

**NAPLES RESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

December 1, 2022

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

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

November 24, 2022

Board of Supervisors
Naples Reserve Community Development District

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

Dear Board Members:

The Board of Supervisors of the Naples Reserve Community Development District will hold a Regular Meeting on December 1, 2022 at 10:30 a.m., at the Island Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Supervisors **[SEATS 2 & 5]** (*the following to be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
4. Consideration of Resolution 2023-01, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Naples Reserve Community Development District, and Providing for an Effective Date
5. Action Items Updates
 - A. Chair
 - Matters Relating to the Littoral Shelf

- B. Supervisor Hill
 - Easement Audit Project
- 6. Service Provider Reports
 - A. SOLitude Lake Management, LLC
 - B. Napier Sprinkler, Inc.
- 7. Consideration of Cardno Inc., Professional Services Agreement Termination
- 8. Consideration of SOLitude Lake Management, LLC, Lake Aerator Maintenance Agreement Termination
- 9. Consideration of Superior Waterway Services, Inc.
 - A. Aeration Management Agreement
 - B. Aeration Repair Service Agreement
- 10. Discussion/Consideration of Lot Encroachments [Parrot Cay Lots 63, 65, 70 & 77]
- 11. Ratification of Boat Dock Encroachment Agreements
 - A. 14475 Stillwater Way
 - B. 14384 Neptune Avenue
 - C. 14563 Stillwater Way
- 12. Acceptance of Unaudited Financial Statements as of October 31, 2022
- 13. Approval of September 1, 2022 Regular Meeting Minutes
- 14. Other Business
- 15. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
 - B. District Engineer: *Hole Montes, Inc.*
 - I. Update: Hurricane Ian Inspection Report
 - II. Drainage Easements and Lake Conveyance Maps

- C. Operations Manager: *Wrathell, Hunt and Associates, LLC*
 - Lingering Homeowner Issues
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: February 2, 2023 at 10:30 A.M.
 - QUORUM CHECK

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

- 16. Public Comments
- 17. Supervisors' Requests
- 18. 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
 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**

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RESOLUTION 2023-01

A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

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

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____ is appointed Chair

_____ is appointed Vice Chair

Craig Wrathell is appointed Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Cindy Cerbone is appointed Assistant Secretary

Jamie Sanchez is appointed Assistant Secretary

2. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1ST DAY OF DECEMBER, 2022.

ATTEST:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

5B

EASEMENT AUDIT PROJECT

SCOPE

- Audit all easements between homes for compliance
- Photograph potentially problematic areas
- Make recommendations for discussion and action

OF NOTE

- No common area or lake easements are included
- This was a visual audit only. There were no measurements or surveys taken
- There are 154 total easements in scope. The maps have 152. 2 additional easements exist in Coral Harbor
- There exists still a lot of new home construction in Crane Point, Bimini Isle, and Parrot Cay
- All fences in easements are in Parrot Cay
- All 3 of the easements in Mallard Point are badly blocked
- Only visible generator is at 14182 Charthouse Ct-Easement Agreement is in place

All photos were taken Sept 14-25, 2022

FENCES

Fences with Easement Agreements in place:

14235 Charthouse Circle (Fig. 1)

14191 Charthouse Court-No fence visible (Fig. 2)

Fences approved by IStar

14355 Charthouse Circle-In the easement per DRC (Fig. 3)

14343 Charthouse Circle (Fig. 4)

Fences approved by DRC

14313 Charthouse Circle-Per DRC, should not be in the easement (Fig. 5)

Fig. 1: 14235 Charthouse Circle (and trees)



Fig. 2: Between 14191 and 14195 Charthouse Ct (and trees)



Fig. 3 - 14355 Charthouse Circle (and trees)



Fig. 4 - 14343 Charthouse Circle (and trees)



Fig. 5: 14313 Charthouse Circle (and trees)



Mallard Point

Fig. 6 14123 Nautica Ct.



Fig. 7: 14123 Nautica Ct.



Fig. 8: 14083 Nautica Ct.



Transformers, Irrigation equipment, Cable hardware

Fig. 9: Between 14714 & 14719 Leeward Dr. (and trees)



Fig. 10: 14639 Stillwater Way



Fig. 11: Between 14405 & 14401 Neptune Ave.



Fig. 12: Between 14379 & 14371 Neptune Ave (and hedges)



Fig. 13: Between 14311 & 14307 Neptune Ave (Transformer)



Fig. 14: 14684 Topsail Dr. (and palm tree)



Fig. 15: 14591 Regatta Lane (and hedges)



ALL OTHERS CONSIDERED POTENTIALLY PROBLEMATIC

Fig. 16: Between 14775 & 14771 Dockside Lane



Fig. 17: 14795 Dockside Lane



Fig. 18: Between 14792 & 14786 Spinnaker Way



Fig. 19: Between 14815 & 14819 Dockside Lane



Fig. 20: Between 14852 & 14848 Dockside Lane



Fig. 21: Between 14720 & 14724 Windward Lane



Fig. 22: Between 14617 & 14621 Kelson Circle



Fig. 23: Between 14352 & 14356 Neptune Ave.



Fig. 24: Between 14323 & 14319 Neptune Ave.



Fig. 25: 14265 Charthouse Circle



Fig. 26: Between 14262 & 14258 Charthouse Circle



Fig. 27: Between 14234 & 14230 Charthouse Circle



Fig. 28: Between 14610 & 14606 Edgewater Circle



Fig. 29: 14696 Tropical Dr.



Fig. 30: Between 14672 & 14676 Tropical Dr.



DISCUSSION/RECOMMENDATIONS

FENCES: Did IStar check in with the CDD, at the time, on their approvals? Can we confirm that 14313 Charthouse Circle is, indeed, NOT in the easement. Do we ask the homeowners at 14355 & 14343 Charthouse Circle to apply for an encroachment agreement? Do we honor all approvals?

TRANSFORMERS ETC: Can we get around all of these to gain access to the easement? Can they be moved? Do we care that they are there?

MALLARD POINT: All easements are completely blocked. There is no CDD lake access on the west side of Nautica. Action should be considered after onsite review by Engineer

ALL OTHER POTENTIALLY PROBLEMATIC EASEMENTS: Consider noticing those homeowners that they have plantings in the easement, and if we need emergency access, that they are responsible for any damage. Note that some easements are impassable. Perhaps a subset of this category is noticed specifically to remedy the situation. Note that without a survey, we don't know if some of the problem areas ARE in the easement.

Recommend noticing all homeowners of Naples Reserve of the audit... that there are many trees and bushes in the easements...that they are responsible for any damage if the CDD needs to gain access. And from a date certain forward, anything we find in the easements, that did not get DRC approval (and thus CDD approval) will be removed at their cost.

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

6A



Work Order
 Work Order Number 00054546
 Created Date 11/17/2022

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

Work Details

Specialist Assigned EGGY SUAREZ
 Comments to Customer Resource

Work Order Assets

Asset	Status	Product Work Type	Specialist Comments to Customer
Naples Reserve CDD - Lake All	Inspected		INSPECTED ALL LAKES FOR GRASSES, ALGAE AND AQUATIC PLANTS. ALLIGATOR AND HERONS OBSERVED. EXTREMELY WINDY.

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. ALLIGATOR AND HERONS OBSERVED. EXTREMELY WINDY.



Work Order
 Work Order Number 00054547
 Created Date 11/28/2022

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

Work Details

Specialist Assigned EGGY SUAREZ
 Comments to Customer Resource

Work Order Assets

Asset	Status	Product Work Type	Specialist Comments to Customer
Naples Reserve CDD - Lake All	Treated		Treated lake 16 and 21A for grasses on littorals and shorelines. Scattered Rain.

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		Treated lake 16 and 21A for grasses on littorals and shorelines. Scattered Rain.

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

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Cardno Contract ID / Project ID: E919055200

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

“Cardno”

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

“Client”

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

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

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

Fee Type: Monthly Fee

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

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

Scope of Services:

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

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

Special Conditions:

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

ARTICLE 1: ACCESS TO SITE (if applicable)

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

ARTICLE 2: PAYMENT

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

ARTICLE 3: INDEMNIFICATION

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

ARTICLE 4: LIMITATION OF LIABILITIES

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

ARTICLE 5: TERMINATION:

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

ARTICLE 6: FORCE MAJEURE

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

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

ARTICLE 7: ASSIGNMENT

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

ARTICLE 8: OWNERSHIP OF DOCUMENTS

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

ARTICLE 9: CONFIDENTIALITY

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

ARTICLE 10: NOTICES

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

ARTICLE 11: NON-SOLICITATION

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

ARTICLE 12: WAIVER

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

ARTICLE 13: GOVERNING LAW

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

ARTICLE 14: LEGAL CONSTRUCTION

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

ARTICLE 15: ENTIRE AGREEMENT

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

ARTICLE 16: E-VERIFY

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

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

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

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


ARTICLE 17: PUBLIC RECORDS


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

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

Cardno, Inc.

Naples Reserve CDD c/o Wrathell, Hunt and Associates

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

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

Client Invoicing Instructions:

Invoices should be sent via:

Email US Mail

Invoice are sent to the attention of:

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

Invoices must reference:

Additional Instructions:

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

8

LAKE AERATOR MAINTENANCE AGREEMENT

THIS LAKE AERATOR MAINTENANCE AGREEMENT (this "Agreement") is made and entered into as of the 1st day of January, 2022, by and between **NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes ("District") and **SOLITUDE LAKE MANAGEMENT, LLC**, a Virginia limited liability company ("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 maintenance 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 maintenance; and

WHEREAS, Contractor represents that it has expertise in the type of services that will be required for the lake aerator maintenance 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 maintenance services of the very highest quality. Contractor's services pursuant to the Agreement shall commence as of January 1, 2022 ("Commencement Date").

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. 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.

B. 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.

C. 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.

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

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

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

G. 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. The term of the Agreement shall be from the Commencement Date through December 31, 2022 (the "Term"), unless terminated prior to that time pursuant to the provisions set forth herein. Thereafter, this Agreement will be automatically extended for additional one (1) year periods pursuant to the terms hereof (hereinafter, "Annual Renewal Term") unless otherwise terminated or either party provides written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Term or Annual Renewal Term, as applicable. Each Annual Renewal Term shall be on the same terms and conditions as the immediately preceding Term or Annual Renewal Term, as applicable, unless agreed upon in writing by the parties.

B. The District shall pay Contractor in current United States funds for the performance of the Work, the price of One Thousand Two Hundred and No/100 Dollars (\$1,000.00) per annum ("Contract Price"), payable by the District in quarterly installments of Two Hundred Fifty and 00/100 Dollars (\$250.00).

C. 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 bring authorized. Authorization of additional work or services under this Agreement shall be at the sole option of the District.

D. 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.

E. 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 and
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

IF TO CONTRACTOR:

Solitude Lake Management, LLC
5869 Enterprise Pkwy
Fort Myers, FL 33069
Email: JModing@solitudelake.com

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 or 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.

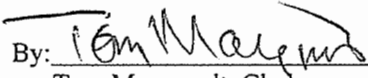
DISTRICT:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:



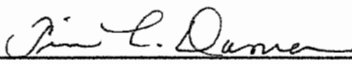
Cindy Cerbone, Assistant Secretary


By: _____
Tom Marquardt, Chairman

Dated: 12/2/2021

CONTRACTOR:

SOLITUDE LAKE MANAGEMENT, LLC,
a Virginia limited liability company

By: 

Name: Trina L. Duncan

Title: Business Manager

Dated: 12/13/2021

EXHIBIT "A"

SCOPE OF WORK

Submersed Air Diffuser Aeration System Maintenance:

1. Contractor will service the listed Diffused Aeration Systems **four (4) times per year** on a quarterly basis as follows:
 - Compressor will be tested to ensure proper operation.
 - Piston Compressor cups, rings, and seals will be changed annually as needed
 - Cabinet Cooling Exhaust Fan will be checked to ensure proper operation.
 - Compressor Air Filter / Muffler Assembly will be checked, cleaned, and replaced as needed.
 - Apply Max air pressure and adjust each diffuser for proper airflow and performance.
2. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the client.
3. All replacement parts required for proper maintenance of the aeration systems will be billed as an additional charge.
4. Any significant problems / malfunctions that are discovered during the maintenance service which are no longer under warranty, which are not part of routine maintenance, and that will require additional labor and/or parts, will be written up and submitted to the client for his / her approval prior to proceeding with the work including piston cups and seals.

Service Reporting:

1. Client will be provided with a quarterly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

General Qualifications:

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

9A



AERATION MANAGEMENT AGREEMENT

This agreement, dated October 6, 2022, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Naples Reserve CDD
C/o: Wrathell, Hunt and Associates, LLC
9220 Bonita Beach Rd SE UNIT 214
Bonita Springs, FL 34135
Attn: Shane Willis

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aeration sites:

Service two (2) Lake Aeration Systems, at Naples Reserve in Collier County, FL

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

Aeration Maintenance **\$250.00 / Quarterly**

Four (4) services per year done quarterly basis

3. Schedule of payment: First quarter's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal quarterly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.

6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Rd., Suite 1 Riviera Beach, FL 33404. CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products.
7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.

Aeration Maintenance –

- Replace piston cups and seal / Vane once a year as needed
- Adjust air manifold and pressure relief valves to insure optimal performance
- Replace air filters per manufacture specifications
- Clean cabinet interior
- Inspect system
- Clean muffler intake assembly
- Inspect cooling fan
- Remove excessive grass/weed growth from around compressor cabinet(s) to maintain optimal air flow & operating temperature
- Apply ant bait if necessary
- Lubricate cabinet hinges and barrel locks
- Test and reset GFI circuitry
- Inspect & repair airline supply tubing and fittings above the waterline
- Apply max air pressure and adjust each diffuser for proper airflow and performance
- If any problems are found during service or aerator is malfunctioning in any way technician will perform a complete troubleshoot to determine problem and customer will be given a written proposal for approval prior to work be done
- * No parts or special repairs are included other than parts already specified**
- * Additional repairs will be invoiced separately**

Management Reporting – A comprehensive report filled out each visit for the specific activity performed on the property and provided to Customer.

10. SWS will provide CUSTOMER with certificates of insurance, which are incorporated herein by reference. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.

11. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.

12. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER

DATE

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

9B

**SUPERIOR WATERWAY
SERVICES, INC.**



SERVICE AGREEMENT AERATION REPAIR

October 6, 2022

Naples Reserve CDD
C/o: Wrathell, Hunt and Associates, LLC
9220 Bonita Beach Rd SE UNIT 214
Bonita Springs, FL 34135
Attn: Shane Willis

Terms: Net 30 days

<u>DESCRIPTION</u>	<u>AMOUNT</u>
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 colling fan new filters with silencer to help reduce compressor sound. Total parts and labor	Total: \$2,992.49

***Warranty: One year on compressors and 90 days on labor**
***This offer is good for ninety (90) days from date of quotation**

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER ACCEPTANCE - The above prices, specifications, and conditions are satisfactory and are hereby accepted.

By: _____

By: _____

Dated: _____

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

10

NAPLES RESERVE EASEMENT ENCROACHMENTS

Location(s), History & Current Status

LOCATIONS

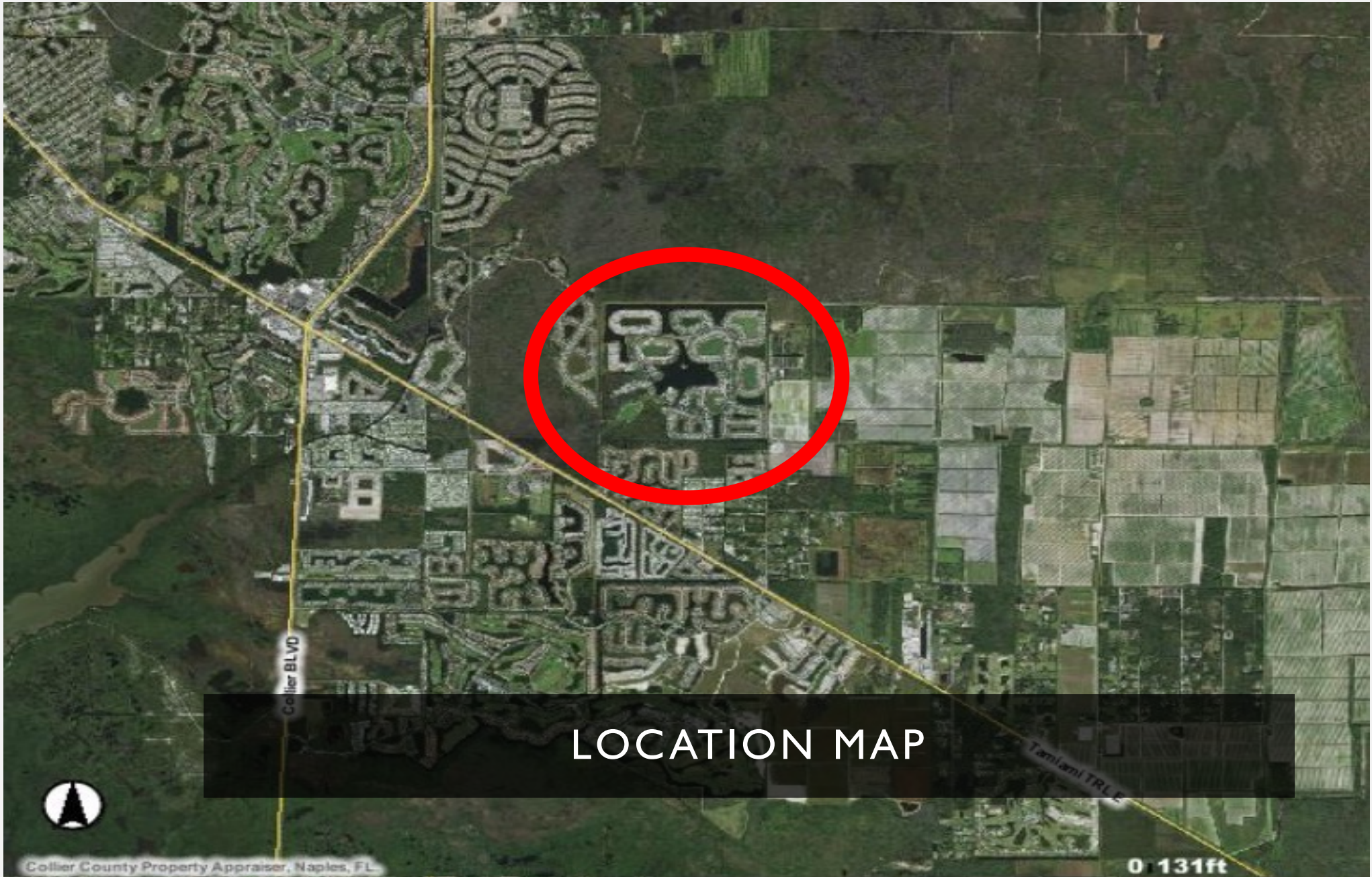
NAPLES RESERVE COMMUNITY

LOTS 63, 65, 70, & 77

Parrot Cay subdivision (PB 58, P 75)



LOCATION MAP: NAPLES RESERVE



LOCATION MAP



LOCATION MAP: LOTS 63, 65, 70 & 77
PARROT CAY SUBDIVISION (PB 58, P 75)

PLAT, HISTORY & CURRENT STATUS

Permitting & construction, current status

PARROT CAY

A REPLAT OF PART OF TRACT FD2, NAPLES RESERVE, PHASE I
PLAT BOOK 53, PAGES 89-101
SECTION 1, TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA



DEDICATIONS/RESERVATIONS

STATE OF FLORIDA
COUNTY OF COLLIER

KNOW ALL MEN BY THESE PRESENTS THAT 391 NAPLES RESERVE, LLC AND PARROT CAY HOLDCO LLC, THE OWNER(S) OF THE LANDS DESCRIBED HEREON, HAVE CAUSED THIS PLAT ENTITLED PARROT CAY, A REPLAT OF PART OF TRACT FD2 OF NAPLES RESERVE, PHASE I, PLAT BOOK 53, PAGES 89-101, RELATIVE TO THE SECTION 1, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, TO BE MADE AND DO HEREBY:

A. RESERVE TO THE NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION:

1. TRACT "A1" (SHARPSHOVE DRIVE AND SHARPSHOVE COURT) AND "B1" (NAPLES RESERVE DRIVE) AS SHOWN HEREON FOR PRIVATE ROAD RIGHT OF WAY (N/A) PURPOSES SUBJECT TO THE REQUIREMENTS SPECIFIED HEREON WITH FURTHER MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITH NO RESPONSIBILITY FOR MAINTENANCE TO COLLIER COUNTY.

2. TRACTS "D1", "D2" AND "D3" AS SHOWN HEREON FOR ACCESS EASEMENTS (WELL DRAINAGE EASEMENTS) OVER COMMON OPEN AREAS, LANDSCAPE AREAS AND RECREATION PURPOSES, WHICH FURTHER SHALL BE SUBJECT TO LANDSCAPING, FURNITURE, SEASONS AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITH NO RESPONSIBILITY FOR MAINTENANCE TO COLLIER COUNTY.

3. TRACT "B2C1" FOR THE DEVELOPMENT OF RECREATION FACILITIES, FURNITURE, SEASONS, AND COMMON AREAS WITH RESPONSIBILITY FOR MAINTENANCE.

RESERVE TO NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

1. ALL ACCESS EASEMENTS (A2) AS SHOWN HEREON FOR EXPRESS AND EGRESS WITH RESPONSIBILITY FOR MAINTENANCE.

2. ALL DRAINAGE EASEMENTS (D2) FOR STORMWATER MANAGEMENT PURPOSES, INSTALLATION, REPAIR AND MAINTENANCE OF THE DRAINAGE AND DRAINAGE SYSTEMS WITH RESPONSIBILITY FOR MAINTENANCE.

3. ALL LAND MAINTENANCE EASEMENTS (L2) AS SHOWN HEREON FOR ACCESS AND MAINTENANCE OF THE LANDS WITH RESPONSIBILITY FOR MAINTENANCE.

4. ALL UTILITY EASEMENTS (U2) AS SHOWN HEREON FOR INSTALLATION AND MAINTENANCE OF ALL UTILITY SERVICES (ELECTRIC, GAS, WATER, SEWER, TELEPHONE, CABLE, FIBER OPTIC, AND OTHER SERVICES) WITH RESPONSIBILITY FOR MAINTENANCE.

5. TRACT "L1" WITH RESPONSIBILITY FOR MAINTENANCE.

RESERVE TO COLLIER COUNTY

1. A NON-EXCLUSIVE ACCESS EASEMENT (A3) OVER AND ACROSS TRACT "B1" AND "B2" FOR USE BY HOMEOWNERS ADJACENT TO THE LOCATION OF THESE AREAS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, FURNITURE, SEASONS, AND UTILITY SERVICES, SUBJECT TO THE REQUIREMENTS SPECIFIED AND SHOWN HEREON WITHOUT RESPONSIBILITY FOR MAINTENANCE.

2. ALL DRAINAGE EASEMENTS (D3) AS SHOWN HEREON WITHOUT RESPONSIBILITY FOR MAINTENANCE.

3. ALL LAND MAINTENANCE EASEMENTS (L3) AS SHOWN HEREON WITHOUT RESPONSIBILITY FOR MAINTENANCE.

4. RESERVE TO COLLIER COUNTY WATER-SEWER DISTRICT:

1. ALL UTILITY EASEMENTS FOR POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER SYSTEMS (OR PORTIONS THEREOF) AND SEWER, GAS, ELECTRIC, CABLE, FIBER OPTIC, AND OTHER SERVICES, AS PROVIDED TO THE COLLIER COUNTY WATER-SEWER DISTRICT TO INSTALL, OPERATE AND MAINTAIN POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER UTILITY SYSTEMS (OR PORTIONS THEREOF) WITHIN THE PLATED AREA WITH NO RESPONSIBILITY FOR MAINTENANCE.

2. APPLICABLE POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER SYSTEMS OR PORTIONS THEREOF CONSTRUCTED WITHIN THE PLATED AREA IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH HEREON SHALL BE CONVEYED TO THE BOARD AS THE EX-OFFICIO CHAIRMAN OF THE WATER-SEWER DISTRICT UPON ACCEPTANCE OF THE ADDRESS, UTILITIES, AND/OR IMPROVEMENTS REQUIRED BY THE PLAN.

6. RESERVE TO COLLIER COUNTY, IT'S FRANCHISEE AND THE GREATER NAPLES FIRE RESCUE DISTRICT:

1. A NON-EXCLUSIVE ACCESS EASEMENT (A4) OVER AND ACROSS TRACT "B1" AND "B2", FOR THE PURPOSE OF PERMITTING SUBJECTS AND OTHER SERVICE VEHICLES ACCESS, WITHOUT RESPONSIBILITY FOR MAINTENANCE.

7. RESERVE TO ALL LEASES OR FRANCHISED PUBLIC OR PRIVATE UTILITIES:

1. A NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (A5) AS SHOWN HEREON FOR PUBLIC UTILITY PURPOSES, INCLUDING CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THESE RECREATION FACILITIES, INCLUDING CABLE TELEVISION SERVICES, PROVIDED THAT SUCH USES BE SUBJECT TO AND NOT IN CONFLICT WITH THE USE BY THE COLLIER COUNTY WATER-SEWER DISTRICT AS THE EX-OFFICIO CHAIRMAN OF SAID DISTRICT. THE REQUIREMENTS OF ANY OTHER PUBLIC UTILITY IF WILL BE SOLELY RESPONSIBLE FOR SAID SERVICES.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

NOTE: SEE SHEET 2 FOR LEGAL DESCRIPTION

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED AND
THE SEAL OF A.P.R.L., 2015, A.D.

Juan V. Mayle
JUAN V. MAYLE
PRESIDENT NAME
W. Terry Cole
W. TERRY COLE
PRESIDENT NAME
W. Terry Cole
W. TERRY COLE
PRESIDENT NAME

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF April, 2015, A.D.

BY DONALD E. WARD, JR., VICE PRESIDENT OF PARROT CAY HOLDCO LLC, ON BEHALF OF THE COMPANY AND IS PERSONALLY KNOWN TO ME OR HAS PROVIDED

(OFFICIAL SEAL)
NOTARY PUBLIC SIGNATURE
Craig Lyttel
NAME (PLEASE PRINT) OF CLERK
FF-177296
TOTAL NUMBER OF COPY
BY COMMISSION EXPIRES 7-13-2019

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF April, 2015, A.D.

BY DONALD E. WARD, JR., VICE PRESIDENT OF 391 NAPLES RESERVE, LLC, ON BEHALF OF THE COMPANY AND IS PERSONALLY KNOWN TO ME OR HAS PROVIDED

(OFFICIAL SEAL)
NOTARY PUBLIC SIGNATURE
Craig Lyttel
NAME (PLEASE PRINT) OF CLERK
FF-177296
TOTAL NUMBER OF COPY
BY COMMISSION EXPIRES 7-13-2019

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF COLLIER

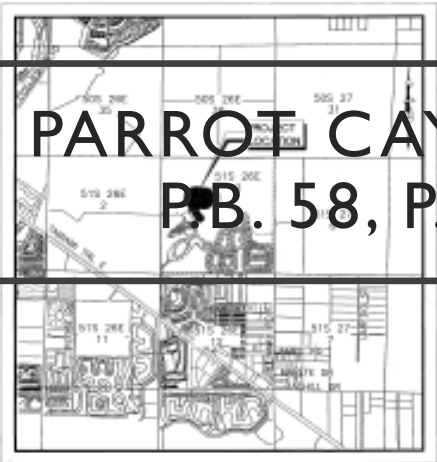
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF April, 2015, A.D.

BY DONALD E. WARD, JR., VICE PRESIDENT OF 391 NAPLES RESERVE, LLC, ON BEHALF OF THE COMPANY AND IS PERSONALLY KNOWN TO ME OR HAS PROVIDED

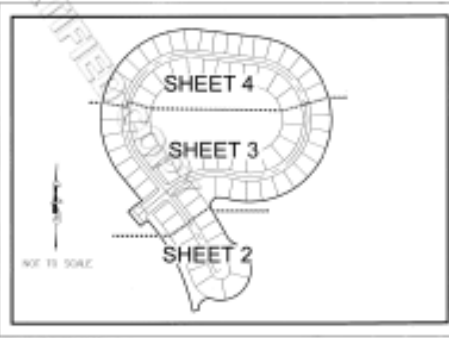
(OFFICIAL SEAL)
NOTARY PUBLIC SIGNATURE
Craig Lyttel
NAME (PLEASE PRINT) OF CLERK
FF-177296
TOTAL NUMBER OF COPY
BY COMMISSION EXPIRES 7-13-2019

GENERAL NOTES

- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
- DEADENDS ARE OWNED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER 11/10 OF SECTION 1, AS SHOWN ON THE PLAN OF NAPLES RESERVE, PHASE I, RECORDED IN PLAT BOOK 53, PAGES 89 - 101, AS HAVING AN ADJACENT BEARING OF SOUTH 89°55'21" WEST.
- THIS PROJECT LIES WITHIN THE NAPLES RESERVE WPA00000000 #10-25.
- PROPERTY SUBJECT TO "COVENANTS AND RESTRICTIONS" AS RECORDED IN OFFICIAL RECORDS BOOK 455 PAGE 3586, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



PROJECT LOCATION



SHEET KEY MAP

- LEGEND
- AE = ACCESS EASEMENT
 - CE = CHORD LINE
 - DS = CHORD BEARING
 - DSE = COUNTY UTILITY EASEMENT
 - DE = DRAINAGE EASEMENT
 - E = EGRESS EASEMENT
 - MC = MC LEASE
 - ME = LAND MAINTENANCE EASEMENT
 - NR = NON-ROAD
 - PS = PLAT BOOK
 - PO = POINT OF BEGINNING
 - PL = PUBLIC UTILITY EASEMENT
 - PR = PRICES
 - RO = RIGHT-OF-WAY
 - SP = SOLAR PANEL
 - CA = COLLA ANGLE
 - PA = PERM. SET 5/8" FROM FIN WITH CAP STAMPED "1/4 IN. LD. 600"
 - PS = PERM. SET 1/4" WITH DGH STAMPED "TOP 1/4 600"

NOT A CERTIFIED COPY

STATE OF FLORIDA
COUNTY OF COLLIER

THE PLAT APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT OF COLLIER COUNTY, FLORIDA, THIS 23rd DAY OF April, 2015, A.D.

Juan V. Mayle
JUAN V. MAYLE
COUNTY ENGINEER

COUNTY SURVEYOR

THIS PLAT RECEIVED BY THE COLLIER COUNTY SURVEYOR THIS 23rd DAY OF May, 2015, A.D.
Thomas J. Bernier
THOMAS J. BERNIER, P.E., S.F.S.
COLLIER COUNTY SURVEYOR

COUNTY ATTORNEY

THIS PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY THIS 23rd DAY OF May, 2015, A.D.
Scott A. Dine
SCOTT A. DINE
ASSISTANT COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL

THIS PLAT APPROVED FOR RECORDING IN A REGULAR OPEN MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THIS 23rd DAY OF May, 2015, A.D. PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COLLIER COUNTY, FLORIDA.

T. Dine
TIM DINE, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS,
COLLIER COUNTY, FLORIDA

Dr. Dewey...
DR. DEWEY...

FILING RECORD

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I HEREBY CERTIFY THAT SAID PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 58, PAGE 10, THIS 23rd DAY OF June, 2015, A.D. AND DELIVERED TO THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

Dr. Dewey...
DR. DEWEY...

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY OF THE PROPERTY DESCRIBED BY MC, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177(4)(F) FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES. IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS WILL BE SET PRIOR TO THE RECORDED OF THIS PLAT AND THAT THE PERMANENT CONTROL POINTS ARE LOCATED AND SET PRIOR TO FINAL ACCEPTANCE OF THE REQUIRED APPROVEMENTS.

Michael A. Ward
MICHAEL A. WARD, P.E., L145281

B. DEDICATE TO NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT:

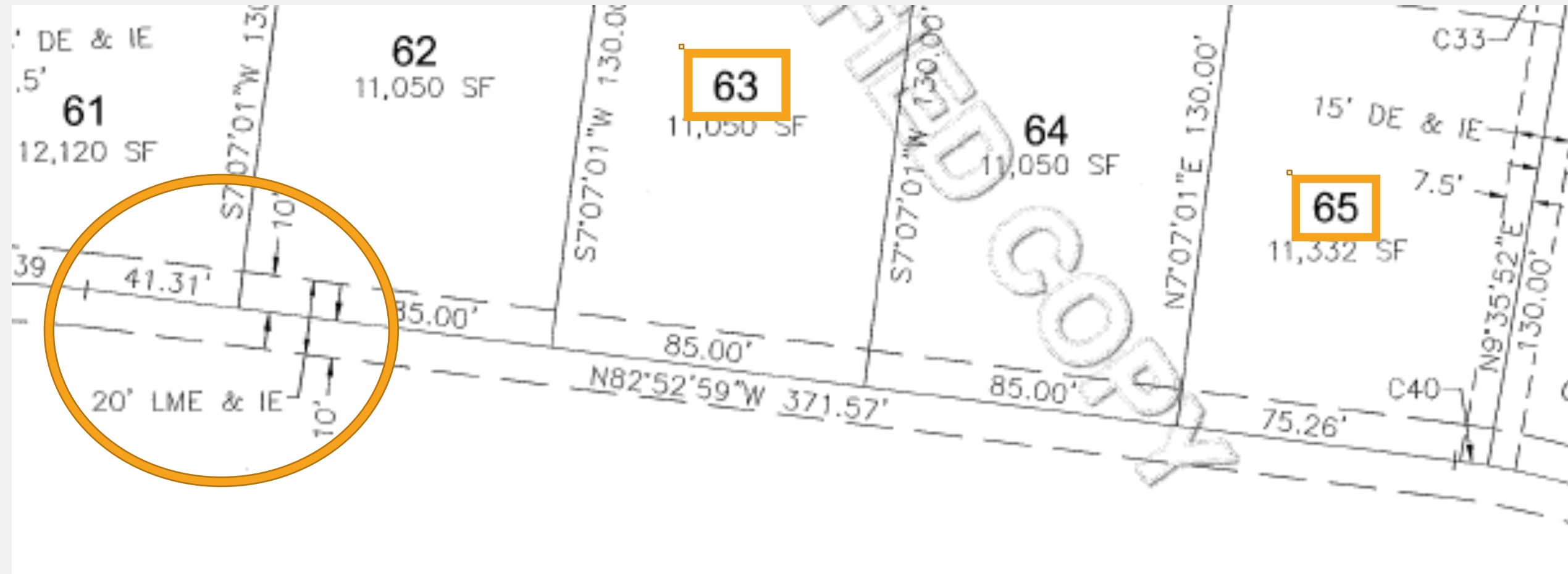
1. ALL ACCESS EASEMENTS (AE) AS SHOWN HEREON FOR INGRESS AND EGRESS WITH RESPONSIBILITY FOR MAINTENANCE.
2. ALL DRAINAGE EASEMENTS (DE) FOR STORMWATER MANAGEMENT PURPOSES, INSTALLATION, REPAIR AND MAINTENANCE OF THE DRAINAGE AND STORMWATER SYSTEMS WITH RESPONSIBILITY FOR MAINTENANCE.
3. ALL LAKE MAINTENANCE EASEMENTS (LME) AS SHOWN HEREON FOR ACCESS AND MAINTENANCE OF THE LAKES WITH RESPONSIBILITY FOR MAINTENANCE.
4. ALL IRRIGATION EASEMENTS (IE) AS SHOWN HEREON FOR INSTALLATION AND MAINTENANCE OF THE IRRIGATION DISTRIBUTION LINES, WITH RESPONSIBILITY FOR MAINTENANCE.
5. TRACT "L1" WITH RESPONSIBILITY FOR MAINTENANCE.

PARROT CAY PLAT - DEDICATIONS
P.B. 58, P.75

C. DEDICATE TO COLLIER COUNTY:

1. A NON-EXCLUSIVE ACCESS EASEMENT (AE) OVER AND ACROSS TRACT "R1" AND "R2" FOR USE BY GOVERNMENT VEHICLES IN THE EXECUTION OF THEIR DUTIES, INCLUDING BUT NOT LIMITED TO EMERGENCY MEDICAL SERVICE, FIRE DEPARTMENT SERVICE, AND UTILITY SERVICE, SUBJECT TO THE EASEMENTS DEDICATED AND SHOWN HEREON WITHOUT RESPONSIBILITY FOR MAINTENANCE.
2. ALL DRAINAGE EASEMENTS (DE) AS SHOWN HEREON WITHOUT RESPONSIBILITY FOR MAINTENANCE.
3. ALL LAKE MAINTENANCE EASEMENTS (LME) AS SHOWN HEREON WITHOUT RESPONSIBILITY FOR MAINTENANCE.

THE EASEMENTS – LOTS 63 & 65

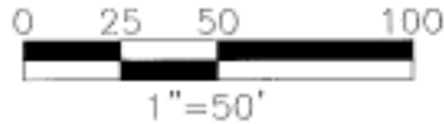


THE EASEMENTS – LOTS 70 & 77

28.77'
34.68'
39.44'
35.43'
44.87'
10.00'
40.00'

L16	N55°20'45"E	35.75'
L17	N39°55'02"W	12.76'
L18	N69°36'47"E	26.98'
L19	N69°36'47"E	58.67'
L20	N39°55'02"W	0.78'
L21	N55°20'45"E	15.06'

TRACT L1
(LAKE, DE)



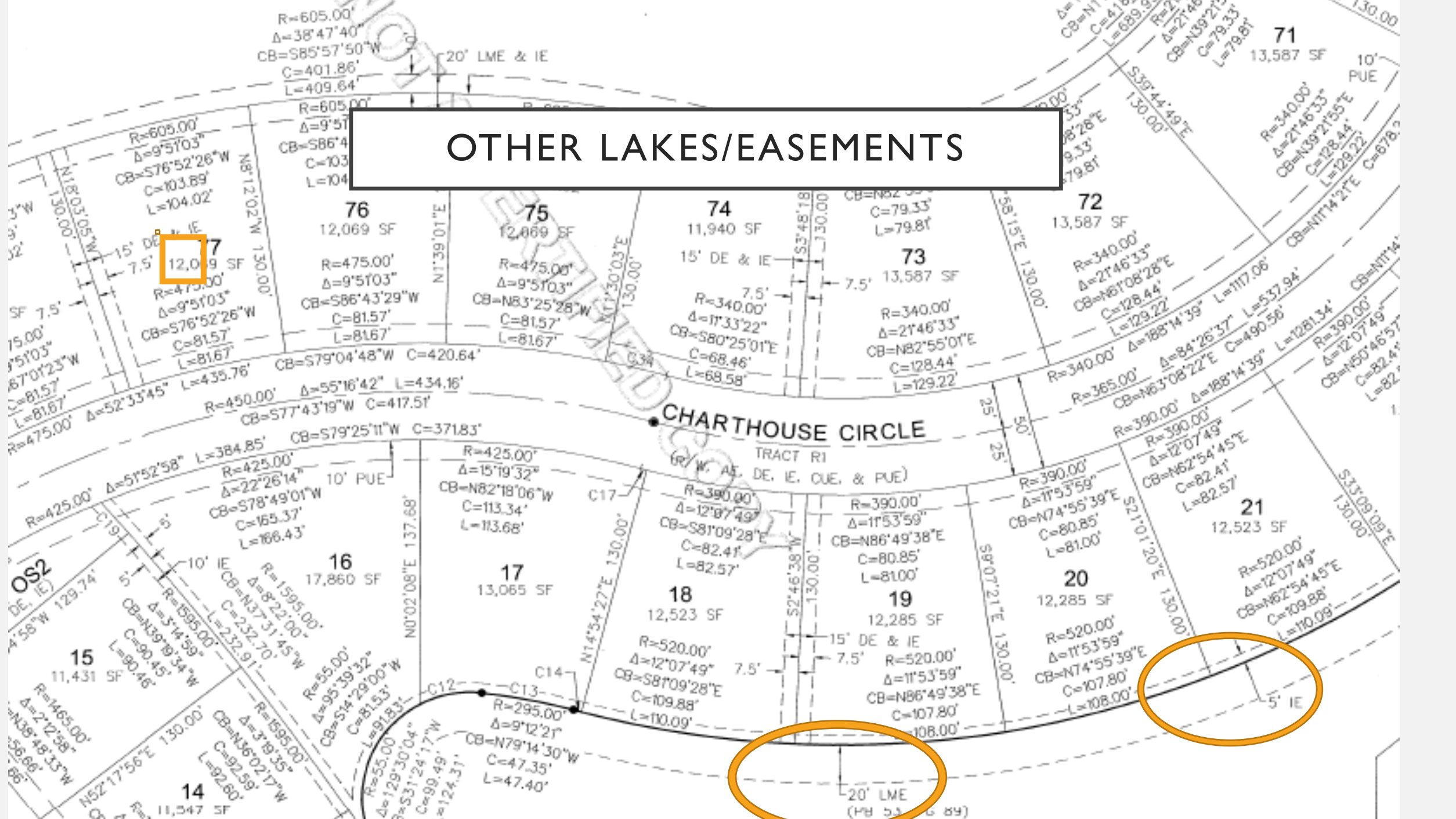
OTHER LAKES/EASEMENTS

12.09 SF

CHARTHOUSE CIRCLE

20' LME
(PH 53 6 89)

5' IE



19

12,285 SF

15' DE & IE

7.5' R=520.00'

$\Delta=11^{\circ}53'59''$

CB=N86°49'38"E

C=107.80'

L=108.00'

21"E 130.00'

12,285 SF

R=520.00'

$\Delta=11^{\circ}53'59''$

CB=N74°55'39"E

C=107.80'

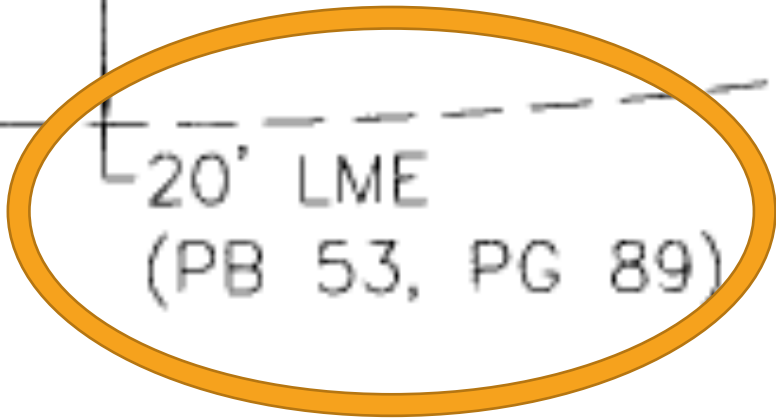
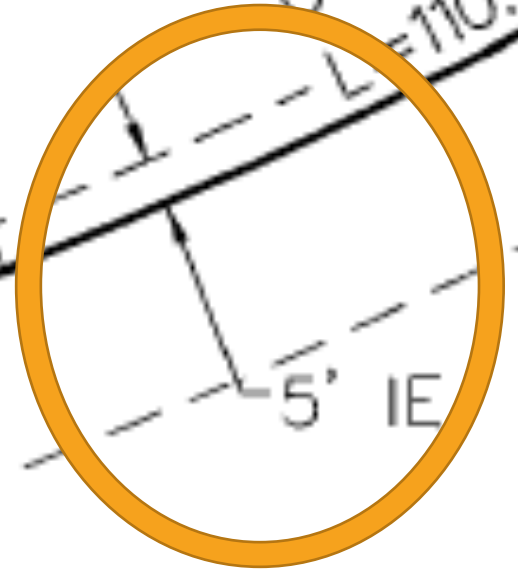
L=108.00'

130.00'

$\Delta=12^{\circ}$
CB=N62°54'
C=109.88'

L=110.00'

5' IE



20' LME

(PB 53, PG 89)

OTHER LAKES/EASEMENTS
(CONT.)

LOT 63

- **PRBD20210416640**: Permit issued for construction of house, enclosed lanai, and pool
 - **STATUS**: Entire house is built, and the permit is in “Inspections commenced” status
- **PRSPL20220944470**: Permit for construction of pool and spa
 - **STATUS**: Rejected

LOT 65

- **PRBD20210839963**: Permit issued for construction of house, enclosed lanai, and pool
 - **STATUS**: Entire house is built, and the permit is in “Inspections commenced” status
- **PRSPL20220944477**: Permit for construction of pool and spa
 - **STATUS**: Rejected

LOT 70

- **PRBD20200835306: Building permit issued for construction of house, enclosed lanai, and pool**
 - **STATUS: House is built, and the permit is in “Inspections commenced” status**
- **PRBD20210522011: Building permit issued for construction of pool and spa**
 - **STATUS: Pool is fully-built; permit in “Inspections commenced” status**

***Property owner has been fined \$5,000 by HOA for property condition; multiple code enforcement cases opened**

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
VACATIONS/EASEMENT USE
AGREEMENTS**

COLLIER COUNTY

- Prior to submitting applications to vacate, the property owners have been working with the County.
- County is reviewing the owners' proposed vacation requests, and has requested the CDD's and community's position as part of their 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, the property owners will take anything that will allow them to proceed with their plans.



2430 Vanderbilt Beach Road
 Suite# 302
 Naples, Florida 34108
 phone: 239.920.5700
 fax: 888.501.1707
 www.ktsgrp.com

PROJECT START DATE:
 11.08.2023
 DRAWN BY: BLK
 PERMIT SET:
 04.01.2021

OVERHEAD DRONE PHOTO
 14301 Chathamhouse Cir
 Naples, FL 34114
 LOT 63

REVISIONS

SCALE

SITE PLAN
A 1.0

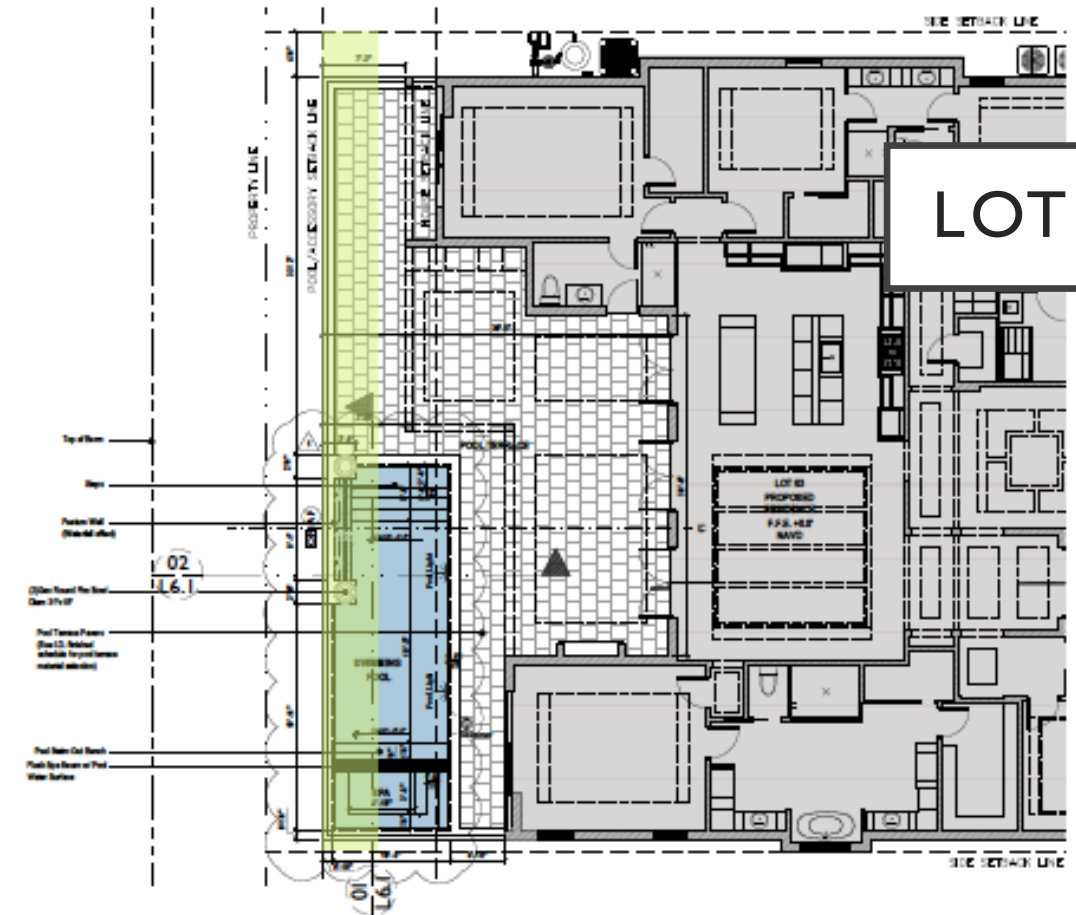
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**LOT 63: 14301 CHATHAMHOUSE CIRCLE
 DRONE/VACATION AREA**





LOT 63: LAYOUT / IMPACT



- Top of Stem
- Stem
- Posture Wall (Shoulder)
- 02 1.6.1
- Pool Terrace Floor (See 02 Detail sheets for pool terrace material selection)
- Pool Terrace Deck (Pool Terrace)

- Notes:**
- Pool Contractor is responsible to field verify that existing elevation with GC prior to pool abate. Refer to Grading/Drainage Plan (3-4) for all Pool area elevation information.
 - Any pool plumbing relocation required by the Landscape Contractor shall be performed by the Pool Contractor.
 - Existing Contractor is responsible to field verify that all sleeves for drainage, irrigation and electrical have been laid prior to concrete installation (see to sheets 4 for locations).
 - See Detail sheets for manufacturer data.

HP Hardscape & Layout Plan - Rear

Scale: 3/16" = 1'-0"

Pool Specifications

Skid Lights	Posture 02a Bright Return
Pool Lights	Posture 02a Bright Return
Deck/Gutters Lights	Posture 02a Bright Return
Pool Cover	Posture or Jandy CR
Circulation Pump	Posture or Jandy Variable Speed
Pressure Pump	Posture or Jandy
Sanitization	Posture or Jandy Chlorine Generator
Main Drain	Per State Code Requirements
Auto Fill	Lavender Auto Fill
Pool Controller	See 02a, Finish Schedule For Selection
Pool Deck	See 02a, Finish Schedule For Selection
Waterline Tile	Glass Tile - \$30.00 sq. ft. minimum
Handrail	N/A
Ladder	N/A
Interior Finish	See 02a, Finish Schedule For Selection
Wine Shelf - 02a	See 02a, Finish Schedule For Selection
Beach Tile	See 02a, Finish Schedule For Selection
Automation	Aquatic WiFi or PDA, Variable
Heater	Posture or Jandy Model R Heat Pump
Skimmer Lids	Handrail To Match Pool Deck

- Paving Installation Notes (Pool Terrace Area):**
- The General contractor and all subsequent Sub Contractors are to conform to all applicable State, County and Community codes.
 - Any and all areas under construction shall be brought to the attention of Environmental Design Studio (EDS) prior to construction.
 - The Finish Floor (finish) provided by the architect. All elevations shown are based upon that information.
 - Construction shall verify TOE of any discrepancies upon completion of framing & prior to pouring concrete.
 - Pavers are to be inspected and accepted prior to installation. Defects including color and texture variations, shall be rejected at the time of installation. Cracked appearance defects which can be reduced or corrected with replacement pavers to be accepted prior to replacement of an entire area.
 - Color and pattern of pavers are as specified on the plans. A color sample of the pavers shall be submitted by the sub-contractor prior to installation for approval. Pavers shall be made with two color color pigments at average rates to ensure of industry standards to ensure greater color tone and to withstand south Florida sunlight. The best results in maintaining color range consistency. Initial pavers from different pallets at a site.
 - All the size of delivery of pavers to the site. The average compression strength shall meet minimum of 8,000 psi, as specified by ASTM. Absorption rate shall not be greater than 16%. All units shall be free of defects and minor cracks that interfere with installation or strength of the construction.
 - Soil and joint sand shall be dry and free of salts or other organic matter likely to cause efflorescence. Shoulder base material shall comply with ASTM standards.
 - The paver contractor also must be equipped of all types, materials or compressional materials in the pavers as specified. Compacted base material (TBM) shall be 4" for pedestrian walk and public construction, and 7" (min) for roadway paving with construction after completion.
 - Adequate edge restraints shall be installed vertically down into the granular base along all open abutted pavers (except for poured in place concrete curbs or concrete benches). All installed edge restraints shall be supported by a compacted base.
 - All joints surface granular and concrete beds shall have a minimum slope of 2% (1/2" per foot). Slopes are to be established in appropriate direction and away from any unretained edges. Compacted concrete shall be installed as needed to meet grades at new building concrete slabs, sidewalks, walls, and curbs.
 - Paver pattern joint spacing must be consistent and between 1/8" and 1/16". Paving pattern alignment shall be made with string lines or chalk lines on building used to hold all lines and dimensions true. After cutting and installing pavers, the area shall be swept clean to identify tapered the surface for defects in color or pattern.
 - After inspection the pavers shall be compacted with a plate compactor capable of a 1,000 pound compression force. Joint sand shall be spread over the pavers and troweled to fill the joints followed by additional compaction to settle the sand joints.
 - The paving contractor is responsible for verification and location of all underground utilities. Damage to utilities shall be repaired by the paving contractor at no additional cost to the owner.
 - The paving contractor shall be responsible for maintaining access to the job site during construction to prevent pedestrian safety to create access. The paving contractor is also responsible for daily and final job cleanup, and hauling away all excess construction material.
 - When dimensions shall take precedence over stated dimensions per ASTM standards.
 - Paving Contractor is responsible for all applicable existing utility lines that impact that area.
 - The design integrity, landscape architect maintains the right to adjust final conditions as set out in the text.

- Legend**
- Detail Section Reference
 - 2" Sleeve w/ Sleeve
 - 62 4" Sch 40 PVC Sleeve
 - Over Flow
 - Auto Fill
 - PoolGas Light
 - Skimmer

FOR INFORMATION ONLY - NOT FOR CONSTRUCTION
CALL "TURNING 811" BEFORE DIGGING
Dial 811 or visit www.turning811.com

LOT 63 - Miano Residence
1-430 | Charrhouse Cir
Naples, FL 34114



Scale: 3/16" = 1'-0"

The design and all content thereof are the intellectual property of Environmental Design Studio, LLC. This shall not be used, reproduced or resold without the written consent of Environmental Design Studio, LLC.

HARDSCAPE & LAYOUT - REAR

Scale	3/16" = 1'-0"
Date	02.23.24
Project No.	

L-03



**LOT 65: 14293 CHARTHOUSE CIRCLE
DRONE/VACATION AREA**

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KTS GROUP
Imagine. Design. Build.

2430 Vanderbilt Beach Road
Suite 302
Naples, Florida 34108
phone: 239.850.8700
fax: 888.501.1707
www.ktsgp.com

PROJECT START DATE
11.04.2022
DRAWN BY: BLK
PERMIT SET:
06.10.2021

OVERHEAD DRONE PHOTO
14293 Charthouse Cir
Naples, FL 34114
LOT 65

REVISIONS

SCALE

--

SITE PLAN

A 1.0

LOT 70: 14257 CHARTHOUSE CIRCLE DRONE/VACATION AREA



KTS GROUP
CONSTRUCTION GROUP

2400 Vanderbilt Beach Road
 Collier 302
 Naples, Florida 34108
 phone: 239.853.8750
 fax: 888.501.1707
 www.ktsgrp.com

PROJECT START DATE:
 11.08.2022

DRAWN BY: BLK

PERMIT NO:
 8.30.2022

OVERHEAD DRONE PHOTO
 14257 Charthouse Cir
 Naples, FL 34114
 LOT 70

REVISION

SCALE

SITE PLAN

A 1.0

EXISTING SITE PLAN AS OF 11.6.22
SCALE 1:100
1

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



2430 Vanderbilt Beach Road
Suite# 302
Naples, Florida 34108
phone: 239.925.5700
fax: 888.501.1707
www.ktsgrp.com

PROJECT START DATE
11.04.2023
DRAWN BY: BLK
PERMIT SET
04.01.2021

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

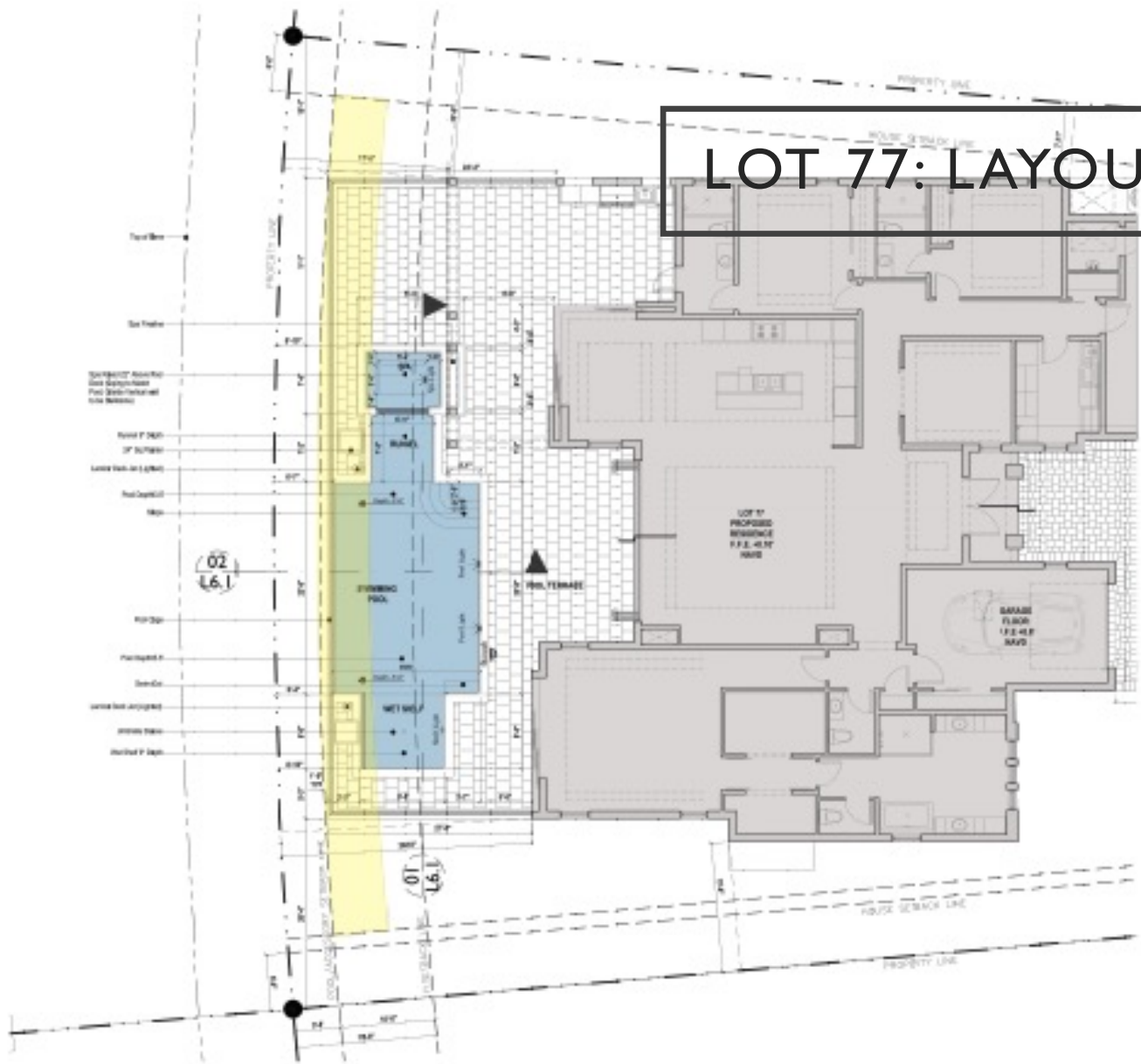
REVISED

MAIL

SITE PLAN
A 1.0

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LOT 77: LAYOUT / IMPACT



- Notes:**
1. Pool Contractor is responsible to verify that existing situations with 1/2" and 1" slopes are correct. Refer to Existing/Change Plan E-4 for all Pool area elevation information.
 2. Any pool jumping relocation required for the landscape/Contractor shall be performed by the Pool Contractor.
 3. Pooling Contractor is responsible to verify that all slopes for drainage, especially with respect to landscape slopes to water.
 4. See DataBooks for manufacturer data.
- North
 Detail Section Reference
 1" Slope w/ Sweeps
 1/2" Slope to PVC Slopes
 Door Floor
 Bulk Fill
 Pool/Spa/Light
 Blower

Paving Installation Notes (Pool Terrace Area):

1. The General contractor and all subsequent Sub-Contractors are located in Highlands State County and Community within.
2. All materials and/or materials being brought to the site shall be delivered to the site in accordance with the specifications.
3. The Pool/Spa/Flooring contractor shall be responsible for the installation of the pool and spa and shall be responsible for the installation of the pool and spa.
4. Contractor must verify all dimensions and elevation information at the time of paving.
5. Pavers are to be installed and installed prior to installation. Subsequent to site and before installation, all other related items must be installed.
6. Clear and level of pavers as specified on the plan. Aerial view of the pavers shall be submitted to the pool contractor prior to installation for approval. Pavers shall be installed in the order specified in the plan. Pavers shall be installed in the order specified in the plan.
7. Area line of pavers to be installed shall be installed in the order specified in the plan. Pavers shall be installed in the order specified in the plan.
8. Paving and related shall be dry and free of debris or other objects before the pavers are installed. The pavers shall be installed in the order specified in the plan.
9. The pavers shall be installed in the order specified in the plan. Pavers shall be installed in the order specified in the plan.
10. The pavers shall be installed in the order specified in the plan. Pavers shall be installed in the order specified in the plan.
11. A paver shall be installed in the order specified in the plan. Pavers shall be installed in the order specified in the plan.
12. The pavers shall be installed in the order specified in the plan. Pavers shall be installed in the order specified in the plan.
13. The pavers shall be installed in the order specified in the plan. Pavers shall be installed in the order specified in the plan.
14. The pavers shall be installed in the order specified in the plan. Pavers shall be installed in the order specified in the plan.
15. The pavers shall be installed in the order specified in the plan. Pavers shall be installed in the order specified in the plan.
16. The pavers shall be installed in the order specified in the plan. Pavers shall be installed in the order specified in the plan.
17. The pavers shall be installed in the order specified in the plan. Pavers shall be installed in the order specified in the plan.
18. The pavers shall be installed in the order specified in the plan. Pavers shall be installed in the order specified in the plan.
19. The pavers shall be installed in the order specified in the plan. Pavers shall be installed in the order specified in the plan.
20. The pavers shall be installed in the order specified in the plan. Pavers shall be installed in the order specified in the plan.

Pool Specifications

Pool Lights	Pooler Six BrightFluores
Pool Lights	Pooler Six BrightFluores
Spotlights	Pooler Six BrightFluores
Spotlights	Pooler Six BrightFluores
Circulation Pump	Pooler Six BrightFluores
Circulation Pump	Pooler Six BrightFluores
Sanitizer	Pooler Six BrightFluores
Pool Brine	Pooler Six BrightFluores
Auto Fill	Pooler Six BrightFluores
Pool Coping	Pooler Six BrightFluores
Pool Deck	Pooler Six BrightFluores
Weather Tile	Pooler Six BrightFluores
Handrail	Pooler Six BrightFluores
Ladder	Pooler Six BrightFluores
Blower	Pooler Six BrightFluores
Wine Bar	Pooler Six BrightFluores
Handrail	Pooler Six BrightFluores
Autoblower	Pooler Six BrightFluores
Blower	Pooler Six BrightFluores
Blower	Pooler Six BrightFluores



ENVIRONMENTAL CONSULTANTS, INC.
 CONSULTANTS
 14219 CHARHOUSE CIRCLE
 NAPLES, FL 34114
 PHILIP S. BARNETT, AIA
 LICENSED ARCHITECT
 MICHAEL J. BARNETT, AIA
 LICENSED ARCHITECT

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



Scale: 1/8" = 1'-0"
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DATE	1/15/2014
	1/15/2014
DRAWN BY	PHILIP S. BARNETT
	PHILIP S. BARNETT
CHECKED BY	PHILIP S. BARNETT
	PHILIP S. BARNETT
DATE	1/15/2014
	1/15/2014

PUBLIC BENEFITS

PUBLIC BENEFITS OF VACATING/USE AGREEMENTS

- **Simple, efficient solution to allow residents to enjoy property as intended.**
- **Maintain property values within community.**
- **Relief from financial and emotional burdens, and ongoing uncertainty & threat of code / HOA enforcement, for multiple Collier County property owners/taxpayers.**
- **Avoids costly, inefficient, multi-party litigation.**

PUBLIC BENEFITS OF VACATING/USE AGREEMENTS (CONT.)

- **Corrects human error, and fair outcome for innocent property owners.**
- **Avoids extreme outcome of destruction of improvements and extreme investment loss.**
- **Solution avoids any harm or exposure to the public (zero/negligible public detriment).**

SUMMARY

VACATION/USE AGREEMENTS SOLUTIONS TO THE PROBLEM

- **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/USE AGREEMENTS
SOLUTIONS TO THE PROBLEM (CONT.)

- **Public benefits far exceed any public detriment.**
- **Once owners have County approval/ “no objection” they can move forward with “formal” County remedy.**
- **Prior to expending application fees and related expenses, property owners are seeking assurance that the CDD will not be objecting to the 4 proposed vacations/easement use agreements.**

THANK YOU

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

1 1A

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

BOAT DOCK ENCROACHMENT AGREEMENT

THIS BOAT DOCK ENCROACHMENT AGREEMENT (this "**Agreement**") is made this 25th
day of August, 2022, by and among NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT ("**District**") and NAPLES RESERVE
HOMEOWNERS ASSOCIATION, INC. ("**Association**"), and QUINTON W SAVELL AND
DONNA K SAVELL ("**Owner**"). The District and Association are sometimes referred to herein
individually as a "**NR Entity**" and collectively as the "**NR Entities**."

RECITALS

A. Owner is the owner in fee simple of that certain real property located at 14475 Stillwater
Way, Naples, Florida 34114, which real property is legally described as follows (the "**Owner's Property**"):

Lot 62, Block 7, Naples Reserve, Phase III, according to the plat thereof as recorded in Plat
Book 64, Pages 37 through 41, inclusive, of the Public Records of Collier County, Florida.

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

Tract L21, Naples Reserve Circle, according to the plat thereof as recorded in Plat Book
64, Pages 1 through 6, inclusive, of the Public Records of Collier County, Florida.

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

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

2. **Consent to the Encroachment and Covenant not to Construct.** Subject to the terms of
this Agreement, the NR Entities hereby expressly consent to the Encroachment of the Dock Improvements
and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that,
in consideration for such consent by the NR Entities, no portion of the Dock Improvements encroaching

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

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

- a. Owner shall be fully responsible, at Owner's sole cost and expense, for the installation, operation, and maintenance of the Dock Improvements, including any permits or approvals required for the work;
- b. If Dock Improvements or conditions related to the Dock Improvements cause erosion to the Lake Property or the lake bank area adjacent to the Lake Property, Owner shall be responsible for the repair of the erosion, which shall be at Owner's sole cost and expense;
- c. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement;
- d. Owner shall ensure the installation, operation, and maintenance of the Dock Improvements are conducted in compliance with all applicable laws;
- e. Notwithstanding this Agreement, Owner's use and operation of the Dock Improvements shall at all times be subject to the rules and regulations of the Association governing recreational activities on the Lake Property, which rules and regulations may be amended from time-to-time.
- f. Owner shall ensure the installation, operation, and maintenance of the Dock Improvements does not damage any property of the NR Entities (including the Lake Property) or any third-party, and in the event of any such damage, Owner shall immediately repair the damage at Owner's sole cost and expense;
- g. Owner shall continue to operate, maintain, and repair the Dock Improvements, in good and proper working condition and repair;
- h. Owner shall ensure that the NR Entities have access through the Lake Property to allow the NR Entities to operate, maintain and repair the same, as needed, including for lake bank repair, lake bank and shoreline restoration, littoral planting, aquatic plant maintenance, dredging and riprap installation and replacement;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14475 Stillwater Way

ASSOCIATION:

**NAPLES RESERVE HOMEOWNERS
ASSOCIATION, INC.**

By: Heidi Delvin
Heidi Delvin, President

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of August, 2022, by Heidi Delvin, as President of Naples Reserve Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

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



OWNER:

Quinton W. Savell
Quinton W Savell

Donna K. Savell
Donna K Savell

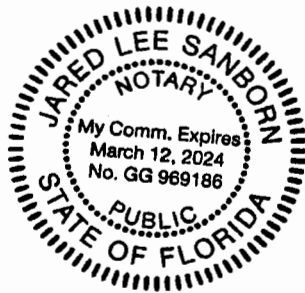
STATE OF FLORIDA

COUNTY OF COLLIER

ss.

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

(SEAL)



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

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

COPYRIGHT 2021 F.L.A. SURVEYS CORP.
 THE LINES ON THIS SKETCH DO NOT CONSTITUTE OWNERSHIP.
PAGE 1 OF 3
 SEE REVERSE SIDE FOR PAGE 3 OF 3

NOT FOR FENCE CONSTRUCTION
 NOT FOR CONSTRUCTION
 NOT FOR DESIGN

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

STREET ADDRESS :

14475 STILLWATER WAY
 NAPLES, FLORIDA

CERTIFIED TO :

QUINTON V. SAVELL AND DONNA K. SAVELL

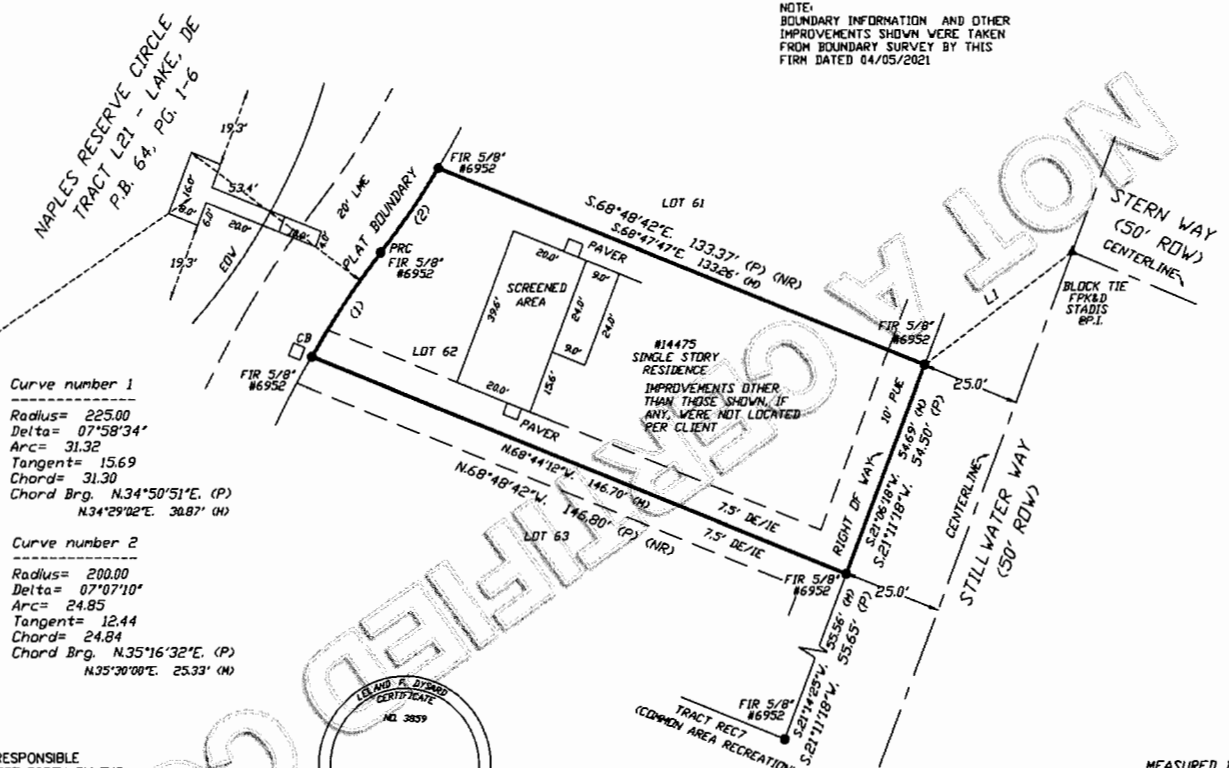
LEGAL DESCRIPTION :

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

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



SCALE: 1" = 30'



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

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

LINE TABLE

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

CERTIFICATION :

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

BY: Leland F. Dysard SURVEY DATE: 04/05/2021

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

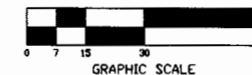
NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND EMBOSSED SEAL.
 NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
 FLORIDA STATUTE 5J-17.05 (3) (c): TWO SITE BENCHMARKS REQUIRED FOR CONSTRUCTION

NOTE: PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM LOCAL PERMITTING, PLANNING AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION.

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

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

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



F.L.A. SURVEYS CORP.
 PROFESSIONAL LAND SURVEYORS & MAPPERS--LB 6569

3884 PROGRESS AVE., SUITE 104
 NAPLES, FL 34104
 239-403-1600 FAX 403-8600
 239-404-7129 239-580-2795
 239-250-2792 239-825-8504

9220 BONITA BEACH ROAD, STE 200
 BONITA SPRINGS, FL 34135

NOTE:
 IN COMPLIANCE WITH F.A.C. SJ-17.052 (2) (d) (4) (IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLAT, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.

QUALITY CONTROL

BY: MEF DATE: 04/05/2021

REVISIONS

PROJECT NO:
 22-85781-SPC

DRAWN BY: SVJ PARTY CHIEF: MIKE

Exhibit "A"

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

11B

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

BOAT DOCK ENCROACHMENT AGREEMENT

THIS BOAT DOCK ENCROACHMENT AGREEMENT (this "**Agreement**") is made this 25th
day of August, 2022, by and among NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT ("**District**") and NAPLES RESERVE
HOMEOWNERS ASSOCIATION, INC. ("**Association**"), and ROBERT A. BOTTALLA, AS
TRUSTEE OF THE ROBERT A. BOTTALLA REVOCABLE TRUST DATED JULY 31, 2009, AS
AMENDED AND RESTATED ("**Owner**"). The District and Association are sometimes referred to
herein individually as a "**NR Entity**" and collectively as the "**NR Entities**."

RECITALS

A. Owner is the owner in fee simple of that certain real property located at 14384 Neptune Avenue, Naples, Florida 34114, which real property is legally described as follows (the "**Owner's Property**"):

Lot 21, Block 8, Naples Reserve, Phase III, according to the plat thereof as recorded in Plat Book 64, Pages 37 through 41, inclusive, of the Public Records of Collier County, Florida.

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

Tract L21, Naples Reserve Circle, according to the plat thereof as recorded in Plat Book 64, Pages 1 through 6, inclusive, of the Public Records of Collier County, Florida.

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

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Indemnification.** In order to induce the NR Entities to consent to the Encroachment, as evidenced by this Agreement, Owner hereby agrees to fully protect, indemnify, defend, save and hold the NR Entities, and its supervisors, officers, employees, agents, administrators, and all of their respective heirs, successors and assigns (collectively, the "**Indemnified Parties**"), harmless from and against any and all

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:

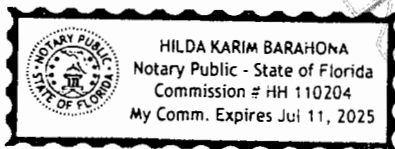
Robert A. Bottalla

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

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

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

(SEAL)



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

Exhibit "A"

**SURVEY SKETCH OF ASPUILT SURVEY
SKETCH OF PROPOSED IMPROVEMENTS**

STREET ADDRESS :
3864 PROGRESS AVE
NAPLES, FL 34104

PROPOSED FLOODING DOCK
WHICH WILL NOT BE
PLACED IN THE SWALE

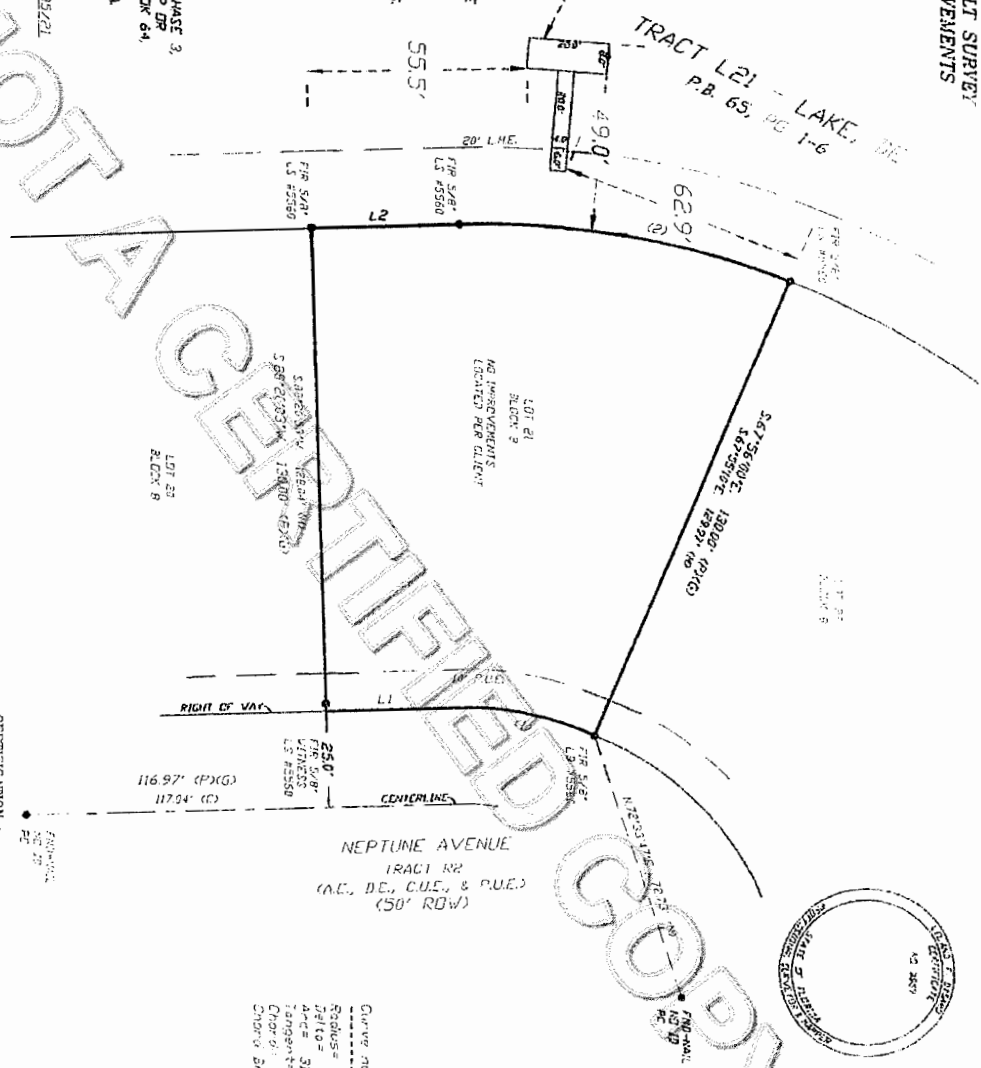
IN THE EVENT THAT A WALKWAY TO THE
DOCK IS BUILT CROSSING THE EXISTING
SWALE, THERE IS ONE PIPE UNDER THE
WALKWAY CROSSING THE SWALE. PIPE
WALKWAYS SMALL MATCH EXISTING GRASSES.

CE REFERRED TO :
REBERT BATTALLA

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

BY : M. K. DATE : 05/05/21
QUALITY CONTROL :
DATE : 05/05/21
NOTE: IF APPLICABLE, FENCES SHOULD BE SET UP WITHOUT SURVEYOR'S SIGNATURE AND ENDORSED SEAL OF ENCUMBRANCES.
NOT A SURVEYOR OF THE ZONING, EASEMENTS OR ERECTION OF CONSTRUCTION.
FLORIDA PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM LOCAL JURISDICTION.
NOTING AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION PLANNING.

<p>F.I.A. SURVEYS CORP. SIGNAL LAND SURVEYORS & MAPPERS-LB 6565 BY: [Signature] AD</p>	<p>3864 PROGRESS AVE., SUITE 101 NAPLES, FL 34104 239-403-1800 FAX 403-8590 239-404-1123 239-227-2328 239-250-2792 239-823-8534 9220 BONITA BEACH ROAD, STE 200 BONITA SPRINGS, FL 34135</p>	<p>NOTE: THIS SURVEY WAS MADE UNDER MY RESPONSIBILITY AND I AM NOT A SURVEYOR OF THE ZONING, EASEMENTS OR ERECTION OF CONSTRUCTION. FLORIDA PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM LOCAL JURISDICTION. NOTING AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION PLANNING.</p>	<p>REVISIONS</p>
<p>BY: [Signature] AD</p>	<p>3864 PROGRESS AVE., SUITE 101 NAPLES, FL 34104 239-403-1800 FAX 403-8590 239-404-1123 239-227-2328 239-250-2792 239-823-8534 9220 BONITA BEACH ROAD, STE 200 BONITA SPRINGS, FL 34135</p>	<p>NOTE: THIS SURVEY WAS MADE UNDER MY RESPONSIBILITY AND I AM NOT A SURVEYOR OF THE ZONING, EASEMENTS OR ERECTION OF CONSTRUCTION. FLORIDA PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM LOCAL JURISDICTION. NOTING AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION PLANNING.</p>	<p>REVISIONS</p>
<p>BY: [Signature] AD</p>	<p>3864 PROGRESS AVE., SUITE 101 NAPLES, FL 34104 239-403-1800 FAX 403-8590 239-404-1123 239-227-2328 239-250-2792 239-823-8534 9220 BONITA BEACH ROAD, STE 200 BONITA SPRINGS, FL 34135</p>	<p>NOTE: THIS SURVEY WAS MADE UNDER MY RESPONSIBILITY AND I AM NOT A SURVEYOR OF THE ZONING, EASEMENTS OR ERECTION OF CONSTRUCTION. FLORIDA PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM LOCAL JURISDICTION. NOTING AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION PLANNING.</p>	<p>REVISIONS</p>



LINE TABLE

Line	Bearing	Distance
L1	S01°29'37"E	37.34' (PXC)
	S01°29'37"E	32.84' CD
L2	N01°29'57"W	37.34' (PXC)
	S01°29'57"E	37.32' CD

Curve number 1	Curve number 2
Radius = 75.00'	Radius = 205.00'
Delta = 23°43'53"	Delta = 27°43'38"
Chord = 31.07'	Chord = 84.91'
Tangent = 15.76'	Tangent = 43.07'
Chord Bnd = 30.84'	Chord Bnd = 84.31'
Chord Bnd = 51.92(202°) (P)	Chord Bnd = 110.12(202°) (P)
S01°29'57"E 31.07' CD	N10°12'01"E 84.29' CD
N10°12'01"E 31.07' CD	N10°12'01"E 84.29' CD



THIS SURVEY WAS MADE UNDER MY RESPONSIBILITY AND I AM NOT A SURVEYOR OF THE ZONING, EASEMENTS OR ERECTION OF CONSTRUCTION.
FLORIDA PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM LOCAL JURISDICTION.
NOTING AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION PLANNING.

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

11C

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

BOAT DOCK ENCROACHMENT AGREEMENT

THIS **BOAT DOCK ENCROACHMENT AGREEMENT** (this "**Agreement**") is made this 1st
day of November, 2022, by and among **NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT** ("**District**") and **NAPLES RESERVE
HOMEOWNERS ASSOCIATION, INC.** ("**Association**"), and **RUSS HEYMAN AND KAREN
BRENNER** ("**Owner**"). The District and Association are sometimes referred to herein individually as a
"**NR Entity**" and collectively as the "**NR Entities**."

RECITALS

A. Owner is the owner in fee simple of that certain real property located at 14563 Stillwater
Way, Naples, Florida 34114, which real property is legally described as follows (the "**Owner's Property**"):

Lot 40, Block 7, Naples Reserve, Phase III, according to the plat thereof as recorded in Plat
Book 64, Pages 37 through 41, inclusive, of the Public Records of Collier County, Florida.

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

Tract L21, Naples Reserve Circle, according to the plat thereof as recorded in Plat Book
64, Pages 1 through 6, inclusive, of the Public Records of Collier County, Florida.

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

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

2. **Consent to the Encroachment and Covenant not to Construct.** Subject to the terms of
this Agreement, the NR Entities hereby expressly consent to the Encroachment of the Dock Improvements
and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that,
in consideration for such consent by the NR Entities, no portion of the Dock Improvements encroaching

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Charles Hill
Secretary / Assistant Secretary

By: Tom Marquardt
Chair / Vice Chair

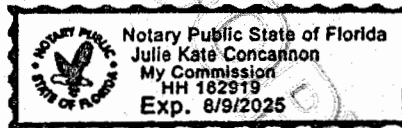
STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this 12th day of November, 2022, by Tom Marquardt, as President/Chair of Naples Reserve Community Development District, on behalf of said community development district, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

Julie K. Concannon
NOTARY PUBLIC
Name: Julie Kate Concannon
(Type or Print)

My Commission Expires:



ASSOCIATION:

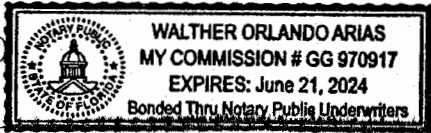
**NAPLES RESERVE HOMEOWNERS
ASSOCIATION, INC.**

By: Heidi Delvin
Heidi Delvin, President

STATE OF FLORIDA
) ss.
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 28th day of OCTOBER, 2022, by Heidi Delvin, as President of Naples Reserve Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is (X) personally known to me or () has produced _____ as evidence of identification.

(SEAL)



Walter O. Arias
NOTARY PUBLIC
Name: WALTER O. ARIAS
(Type or Print)
My Commission Expires: 6/21/2024

NOTARIZED COPY

OWNER:

[Signature]
Russ Heyman

[Signature]
Karen Brenner

NOT A GUARANTEED COPY

STATE OF NEW YORK)
) ss.
COUNTY OF ROCKLAND)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 26th day of October, 2022, by Russ Heyman and Karen Brenner, who is/are personally known to me or have/has produced NYS Driver Licenses as evidence of identification.

(SEAL)

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

My Commission Expires:

JUSTIN L SWEET
Notary Public, State of New York
No. 01SW5056209
Qualified in Rockland County
Commission Expires March 4, 10/23, 2026.

SURVEY SKETCH OF ASBUILT SURVEY

SKETCH OF PROPOSED IMPROVEMENTS: FLOATING DOCK
ELEVATIONS SHOWN ARE IN NAVD DATUM, WERE ACQUIRED USING GPS TECHNOLOGY AND
HAVE A TOLERANCE OF +/- 0.4'
NOT FOR FENCE CONSTRUCTION
NOT FOR DESIGN
NOT TO BE USED AS A BASIS FOR ANY LEGAL PROCEEDINGS, IF
ANY, WERE NOT LOCATED
PER CLIENT

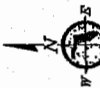
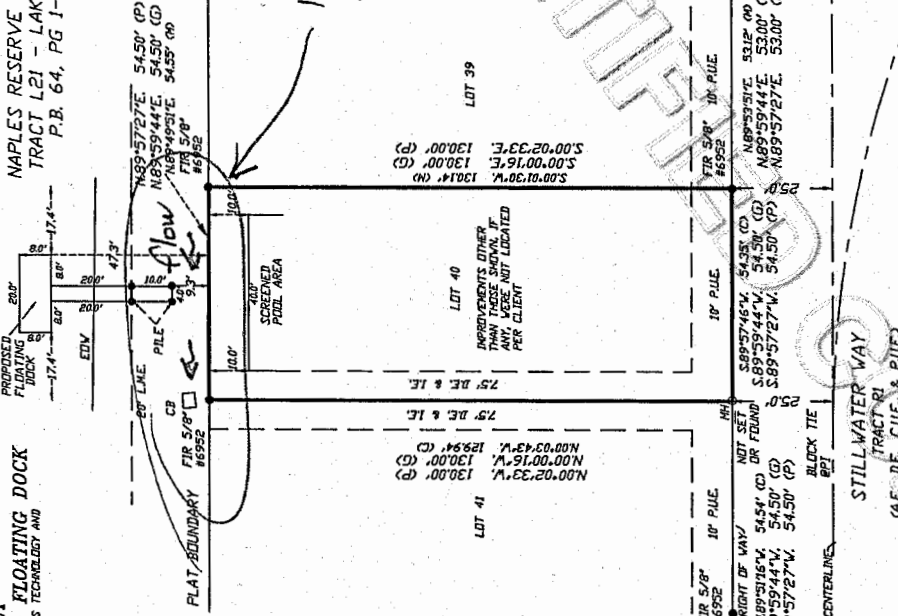
STREET ADDRESS :
14563 STILLWATER WAY
NAPLES, FLORIDA.

NAPLES RESERVE CIRCLE
TRACT L21 - LAKE, DE
P.B. 64, PG 1-6

Reviewed by:

IN THE EVENT THAT A WALKWAY TO THE
DOCK IS MAILED, SHALL EXISTING
WALKWAY BE MAINTAINED AND
MAINTAIN A 6" PVC PIPE UNDER THE
WALKWAY CROSSING THE SWALE. PIPE
INVERTS SHALL MATCH EXISTING GRADES.

10/21/22
W. Leland F. DySard, PE
Naples Reserve EDD
Distance Engineer



SCALE 1" = 30'

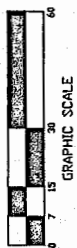
PROJECT MANAGER: JOHN HAROLD, ENGINEER
PHONE NUMBER: 239-295-3740
EMAIL: FLACRE@JHENGINEERING.COM

PEER REVIEWED: ALEJANDRO S.
PHONE NUMBER: 863-843-5889
EMAIL: CREWNA@PES126.COM

Exhibit "A"

Leland F. DySard,
P.L.S. #3859
Digitally signed by Leland F. DySard,
P.L.S. #3859
Date: 2022.06.21
14:57:14 -0400

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



CERTIFICATION :
I HEREBY CERTIFY THIS SURVEY WAS MADE UNDER MY RESPONSIBLE
CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY
THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS
CHAPTER 54.705-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027 FLORIDA STATUTES.

REVISIONS

BY: *Leland F. DySard*
SURVEY DATE : 06/02/2022
CLINTON W. FINSTAD, P.R. CPM, PLS #2463 LELAND F. DYSARD, PLS #3859
MARY E. FINSTAD, CPM, PSM #5801

PROJECT NO:
22-85715-SPC

NOTE:
IN COMPLIANCE WITH FAC
54-17.652 (2) (d) (4) (IF LOCATION OF
EASEMENTS OR RIGHT-OF-WAY OF RECORD,
OTHER THAN THOSE ON RECORD PLAT IS
FURNISHED TO THE SURVEYOR AND MAPPER.

3884 PROGRESS AVE., SUITE 104
NAPLES, FL 34104
239-403-1600 FAX 403-8600
239-404-7129 239-260-5730
239-280-2795 239-370-1139
9220 BONITA BEACH ROAD, STE 200
BONITA SPRINGS, FL 34135

F.L.A. SURVEYS CORP.
PROFESSIONAL LAND SURVEYORS & MAPPERS-LB 6569
DRAWN BY: IDV PARTY CHIEF: MIKE

CERTIFIED TO :
RUSS HETHAN AND KAREN BRENNER.

LEGAL DESCRIPTION :
LOT 40, BLOCK 7, NAPLES RESERVE, EDD
PHASE I, ACCORDING TO THE MAP OR
PLAT THEREON, BEARING RECORD PLAT
BOOK 64, PAGE 37, PUBLIC RECORDS OF
COLLIER COUNTY, FLORIDA.

QUALITY CONTROL
BY: JEF DATE: 06/02/2022

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

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



**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

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

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

	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Capital Projects Fund Series 2018	Total Governmental Funds
ASSETS					
Cash	\$ 335,300	\$ -	\$ -	\$ -	\$ 335,300
Investments					
Reserve	-	519,031	279,517	-	798,548
Revenue	-	412,267	399,734	-	812,001
Prepayment	-	28,495	1,121	-	29,616
Due from general fund	-	-	17,150	-	17,150
Prepaid expense	705	17,875	-	-	18,580
Undeposited funds	639	-	-	-	639
Total assets	<u>\$ 336,644</u>	<u>\$ 977,668</u>	<u>\$ 697,522</u>	<u>\$ -</u>	<u>\$ 2,011,834</u>
LIABILITIES					
Liabilities:					
Accounts payable	\$ 20,798	\$ 4,745	\$ 5,104	\$ -	\$ 30,647
Due to debt service fund - series 2014	17,875	-	-	-	17,875
Due to debt service fund - series 2018	17,150	-	-	-	17,150
Developer advance	1,500	-	-	-	1,500
Total liabilities	<u>57,323</u>	<u>4,745</u>	<u>5,104</u>	<u>-</u>	<u>67,172</u>
FUND BALANCES:					
Restricted for					
Debt service	-	972,923	692,418	-	1,665,341
Assigned					
3 months working capital	84,119	-	-	-	84,119
Lake bank remediation	260,000	-	-	-	260,000
Unassigned	(64,798)	-	-	-	(64,798)
Total fund balances	<u>279,321</u>	<u>972,923</u>	<u>692,418</u>	<u>-</u>	<u>1,944,662</u>
Total liabilities and fund balances	<u>\$ 336,644</u>	<u>\$ 977,668</u>	<u>\$ 697,522</u>	<u>\$ -</u>	<u>\$ 2,011,834</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 11,184	\$ 11,184	\$459,853	2%
Total revenues	<u>11,184</u>	<u>11,184</u>	<u>459,853</u>	<u>2%</u>
EXPENDITURES				
Administrative				
Engineering	-	-	30,000	0%
Audit	-	-	7,200	0%
Legal	-	-	20,000	0%
Management, accounting, recording	4,080	4,080	48,960	8%
Debt service fund accounting	458	458	5,500	8%
Postage	-	-	500	0%
Insurance	6,885	6,885	7,206	96%
Trustee	-	-	5,300	0%
Trustee - second bond series	-	-	5,300	0%
Arbitrage rebate calculation	500	500	1,500	33%
Dissemination agent	167	167	2,000	8%
Telephone	4	4	50	8%
Printing & binding	29	29	350	8%
Legal advertising	-	-	1,200	0%
Annual district filing fee	-	-	175	0%
Contingencies	-	-	500	0%
Website	-	-	705	0%
ADA website compliance	-	-	210	0%
Property appraiser	4,045	4,045	7,185	56%
Tax collector	224	224	9,580	2%
Total administration expenses	<u>16,392</u>	<u>16,392</u>	<u>153,421</u>	<u>11%</u>
Field Operations				
Operations management	417	417	5,000	8%
Drainage / catch basin maintenance	-	-	5,000	0%
Other repairs and maintenance	-	-	100,000	0%
Lake maintenance / water quality	3,954	3,954	51,436	8%
Total field operations expenses	<u>4,371</u>	<u>4,371</u>	<u>161,436</u>	<u>3%</u>
Total expenditures	<u>20,763</u>	<u>20,763</u>	<u>314,857</u>	<u>7%</u>
Excess (deficiency) of revenues over/(under) expenditures	(9,579)	(9,579)	144,996	
Fund balance - beginning	288,900	288,900	204,156	
Fund balance - ending				
Assigned				
3 months working capital	84,119	84,119	84,119	
Lake bank remediation	260,000	260,000	260,000	
Unassigned	(64,798)	(64,798)	5,033	
Fund balance - ending	<u>\$279,321</u>	<u>\$279,321</u>	<u>\$349,152</u>	

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

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll	\$ 14,111	\$ 14,111	\$ 539,300	3%
Interest	50	50	-	N/A
Total revenues	<u>14,161</u>	<u>14,161</u>	<u>539,300</u>	3%
EXPENDITURES				
Debt service				
Principal	-	-	150,000	0%
Interest	-	-	364,769	0%
Total debt service	<u>-</u>	<u>-</u>	<u>514,769</u>	0%
Other fees and charges				
Tax collector	282	282	11,235	3%
Property appraiser	4,745	4,745	8,427	56%
Total other fees and charges	<u>5,027</u>	<u>5,027</u>	<u>19,662</u>	26%
Total expenditures	<u>5,027</u>	<u>5,027</u>	<u>534,431</u>	1%
Excess/(deficiency) of revenues over/(under) expenditures	9,134	9,134	4,869	
Fund balances - beginning	<u>963,789</u>	<u>963,789</u>	<u>924,160</u>	
Fund balances - ending	<u>\$ 972,923</u>	<u>\$ 972,923</u>	<u>\$929,029</u>	

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

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll	\$ 13,060	\$ 13,060	\$ 580,060	2%
Interest	836	836	-	N/A
Total revenues	<u>13,896</u>	<u>13,896</u>	<u>580,060</u>	2%
EXPENDITURES				
Debt service				
Principal	-	-	155,000	0%
Interest	-	-	400,394	0%
Total debt service	<u>-</u>	<u>-</u>	<u>555,394</u>	0%
Other fees and charges				
Property appraiser	5,104	5,104	9,063	56%
Tax collector	261	261	12,085	2%
Total other fees and charges	<u>5,365</u>	<u>5,365</u>	<u>21,148</u>	25%
Total expenditures	<u>5,365</u>	<u>5,365</u>	<u>576,542</u>	1%
Excess/(deficiency) of revenues over/(under) expenditures	8,531	8,531	3,518	
Fund balances - beginning	<u>683,887</u>	<u>683,887</u>	<u>670,376</u>	
Fund balances - ending	<u>\$692,418</u>	<u>\$692,418</u>	<u>\$673,894</u>	

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

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
 Excess (deficiency) of revenues over/(under) expenditures	-	-
 Fund balance - beginning	-	-
Fund balance - ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

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

The Board of Supervisors of the Naples Reserve Community Development District held a Regular Meeting on September 1, 2022 at 10:30 a.m., at the Island Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114.

Present at the meeting were:

Deborah Lee Godfrey	Vice Chair
Anna Harmon	Assistant Secretary
Charlene Hill	Assistant Secretary

Also present, were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Shane Willis	Operations Manager
Meagan Magaldi	District Counsel
Terry Cole	District Engineer
Gary Butler	Florida Lifestyle Homes
Lisa Wild	Resident/Design Review Committee

Residents present, were:

Claudie Woods	Samantha Almy	Sean Almy
Michael Harmon	Clement Soffer	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

Public Comments

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

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

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

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

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

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

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

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

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

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

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

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

83 These items were included for informational purposes.

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

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

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

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

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

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

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

110

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

115

116

117 **THIRD ORDER OF BUSINESS**

Action Items Updates

118

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

120 **A. Chair**

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

122 There was no update.

123 **II. Message to Residents**

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

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

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

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

132 **B. Supervisor Hill**

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

134 Ms. Hill reported the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

167

168 **FOURTH ORDER OF BUSINESS**

Service Provider Reports

169

170 **A. Cardno**

171 There was no report.

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

173 Mr. Willis presented the July 2022 SOLitude Report.

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

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

178 There was no report.

179

180 **FIFTH ORDER OF BUSINESS**

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

181

182

183

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

185

186 **SIXTH ORDER OF BUSINESS**

**Discussion: Encroachment [14293
Charthouse Circle]**

187

188 This item was tabled to the next meeting.

189

190 **SEVENTH ORDER OF BUSINESS**

**Ratification of Generator Encroachment
Agreement [14531 Stillwater Way]**

191

192

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

195

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

199

200

201 **EIGHTH ORDER OF BUSINESS**

**Discussion/Consideration of Termination
of Oversight Agreement with HOA**

202

203

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

206

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

209

210 NINTH ORDER OF BUSINESS

Discussion: Project Management
Report/To Do List

211
212
213
214
215
216
217
218
219
220

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

- Supervisor Hill’s item, Taking Full Inventory of Existing Structures and Landscaping, is ongoing and will be included on the next agenda.
- Mr. Marquardt’s item, Matters Relating to the Littoral Shelf, will be carried over to the next agenda.
- Mr. Willis will check the water quality at the two addresses provided by Ms. Harmon.
- Ms. Harmon will give an update on the attempts to move the noisy aerator in the lake.

221 TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of July 31, 2022

222
223
224
225

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

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

228
229

230 ELEVENTH ORDER OF BUSINESS

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

231
232
233
234

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

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

238
239

240 TWELFTH ORDER OF BUSINESS

Other Business

241
242
243
244
245
246
247

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

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

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

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

253

254 **THIRTEENTH ORDER OF BUSINESS**

Staff Reports

255

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

257 There was no report.

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

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

260 Mr. Cole reported the following:

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

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

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

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

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

271 • **Lingering Homeowner Issues**

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

273 There was nothing further to report.

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

275 Ms. Sanchez reported the following:

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

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

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

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

282 ○ **QUORUM CHECK**

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

284

285 **FOURTEENTH ORDER OF BUSINESS**

Public Comments

286

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

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

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

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

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

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

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

303

304 **FIFTEENTH ORDER OF BUSINESS**

Supervisors' Requests

305

306 There were no Supervisor's requests.

307

308 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

309

310

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

313

314

315

316

317

318 _____
Secretary/Assistant Secretary

Chair/Vice Chair

NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
BI

1155
CS-1



1156
WCS
6-5



1157
WCS
6-5



1158





1159
WCS
6-3



1160
WCS
6-2
- Needs
cleaning
- site
fence
needs
repair

1161



1162



1166
WCS
2-3



10/11/2022 10:36

1167
WCS
2-3



10/11/2022 10:36

1168
WCS
2-1



1169
WCS
2-1



1170
WCS
3-1



WCS
3-1





1172
WCS
6-4

10/11/2022 10:52

1173
WCS
6-4



10/11/2022 10:52

WCS
4-1



10/11/2022 11:00



1175
WCS
4-1



1176
WCS
5-1



1177
WCS
5-1

10/11/2022 11:04



1178
#14306
Laguna
Springs
Ln.

- needs silt fence
+ repair lake bank
+ grass cut

10/11/2022 11:10

1179
#14292
Laguna
Springs
Ln.
looking
east
-bank
needs
mowing



#1180
#14292
Laguna
Springs
Ln.
looking
west
-bank
needs
mowing



NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
BII



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:

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2. THE DEVELOPMENT IS ZONED 'RPUD'.

14_V:\proj\201303030\NRC\201303030_04_210_PlotStamp.dwg, PLOTSTAMP TO HOA, 10:40 AM, 10/21/2022 - 10:40 AM, Printed by: jhd

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

NAPLES RESERVE

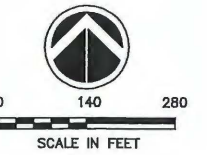
DESIGNED BY W.W.B.	DATE 2/21
DRAWN BY W.W.B.	DATE 2/21
CHECKED BY W.T.C.	DATE 2/21
VERTICAL SCALE N/A	HORIZONTAL SCALE 1"=140'



950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
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	2005-02
DATE _____	PROJECT NO.	SHEET NO.
	2013.030	2 OF 5



MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 5

LEGEND

L21 - NRC = LAKE # PER PLAT
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- COMMUNITY DEVELOPMENT DISTRICT LANDS
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14: 1/23/2013 10:30:00 AM C:\Users\jw\Documents\Projects\2013\2013_030\2013_030_001.dwg - 10:15:00 AM 2/22/2013 - 10:15:00 AM Printed by: jw

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

NAPLES RESERVE

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

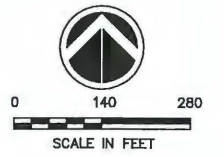


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**CDD DRAINAGE EASEMENTS
and LAKE CONVEYANCE MAPS**

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DATE: _____	SEE PLOTSTAMP	5008-3
	PROJECT NO.	SHEET NO.
	2013.030	3 OF 5

MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 5

LEGEND

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P:\1013\1013030\1013030_04_CDD_218SERVIC TO HOA\1013030_04_CDD_218SERVIC.dwg Plot: 2022-05-22 09:58:22 - 10:18am Plotted by: jld

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

NAPLES RESERVE

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

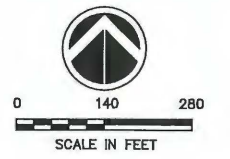


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**CDD DRAINAGE EASEMENTS
and LAKE CONVEYANCE MAPS**

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	PROJECT NO. 2013.030	SHEET NO. 4 OF 5
DATE		

MATCHLINE - SEE SHEET 3



MATCHLINE - SEE SHEET 4



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14: Y:\213\213030\DWG\5008-5-4_CDD_PRESERVE TO HOA\5008-5-4_CDD_PRESERVE TO HOA.dwg 2022-05-22 10:18am Plotted by: lrb

LETTER	REVISIONS	DATE
	ADDED WCS'S & WQS'S	5/22

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



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DATE	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: December 1, 2022
SUBJECT: Status Report – Field Operations

SOLITUDE:

- Aeration & Lake Management agreements expire in November & December, with one-year automatic renewals taking place.

MISCELLANEOUS:

- Resident Interactions:
 - 10.05.22 – Resident called about downed landscape in the side yard; I referred her to the HOA.
 - Ongoing issue with the aeration system on Windward was the only other resident interaction.
- Supervisor Interactions:
 - 9.14.22 – Meeting with Supervisor Hill and conducted a property tour focused on easement concerns and developing District easement policies.
 - 10.13.22 – Meeting with Supervisor Hill as a follow up to the easement discussion.
 - 11.09.22 – Meeting with Supervisor Marquardt and HOA about easement and landscaping concerns around the District lakes.

NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
D

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

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