

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

**February 9, 2023**

**BOARD OF SUPERVISORS  
CONTINUED  
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**

February 2, 2023

Board of Supervisors  
Naples Reserve Community Development District

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

The Board of Supervisors of the Naples Reserve Community Development District will hold a Continued Regular Meeting on February 9, 2023 at 10:30 a.m., at the Island Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Chair's Opening Remarks
4. Discussion/Consideration of Lot Encroachment [Parrot Cay Lot 77]
5. Discussion/Consideration of Lot Encroachment [Parrot Cay Lot 70]
6. Other Business
7. Staff Reports
  - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
  - B. District Engineer: *Hole Montes, Inc.*
    - Update: Drainage Easements and Lake Conveyance Maps
  - C. Operations Manager: *Wrathell, Hunt and Associates, LLC*
    - Update: Lake #7 Maintenance and Mitigation
    - Update: Superior Waterway Services, Inc., Aeration Repair Service Agreement
  - D. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: March 2, 2023 at 10:30 AM

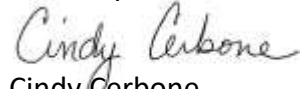
○ QUORUM CHECK

SEAT 1	CHARLENE HILL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	THOMAS MARQUARDT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	DEBORAH LEE GODFREY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	GREGORY INEZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ANNA HARMON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 8. Public Comments
- 9. Supervisors' Requests
- 10. 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

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

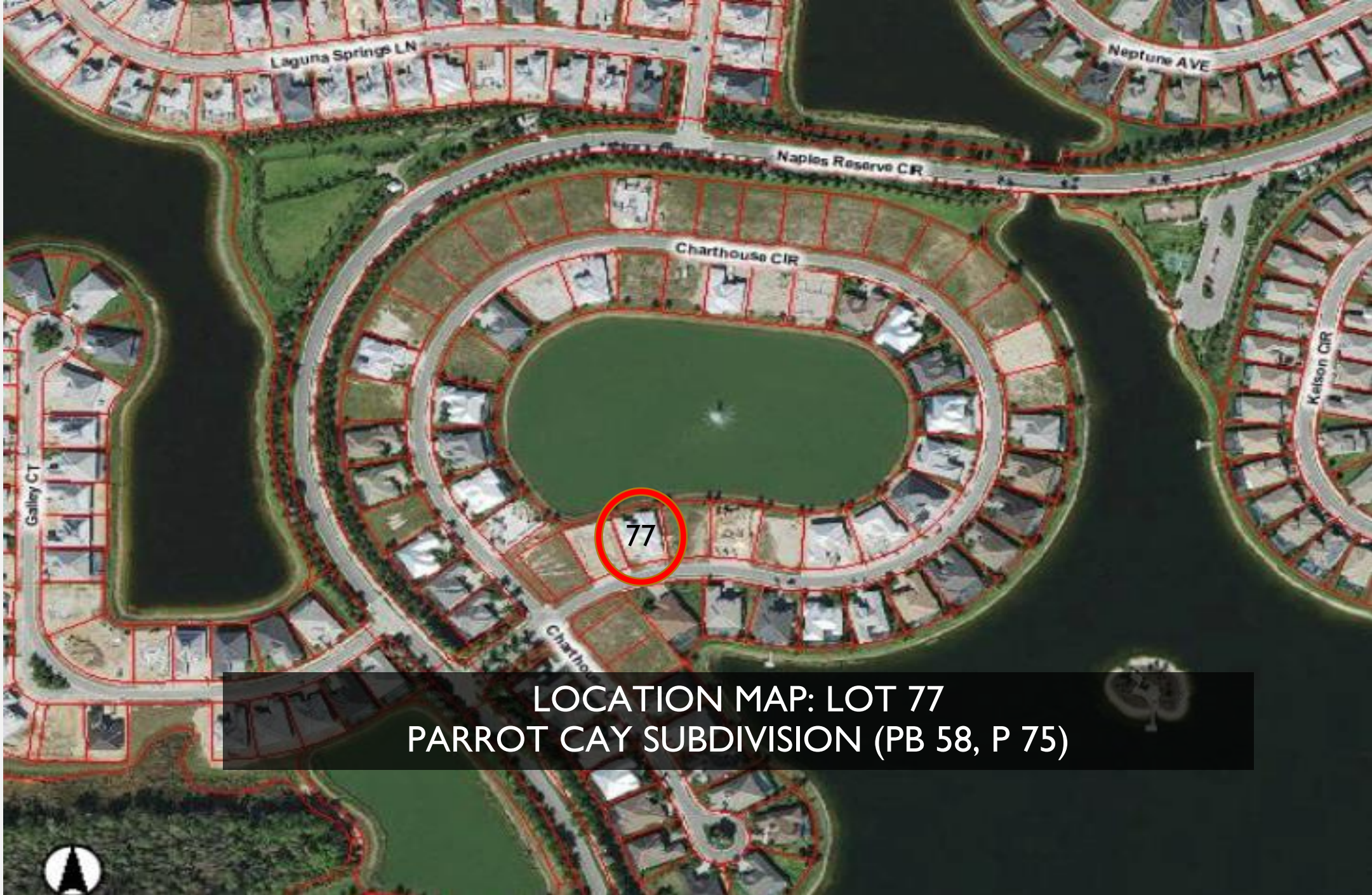
**PARTICIPANT PASSCODE: 131 733 0895**

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**4**

**NAPLES RESERVE  
EASEMENT ENCROACHMENT  
LOT 77**

Location, History & Current Status



LOCATION MAP: LOT 77  
PARROT CAY SUBDIVISION (PB 58, P 75)

# HISTORY & CURRENT STATUS

Permitting & construction, current status



## LOT 77

- **PRBD20210521859**: Permit issued for construction of house, enclosed lanai, and pool
  - **STATUS**: Entire house is built, and the permit is in “Inspections commenced” status
- **PRSPL20220944463**: Permit for construction of pool and spa
  - **STATUS**: Rejected

**PROPOSED EASEMENT  
VACATION/EASEMENT USE AGREEMENT**

## COLLIER COUNTY

- Prior to submitting an application for a use agreement, we have been working with the County.
- County has requested the CDD's and community's position as part of their use agreement consideration.
- Key difference between vacation and easement use agreement: vacation more beneficial for owners' title; easement use agreement more attractive to County.
- While a vacation is preferred, we will take anything that will allow us to proceed with our plans.

**LOT 77: 14219 CHARHOUSE CIRCLE  
DRONE/VACATION AREA**



2430 Vanderbilt Beach Road  
Suite 302  
Naples, Florida 34108  
phone: 239.265.5753  
fax: 239.521.1757  
www.ktsgrp.com

PROJECT START DATE:  
11.08.2022  
DRAWN BY: BLK  
PERMIT SET:  
04.01.2021

**OVERHEAD DRONE PHOTO**  
14219 Charthouse Cir  
Naples, FL 34114  
LOT 77

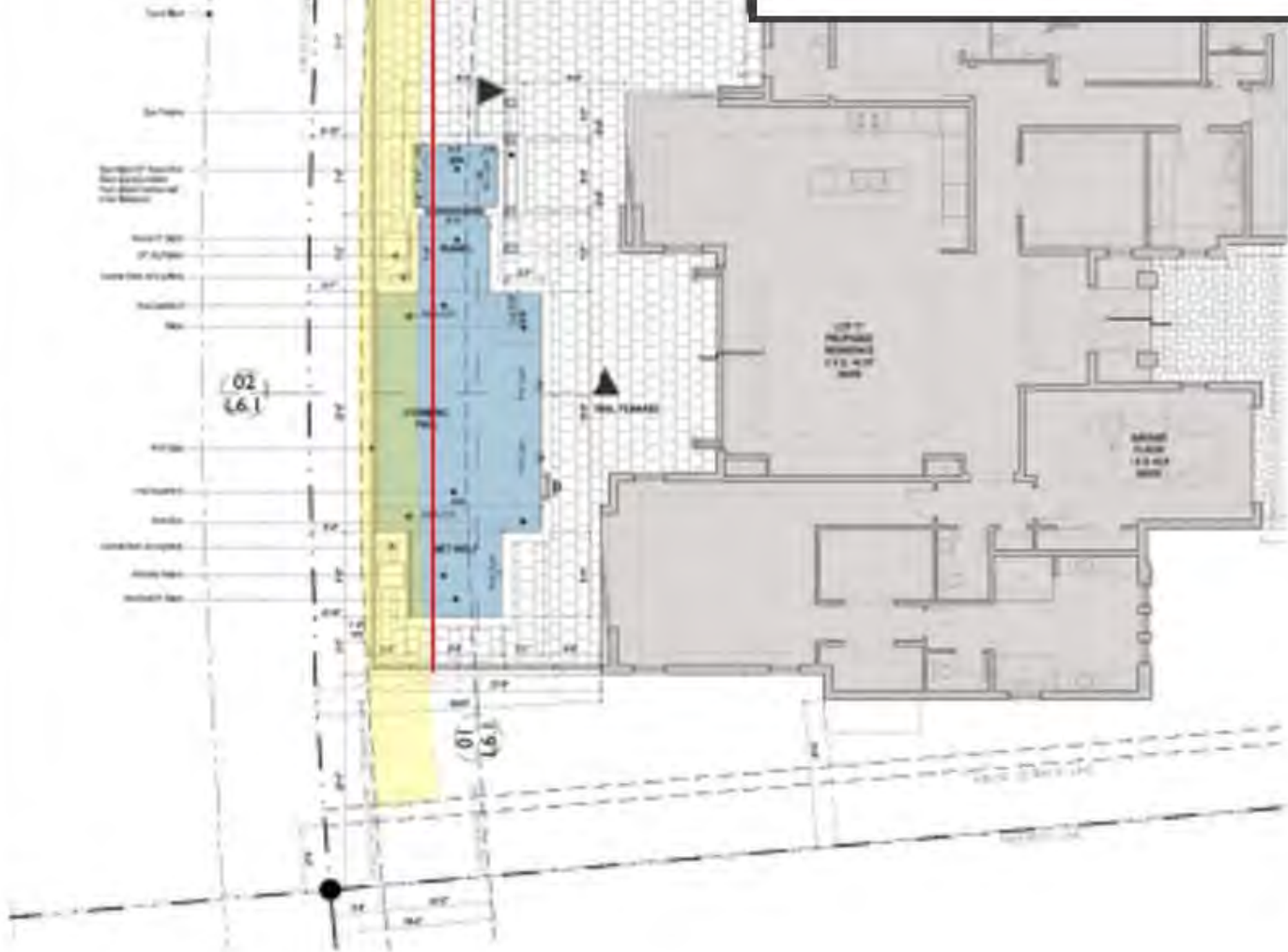
REVISIONS


SCALE

DATE PLANNED  
**A 1.0**

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# LOT 77: 14219 CHARHOUSE CIRCLE POOL IMPACT



- Door
- Stair
- Window
- Blower

### Paving Installation Notes (Final Terrain Area):

1. Material to be used for paving shall be approved by the local authority.
2. All paving shall be installed in accordance with the approved paving plan.
3. All paving shall be installed in accordance with the approved paving plan.
4. All paving shall be installed in accordance with the approved paving plan.
5. All paving shall be installed in accordance with the approved paving plan.
6. All paving shall be installed in accordance with the approved paving plan.
7. All paving shall be installed in accordance with the approved paving plan.
8. All paving shall be installed in accordance with the approved paving plan.
9. All paving shall be installed in accordance with the approved paving plan.
10. All paving shall be installed in accordance with the approved paving plan.
11. All paving shall be installed in accordance with the approved paving plan.
12. All paving shall be installed in accordance with the approved paving plan.
13. All paving shall be installed in accordance with the approved paving plan.
14. All paving shall be installed in accordance with the approved paving plan.
15. All paving shall be installed in accordance with the approved paving plan.
16. All paving shall be installed in accordance with the approved paving plan.
17. All paving shall be installed in accordance with the approved paving plan.
18. All paving shall be installed in accordance with the approved paving plan.

### Pool Specifications

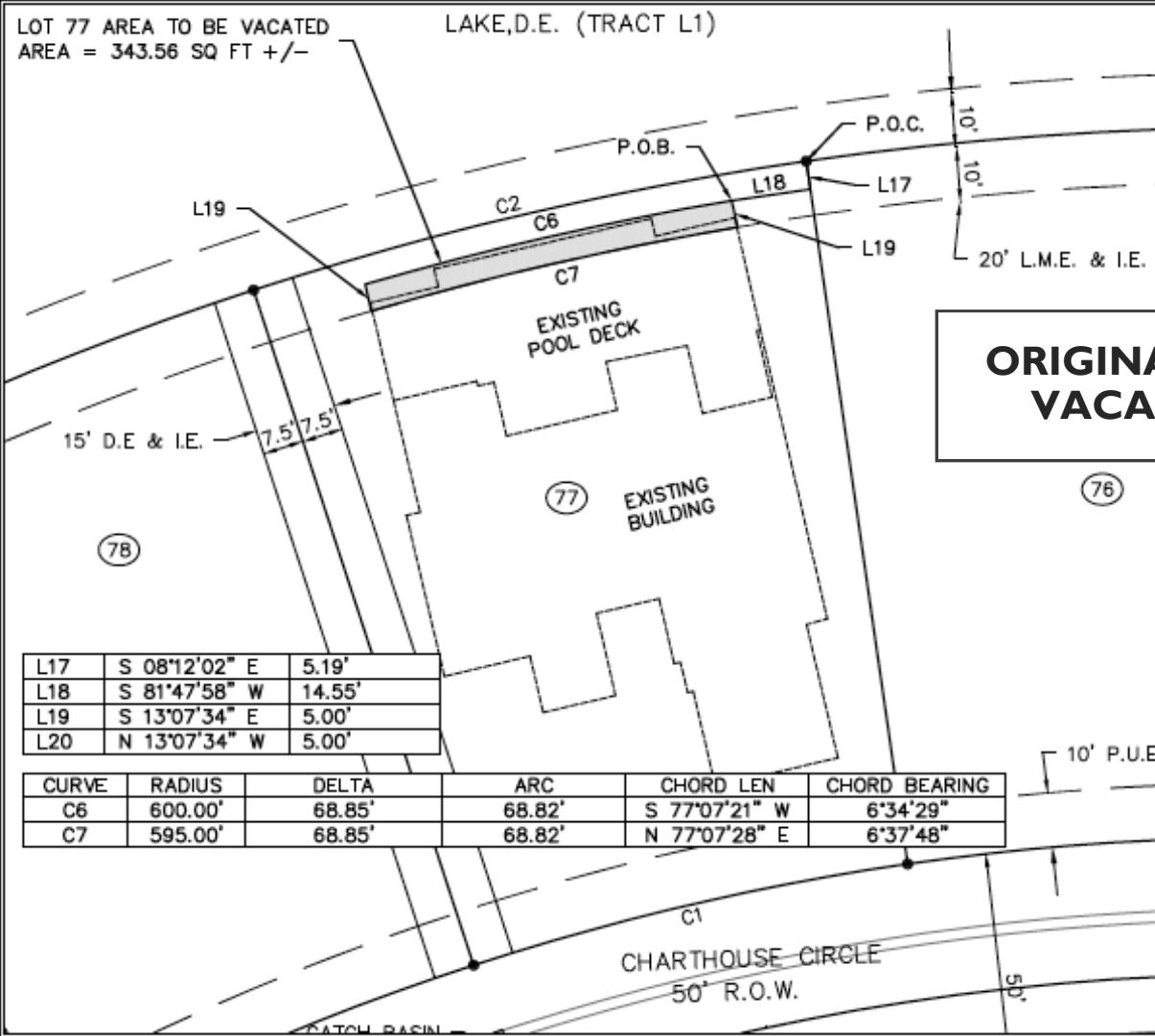
Pool Type	Pool (in-ground)
Pool Size	Pool (in-ground)
Pool Depth	Pool (in-ground)
Pool Shape	Pool (in-ground)
Pool Location	Pool (in-ground)
Pool Orientation	Pool (in-ground)
Pool Access	Pool (in-ground)
Pool Deck	Pool (in-ground)
Pool Fencing	Pool (in-ground)
Pool Lighting	Pool (in-ground)
Pool Heating	Pool (in-ground)
Pool Filtration	Pool (in-ground)
Pool Chemicals	Pool (in-ground)
Pool Maintenance	Pool (in-ground)

ENVIRONMENTAL  
CONSULTANTS  
INCORPORATED

14219 CHARHOUSE CIRCLE  
NAPLES, FL 34114

Almy Residence  
14219 Charthouse Circle  
Lot # 77 Naples Reserve  
Naples, FL 34114





L17	S 08°12'02" E	5.19'
L18	S 81°47'58" W	14.55'
L19	S 13°07'34" E	5.00'
L20	N 13°07'34" W	5.00'

CURVE	RADIUS	DELTA	ARC	CHORD LEN	CHORD BEARING
C6	600.00'	68.85'	68.82'	S 77°07'21" W	6°34'29"
C7	595.00'	68.85'	68.82'	N 77°07'28" E	6°37'48"

### GENERAL NOTES:

EXHIBIT "A"

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. R.O.W. = RIGHT-OF-WAY.
3. P.O.C. = POINT OF COMMENCEMENT
4. P.O.B. = POINT OF BEGINNING
5. L.M.E. = LAKE MAINTENANCE EASEMENT
6. I.E. = IRRIGATION EASEMENT

## ORIGINAL - LOT 77: 14219 CHARTHOUSE CIRCLE VACATION/USE AGREEMENT AREA SKETCH

75-78, PUBLIC RECORDS, COLLIER COUNTY, FLORIDA.  
THENCE SOUTH 08°12'02" EAST A DISTANCE OF 5.19 FEET;  
THENCE SOUTH 81°47'58" WEST A DISTANCE OF 14.55 FEET TO THE BEGINNING OF A NON TANGENT CURVE AND THE POINT OF BEGINNING OF PORTION OF THE L.M.E. & I.E. TO BE VACATED HEREIN BEING DESCRIBED;

THENCE ALONG SAID NON TANGENT CURVE WITH A RADIUS 600.00' AN ARC LENGTH 68.82 AND A CHORD BEARING 06°34'29";  
THENCE LEAVING SAID CURVE SOUTH 13°07'34" EAST A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE;  
THENCE ALONG SAID NON TANGENT CURVE WITH RADIUS 595.00 AN ARC LENGTH OF 68.82 AND A CHORD BEARING 06°37'48";  
THENCE LEAVING SAID CURVE NORTH 13°07'34" WEST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN BEING DESCRIBED;

CONTAINING 343.56 SQUARE FEET OF LAND MORE OR LESS.  
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

### SYMBOLS LEGEND

● = SET 5/8" IRON ROD/CAP ABB LB 3664

### A PORTION OF L.M.E. AND I.E. TO BE VACATED

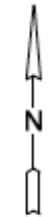
PREPARED FOR:  
KTS HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

DATE OF FIELD SURVEY 30 APR. 2021

AGNOLI, BARBER & BRUNDAGE, INC.  
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

BY \_\_\_\_\_

WAYNE D. AGNOLI, R.S.M. NO. 5335 DATE \_\_\_\_\_



SCALE: 1" = 30'

approved:	revision:

for:	KTS HOMES, LLC.		
title:	VACATION EASEMENT ON LOT 77, PARROT CAY (PLAT BOOK 58, PAGES 75-76) COLLIER COUNTY, FLORIDA		
bk:	pg:	date:	25 OCT 2022
scale:	1"=30'	cogo:	15-0072

design:	SSX
drawn:	VA
checked:	WDA
acad #:	11367-88
view:	LIMITS
project #:	15-0072
sheet #:	1 of 1
file #:	11367



PROJ001-0022  
10/25/22

EASEMENT USE AGREEMENT OF A  
PORTION OF L.M.E. & I.E.  
AREA = 217.96 SQ FT +/-

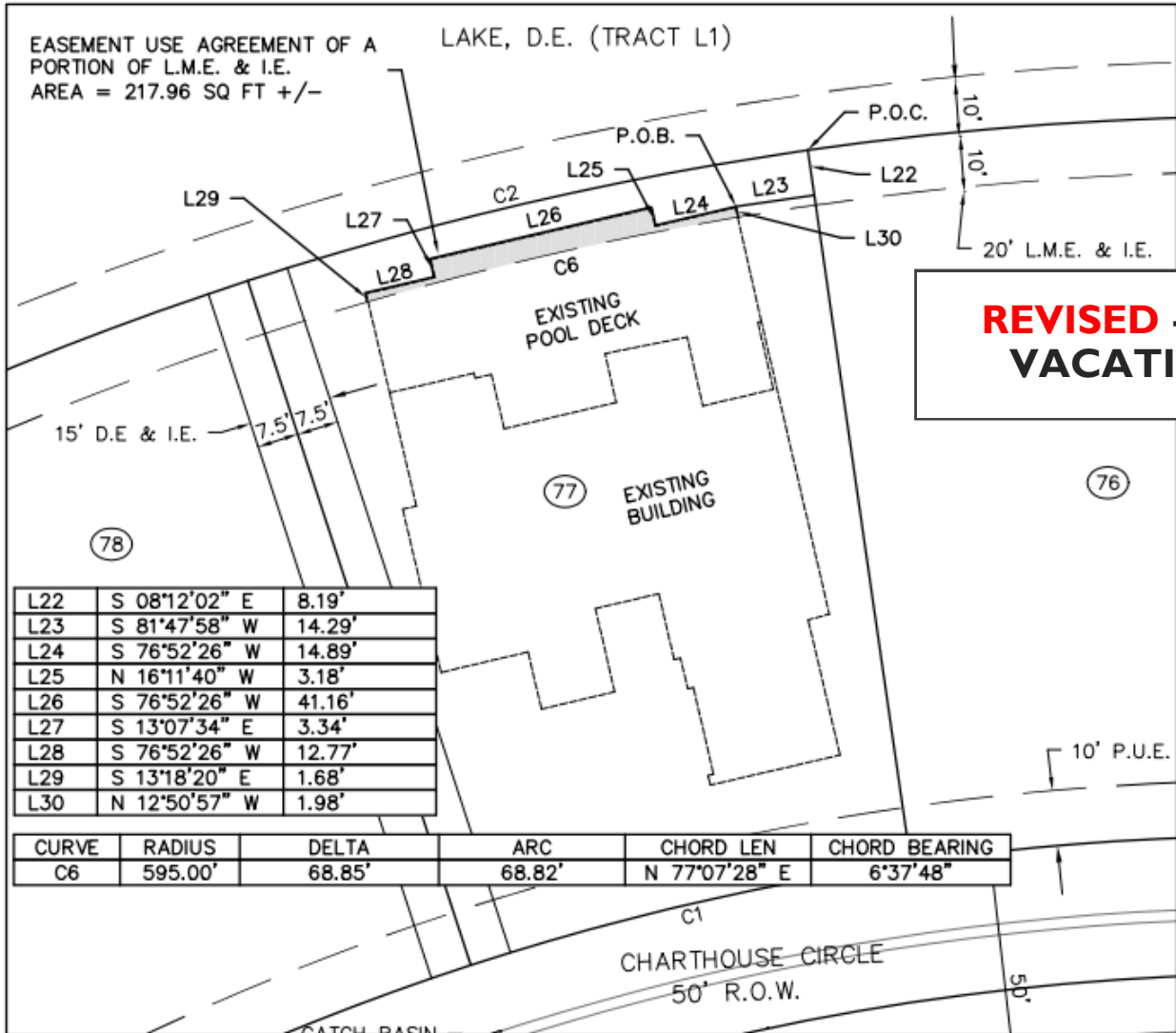
LAKE, D.E. (TRACT L1)

GENERAL NOTES:

EXHIBIT "A"

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. R.O.W. = RIGHT-OF-WAY.
3. P.O.C. = POINT OF COMMENCEMENT
4. P.O.B. = POINT OF BEGINNING
5. L.M.E. = LAKE MAINTENANCE EASEMENT
6. I.E. = IRRIGATION EASEMENT

**REVISED - LOT 77: 14219 CHARHOUSE CIRCLE  
VACATION/USE AGREEMENT AREA SKETCH**



L22	S 08°12'02" E	8.19'
L23	S 81°47'58" W	14.29'
L24	S 76°52'26" W	14.89'
L25	N 16°11'40" W	3.18'
L26	S 76°52'26" W	41.16'
L27	S 13°07'34" E	3.34'
L28	S 76°52'26" W	12.77'
L29	S 13°18'20" E	1.68'
L30	N 12°50'57" W	1.98'

CURVE	RADIUS	DELTA	ARC	CHORD LEN	CHORD BEARING
C6	595.00'	68.85'	68.82'	N 77°07'28" E	6°37'48"

COMMENCING AT THE NORTH EAST CORNER OF LOT 77, PARROT CAY, AS RECORDED IN PLAT BOOK 58, PAGES 75-78, PUBLIC RECORDS, COLLIER COUNTY, FLORIDA. THENCE SOUTH 08°12'02" EAST A DISTANCE OF 8.19 FEET; THENCE SOUTH 81°47'58" WEST A DISTANCE OF 14.29 FEET THE POINT OF BEGINNING OF PORTION OF THE L.M.E. & I.E. TO BE VACATED HEREIN BEING DESCRIBED;

THENCE SOUTH 76°52'26" WEST A DISTANCE OF 14.98 FEET; THENCE NORTH 16°11'40" WEST A DISTANCE OF 3.18 FEET; THENCE SOUTH 76°52'26" WEST A DISTANCE OF 41.16 FEET; THENCE SOUTH 13°07'34" EAST A DISTANCE OF 3.34 FEET; THENCE SOUTH 76°52'26" WEST A DISTANCE OF 12.77 FEET; THENCE SOUTH 13°18'20" EAST A DISTANCE OF 1.68 FEET TO THE BEGINNING OF A NON TANGENT CURVE; THENCE ALONG SAID NON TANGENT CURVE WITH RADIUS 595.00 AN ARC LENGTH OF 68.82 AND A CHORD BEARING 06°37'48"; THENCE LEAVING SAID CURVE NORTH 12°50'57" WEST A DISTANCE OF 1.98 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN BEING DESCRIBED;

CONTAINING 217.96 SQUARE FEET OF LAND MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

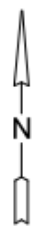
PREPARED FOR:  
KTS HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY



AGNOLI, BARBER & BRUNDAGE, INC.  
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

BY Wayne D. Agnoli, R.S.M.

WAYNE D. AGNOLI, R.S.M. NO. 5335 DATE \_\_\_\_\_



SCALE: 1" = 30'

NOT A SURVEY

revision: \_\_\_\_\_

approved: \_\_\_\_\_

for: KTS HOMES, LLC.  
title: SKETCH AND DESCRIPTION OF AN EASEMENT USE AGREEMENT PART OF LOT 77, PARROT CAY (PLAT BOOK 58, PAGES 75-78) COLLIER COUNTY, FLORIDA



bk:	pg:	date:
		17 JAN 2023
		scale:
		1"=30'
		cogo #:
		15-0072

design: xxx  
draw: VA  
checked: 1024  
acad #: 11367-BB  
view: LIMITS  
project #: 15-0072  
sheet #: 1 of 1  
file #: 11367

# PUBLIC BENEFITS



## PUBLIC BENEFITS OF VACATION/EASEMENT USE AGREEMENT

- **Simple, efficient solution to allow us to enjoy property as intended.**
- **Maintain property values within community.**
- **Relief from financial and emotional burdens, and ongoing uncertainty.**
- **Avoids costly, inefficient, multi-party litigation.**
- **Corrects human error, and provides fair outcome for us as innocent property owners.**
- **Solution avoids any harm or exposure to the public (zero/negligible public detriment).**

# SUMMARY

## VACATION IS THE BEST OPTION

- **Given the unique circumstances, vacating (or entering “easement use agreements” for) the platted easements *to the extent of the encroachments* is the most reasonable and cost-effective resolution for all parties involved.**
- **Due to the unique circumstances in which multiple party oversights occurred consecutively, allowing the construction to proceed from inception to nearly completed states, ensures that vacating/easement use agreement *will not create a precedent*.**

## VACATION IS THE BEST OPTION (CONT.)

- **Public benefits far exceed any public detriment.**
- **Once we have County approval/ “no objection” we can move forward with “formal” County remedy.**
- **Prior to expending application fees and related expenses, we are seeking assurance that the CDD will not be objecting to the proposed vacation/easement use agreement.**

THANK YOU

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

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## **ENCROACHMENT AGREEMENT**

**THIS ENCROACHMENT AGREEMENT** (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT (“**District**”) and Sean Patrick Almy and Samantha Jean Almy (collectively, “**Owner**”).

### **RECITALS**

A. Owner is the owner in fee simple of that certain real property located at 14219 Charthouse Circle, which real property is legally described as follows (the “**Owner’s Property**”):

Lot 77, Parrot Cay, according to the plat thereof recorded in Plat Book 58, Pages 75 through 78 inclusive, of the Public Records of Collier County, Florida.

B. Pursuant to the terms of the plat of Parrot Cay, a subdivision according to the plat thereof, as recorded in Plat Book 58, Pages 75 through 78, inclusive, of the Public Records of Collier County, Florida (the “**Plat**”), the Owner’s Property is subject to and encumbered by a platted irrigation easement and lake maintenance easement (collectively, the “**Easement**”). District is the owner and holder of rights in the Easement.

C. Owner intends to construct and maintain a pool & spa, lanai cage, and lanai pavers (collectively, the “**Improvements**”) that will partially encroach into the Easement (the “**Encroachment**”) as shown on the site plan attached as **Exhibit “A”** and made a part of this Agreement (the “**Site Plan**”).

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

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated by reference into this Agreement.
2. **Consent to the Encroachment and Covenant not to Construct**. Subject to the terms of this Agreement, the District hereby expressly consents to the Encroachment and Owner, for themselves and on behalf of all of its heirs, successors, and/or assigns, agrees and covenants that,

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

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

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

b. If the Improvements or conditions related to the Improvements cause erosion to the Easement area or the lake bank area adjacent to the Easement, 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 Improvements are conducted in compliance with all applicable laws;

e. Notwithstanding this Agreement, Owner's use and operation of the Improvements shall at all times be subject to the rules and regulations of the Naples Reserve Homeowners Association, Inc. (the "**Association**");

f. Owner shall ensure the installation, operation, and maintenance of the Improvements does not damage any property of the District 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 Improvements, in good and proper working condition and repair;

h. Owner shall ensure that the District has access through the Easement to allow the District 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 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 Easement free from any construction, materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim of lien at Owner's sole cost and expense; and

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 Improvements or the construction, installation, alteration, or removal of the Improvements. The Owner shall furnish the District, upon its request, with a certificate of insurance evidencing compliance with this requirement; and

l. Owner shall obtain written approval of the Improvements from the Development Review Committee of the Association prior to installation of the 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 the District's use of the Easement (including, without limitation, the maintenance, repair, and/or replacement of stormwater management improvements and lake bank and shoreline restoration within or adjacent to the Easement), the District will make all reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of the District's costs associated with working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of the District, to be paid to the District in advance of any work to be performed by the District. The District shall be the sole judge of such incremental costs. Only if the District, in its sole judgment, is not able to work around the Encroachment will the District mandate that the Encroachment be moved or removed at no cost to the District as then may be needed to allow District the needed use of the Easement. If Owner fails to remove the Encroachment after written request of the District the District may remove the Encroachment and charge Owner for the cost thereof. Removal of the Encroachment will be the last alternative solution of any such use problem(s) unless the incremental costs of the least expensive and viable alternative solution exceeds this cost of removal. Once removed the Owner may not reinstall the improvements without the prior written approval of the District. Owner shall be responsible for all costs to reinstall the Improvements.

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 Easement, the District may remove the Improvements without notice, and the District will not be responsible for repairing, replacing, or restoring the 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 Improvements including any professional or legal fees or expenses.

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

8. **Binding Effect**. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successors, 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 provisions 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 arm's length transaction. Both parties participated fully in the preparation of this Agreement and in the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted chosen and selected the language and the doubtful language will not be interpreted or construed against any party.

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

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

*(Remainder of page intentionally left blank. Signatures begin on next page.)*

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

**DISTRICT:**

**NAPLES RESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

**ATTEST:**

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

By: \_\_\_\_\_  
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 \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, as \_\_\_\_\_ 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)

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_  
(Type or Print)

My Commission Expires:

**OWNER:**

\_\_\_\_\_  
Sean Patrick Almy

\_\_\_\_\_  
Samantha Jean Almy

STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF COLLIER                )

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023 by Sean Patrick Almy and Samantha Jean Almy, who are ( ) personally known to me or ( ) have produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_  
(Type or Print)

My Commission Expires:

**EXHIBIT "A"**

GENERAL NOTES:

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. R.O.W. = RIGHT-OF-WAY.
3. P.O.C. = POINT OF COMMENCEMENT
4. P.O.B. = POINT OF BEGINNING
5. L.M.E. = LAKE MAINTENANCE EASEMENT
6. I.E. = IRRIGATION EASEMENT
7. BEARINGS ARE BASED ON THE PLAT OF PARROT CAY, AS RECORDED IN PLAT BOOK 58, PAGES 75-78, PUBLIC RECORDS OF COLLIER, COUNTY, FLORIDA.

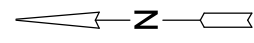
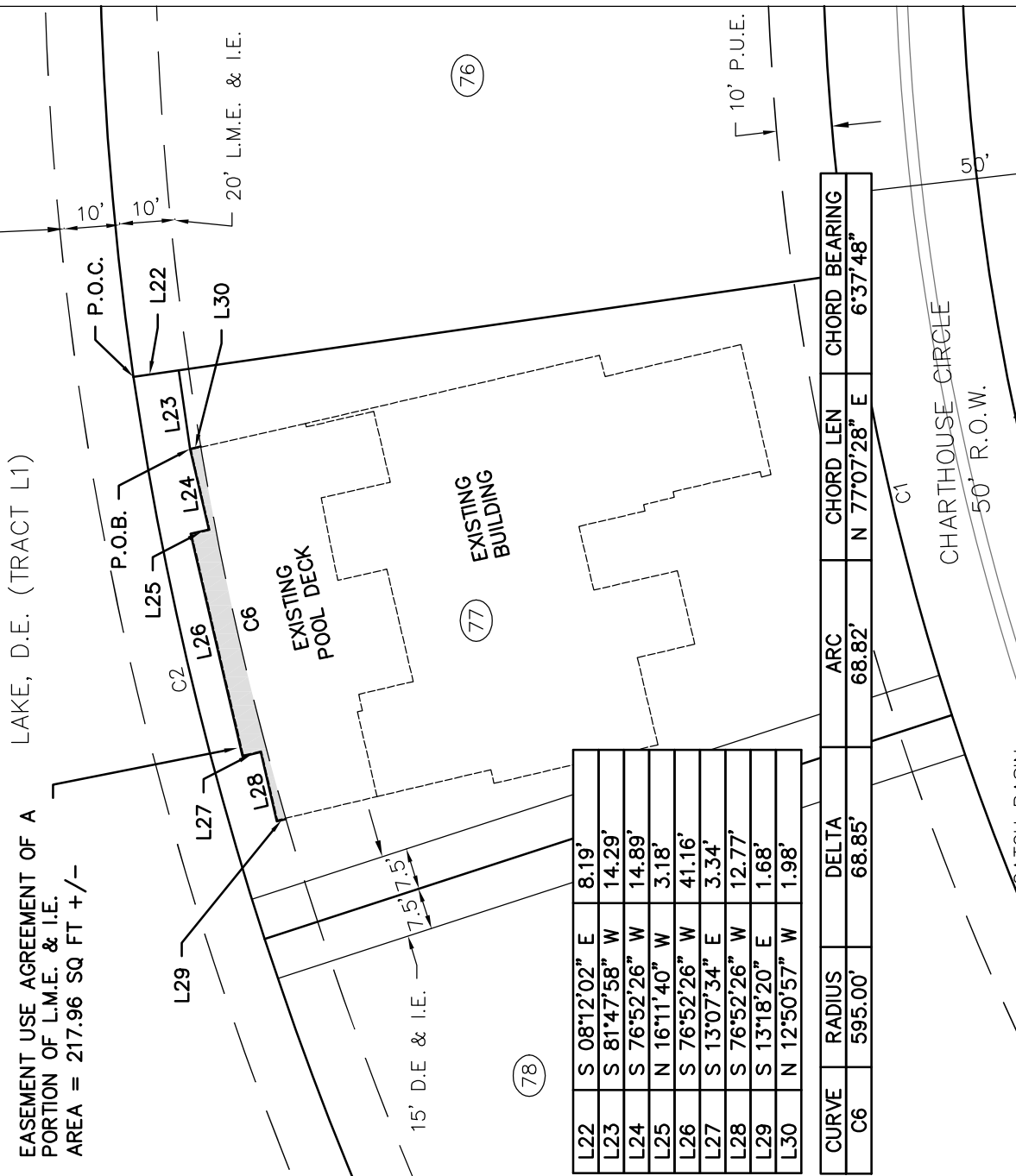
LEGAL DESCRIPTION - EASEMENT USE AGREEMENT

COMMENCING AT THE NORTH EAST CORNER OF LOT 77, PARROT CAY, AS RECORDED IN PLAT BOOK 58, PAGES 75-78, PUBLIC RECORDS, COLLIER COUNTY, FLORIDA. THENCE SOUTH 08°12'02" EAST A DISTANCE OF 8.19 FEET; THENCE SOUTH 81°47'58" WEST A DISTANCE OF 14.29 FEET THE POINT OF BEGINNING OF PORTION OF THE L.M.E. & I.E. TO BE VACATED HEREIN BEING DESCRIBED;

THENCE SOUTH 76°52'26" WEST A DISTANCE OF 14.98 FEET; THENCE NORTH 16°11'40" WEST A DISTANCE OF 3.18 FEET; THENCE SOUTH 76°52'26" WEST A DISTANCE OF 41.16 FEET; THENCE SOUTH 13°07'34" EAST A DISTANCE OF 3.34 FEET; THENCE SOUTH 76°52'26" WEST A DISTANCE OF 12.77 FEET; THENCE SOUTH 13°18'20" EAST A DISTANCE OF 1.68 FEET TO THE BEGINNING OF A NON TANGENT CURVE; THENCE ALONG SAID NON TANGENT CURVE WITH RADIUS 595.00 AN ARC LENGTH OF 68.82 AND A CHORD BEARING 06°37'48";

THENCE LEAVING SAID CURVE NORTH 12°50'57" WEST A DISTANCE OF 1.98 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN BEING DESCRIBED;

CONTAINING 217.96 SQUARE FEET OF LAND MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



SCALE: 1" = 30'

**NOT A SURVEY**

for: **KTS HOMES, LLC.**  
 title: **SKETCH AND DESCRIPTION OF AN EASEMENT USE AGREEMENT PART OF LOT 77, PARROT CAY (PLAT BOOK 58, PAGES 75-78) COLLIER COUNTY, FLORIDA**

design: XXX  
 drawn: VA  
 checked: WDA  
 acad #: 11367-BS  
 view: LIMITS  
 project #: 15-0072  
 sheet #: 1 of 1  
 file #: 11367

date: 17 JAN. 2023  
 scale: 1"=30'  
 cogo #: 15-0072

bk: pg: **AGNOLI BARBER & BRUNDAGE,**  
 Professional engineers, planners, & land surveyors  
 Collier County, Suite 200, 7400 Tamiami Trail, North Naples, FL 34108  
 Certificate of Authorization Nos. LB 3964 and EB 3964

PREPARED FOR:  
**KTS HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

**AGNOLI, BARBER & BRUNDAGE, INC.**  
 PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

BY: \_\_\_\_\_  
 WAYNE D. AGNOLI, R.S.M. NO. 5335 DATE \_\_\_\_\_

**NAPLES RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**5**

February 5, 2023

CDD & Naples Reserve CDD Board  
INSERT ADDRESS  
Naples, FL 34114

Dear CDD & Naples Reserve CDD Board,

Two and a half years ago, I decided it was time. Time to stop the hustle of a 40+-year career as a commercial plumbing contractor in Chicago and time to enjoy whatever the next stage life was to bring alongside my wife, Patricia. I have known nothing but the hustle and the unknown of being “retired” was more than frightening. My wife and I traveled to various places in Florida, but nothing felt close enough to home like Naples, and more specifically Naples Reserve.

We knew the second we came to Naples Reserve; this was the place for us. We were welcomed by so many people before we even selected a builder or became ‘neighbors’, and we’ve continued making friends since. Unfortunately, to our continued disbelief, we selected a builder who has made a bad name for himself and who has left us and many other families in a dire situation I could have never imagined. We are beside ourselves. We were told our house would be finished in June 2021 and in February 2023, I sit before you, tens-of-thousands in legal fees later, without my completed home.

I want to apologize to each of you, as I find myself in an unknown territory. You can imagine that this unfathomable situation has put me in a position that I am looking to desperately end. I know how important the CDD and its Board are, and I can assure you, I am here to be a good friend, neighbor, and citizen, and to uphold the laws in this neighborhood. I have written letters and had meetings with Lisa Wild and Barbara Ford, and when I heard some of the terms I used with them, I hear them in a different context in which they were meant. When I said there was ways to get around setbacks and easements, I can assure you it was not intended to be malicious; I meant that there are variances and vacations in place to allow situations like this be acceptable. I understand, now, that however I meant them, how they were received was less than ideal and I can assure you, this will not happen again. My wife and I are trying to stop from losing more from this situation and to start our lives here in Florida.


Following the approval of designs, KTS, our builder, was responsible for the installation of the pool. I don’t believe we changed anything from the original design except to install a water feature. After the pool was installed, I noticed that the Lanai cage was going to sit on the ledge of the pool. That is when I thought it would be best to be able to walk around the pool both for the safety of my wife who has nerve damage and my grandchildren who I hope to have visit often. It would also be convenient for fixing items or cleaning the pool, of course. When I asked Scott with KTS about it, he said that we’d have to get a variance from the HOA and that he was not going to hold up the pool until I received the variance. I agreed not to hold anything up and went to the HOA to find out the proper protocol to receive the variance, which I received on April 21, 2021. As the builder, Scott contacted and dealt with the concrete company directly and he told me we wouldn’t need permits because it was incidental concrete for the Lanai. I am from Chicago and as a contractor myself, I know all the building and permit codes that need to be upheld, but in Florida I am unfamiliar. Given KTS had built many homes before mine, I couldn't have imagined he would not follow the appropriate rules. That’s when the 24” concrete

for the Lanai was installed. All of this happened before I knew what a CDD was; I had only learned of the CDD when the County reached out about the easement. Lisa Wild and Barbara Ford contacted me months after our pool was at a standstill and the concrete for the extra 24" had been installed, advising me that the project seemed abandoned. I informed them of the situation with the builder, county and the CDD. That's when they both asked if there were permits for the concrete and told me I should remove it. They stated the county would have to have a permit for it. I was always up front and cooperative with both of them, including letting them know that if the CDD would not pass the permit, I would have the concrete removed – even though this was on the builder, and it would cost me more money.

I understand that the CDD and Board don't know me other than from this terrible situation and I want you to know, this is not me. I'm a kind and hardworking man from Chicago who came to Naples Reserve because I like the community and how it is run – I have made countless friends here already. I am a professional and honest – now retired – businessman and have been supportive of my village, community, and board for more than 40 years in the suburb of Chicago that I raised my three children in. Following my retirement, I was even appointed road commissioner for our township to fill an unexpected void and to help negotiate a union contract for the people working in the highway department that was fair to both the employees and the township. It had been a situation for the township for over a year and I was able to complete the agreement in less than 60 days. This is who I am and who I will continue to be in my new community.

Over this weekend, I initiated the removal of the concrete for the extra 24" in the Lanai (please see the attached photos), even though it was my builder who misled me. Again, I am sorry. I wanted to come to this next meeting showing the Board the real me. I want to uphold your expectations and I want to show you that I simply want to put this situation behind us so we can move forward as the Carr's & the Miano's have done. Please accept my apology and know I am grateful for the hard work all of you have done and continue to do. I know these positions are voluntary and I appreciate your commitment to the community.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat Ranallo", written over a horizontal line.

Pat Ranallo

14257 Charthouse Circle

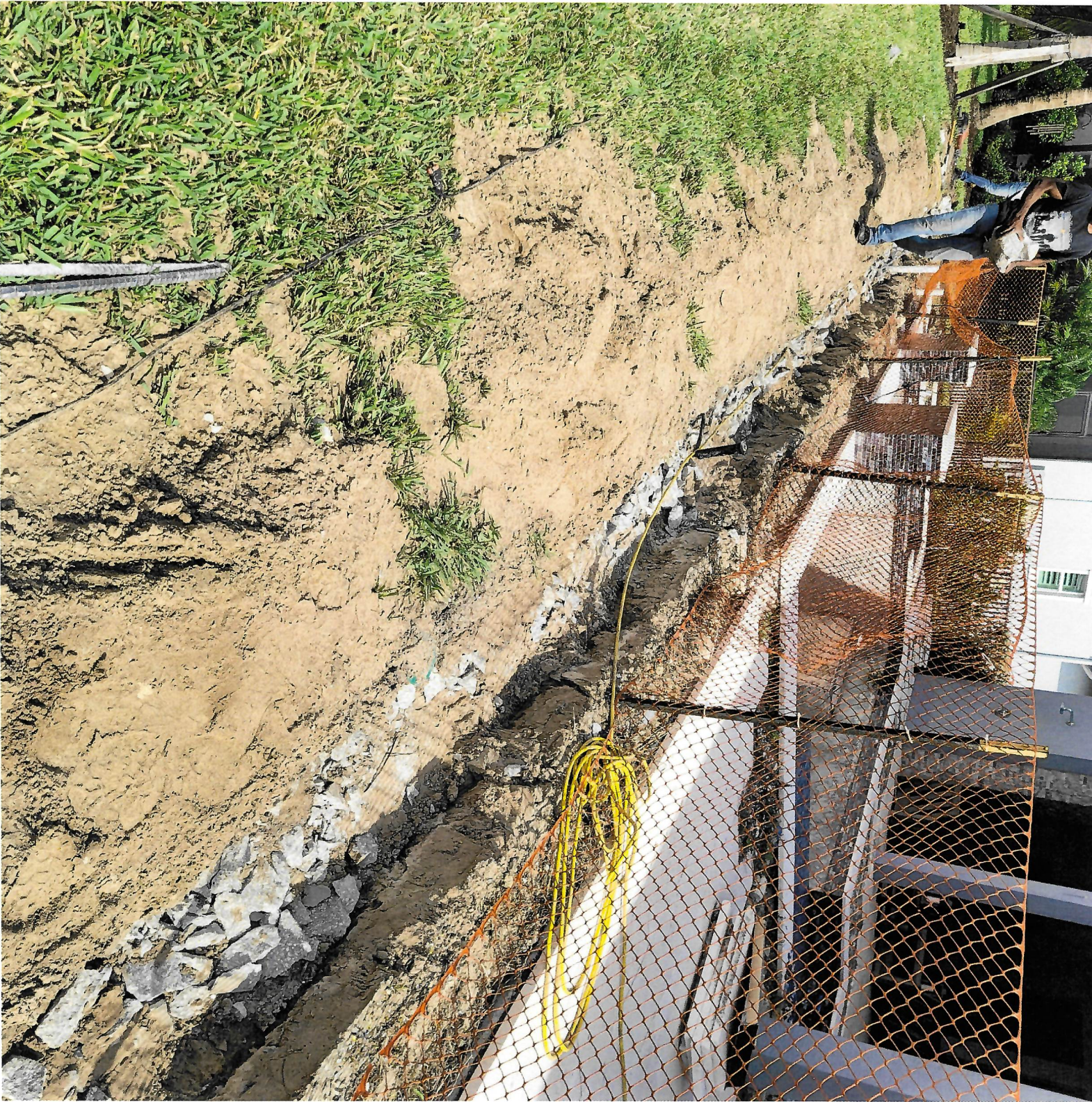




*BEFORE*



*BENAS*



AFTM



After

Prepared by:

---

## ENCROACHMENT AGREEMENT

**THIS ENCROACHMENT AGREEMENT** (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT (“**District**”) and Patrick Ranallo & Patricia Ranallo (“**Owner**”).

### RECITALS

A. Owner is the owner in fee simple of that certain real property located at 14257 Charthouse Circle, which real property is legally described as follows (the “**Owner’s Property**”):

Lot 70, Block, Parrot Cay subdivision, according to the plat thereof recorded in Plat Book 58, Pages 75 through 78 inclusive, of the Public Records of Collier County, Florida.

B. Pursuant to the terms of the plat of Parrot Cay, a subdivision according to the plat thereof, as recorded in Plat Book 58, Pages 75 through 78, inclusive, of the Public Records of Collier County, Florida (the “**Plat**”), the Owner’s Property is subject to and encumbered by a platted irrigation easement and lake maintenance easement (collectively, the “**Easement**”). District is the owner and holder of rights in the Easement.

C. Owner has constructed a pool, and intends to construct and maintain a spa, lanai pavers, and a screened enclosure (collectively, the “**Improvements**”) that will partially encroach into the Easement (the “**Encroachment**”) as shown on the site plan attached as **Exhibit “A”** and made a part of this Agreement (the “**Site Plan**”).

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

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

b. If the Improvements or conditions related to the Improvements cause erosion to the Easement area or the lake bank area adjacent to the Easement, 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 Improvements are conducted in compliance with all applicable laws;

e. Notwithstanding this Agreement, Owner's use and operation of the Improvements shall at all times be subject to the rules and regulations of the Naples Reserve Homeowners Association, Inc. (the "**Association**");

f. Owner shall ensure the installation, operation, and maintenance of the Improvements does not damage any property of the District 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 Improvements, in good and proper working condition and repair;

h. Owner shall ensure that the District has access through the Easement to allow the District 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 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 Easement free from any construction, materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim of lien at Owner's sole cost and expense; and

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 Improvements or the construction, installation, alteration, or removal of the Improvements. The Owner shall furnish the District, upon its request, with a certificate of insurance evidencing compliance with this requirement; and

l. Owner shall obtain written approval of the Improvements from the Development Review Committee of the Association prior to installation of the 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 the District's use of the Easement (including, without limitation, the maintenance, repair, and/or replacement of stormwater management improvements and lake bank and shoreline restoration within or adjacent to the Easement), the District will make all reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of the District's costs associated with working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of the District, to be paid to the District in advance of any work to be performed by the District. The District shall be the sole judge of such incremental costs. Only if the District, in its sole judgment, is not able to work around the Encroachment will the District mandate that the Encroachment be moved or removed at no cost to the District as then may be needed to allow District the needed use of the Easement. If Owner fails to remove the Encroachment after written request of the District the District may remove the Encroachment and charge Owner for the cost thereof. Removal of the Encroachment will be the last alternative solution of any such use problem(s) unless the incremental costs of the least expensive and viable alternative solution exceeds this cost of removal. Once removed the Owner may not reinstall the improvements without the prior written approval of the District. Owner shall be responsible for all costs to reinstall the Improvements.

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 Easement, the District may remove the Improvements without notice, and the District will not be responsible for repairing, replacing, or restoring the 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 Improvements including any professional or legal fees or expenses.

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

8. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successors, 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 provisions 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 arm's length transaction. Both parties participated fully in the preparation of this Agreement and in the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted chosen and selected the language and the doubtful language will not be interpreted or construed against any party.

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

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

*(Remainder of page intentionally left blank. Signatures begin on next page.)*

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

**DISTRICT:**

**NAPLES RESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

**ATTEST:**

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

By: \_\_\_\_\_  
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 \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, as \_\_\_\_\_ 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)

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_  
(Type or Print)

My Commission Expires:

**OWNER:**

\_\_\_\_\_  
Patrick Ranallo

\_\_\_\_\_  
Patricia Ranallo

STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF COLLIER                )

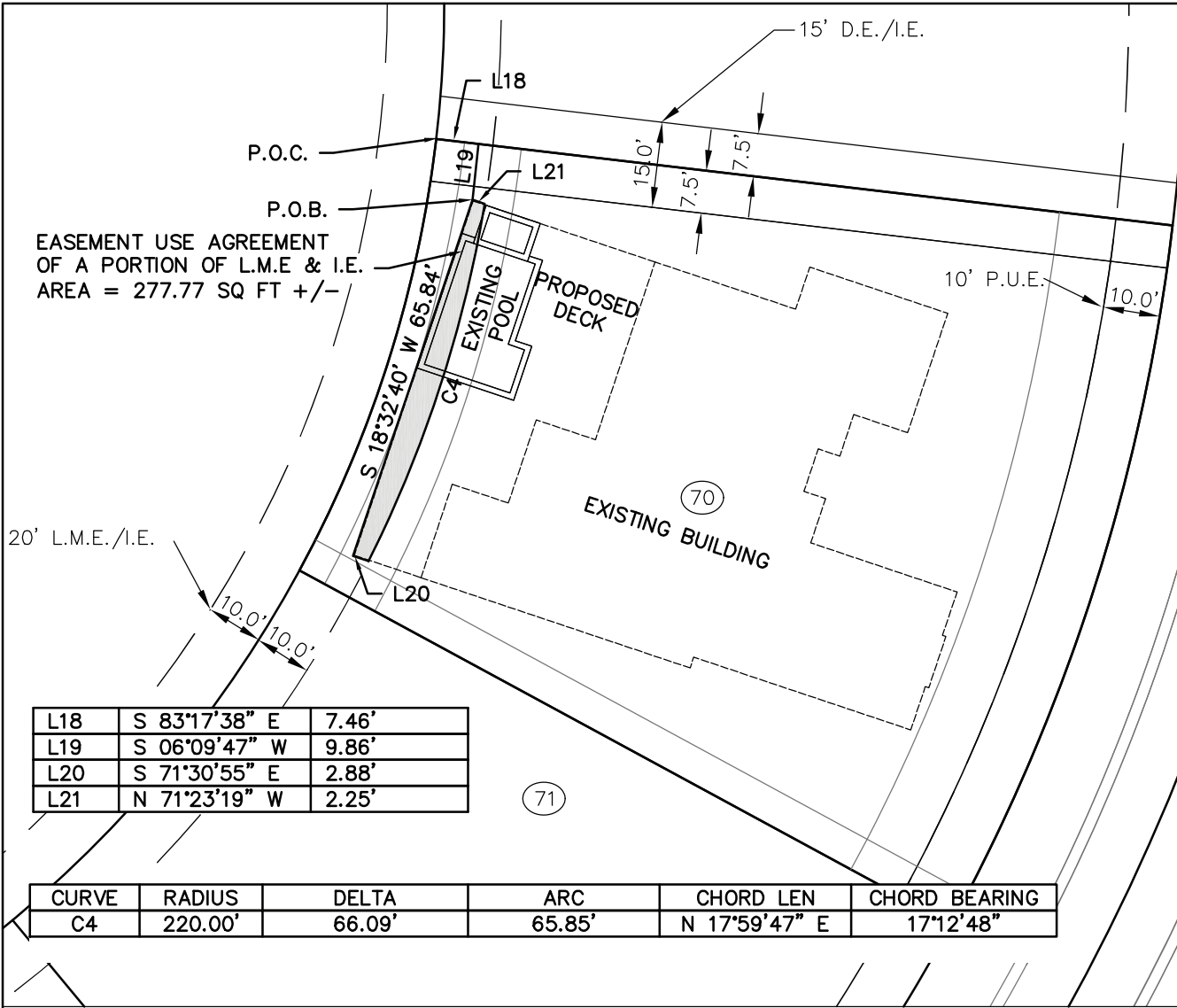
The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Patrick and Patricia Ranallo, who are ( ) personally known to me or ( ) have produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_  
(Type or Print)

My Commission Expires:



GENERAL NOTES:

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. R.O.W. = RIGHT-OF-WAY.
3. P.O.C. = POINT OF COMMENCEMENT
4. P.O.B. = POINT OF BEGINNING
5. L.M.E. = LAKE MAINTENANCE EASEMENT
6. I.E. = IRRIGATION EASEMENT
7. BEARINGS ARE BASED ON THE PLAT OF PARROT CAY, AS RECORDED IN PLAT BOOK 58, PAGES 75-78, PUBLIC RECORDS OF COLLIER, COUNTY, FLORIDA.

LEGAL DESCRIPTION - EASEMENT USE AGREEMENT

COMMENCING AT THE NORTH WEST CORNER OF LOT 70, PARROT CAY, AS RECORDED IN PLAT BOOK 58, PAGES 75-78, PUBLIC RECORDS, COLLIER COUNTY, FLORIDA.

THENCE SOUTH 83°17'38" EAST A DISTANCE OF 7.46 FEET;  
 THENCE SOUTH 06°09'47" WEST A DISTANCE OF 9.86 FEET TO THE POINT OF BEGINNING OF PORTION OF THE L.M.E. & I.E. TO BE VACATED HEREIN BEING DESCRIBED;

THENCE SOUTH 18°32'40" WEST A DISTANCE OF 65.84 FEET;  
 THENCE SOUTH 71°30'55" EAST A DISTANCE OF 2.88 FEET TO THE BEGINNING OF A NON TANGENT CURVE;  
 THENCE ALONG SAID NON TANGENT CURVE WITH RADIUS 220.00 AN ARC LENGTH OF 65.85 AND A CHORD BEARING 17°12'48";  
 THENCE LEAVING SAID CURVE NORTH 71°23'19" WEST A DISTANCE OF 2.25 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN BEING DESCRIBED;

CONTAINING 277.77 SQUARE FEET OF LAND MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

L18	S 83°17'38" E	7.46'
L19	S 06°09'47" W	9.86'
L20	S 71°30'55" E	2.88'
L21	N 71°23'19" W	2.25'

CURVE	RADIUS	DELTA	ARC	CHORD LEN	CHORD BEARING
C4	220.00'	66.09'	65.85'	N 17°59'47" E	17°12'48"

PREPARED FOR:  
KTS HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

AGNOLI, BARBER & BRUNDAGE, INC. PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

BY Wayne D. Agnoli, R. S. M.

Digitally signed by Wayne D. Agnoli, R. S. M.  
 DN: E=agnoliw@abbinc.com, CN=Wayne D. Agnoli, R. S. M., O=Agoli, Barber & Brundage, Inc., L=Naples, S=Florida, C=US  
 Date: 2023.01.18 14:56:47-05'00'

WAYNE D. AGNOLI, R.S.M. NO. 5335 DATE \_\_\_\_\_



SCALE: 1" = 30'

NOT A SURVEY

revision: \_\_\_\_\_

approved: \_\_\_\_\_

for: **KTS HOMES, LLC.**  
 title: SKETCH AND DESCRIPTION OF AN EASEMENT USE AGREEMENT PART OF LOT 70, PARROT CAY (PLAT BOOK 58, PAGES 75-78) COLLIER COUNTY, FLORIDA



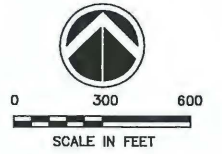
bk: \_\_\_\_\_ pg: \_\_\_\_\_ date: 17 JAN, 2023  
 scale: 1"=30'  
 cogo #: 15-0072

design: XXX  
 drawn: VA  
 checked: WDA  
 acad #: 11367-BS  
 view: LIMITS  
 project #: 15-0072  
 sheet #: 1 of 1  
 file #: 11367

Professional engineers, planners, & land surveyors  
 Collier County: Suite 200, 7400 Tamiami Trail, North, Naples, FL 34108  
 Certificate of Authorization Nos. LB 3864 and EB 3864  
 Fax: (239)566-2203 (239)597-3111

**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	
<b>TOTAL</b>	<b>214.4</b>	<b>11.41</b>

**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

\s\projects\2013\2013-030\5008-01-CDD\_PRESERVE TO HOA\5008-01-CDD\_PRESERVE TO HOA.dwg, 2/21/13, 10:58am, Printed by: HMB

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

**NAPLES RESERVE**

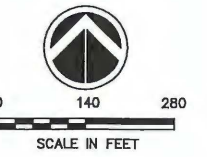
DESIGNED BY W.W.B.	DATE 2/21
DRAWN BY W.W.B.	DATE 2/21
CHECKED BY W.T.C.	DATE 2/21
VERTICAL SCALE N/A	HORIZONTAL SCALE 1"=300'



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.
	SEE PLOTSTAMP	5008-1
DATE	PROJECT NO.	SHEET NO.
	2013.030	1 OF 5



MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 4

**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: V:\projects\20130301\20130301\_04\_CDD\_PlotStamp.dwg, 10:10:00 AM, 5/22/22 - 10:10:00 AM, Printed by: jhd

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'

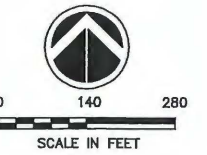


950 Encore Way  
Naples, FL. 34110  
Phone: (239) 254-2000  
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Authorization No.1772

**CDD DRAINAGE EASEMENTS  
and LAKE CONVEYANCE MAPS**

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:  
DATE \_\_\_\_\_

REFERENCE NO.	SEE PLOTSTAMP	DRAWING NO.	2005-02
PROJECT NO.	2013.030	SHEET NO.	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
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- 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
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N.R.III	NAPLES RESERVE PHASE III
P.C.	PARROT CAY
S.C.	SUTTON CAY

**NOTES:**

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2. THE DEVELOPMENT IS ZONED 'RPUD'.

14:10/23/2013 10:30:00 AM C:\Users\wib\Documents\2013\2013-03-04\_CDD\_PRESERVE\_TO\_HOA\130304\_CDD\_PRESERVE\_TO\_HOA.dwg User: wib Date: 2013-03-04 10:30:00 AM Plot Size: 10:10in Printed by: wib

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  
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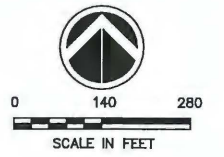
**CDD DRAINAGE EASEMENTS  
and LAKE CONVEYANCE MAPS**

THESE DRAWINGS ARE NOT  
APPROVED FOR CONSTRUCTION  
UNLESS SIGNED BELOW:

REFERENCE NO.	DRAWING NO.
SEE PLOTSTAMP	5008-3
PROJECT NO.	SHEET NO.
2013.030	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
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S.C.	SUTTON CAY

**NOTES:**

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2. THE DEVELOPMENT IS ZONED 'RPUD'.

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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'

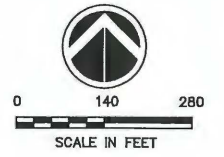


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Authorization No.1772

**CDD DRAINAGE EASEMENTS  
and LAKE CONVEYANCE MAPS**

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

MATCHLINE - SEE SHEET 3



MATCHLINE - SEE SHEET 4



**LEGEND**

- L21 - NRC = LAKE # PER PLAT  
(LAKE 21) = (ORIGINAL LAKE #)
- COMMUNITY DEVELOPMENT DISTRICT LANDS
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N.R.III	NAPLES RESERVE PHASE III
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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'.

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

**NAPLES RESERVE**

DESIGNED BY W.W.B.	DATE 2/21
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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. SEE PLOTSTAMP	DRAWING NO. 5008-5
DATE	PROJECT NO. 2013.030	SHEET NO. 5 OF 5

**NAPLES RESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**  
**C**



**Wrathell, Hunt and Associates, LLC**

TO: Naples Reserve CDD Board of Supervisors

FROM: Shane Willis – Operations Manager

DATE: February 2, 2023

SUBJECT: Status Report – Field Operations

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**SOLITUDE (lake maintenance):**

- Recent service visits included treatments for bank weeds, littoral weeds and some minor algae. The technician also removed some minor trash from various lakes.

**SUPERIOR WATERWAYS (aeration):**

- Superior will provide an updated cost to leave the Windward aeration system in place and rebuild the housing and foundation, this is expected to drop the cost of the upgrade. The proposal will be submitted once it has run with no complaints for about 45 days.

**MISCELLANEOUS:**

- Resident Interactions:
  - 12.13.22 – Resident called about designating “fishing areas” behind certain homes
  - 12.19.22 – Met onsite with resident and Superior Waterways to discuss moving the aeration system on Windward
  - 12.22.22 – Phone discussion with builder (Stock) in the community that wanted to alter the berm behind a resident’s home to accommodate an infinity pool, Staff is currently discussing and researching options
  - 1.3.23 – Resident called about a landscaping issue, refereed her to the HOA



Work Order  
 Work Order Number 00054548  
 Created Date 12/28/2022

Account Naples Reserve CDD  
 Contact Jamie Sanchez  
 Address 14891 Naples Reserve Circle  
 Naples, FL 34114

**Work Details**

Specialist Comments to Customer  
 INSPECTED lakes for grasses, algae and AQUATIC PLANTS, treated lakes 1, 5, 6 and 21A for algae and submerged VEGETATION. Fish and birds observed as usual.  
 Assigned Resource

**Work Order Assets**

Asset	Status	Product Work Type
Naples Reserve CDD - Lake All	Treated	

**Service Parameters**

Asset	Product Work Type	Specialist Comments to Customer
Naples Reserve CDD - Lake All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Naples Reserve CDD - Lake All	SHORELINE WEED CONTROL	
Naples Reserve CDD - Lake All	LAKE WEED CONTROL	
Naples Reserve CDD - Lake All	ALGAE CONTROL	
Naples Reserve CDD - Lake All		INSPECTED ALL lakes for grasses, algae and AQUATIC PLANTS. Treated lakes 1,5,6 and 21A for algae and submerged VEGETATION. Fish and birds observed as usual.

Service Report



Work Order  
Work Order Number 00070748  
Created Date 12/29/2022

Account Naples Reserve CDD  
Contact Jamie Sanchez  
Address 14891 Naples Reserve Circle  
Naples, FL 34114

Specialist Comments to Customer Treated the two irrigation intakes as requested.  
Assigned Resource EGGY SUAREZ

Work Order Assets

Asset	Status	Product Work Type
Naples Reserve CDD - Lake All	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Naples Reserve CDD - Lake All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Naples Reserve CDD - Lake All	SHORELINE WEED CONTROL	
Naples Reserve CDD - Lake All	LAKE WEED CONTROL	
Naples Reserve CDD - Lake All	ALGAE CONTROL	
Naples Reserve CDD - Lake All		



Work Order  
 Work Order Number 00070746  
 Created Date 12/28/2022

Account Naples Reserve CDD  
 Contact Jamie Sanchez  
 Address 14891 Naples Reserve Circle  
 Naples, FL 34114

Specialist Comments to Customer  
 INSPECTED ALL lakes for grasses, algae and AQUATIC PLANTS. Treated lake 21. Fish and birds observed.

Assigned Resource  
 EGGY SUAREZ

Work Order Assets

Asset	Status	Product Work Type
Naples Reserve CDD - Lake All	Included	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Naples Reserve CDD - Lake All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Naples Reserve CDD - Lake All	SHORELINE WEED CONTROL	
Naples Reserve CDD - Lake All	LAKE WEED CONTROL	
Naples Reserve CDD - Lake All	ALGAE CONTROL	
Naples Reserve CDD - Lake All		



Work Order  
 Work Order Number 00054549  
 Created Date 12/28/2022

Account Naples Reserve CDD  
 Contact Jamie Sanchez  
 Address 14891 Naples Reserve Circle  
 Naples, FL 34114

Specialist Comments to Customer  
 INSPECTED ALL lakes for grasses, algae and AQUATIC VEGETATION. Treated lakes 8 and 21 for grasses and brushes on littorals and shorelines. Alligator observed in lake 8.

Assigned Resource  
 EGGY SUAREZ

Work Order Assets

Asset	Status	Product Work Type
Naples Reserve CDD - Lake All	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Naples Reserve CDD - Lake All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Naples Reserve CDD - Lake All	SHORELINE WEED CONTROL	
Naples Reserve CDD - Lake All	LAKE WEED CONTROL	
Naples Reserve CDD - Lake All	ALGAE CONTROL	
Naples Reserve CDD - Lake All		





Work Order  
 Work Order Number 00070747  
 Created Date 12/28/2022

Account Naples Reserve CDD  
 Contact Jamie Sanchez  
 Address 14891 Naples Reserve Circle  
 Naples, FL 34114

Specialist Comments to Customer Treated lake 21 and 1 for grasses on littorals and shorelines, also treated cattails. Fish, birds and alligator observed.  
 Assigned Resource EGGY SUAREZ

Work Order Assets

Asset	Status	Product Work Type
Naples Reserve CDD - Lake All	Included	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Naples Reserve CDD - Lake All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Naples Reserve CDD - Lake All	SHORELINE WEED CONTROL	
Naples Reserve CDD - Lake All	LAKE WEED CONTROL	
Naples Reserve CDD - Lake All	ALGAE CONTROL	
Naples Reserve CDD - Lake All		



Work Order  
 Work Order Number 00119883  
 Created Date 1/5/2023

Account Naples Reserve CDD  
 Contact Jamie Sanchez  
 Address 14891 Naples Reserve Circle  
 Naples, FL 34114

Specialist Comments to Customer INSPECTED ALL lakes for grasses, algae and AQUATIC PLANTS. Treated lakes 14, 15 and 16 for grasses and algae. Fish, birds and alligator observed. Cloudy and moderate wind.  
 Assigned Resource

Work Order Assets

Asset	Status	Product Work Type
Naples Reserve CDD - Lake All	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Naples Reserve CDD - Lake All	ALGAE CONTROL	
Naples Reserve CDD - Lake All		

## Gianna Denofrio

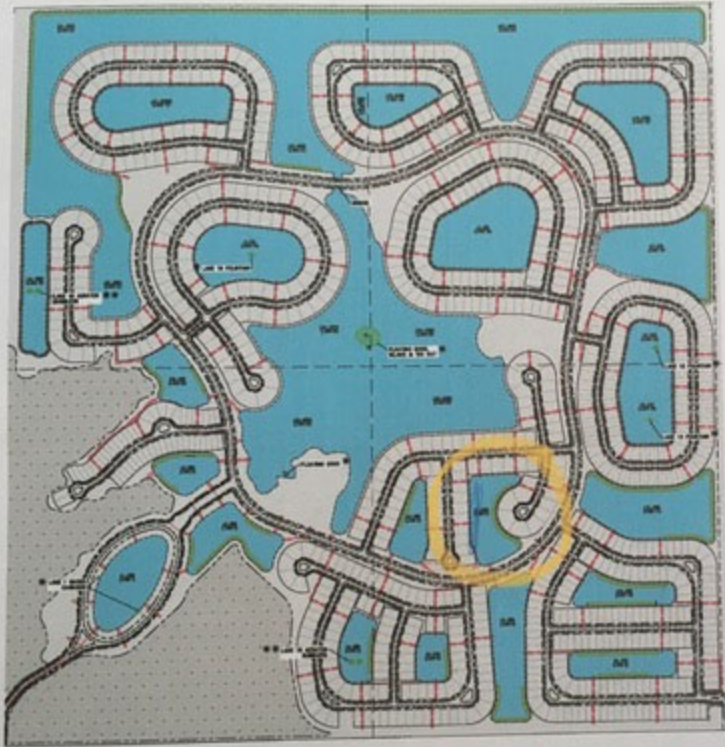
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**From:** Jamie Sanchez  
**Sent:** Monday, December 12, 2022 5:07 PM  
**To:** Daphne Gillyard; Gianna Denofrio  
**Cc:** Cindy Cerbone; Andrew Kantarzi  
**Subject:** Naples Reserve agenda FW: Lakes and fishing area out back

Hi,

I didn't get to stay at the last meeting to ask and discuss my ideas for the lake out back of my house, so I figured let me send you an email this way maybe it can be brought up at the next meeting. I love fishing out back and have to reach out to Solitude or Shane from time to time to keep it cleared so I wanted to bring up an idea I have for our lake #7. I know there has to be a percentage of littoral shelf in the development and lakes so it would not impact any of that because we have so much and instead of it being in mine and my neighbor's back yard, have it stay over on the side by the walking path with no houses, which is already over there and has been. This way it makes it easy for Solitude to know where to spray and my neighbor Bob and I can fish out back. We are the only 2 houses that are affected by this on this lake.

Thanks so much- Heidi McIntyre 14632 Regatta Lane 609-617-5647  
Bob Plucinsky 14633 Regatta Lane 973-978-5139



LAKE	AREA (Ac.)	LAKE LITTORAL AREA (Ac.)
1	5.5	
2	2.7	46
3	4.8	79
4	2.8	23
5	2.8	23
6	1.5	18
7	4.1	42
8	6.1	53
9	3.5	66
10	3.2	34
11	9.1	1.28
12	7.5	
13	8.8	54
14	9.2	
15	7.5	
16	3.5	
17	8.7	
18	4.0	
19	7.0	
20	3.2	35
21	61.1	5.00
24	50.0	
<b>TOTAL</b>	<b>214.4</b>	<b>11.41</b>

- NOTES:**
- ALL LAKES, LITTORAL AREAS, STORMWATER MANAGEMENT PIPING AND AERATION EQUIPMENT SHALL BE MAINTAINED BY THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT BEGINNING JANUARY 1, 2021.
  - THE PRESERVE SHALL BE MAINTAINED BY THE NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.

- LEGEND**
- L21 - NRC = LAKE # PER PLAT  
(LAKE 21) = (ORIGINAL LAKE #)
  - COMMUNITY DEVELOPMENT DISTRICT LAKES
  - LAKE TRACTS TO BE CONVEYED TO CDD
  - PRESERVE TRACTS TO BE CONVEYED TO HOA
  - DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD
  - LAKE LITTORAL AREA
  - ITEMS MAINTAINED BY THE NAPLES RESERVE HOMEOWNERS ASSOCIATION
  - LAKE AERATOR BUBBLERS

	<p><b>NAPLES RESERVE</b></p>		<p>888 Evans Way Naples, FL 34110 Phone: (239) 254-2888 Florida Certificate of Authorization No. 1772</p>	<p><b>HOMEOWNERS ASSOCIATION WATER FEATURES</b></p>	<p>DATE PREPARED BY: [ ]</p>	<p>DATE: 30</p>
					<p>DATE CHECKED BY: [ ]</p>	<p>DATE: 20</p>



Out back of my house and neighbor Bob



Littoral shelf on walking path that would stay

## LAKE AERATOR REPAIR AGREEMENT

**THIS LAKE AERATOR REPAIR AGREEMENT** (this “Agreement”) is made and entered into as of the 9th day of February, 2023, by and between **NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes (“District”) and **SUPERIOR WATERWAY SERVICES, INC.**, a Florida corporation (“Contractor”).

### WITNESSETH:

**WHEREAS**, the District was established by ordinance of the Board of County Commissioners of Collier County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, including surface water management systems, landscaping and other infrastructure within the Naples Reserve community; and

**WHEREAS**, included within the maintenance responsibilities of the District is the responsibility to maintain certain lake aerator systems; and

**WHEREAS**, District desires to obtain the services of Contractor concerning certain lake aerator repair within the Naples Reserve community situated in Collier County, Florida; and

**WHEREAS**, Contractor has submitted a bid proposal for provision of services to complete such lake aerator repair; and

**WHEREAS**, Contractor represents that it has expertise in the type of services that will be required for the lake aerator repair described herein.

**NOW, THEREFORE**, the parties agree as follows:

1. **RECITALS**. That the above recitals are true and correct and are incorporated herein.
2. **DESCRIPTION OF WORK AND SERVICES**.

A. The District desires that Contractor provide lake aerator repair services of the very highest quality. Following the execution of this Agreement by both parties, the Contractor shall provide the District with the specific services identified in this Agreement.

B. While providing the services identified in the Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. All work to be performed within the scope of these specifications contained herein shall be strictly managed, executed, and performed by Contractor using experienced personnel.

C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. **SCOPE OF SERVICES**. The quarterly duties, obligations, and responsibilities of Contractor are those described in the Scope of Services attached as Exhibit “A” hereto and made a part hereof (the “Work”), and those other obligations set forth herein. Contractor shall solely be responsible for

the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are met to the satisfaction of District.

**4. MANNER OF CONTRACTOR'S PERFORMANCE.** Contractor agrees to undertake the Work (as supplemented by any amendment subsequently executed by the parties or in any authorized written work order from District issued in connection with this Agreement and accepted by Contractor). All Work shall be performed in a neat and professional manner reasonably acceptable to District and shall be in accordance with industry standards in Collier County, Florida. The performance of all services by Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary or reasonably inferred for the proper provision of the Work to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. Contractor agrees that District shall not be liable for the payment of any other work or services unless District, through an authorized representative of District, authorizes Contractor, in writing, to perform such work.

C. District shall designate in writing a person to act as District's representative with respect to the services to be performed under this Agreement. District hereby designates the District Manager, or a representative of the District Manager, to act as its representative.

D. Contractor shall use all due care to protect the property of District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

E. All permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

F. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances.

G. Contractor shall honor all existing factory warranties District has on previously installed products and equipment.

H. If requested, a representative of the Contractor shall attend meetings of the District's Board of Supervisors to report on lake aerator matters.

**5. TERM/COMPENSATION.**

A. As compensation for the Work described in this Agreement, the District agrees to pay Contractor in current United States funds for the performance of the Work, the price of Two Thousand Nine Hundred Ninety-Two and 49/100 Dollars (\$2,992.49) ("Contract Price"), payable by the District upon the completion of the Work.

B. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. The District shall either (i) issue an additional work authorization on terms acceptable to both parties for the additional work or services, or (ii) the parties may agree in writing to an amendment to this Agreement for the additional work or services

(either (i) or (ii), a "Work Authorization"). In either case, the Work Authorization shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the additional work or services being authorized. Authorization of additional work or services under this Agreement shall be at the sole option of the District.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment compensation contributions, and similar payroll deductions from the wages of employees.

D. Contractor shall maintain records conforming to usual accounting practices. Contractor agrees to render quarterly invoices to District, in writing, which shall be delivered, mailed, or emailed to District by the fifth (5th) day of the month succeeding Contractor's performance of the Work. These invoices are due and payable within forty-five (45) days of receipt by District. Each invoice will include such supporting information as District may reasonably require Contractor to provide.

**6. WARRANTIES.** Contractor warrants that the Work performed and all goods delivered under this Agreement, shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. Contractor further warrants that all the Work shall be performed using Contractor's best efforts and shall be in conformance with industry standards for workmanship. By executing this Agreement, Contractor represents that it has examined carefully all of the contract documents, acquainted itself with the site, and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the Work pursuant to the Agreement. Contractor acknowledges that the Agreement documents are sufficient for the proper and complete execution of the Work.

**7. SAFETY.** Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration and all applicable laws, statutes, rules, regulations and orders. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

**8. INSURANCE.**

A. Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers' Compensation coverage, in full compliance with Florida statutory requirements, for all employees of Contractor who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.



(2) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

(3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also to include insured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

B. District, its staff, consultants, agents and supervisors shall be named as an additional insured on all policies required (excluding worker’s compensation). Contractor shall furnish District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to District. Insurance coverage shall be from a reputable insurance carrier acceptable to District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best’s Insurance Reports rating of at least A-VII.

C. If Contractor fails to have secured and maintained the required insurance, District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with District’s obtaining the required insurance.

**9. INDEMNIFICATION/HOLD HARMLESS.** Contractor assumes liability for and shall indemnify, defend and save harmless District as well as its supervisors, members, employees, officers, managers, agents, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys’ fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of Contractor’s presence within Naples Reserve for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Work area and the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates Contractor to indemnify and save harmless District for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of Contractor’s or their subcontractors at the site. Contractor understands and agrees that it is obligated and shall indemnify District for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of Contractor and its subcontractors, agents, employees, officers, directors, successors and assigns. Contractor’s obligation to indemnify and defend District is absolute, including instances where District are found potentially liable, responsible or at fault and in those instances where District’s own negligence or actions caused said damage or injury in part. Notwithstanding the above, Contractor shall not be required to indemnify and defend District for damages found by a Court to have been caused solely by District gross negligence or the willful, wanton or intentional misconduct of District or their employees, officers, directors, successors and assigns.

Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from District to Contractor as specific consideration for this indemnification. It is

understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.

**10. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**11. LIENS AND CLAIMS.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep District's property free from any construction, materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**12. TERMINATION.** District agrees that Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to District. District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets District may have against Contractor.

**13. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Agreement and not District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. Contractor agrees that it is a separate and independent enterprise from District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Contractor and District and District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. Contractor shall not incur expenses

on behalf of District, enter into any contract on behalf of District, either written or oral, or in any other way attempt to obligate or bind District except upon the express prior written approval of District.

**14. PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. The Contractor 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, the Contractor shall 1) keep and maintain public records required by the District to perform the Oversight Services; 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 the Contractor 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 the Contractor’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 the Contractor, the Contractor 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 Contractor to comply with Section 119.0701, Florida Statutes may subject the Contractor to penalties under Section 119.10, Florida Statutes. Further, in the event the Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DAPHNE GILLYARD, TELEPHONE: (561) 571-0010, EMAIL: GILLYARDD@WHHASSOCIATES.COM, AND MAILING ADDRESS: 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FL 33431.**

**15. E-VERIFY.** Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes. Contractor 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 Contractor 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 Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor 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)(j), Florida Statutes and the term “unauthorized alien” shall have such meaning as provided in Section 448.095(k), Florida Statutes.

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

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that Contractor 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 District.

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

**16. SEVERABILITY.** In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

**17. EXHIBITS.** All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

**18. COMPLETE AGREEMENT.** This Agreement (and any exhibits or proposals expressly incorporated herein) constitutes the entire and complete agreement between the parties hereto and supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to the matters herein contained.

**19. MODIFICATIONS.** This Agreement may not be amended or modified in any manner other than by an Agreement in writing signed by all of the parties hereto.

**20. WAIVER.** No waiver of any of the terms of this Agreement shall be valid, unless such is in writing and signed by the party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

**21. ASSIGNMENT.** Neither District nor Contractor may assign this Agreement without the prior written approval of the other.

**22. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**23. FLORIDA LAWS.** This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.

**24. DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.

**25. VENUE, PREVAILING PARTY ATTORNEY'S FEES AND COSTS.** In the event of litigation arising out of either party's obligations under this Agreement, sole and exclusive venue shall lie in Collier County, Florida and the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party, including but not limited to trial level fees, bankruptcy fees and appellate fees.

**26. NOTICES.** All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either hand-delivered, delivered by next-business day commercial courier (such as FedEx or UPS), mailed through the United States Postal Service, or emailed to the party to which the notice, demand, request or communication is made, as follows:

IF TO DISTRICT:

Naples Reserve Community Development District  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
[wrathellc@whhassociates.com](mailto:wrathellc@whhassociates.com) and  
[cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)

WITH A COPY TO:

Coleman, Yovanovich & Koester, P.A.  
Attention: Gregory L. Urbancic, Esq.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
[gurbancic@cyklawfirm.com](mailto:gurbancic@cyklawfirm.com)

IF TO CONTRACTOR:

Superior Waterway Services, Inc.  
6701 Garden Rd., Suite 1  
Riviera Beach, Florida 33404  
Email: \_\_\_\_\_

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto.

**27. COUNTERPARTS.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

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

**IN WITNESS WHEREOF**, the parties execute this Agreement and further agree that it shall take effective as of the date first written above.

**DISTRICT:**

**NAPLES RESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Cindy Cerbone, Assistant Secretary

By: \_\_\_\_\_  
Tom Marquardt, Chairman

Dated: \_\_\_\_\_

**CONTRACTOR:**

**SUPERIOR WATERWAY SERVICES, INC.,**  
a Florida corporation

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

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT "A"**

**SCOPE OF WORK**

Move existing aeration cabinet next to power source at road, use existing electrical conduit as airline, install valve assembly at for diffusers.

Hardware cabinet to breaker, hardwire new 220v timer

New 1/2hp 220v compressor and cooling fan new filters with silencer to help reduce compressor sound.

**\*Warranty: One year on compressors and 90 days on labor**

**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*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 6, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>December 1, 2022</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>February 2, 2023</b>	<b>Regular Meeting</b>	<b>3:00 PM</b>
<b>February 9, 2023</b>	<b>Continued Regular Meeting</b>	<b>10:30 AM</b>
<b>March 2, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>May 4, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>June 1, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>August 3, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>September 7, 2023</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>