<u>588,151</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	476	(4,800)	(8,091)	
OTHER FINANCING SOURCES/(USES)				
Transfers in	-	148	-	N/A
Total other financing sources	<u>-</u>	<u>148</u>	<u>-</u>	N/A
Net change in fund balances	476	(4,652)	(8,091)	
Fund balances - beginning	678,324	683,452	687,603	
Fund balances - ending	<u>\$678,800</u>	<u>\$678,800</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 AUGUST 31, 2022**

	Current Month	Year to Date
REVENUES	\$ -	\$ -
Total revenues	-	-
EXPENDITURES		
Total expenditures	-	-
OTHER FINANCING SOURCES/(USES)		
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**

MINUTES

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 September 1, 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:

Deborah Lee Godfrey	Vice Chair
Anna Harmon	Assistant Secretary
Charlene Hill	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)
Shane Willis	Operations Manager
Meagan Magaldi	District Counsel
Terry Cole	District Engineer
Gary Butler	Florida Lifestyle Homes
Lisa Wild	Resident/Design Review Committee

Residents present, were:

Claudie Woods	Samantha Almy	Sean Almy
Michael Harmon	Clement Soffer	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 10:31 a.m. Supervisors Godfrey, Harmon and Hill were present in person. Supervisors Marquardt and Inez were not present.

SECOND ORDER OF BUSINESS

Public Comments

Ms. Sanchez explained the protocols for public comments, and noted that the Board and Staff are not required to respond to any questions or comments during the meeting.

Ms. Sanchez stated Mr. Gary Butler, of Florida Lifestyle Homes (FLH), is present and would like to speak about an item in the Fifth Order of Business. She asked if the Board prefers to hear from Mr. Butler now or during the Fifth Order of Business.

43 Ms. Cerbone recalled that, at the previous meeting, there were four encroachment
44 requests that were denied and one affected party is present. She previously conferred with the
45 individual and is unsure of the type of conversation that will result from this but wanted to
46 make the Board aware of it. Further, three of the four affected property owners contacted
47 Management and/or District Counsel's office, via the builder or builder's attorney, and, even
48 though those decisions were made at the last meeting, there could be more information
49 through public comments or Staff updates.

50 Resident Samantha Almy stated she and her husband want to understand the reason for
51 the denial and their options for a suitable resolution. Their plans were approved by the County
52 and, had she and Mr. Almy been aware of the encroachment, they would have had the home
53 built further towards the road; however, now that the construction is complete, nothing can be
54 done. This severely impacts their ability to install a pool, based on the other properties in the
55 area, and impacts their property value.

56 Mr. Cole stated the builder and the County, who permitted this, missed the fact that
57 there is definitely a 10' lake maintenance easement on the rear of these lots. In his opinion, as
58 an Engineer, the plat clearly states it is a 20' lake maintenance and irrigation easement that
59 straddles property lines; 10' within the lake tract and 10' in the lot. This is not the usual case;
60 most of the time the 20' lake maintenance easement is in the lake tract, specifically to avoid
61 these types of problems but, nevertheless, this plat had the straddle situation, and the builder
62 and the County missed the fact that there was a 10' lake maintenance easement in the lot.

63 The Board and Staff discussed the property, encroachment, the builder and the County.

64 Ms. Cerbone stated the denial is still in place but, if new facts are presented or ancillary
65 items that could sway the Board are submitted, Staff will bring those items to the Board at the
66 next meeting. Staff will continue communicating with all parties involved.

67 Mr. Almy stated he wished to give the Board a human perspective as to how this is
68 affecting his family and pointed out that, because of these issues, the pool cannot be
69 constructed and the property value has declined. Ms. Almy stated it seems reasonable that
70 something could be done to allow for 5' of additional space to complete the pool project.

71 Ms. Cerbone stated staff is participating in ongoing conversations and anticipates that
72 all four items will be on the next agenda if additional information has been obtained.

73 ▪ **Continued Discussion/Consideration of Encroachment [14361 Charthouse Circle, Lot**
74 **53]**

75 This item, previously the Fifth Order of Business, was presented out of order.

- 76 A. Collier County Government Corrections Letter [1st Single Family]
- 77 B. Collier County Government Corrections Letter [2nd Single Family]
- 78 C. New Build Plans
- 79 D. Pool Application Approval
- 80 E. Propane Tank Plans
- 81 F. Easement Vacation Sketch
- 82 G. Boundary Spot Survey (Approved)

83 These items were included for informational purposes.

84 Ms. Sanchez stated this item was tabled at the last meeting as the Board wanted to
85 have a representative from FLH present, in person. She asked Mr. Butler to explain his request
86 and what the process is. No additional documents have been added since the previous meeting.

87 Ms. Cerbone stated she conferred with Mr. Butler and she believes there are additional
88 steps and documents that could be required that are not in the agenda. She would appreciate it
89 if Mr. Butler addressed those “maybe” documents and requirements as well.

90 Mr. Butler asked the Board to vacate 11” of the a 15’ drainage easement that this house
91 is encroaching on. He pointed out that the purpose of the drainage easement is to maintain a
92 pipe, which must be maintained once every 100 years. He stated the house was built without
93 the County catching the encroachment on the easement but they caught the encroachment for
94 the pool request. In order to build the pool in that easement, a portion of the easement needs
95 to be vacated.

96 Asked if he is requesting that the CDD provide a Letter of No Objection (LONO) vacating
97 the easement by 11”, Mr. Butler replied yes. Ms. Cerbone stated the County did not catch the
98 encroachment the first few times with the construction of the home but caught it when the
99 pool permit was being pulled. Mr. Cole concurred with vacating approximately 11” of the
100 easement and recommended Board approval of the LONO.

101 Discussion ensued regarding vacating the easement, drainage pipe maintenance, a
102 generator, spot surveys conducted by the County, Lot 77 and four other encroachments and a
103 similar issue in another CDD.

104 Ms. Cerbone recapped that Mr. Butler provided information regarding his request to
105 vacate the easement and Mr. Cole demonstrated with a visual what that would entail and
106 concurred with vacating the easement.

107 Ms. Godfrey voiced her concerns about CDD liability for any damages and replacements.
 108 Ms. Cerbone stated the partial vacation of the easement will be for a portion of the
 109 house structure and a portion of the pool.

110

111 **On MOTION by Ms. Hill and seconded by Ms. Godfrey, with all in favor,**
 112 **authorizing District Counsel to draft a LONO, vacating 11” of the CDD**
 113 **easement, authorizing the District Manager to execute and transmitting copies**
 114 **to all interested parties, was approved.**

115

116

117 **THIRD ORDER OF BUSINESS**

Action Items Updates

118

119 Ms. Sanchez recalled the Board’s request for every agenda to have Action Items.

120 **A. Chair**

121 **I. Matters Relating to the Littoral Shelf**

122 There was no update.

123 **II. Message to Residents**

124 An email was sent to all residents last Friday. The letter was sent to the HOA for review
 125 prior to distribution.

126 **III. Link Sent to Residents Regarding Collier County Site**

127 No link was sent; it was decided that this item would be omitted from the letter.

128 Ms. Cerbone stated the link was omitted from the letter because it would be best for
 129 the Board to turn to the City, County, State or another party that might be familiar with setting
 130 up a link to the County website. There would be no issue if it was the CDD’s website but, for
 131 any other websites, Staff must defer to another party.

132 **B. Supervisor Hill**

133 **• Project Taking Full Inventory of Existing Structures and Landscaping**

134 Ms. Hill reported the following:

135 ➤ She conferred with Mr. Willis after the last meeting regarding a walk-through of the
 136 community.

137 ➤ The plan is to inspect a few neighborhoods with Mr. Willis on September 13, 2022 for
 138 the side drainage easements only.

139 ➤ A final report will be presented at the November meeting.

140 ➤ The goal is to take photographs of all issues and classify them as randomly as possible,
141 so that there is no need to re-inspect and photograph the property again.

142 ➤ The lake bank setbacks will be inspected in the dry season, once water levels recede.

143 ➤ After the inspection, Ms. Hill and Mr. Willis will make a recommendation as to what to
144 do with the information.

145 Asked about the photographs behind Tab 3B, Ms. Hill stated it would be best to ask Ms.
146 Lisa Wild, as she submitted them from the Design Review Committee (DRC).

147 Referencing photographs, Ms. Wild stated she inspected a home to view plantings and,
148 upon inspection, it was discovered that the pool cage is on a 10’ interior lake easement and the
149 homeowner planted trees and bushes approximately 6’ into the lake easement. There is
150 another row of trees planted by the neighbor. If the application had come to the DRC, it would
151 have been denied. The homeowner plans to submit an application, after the fact.

152 Ms. Hill stated it has come to the CDD’s attention that there are multiple similar
153 problems; the difference being that the HOA recently formed subcommittees to handle such
154 issues. She asked if the Board should wait for a fall inspection of the entire community and
155 decide on this matter then or table it until the new application is submitted by the homeowner
156 and then make a decision.

157 Discussion ensued regarding the DRC application process, denying the application,
158 handing obstructions, directing Mr. Willis to inspect certain properties, removal of the plantings
159 and making sure the CDD is not liable for any damage that occurs because of maintenance.

160 Ms. Cerbone stated no action is required; the Board is still at the fact-finding stage. Mr.
161 Willis stated he will categorize the information regarding obstructions and, once everything is
162 categorized, the CDD can set its policy based on the information.

163 Ms. Sanchez stated that the HOA sent the photographs behind Tab 3B to the Board
164 Chair and Staff included them in the agenda since they were in line with the Action Items.

165 This item will remain on the agenda until the November meeting and Ms. Hill can
166 provide any applicable updates.

167

168 **FOURTH ORDER OF BUSINESS**

Service Provider Reports

169

170 **A. Cardno**

171 There was no report.

172 **B. SOLitude Lake Management, LLC: 07.01.22 – 07/31/22**

173 Mr. Willis presented the July 2022 SOLitude Report.

174 Ms. Harmon stated a few neighbors reported that the water behind their homes has an
175 unpleasant odor and asked Mr. Willis to check the water quality. Ms. Harmon would provide
176 the addresses of the homes in question.

177 **C. Napier Sprinkler, Inc.**

178 There was no report.

179

180 **FIFTH ORDER OF BUSINESS** **Continued Discussion/Consideration of**
181 **Encroachment [14361 Charthouse Circle,**
182 **Lot 53]**
183

184 This item was addressed following the Second Order of Business.

185

186 **SIXTH ORDER OF BUSINESS** **Discussion: Encroachment [14293**
187 **Charthouse Circle]**

188 This item was tabled to the next meeting.

189

190 **SEVENTH ORDER OF BUSINESS** **Ratification of Generator Encroachment**
191 **Agreement [14531 Stillwater Way]**
192

193 Ms. Sanchez presented the Generator Encroachment Agreement between the CDD and
194 the 14531 Stillwater Way property owner that was executed by the Chair and Vice Chair.

195

196 **On MOTION by Ms. Godfrey and seconded by Ms. Harmon, with all in favor,**
197 **the Generator Encroachment Agreement for 14531 Stillwater Way, was**
198 **ratified.**

199

200

201 **EIGHTH ORDER OF BUSINESS** **Discussion/Consideration of Termination**
202 **of Oversight Agreement with HOA**
203

204 Ms. Sanchez stated, given that Mr. Willis has been engaged as the CDD’s Operations
205 Manager, there is no longer a need to utilize the HOA’s oversight services.

206

207 **On MOTION by Ms. Godfrey and seconded by Ms. Hill, with all in favor,**
208 **termination of the Oversight Agreement with the HOA, was approved.**

209

210 NINTH ORDER OF BUSINESS

Discussion: Project Management
Report/To Do List

211
212

213 Ms. Sanchez reviewed the following To-Do List items:

214 ➤ Supervisor Hill’s item, Taking Full Inventory of Existing Structures and Landscaping, is
215 ongoing and will be included on the next agenda.

216 ➤ Mr. Marquardt’s item, Matters Relating to the Littoral Shelf, will be carried over to the
217 next agenda.

218 ➤ Mr. Willis will check the water quality at the two addresses provided by Ms. Harmon.

219 ➤ Ms. Harmon will give an update on the attempts to move the noisy aerator in the lake.

220

221 TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of July 31, 2022

222
223

224 Ms. Sanchez presented the Unaudited Financial Statements as of July 31, 2022.

225

On MOTION by Ms. Godfrey and seconded by Ms. Harmon, with all in favor, the Unaudited Financial Statements as of July 31, 2022, were accepted.

226
227
228
229

230 ELEVENTH ORDER OF BUSINESS

Approval of August 4, 2022 Public Hearing
and Regular Meeting Minutes

231
232

233 Ms. Sanchez presented the August 4, 2022 Public Hearing and Regular Meeting Minutes.

234

On MOTION by Ms. Godfrey and seconded by Ms. Hill, with all in favor, the August 4, 2022 Public Hearing and Regular Meeting Minutes, as presented, were approved.

235
236
237
238
239

240 TWELFTH ORDER OF BUSINESS

Other Business

241

242 Ms. Harmon stated a Wynwood resident complained that the aerator is making a lot of
243 noise. It is currently only running at night. The aerator is also close to the lake, which she felt is
244 not healthy for residents and must be moved. It could be moved to a section of HOA property
245 at a cost of \$5,000 to \$7,000; efforts are being made to obtain another quote. Ms. Harmon
246 asked for the Board’s approval to move the aerator to a safer place, if a lower quote is received,
247 subject to HOA approval.

248 The aerator, HOA property, a license agreement and relocation costs, were discussed.

249 Mr. Willis will compile additional information about relocation of the aerator and report
250 his findings at the next meeting.

251 Ms. Harmon asked Staff to determine if aerators are needed in other lakes. Mr. Willis
252 would contact SOLitude and schedule an inspection to test the water table.

253

254 **THIRTEENTH ORDER OF BUSINESS**

Staff Reports

255

256 **A. District Counsel: *Coleman, Yovanovich & Koester, P.A.***

257 There was no report.

258 **B. District Engineer: *Hole Montes, Inc.***

259 • **Drainage Easements and Lake Conveyance Maps**

260 Mr. Cole reported the following:

261 ➤ The water control structure that was deemed as non-compliant by the South Florida
262 Water Management District (SFWMD) was modified and certification is pending. Another
263 update would be given at a future meeting.

264 ➤ He will follow up on the homes that needed two catch basins cleaned.

265 ➤ He and Mr. Marquardt inspected a few areas with lake bank erosion issues. The
266 recommendation is to trim and/or cut all the grasses with a weed eater, which will enable them
267 to properly inspect the true condition of the lake banks.

268 The Board and Staff discussed which entity is responsible for maintenance, the
269 contractor and the HOA. Staff will investigate and give an update at a future meeting.

270 **C. Operations Manager: *Wrathell, Hunt and Associates, LLC***

271 • **Lingering Homeowner Issues**

272 The September Field Operations Status Report was included for informational purposes.

273 There was nothing further to report.

274 **D. District Manager: *Wrathell, Hunt and Associates, LLC***

275 Ms. Sanchez reported the following:

276 ➤ Staff drafted and distributed a red-lined version of an encroachment approval
277 procedure document.

278 ➤ She and Ms. Wild are working on simplifying the process for encroachment approval
279 requests. The goal is to create one process for all encroachments.

280 ➤ The HOA provided the red-lined version to Management.

281 • **NEXT MEETING DATE: October 6, 2022 at 10:30 AM**

282 ○ **QUORUM CHECK**

283 The next meeting would be held on October 6, 2022.

284

285 **FOURTEENTH ORDER OF BUSINESS**

Public Comments

286

287 Ms. Almy discussed the builders, HOA, KTS and the County and expressed her opinion
288 that no one is protecting the homeowners, which she feels is the CDD's obligation. She asked
289 the District Engineer to clarify a house setback survey.

290 Ms. Cerbone stated the Board decided that Staff will not comment on this item until the
291 next meeting. Ms. Magaldi stated it is not specifically a CDD issue.

292 Ms. Almy stated, if an additional 5' is needed to construct her pool, it would go into that
293 10' that is being used for an irrigation or sprinkler line that is 2.5". She asked if there is an
294 option to move the 2.5" sprinkler away to the 5' that would be encroached on by the pool.

295 Ms. Cerbone reiterated that there will be no answer to this question at this time; all
296 these matters will be addressed at the next meeting.

297 Mr. Almy stated that he and his wife would like to come to a resolution.

298 Ms. Hill stated that the Board is empathetic of the Almy's situation and the CDD is
299 working very hard with KTS and the attorneys on both sides to come up with a solution that will
300 satisfy all involved parties.

301 Resident Clement Soffer voiced his opinion that there should be a relationship between
302 the CDD and the County to better handle resident's issues.

303

304 **FIFTEENTH ORDER OF BUSINESS**

Supervisors' Requests

305

306 There were no Supervisor's requests.

307

308 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

309

310

311 **On MOTION by Ms. Hill and seconded by Ms. Harmon, with all in favor, the**
312 **meeting adjourned at 12:20 p.m.**

313

314

315

316

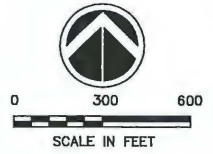
317

318 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
B



LAKE	AREA (Ac.)	LAKE LITTORAL AREA (Ac.)
1	5.5	
2	2.7	.46
3	4.6	.79
4	2.6	.23
5	2.6	.23
6	1.9	.16
7	4.1	.42
8	6.1	.53
9	3.5	.68
10	3.2	.74
11	9.1	1.28
12	7.5	
13	8.8	.54
14	9.2	
15	7.5	
16	3.5	
17	6.7	
18	4.0	
19	7.0	
20	3.2	.35
21	61.1	5.00
24	50.0	
TOTAL	214.4	11.41

- NOTES:**
- ALL LAKES, STORMWATER MANAGEMENT PIPING AND PRESERVE SHALL BE MAINTAINED BY THE NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.
 - THE DEVELOPMENT IS ZONED 'RPUD'.

- LEGEND**
- L21 - NRC = LAKE # PER PLAT
(LAKE 21) = (ORIGINAL LAKE #)
- COMMUNITY DEVELOPMENT DISTRICT LANDS
 - LAKE TRACTS CONVEYED TO CDD
 - PRESERVE TRACTS MAINTAINED BY HOA
 - DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD
 - LAKE LITTORAL AREA

14:30:33 2/21/2013 10:58:54 AM C:\Users\jw\Documents\Projects\2013\2013-03-04_CDD_PRESERVE TO HOA\2013_03_04_CDD_PRESERVE TO HOA.dwg, 10:58:54 AM, 2/21/2013 - 10:58:54 AM, Printed by: jw

LETTER	REVISIONS	DATE
△	ADDED WCS's & WQS's	5/22

NAPLES RESERVE

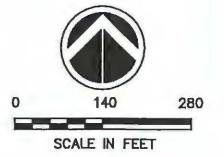
DESIGNED BY	W.W.B.	DATE	2/21
DRAWN BY	W.W.B.	DATE	2/21
CHECKED BY	W.T.C.	DATE	2/21
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=300'



950 Encore Way
 Naples, FL. 34110
 Phone: (239) 254-2000
 Florida Certificate of
 Authorization No. 1772

**CDD DRAINAGE EASEMENTS
and LAKE CONVEYANCE MAPS**

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:	REFERENCE NO.	DRAWING NO.
DATE _____	SEE PLOTSTAMP	5008-1
	PROJECT NO.	SHEET NO.
	2013.030	1 OF 5



LEGEND

L21 - NRC = LAKE # PER PLAT
(LAKE 21) = (ORIGINAL LAKE #)

- COMMUNITY DEVELOPMENT DISTRICT LANDS
- LAKE TRACTS CONVEYED TO CDD
- PRESERVE TRACTS MAINTAINED BY HOA
- DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD
- LAKE LITTORAL AREA

PLAT	REFERENCE
C.H.I	CORAL HARBOR PHASE I
C.P.& B.I.	CRANE POINT & BIMINI ISLE
N.R.C.	NAPLES RESERVE CIRCLE
N.R.I.C.	NAPLES RESERVE ISLAND CLUB
N.R.I	NAPLES RESERVE PHASE I
N.R.II	NAPLES RESERVE PHASE II
N.R.III	NAPLES RESERVE PHASE III
P.C.	PARROT CAY
S.C.	SUTTON CAY

NOTES:

- ALL LAKES, STORMWATER MANAGEMENT PIPING AND PRESERVE SHALL BE MAINTAINED BY THE NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.
- THE DEVELOPMENT IS ZONED 'RPUD'.



MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 4

18_V:\proj\20130303\20130303_04_CDD_Plan\20130303_04_CDD_Plan.dwg, 10:58am, 5/22/22 - 10:58am, Printed by: jeh

LETTER	REVISIONS	DATE
△	ADDED WCS's & WQS's	5/22

NAPLES RESERVE

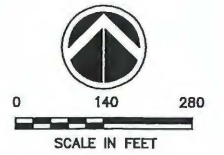
DESIGNED BY	W.W.B.	DATE	2/21
DRAWN BY	W.W.B.	DATE	2/21
CHECKED BY	W.T.C.	DATE	2/21
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=140'



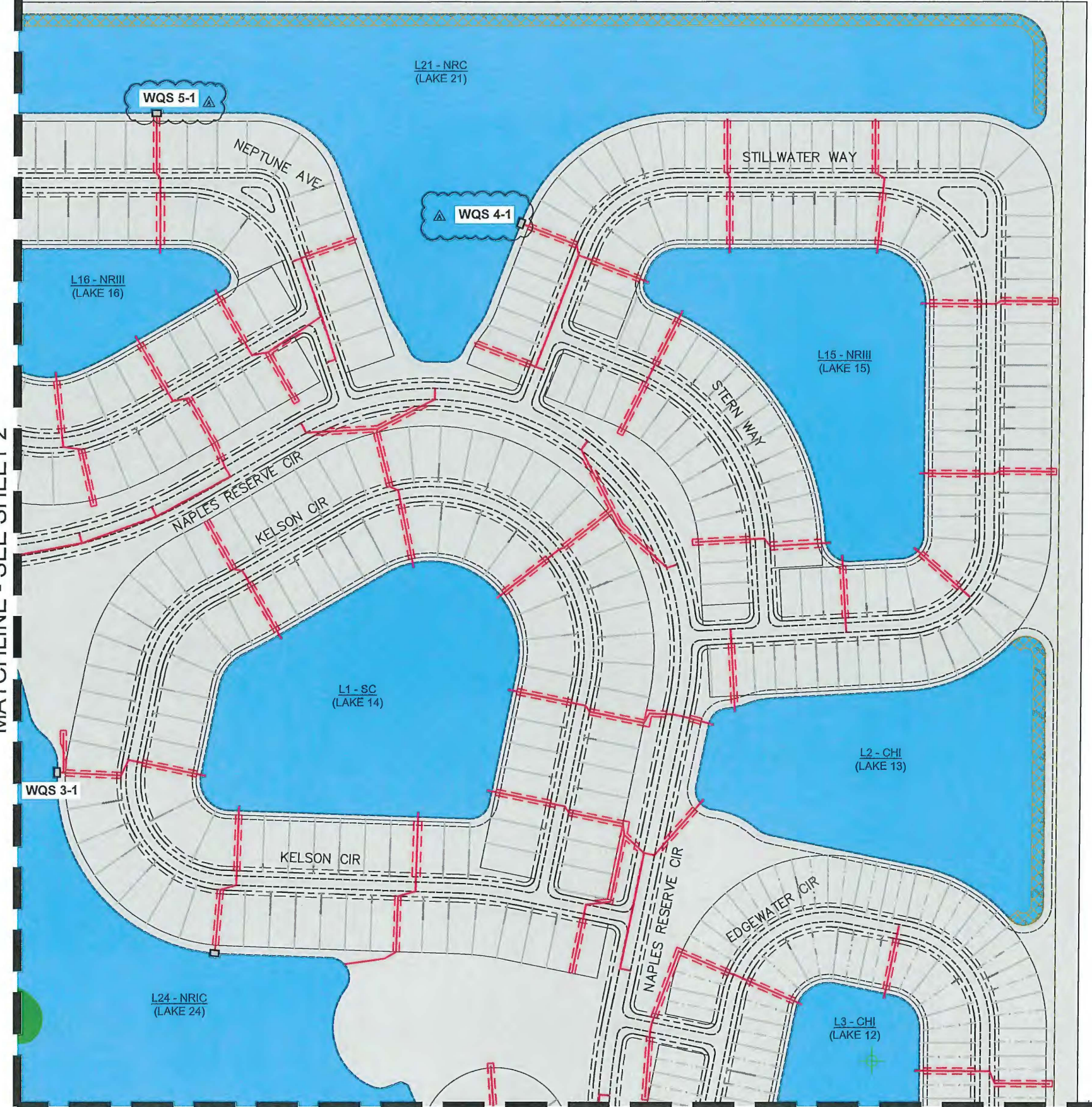
950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

**CDD DRAINAGE EASEMENTS
and LAKE CONVEYANCE MAPS**

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:	REFERENCE NO.	DRAWING NO.
DATE _____	SEE PLOTSTAMP	2005-02
	PROJECT NO.	SHEET NO.
	2013.030	2 OF 5



MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 5

LEGEND

L21 - NRC = LAKE # PER PLAT
(LAKE 21) = (ORIGINAL LAKE #)

- COMMUNITY DEVELOPMENT DISTRICT LANDS
- LAKE TRACTS CONVEYED TO CDD
- PRESERVE TRACTS MAINTAINED BY HOA
- DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD
- LAKE LITTORAL AREA

PLAT	REFERENCE
C.H.I	CORAL HARBOR PHASE I
C.P.& B.I.	CRANE POINT & BIMINI ISLE
N.R.C.	NAPLES RESERVE CIRCLE
N.R.I.C.	NAPLES RESERVE ISLAND CLUB
N.R.I	NAPLES RESERVE PHASE I
N.R.II	NAPLES RESERVE PHASE II
N.R.III	NAPLES RESERVE PHASE III
P.C.	PARROT CAY
S.C.	SUTTON CAY

NOTES:

1. ALL LAKES, STORMWATER MANAGEMENT PIPING AND PRESERVE SHALL BE MAINTAINED BY THE NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.
2. THE DEVELOPMENT IS ZONED 'RPUD'.

14: 2/21/2023 10:30:00 AM C:\Users\jw\OneDrive\Documents\2023-05-04_CDD_PRESERVE TO HOA\1930_Dm_ammended.dwg User: jw Date: 2023-05-04 10:30:00 AM Scale: 1"=140'

LETTER	REVISIONS	DATE
A	ADDED WCS's & WQS's	5/22

NAPLES RESERVE

DESIGNED BY W.W.B.	DATE 2/21
DRAWN BY W.W.B.	DATE 2/21
CHECKED BY W.T.C.	DATE 2/21
VERTICAL SCALE N/A	HORIZONTAL SCALE 1"=140'

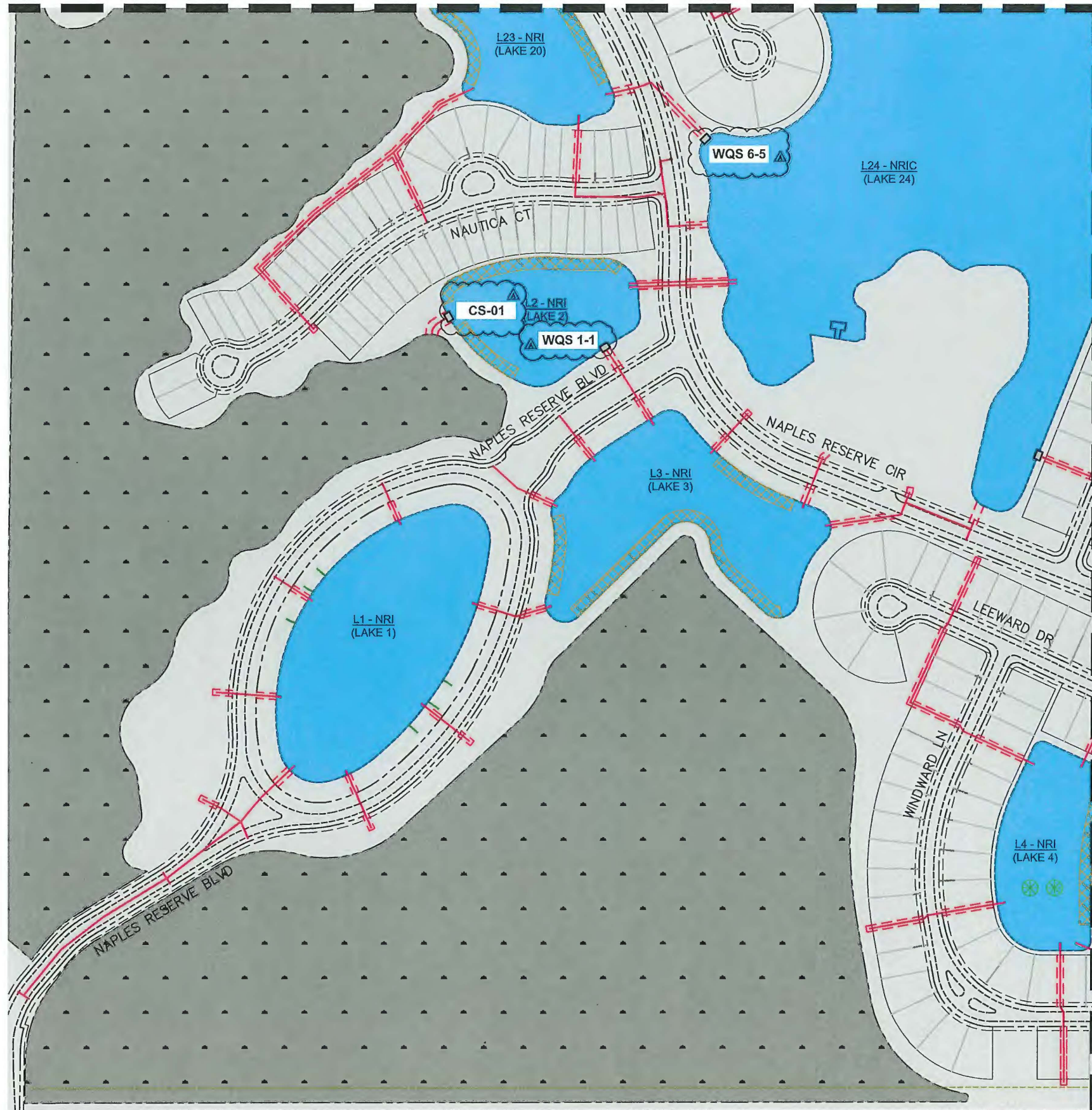
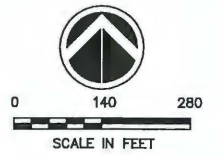


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and LAKE CONVEYANCE MAPS**

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:	REFERENCE NO. SEE PLOTSTAMP	DRAWING NO. 5008-3
DATE	PROJECT NO. 2013.030	SHEET NO. 3 OF 5

MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 5

LEGEND

L21 - NRC = LAKE # PER PLAT
(LAKE 21) = (ORIGINAL LAKE #)

- COMMUNITY DEVELOPMENT DISTRICT LANDS
- LAKE TRACTS CONVEYED TO CDD
- PRESERVE TRACTS MAINTAINED BY HOA
- DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD
- LAKE LITTORAL AREA

PLAT	REFERENCE
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C.P.& B.I.	CRANE POINT & BIMINI ISLE
N.R.C.	NAPLES RESERVE CIRCLE
N.R.I.C.	NAPLES RESERVE ISLAND CLUB
N.R.I	NAPLES RESERVE PHASE I
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H:\1013\1013030\1013030_04_CDD_PRESERVE TO HOA\1013030_04_CDD_PRESERVE TO HOA.dwg, 5/22/21 - 10:18am, Plotted by: hdb

LETTER	REVISIONS	DATE
△	ADDED WCS's & WQS's	5/22

NAPLES RESERVE

DESIGNED BY	W.W.B.	DATE	2/21
DRAWN BY	W.W.B.	DATE	2/21
CHECKED BY	W.T.C.	DATE	2/21
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=140'

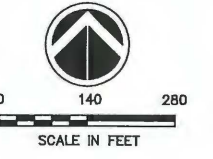


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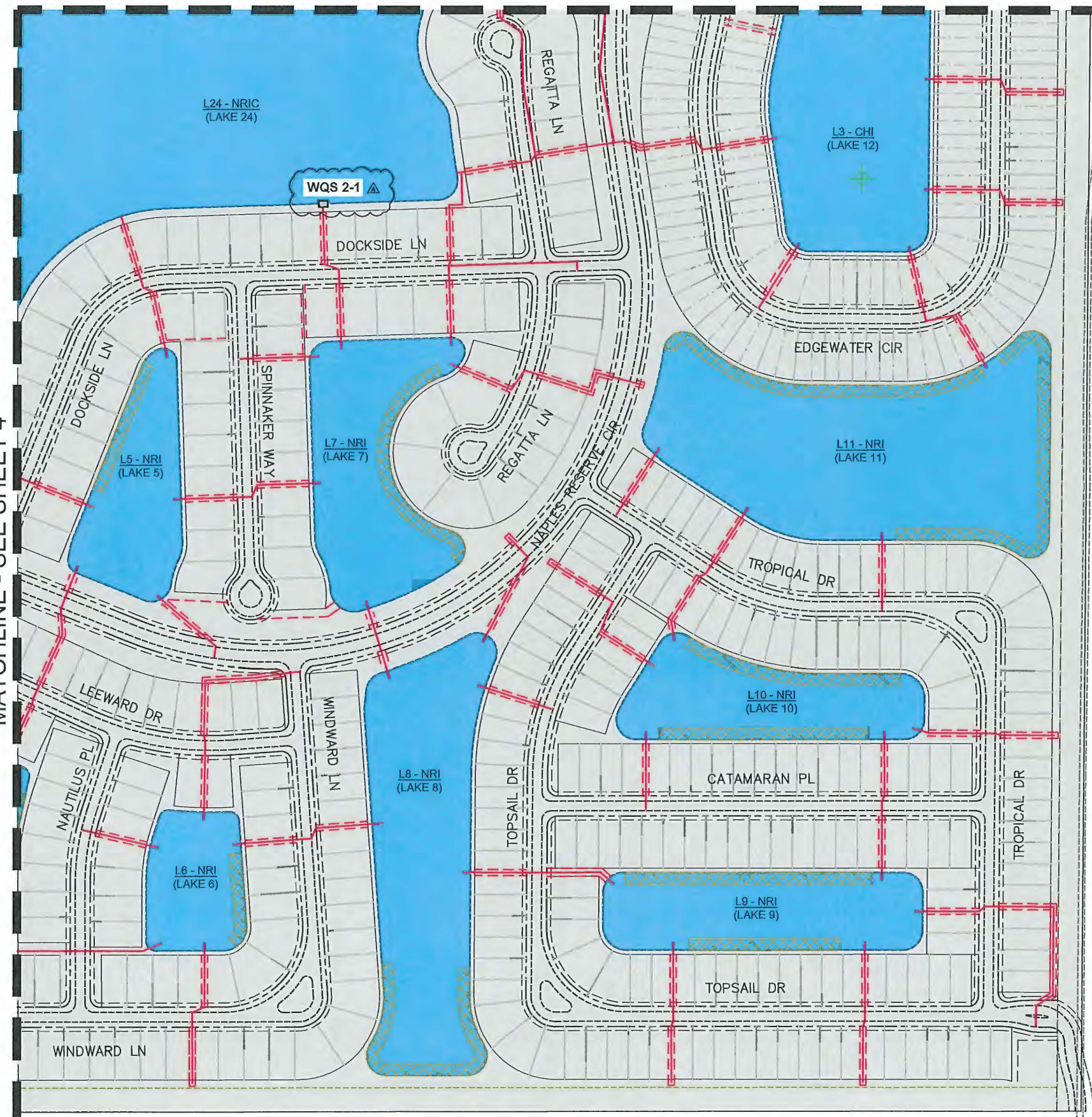
**CDD DRAINAGE EASEMENTS
and LAKE CONVEYANCE MAPS**

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:	REFERENCE NO.	DRAWING NO.
DATE: _____	SEE PLOTSTAMP	5008-04
	PROJECT NO.	SHEET NO.
	2013.030	4 OF 5

MATCHLINE - SEE SHEET 3



MATCHLINE - SEE SHEET 4



LEGEND

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14_V1913_001030_DWG_Caddis\5008-05-04_CDD_PRESERVE TO HOA\5008_05_04_CDD_PRESERVE TO HOA.dwg 2022 - 10:18am Plotted by: info

LETTER	REVISIONS	DATE
△	ADDED WCS's & WQS's	5/22

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VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=140'



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DATE _____	SEE PLOTSTAMP	5008-5
	PROJECT NO.	SHEET NO.
	2013.030	5 OF 5

NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
C

NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
D

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 6, 2022	Regular Meeting	10:30 AM
December 1, 2022	Regular Meeting	10:30 AM
February 2, 2023	Regular Meeting	10:30 AM
March 2, 2023	Regular Meeting	10:30 AM
May 4, 2023	Regular Meeting	10:30 AM
June 1, 2023	Regular Meeting	10:30 AM
August 3, 2023	Regular Meeting	10:30 AM
September 7, 2023	Regular Meeting	10:30 AM