

**NAPLES RESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

February 2, 2023

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

January 26, 2023

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 February 2, 2023 at 3:00 p.m., at the Island Club at Naples Reserve, Activities Room, 14885 Naples Reserve Circle, Naples, Florida 34114. The agenda is as follows:

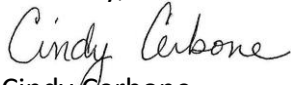
1. Call to Order/Roll Call
2. Public Comments
3. Chair's Opening Remarks
4. Discussion: Letter from Scott L. Kish II, KTS Group on Parrot Cay Lots 63, 65, 70 & 77
5. Discussion/Consideration of Lot Encroachment [Parrot Cay Lot 63]
6. Discussion/Consideration of Lot Encroachment [Parrot Cay Lot 65]
7. Discussion/Consideration of Lot Encroachment [Parrot Cay Lot 70]
8. Discussion/Consideration of Lot Encroachment [Parrot Cay Lot 77]
9. Discussion/Consideration of Communication to Homeowners
10. Acceptance of Unaudited Financial Statements as of December 31, 2022
11. Approval of December 1, 2022 Regular Meeting Minutes
12. Other Business
13. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*

- B. District Engineer: *Hole Montes, Inc.*
 - I. Update: Hurricane Ian Inspection Report
 - II. Update: Inspection Report for Lake 21 Along the Crane Point Lots
 - III. Consideration of Napier Sprinkler Proposal for Lake Erosion Repairs in Various Lakes
 - IV. Update: Drainage Easements and Lake Conveyance Maps
- C. Operations Manager: *Wrathell, Hunt and Associates, LLC*
 - Update: Lake #7 Maintenance and Mitigation
 - Update: Superior Waterway Services, Inc., Aeration Repair Service Agreement
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: March 2, 2023 at 10:30 AM
 - QUORUM CHECK

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

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

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

Sincerely,

 Cindy Cerbone
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 131 733 0895

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

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January 7th, 2022

Naples Reserve Community Development District
C/o Ms. Cindy Cerbone
Wrathell, Hunt, and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Via email to info@naplesreservecdd.net

Re: Parrot Cay Lots 63, 65, 70 & 77

Dear Ms. Cerbone,

As you recall, I am the president of KTS Group, the builder of the homes approved for the above-referenced lots (the “Subject Lots” or “Subject Homes”). I understand that the easement encroachments of the Subject Homes will be considered by the CDD’s Board of Supervisors during its regular meeting on February 2, 2023. I request that this letter be included as part of the agenda materials for that meeting.

It has come to my attention that questions have been asked, and perhaps suspicions raised, as to why I have not attended previous Board meetings at which this matter was discussed. I therefore submit this letter to dispel any perceptions that the easement encroachments were intentional or that I somehow deceptively obtained the County permits to build the Subject Homes. I also plan to attend the Board meeting on February 2nd to address the Supervisors directly in this regard.

Back in July 2022, I provided correspondence and voluminous supporting materials which, in painstaking detail, explained how the permits were obtained and how the easement encroachment issue arose. Those materials were included as part of the agenda for the Board’s regular meeting on August 4, 2022. I was unable to attend that meeting because I was out of the State of Florida at that time. Since that meeting, I understand that the Board may have discussed this issue one additional time (in November?), but, by that time, the lot owners had retained their own attorney who, I’m told, did attend the meeting and addressed the Board.

Rather than duplicate the comprehensive explanation that I provided in July 2022, I will attempt to summarize it here. The Naples Reserve Golf Club RPUD imposes the applicable setbacks for the lots within Parrot Cay. The rear accessory setback imposed by the RPUD is 5 feet. The accessory structures (pools and lanais) for the Subject Lots comply with this setback. Indeed, I personally confirmed (in a face-to-face meeting) this setback with County staff before even submitting the permit applications to the County. The County then reviewed and approved the building permits. I was not aware then, nor was County staff apparently, of the easements depicted in the Parrot Cay plat (which easements are distinct from the RPUD’s setbacks) for the Subject Lots. Unfortunately, construction of the Subject Homes had significantly progressed by



the time I was informed of the easement encroachments. (Discovery of the problem occurred when a spot survey for the pool on Lot 70 revealed the easement encroachment.)

It should be noted that the site layouts submitted for the Subject Lots honor the same rear yard accessory setback as another Parrot Cay lot for which I had previously submitted a permit application. The County issued that permit, so I had no reason to believe that the layouts subsequently submitted for the Subject Lots would be problematic. I have since learned that the Parrot Cay plat does not impose a 10-foot-wide easement across the rear of all the lots in the subdivision. Rather, many of the lots in the subdivision are encumbered by only a 5-foot-wide platted easement, which is consistent with the 5-foot-wide rear yard accessory setback imposed by the RPUD.

It is distressing to me that the Parrot Cay plat, which was approved by the County after the RPUD was already in place, imposes easements that, in some cases, conflict with, or exceed the width of, the RPUD's setbacks. This conflict or discrepancy between the RPUD's setbacks and the plat's easements only invites problems – the very problems we now face with the Subject Lots.

In no way have I ever intended to mislead or deceive the County, the CDD or the HOA in an attempt to gain more buildable area on the Subject Lots. Indeed, I do not stand to benefit in any way by doing so. It is my sincere hope and request that the CDD look kindly upon the owners of the Subject Lots and consent to the easement encroachments, acknowledging the innocent mistake that occurred. Doing so will not create a precedent or invite future encroachments. Indeed, Parrot Cay is essentially built-out, and the existence of the easements is now well-known. (By way of example, the owner of Lot 62 is a current client of mine, and we have designed the layout for that lot to honor the easement, now that it is known.)

Thank you for your attention, and I look forward to addressing the Board on February 2nd and attempting to answer any questions that they may have.

Respectfully,

A handwritten signature in blue ink that reads "Scott Kish II".

Scott L Kish II
President

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

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Prepared by:

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this “**Agreement**”) is made this ____ day of _____, 2023, by and between NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT (“**District**”) and Joseph Miano & MaryAnn Miano (“**Owner**”).

RECITALS

A. Owner is the owner in fee simple of that certain real property located at 14301 Charthouse Circle, which real property is legally described as follows (the “**Owner’s Property**”):

Lot 63, Block, Parrot Cay subdivision, according to the plat thereof recorded in Plat Book 58, Pages 75 through 78 inclusive, of the Public Records of Collier County, Florida.

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

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

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary / Assistant Secretary

By: _____
Chair / Vice Chair

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023 by _____, as _____ of Naples Reserve Community Development District, on behalf of said community development district, who is (__) personally known to me or (__) has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC

Name: _____
(Type or Print)

My Commission Expires:

OWNER:

Joseph Miano

MaryAnn Miano

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization this _____ day of _____, 2023 by [insert lot owners], who are (___) personally known to me or (___) have produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC

Name: _____
(Type or Print)

My Commission Expires:

LEGAL DESCRIPTION-EASEMENT USE AGREEMENT

COMMENCING AT THE SOUTH WEST CORNER OF LOT 63, PARROT CAY, AS RECORDED IN PLAT BOOK 58, PAGES 75-78, PUBLIC RECORDS, COLLIER COUNTY, FLORIDA.

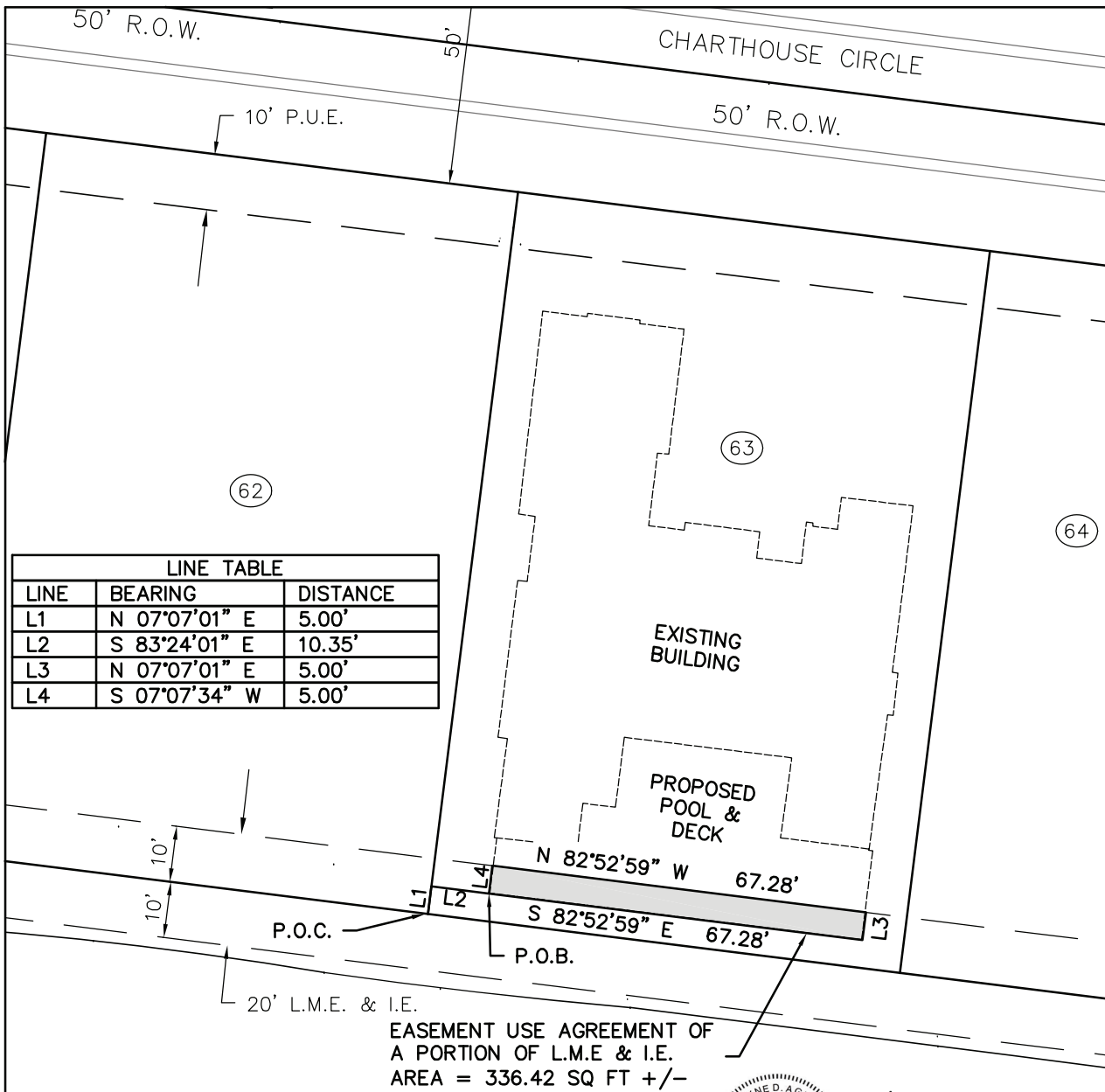
THENCE NORTH 07°07'01" EAST A DISTANCE OF 5.00 FEET;
THENCE SOUTH 83°24'01" EAST A DISTANCE OF 10.35 FEET TO THE POINT OF BEGINNING OF PORTION OF THE L.M.E. & I.E. TO BE VACATED HEREIN BEING DESCRIBED;

THENCE SOUTH 82°52'59" EAST A DISTANCE OF 67.28 FEET;
THENCE NORTH 07°07'01" EAST A DISTANCE OF 5.00 FEET;
THENCE NORTH 82°52'59" WEST A DISTANCE OF 67.28 FEET;
THENCE SOUTH 07°07'34" WEST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 336.42 SQUARE FEET OF LAND MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

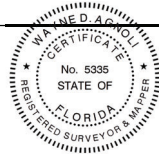
GENERAL NOTES:

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



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 07°07'01" E	5.00'
L2	S 83°24'01" E	10.35'
L3	N 07°07'01" E	5.00'
L4	S 07°07'34" W	5.00'

EASEMENT USE AGREEMENT OF
A PORTION OF L.M.E & I.E.
AREA = 336.42 SQ FT +/-



SCALE: 1" = 30'

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

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

BY: Wayne D. Agnoli, R. S. M.
Wayne D. Agnoli, R.S.M. NO. 5335 DATE

Digitally signed by Wayne D. Agnoli, R. S. M.
DN: E=agnoliw@abbinc.com, CN=Wayne D. Agnoli, R.
S. M., O=Agoli, Barber & Brundage, Inc., L=Naples,
st=Florida, C=US
Date: 2023.01.18 14:55:49-05'00'

NOT A SURVEY

revision:

approved:

for: **KTS HOMES, LLC.**
title: SKETCH AND DESCRIPTION OF AN EASEMENT USE AGREEMENT PART OF LOT 63, PARROT CAY (PLAT BOOK 58, PAGES 75-78) COLLIER COUNTY, FLORIDA



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

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

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

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Prepared by:

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this “**Agreement**”) is made this ____ day of _____, 2023, by and between NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT (“**District**”) and Brian Carr & Felita Carr (“**Owner**”).

RECITALS

A. Owner is the owner in fee simple of that certain real property located at 14293 Charthouse Circle, which real property is legally described as follows (the “**Owner’s Property**”):

Lot 65, Block, Parrot Cay subdivision, according to the plat thereof recorded in Plat Book 58, Pages 75 through 78 inclusive, of the Public Records of Collier County, Florida.

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

C. Owner has constructed a monolithic 3-sided concrete horizontal beam with reinforcing steel rebar, cast in one continuous pour along with three vertical columns with reinforcing rebar, supporting a covered lanai roof structure inclusive of engineered wood trusses, plywood sheathing, soffits and roof tile; and owner intends to construct and maintain a pool, spa, lanai pavers, and a screen cage enclosure (collectively, the “**Improvements**”) that will partially encroach into the Easement (the “**Encroachment**”) as shown on the site plan attached as **Exhibit “A”** and made a part of this Agreement (the “**Site Plan**”).

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated by reference into this Agreement.
2. **Consent to the Encroachment and Covenant not to Construct.** Subject to the terms of this Agreement, the District hereby expressly consents to the Encroachment and Owner, for

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

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

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

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

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

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

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

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

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

h. Owner shall ensure that the District has access through the Easement to allow the District to operate, maintain, and repair the same, as needed, including for lake bank repair, lake

bank and shoreline restoration, littoral planting, aquatic plant maintenance, dredging and riprap installation and replacement;

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

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

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

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

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

5. **Emergency/Governmental Demand.** In the event of an emergency or demand or request to do so by any government agency or entity having jurisdiction over all or a portion of the Easement, the District may remove the Improvements without notice, and the District will not be responsible for repairing, replacing, or restoring the Improvements back to their original condition.

Owner shall be liable for and shall repay the District for all costs incurred by the District to remove the Improvements including any professional or legal fees or expenses.

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

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

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

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

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

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

12. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions

of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

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

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

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

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

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

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

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

DISTRICT:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary / Assistant Secretary

By: _____
Chair / Vice Chair

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023 by _____, as _____ of Naples Reserve Community Development District, on behalf of said community development district, who is (___) personally known to me or (___) has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC

Name: _____
(Type or Print)

My Commission Expires:

OWNER:

Brian Carr

Felita Carr

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

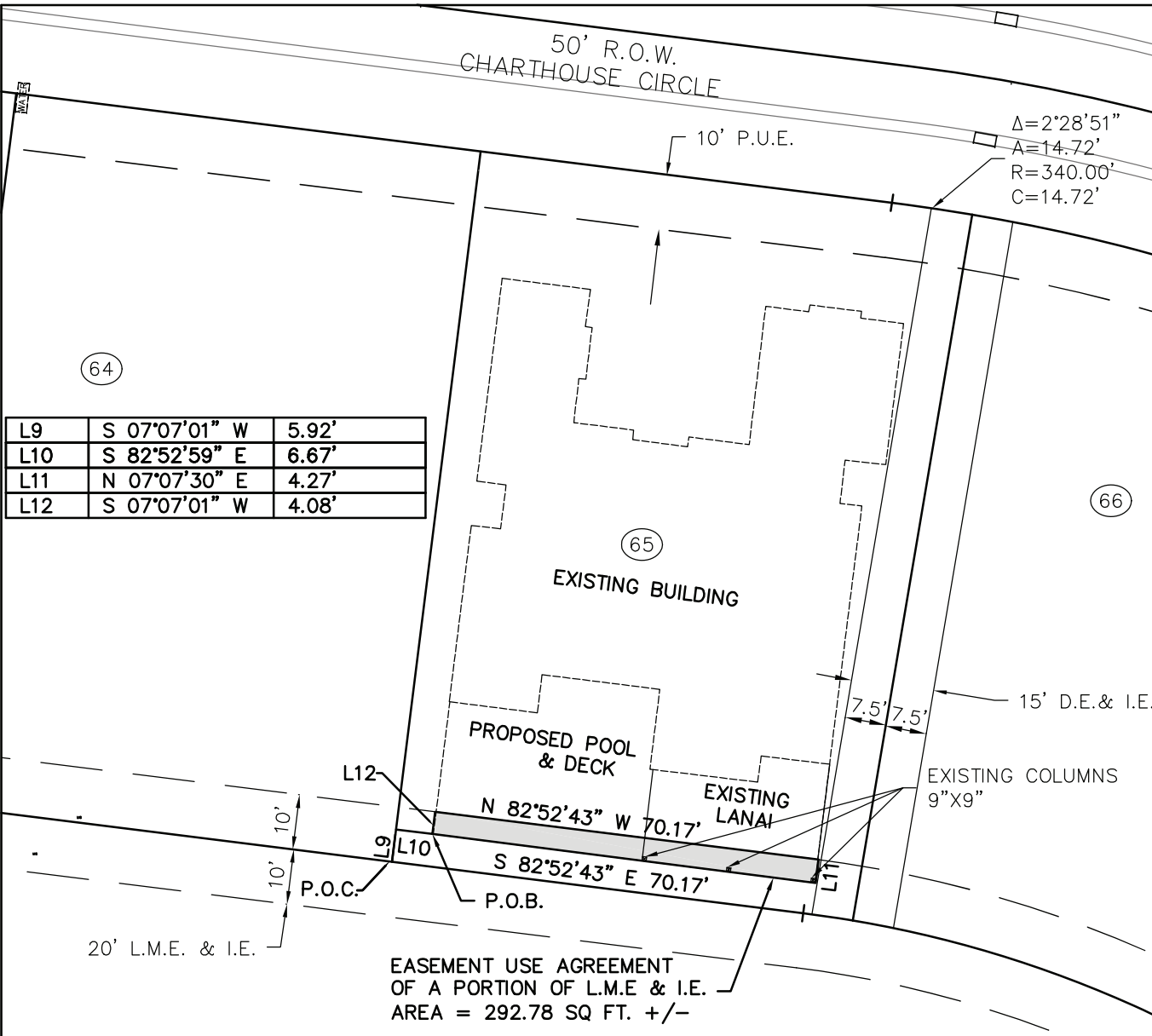
The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization this _____ day of _____, 2023 by [insert lot owners], who are (___) personally known to me or (___) have produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC

Name: _____
(Type or Print)

My Commission Expires:



GENERAL NOTES:

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

LEGAL DESCRIPTION

COMMENCING AT THE SOUTH WEST CORNER OF LOT 65, PARROT CAY, AS RECORDED IN PLAT BOOK 58, PAGES 75-78, PUBLIC RECORDS, COLLIER COUNTY, FLORIDA. THENCE NORTH 07°07'01" EAST A DISTANCE OF 5.92 FEET; THENCE SOUTH 82°52'59" EAST A DISTANCE OF 6.67 FEET TO THE POINT OF BEGINNING OF PORTION OF THE L.M.E. & I.E. TO BE VACATED HEREIN BEING DESCRIBED;

THENCE SOUTH 82°52'43" EAST A DISTANCE OF 70.17 FEET; THENCE NORTH 07°07'30" EAST A DISTANCE OF 4.27 FEET; THENCE NORTH 82°52'43" WEST A DISTANCE OF 70.17 FEET; THENCE SOUTH 07°07'01" WEST A DISTANCE OF 4.08 FEET TO THE POINT OF BEGINNING;

CONTAINING 292.78 SQUARE FEET OF LAND MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

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

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

WAYNE D. AGNOLI, R.S.M. NO. 5335 DATE _____



SCALE: 1" = 30'

NOT A SURVEY

revision:	for:	KTS HOMES, LLC.		design:	xxx
	title:	SKETCH AND DESCRIPTION OF A EASEMENT USE AGREEMENT PART OF LOT 65, PARROT CAY (PLAT BOOK 58, PAGES 75-78) COLLIER COUNTY, FLORIDA		drawn:	VA
approved:		bk:	pg:	date:	17 JAN. 2023
		scale:		1"=30'	
		cogo #:		15-0072	
		sheet #:		15-0072	
Professional engineers, planners, & land surveyors Collier County, Suite 200, 7400 Tamiami Trail, North, Naples, FL 34108 Certificate of Authorization Nos. LB 3664 and EB 3664		Fax: (239)566-2203 (239)597-3111		view:	LIMITS
				project #:	15-0072
				sheet #:	1 of 1
				file #:	11367

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

7

Prepared by:

ENCROACHMENT AGREEMENT

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

RECITALS

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

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

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

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

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary / Assistant Secretary

By: _____
Chair / Vice Chair

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023 by _____, as _____ of Naples Reserve Community Development District, on behalf of said community development district, who is (___) personally known to me or (___) has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC

Name: _____
(Type or Print)

My Commission Expires:

OWNER:

Patrick Ranallo

Patricia Ranallo

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

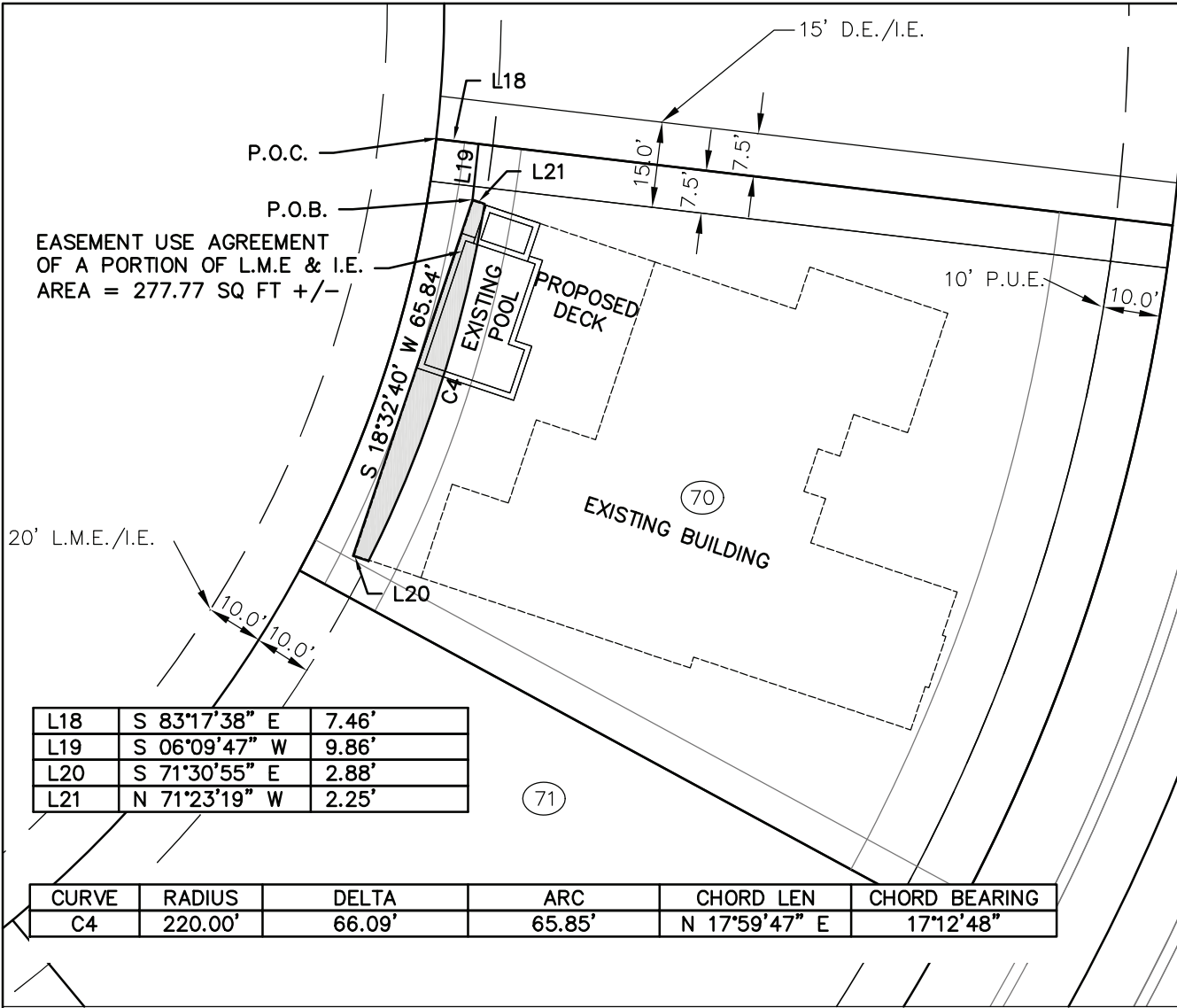
The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization this _____ day of _____, 2023 by Patrick and Patricia Ranallo, who are (___) personally known to me or (___) have produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC

Name: _____
(Type or Print)

My Commission Expires:



EASEMENT USE AGREEMENT
OF A PORTION OF L.M.E. & I.E.
AREA = 277.77 SQ FT +/-

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

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

GENERAL NOTES:

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

LEGAL DESCRIPTION - EASEMENT USE AGREEMENT

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

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

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

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

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

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



SCALE: 1" = 30'

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

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

WAYNE D. AGNOLI, R.S.M. NO. 5335 DATE _____

NOT A SURVEY

revision:	for:	KTS HOMES, LLC.		design:	XXX
	title:	SKETCH AND DESCRIPTION OF AN EASEMENT USE AGREEMENT PART OF LOT 70, PARROT CAY (PLAT BOOK 58, PAGES 75-78) COLLIER COUNTY, FLORIDA		drawn:	VA
				checked:	WDA
				acad #:	11367-BS
				view:	LIMITS
				project #:	15-0072
				sheet #:	1 of 1
				file #:	11367

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

AGNOLI	BARBER & BRUNDAGE,
Professional engineers, planners, & land surveyors	
Collier County: Suite 200, 7400 Tamiami Trail, North, Naples, FL 34108	
Certificate of Authorization Nos. LB 3864 and EB 3864	

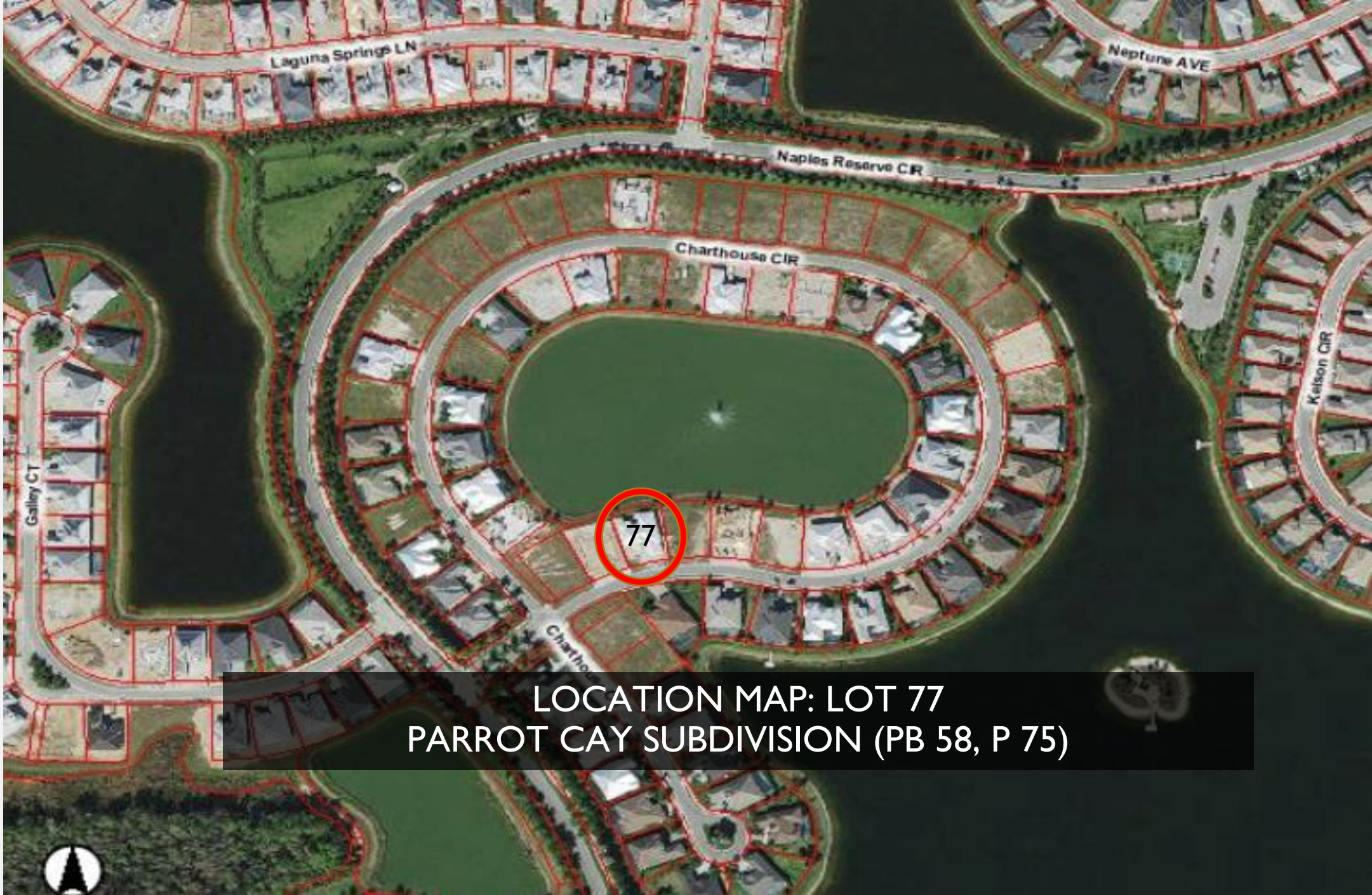
Fax: (239)566-2203	Fax: (239)597-3111
--------------------	--------------------

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

8

**NAPLES RESERVE
EASEMENT ENCROACHMENT
LOT 77**

Location, History & Current Status



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

HISTORY & CURRENT STATUS

Permitting & construction, current status

LOT 77

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

**PROPOSED EASEMENT
VACATION/EASEMENT USE AGREEMENT**

COLLIER COUNTY

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

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



KTS GROUP
Design • Draft • Build

2430 Vanderbilt Beach Road
Suite 302
Naples, Florida 34108
phone: 239.985.8700
fax: 888.501.1707
www.ktsgrp.com

PROJECT START DATE:
11.08.2023

DRAWN BY: BLK

PERMIT SET:
04.01.2024

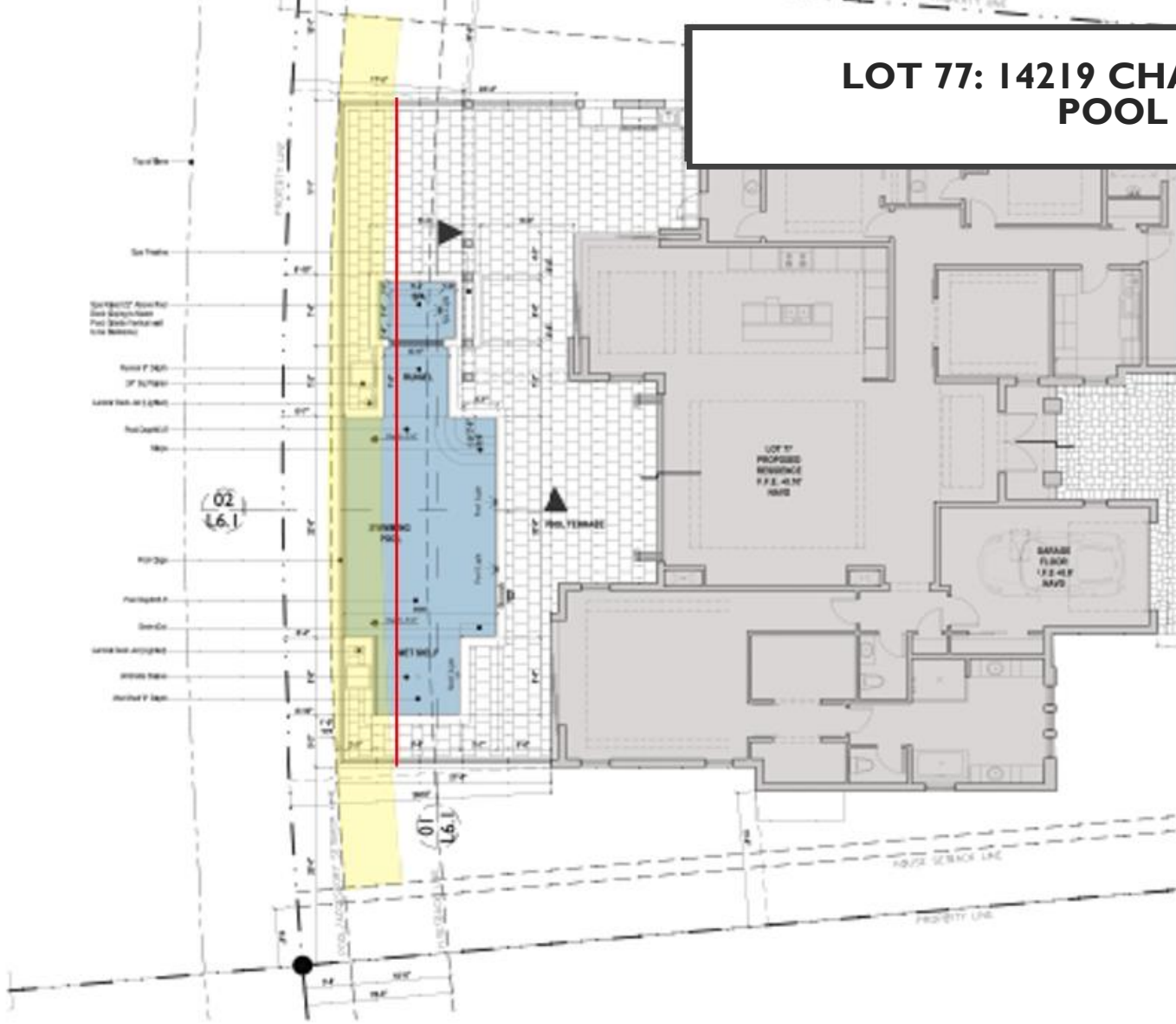
OVERHEAD DRONE PHOTO
14219 Charthouse Cir
Naples, FL 34114
LOT 77

ENTICES

MAIL

SITE PLAN
A 1.0

LOT 77: 14219 CHARHOUSE CIRCLE POOL IMPACT



- Door Flow
- Auto Fill
- Pool Spa Light
- Blower

Paring Installation NOTES (Pool Terrace Area):

1. The General contractor and all subcontractors/Contractors are to adhere to all applicable State, County and Community codes.
2. All structures and/or construction brought to the attention of Environmental Design Structures to be constructed.
3. The Pool Terrace existing structure, elevations shall be based upon that information.
4. Contractor to verify EIR of any dimensions upon completion of footing and pre-pouring concrete.
5. Foundation is to be inspected and accepted prior to installation. Subsequent to site and before completion, contractor shall verify level of installation. Overall appearance of work shall conform to or exceed all requirements pertaining to all applicable codes, regulations and/or standards.
6. City and/or county of permit are as specified on the plan. A clear grade of the pool shall be submitted to the subcontractors to maintain for impact. Permitting shall be maintained for and all appropriate of applicable regulations of fully bonded/insured general contractor and a written submittal package. To best maintain existing site usage, necessary steel deck shall be placed prior to a pour.
7. After time of entry of permits the contractor shall maintain a minimum of 1000 gal. as specified by USGBC (Sustainable Construction Practices) PL. All site shall be free of construction debris and that require self-sufficiency through of deconstruction.
8. Existing and proposed shall be dry and be of walls or other system shall have a minimum of 1000 gal. water stored and empty with ASTM standard.
9. Submittal contractor shall be prepared to provide a written submittal package to the project as specified. Construction materials shall be of quality and meet or exceed all applicable codes, regulations and/or standards.
10. Appropriate equipment shall be installed to fully drain the grade including all pipe and pipes proper to provide appropriate runoff or connectivity. All installed equipment shall be supported by a competitive.
11. A pool water pump and/or lift shall have a maximum depth of 20' (10' per foot). Equipment to be installed to appropriate and away from any prohibited areas. Competitive cost shall be provided as results meet grade of site (topography, slope, drainage, walls, and/or other).
12. Pool water pump shall be installed to meet 10' and 10' minimum depth. All piping and existing pipes, the pipe shall be appropriate to meet the flow to the pool.
13. All equipment shall be installed to meet the flow to the pool. All piping and existing pipes, the pipe shall be appropriate to meet the flow to the pool.
14. Existing contractor responsible for verification and/or installation of all equipment. Design to allow for or approved by the appropriate authority as specified in the plan.
15. Existing contractor shall be responsible for existing site to be installed during construction to meet applicable codes, regulations and/or standards. The contractor shall be responsible for all applicable codes, regulations and/or standards.
16. When alterations and/or construction shall be made to the pool, the contractor shall be responsible for all applicable codes, regulations and/or standards.
17. Paving Contractor is responsible for all applicable paving and/or site that is required to meet the plan.
18. For any applicable, landscape and/or site that is required to meet the plan.

Pool Specifications

Shell Lights	Parade-Glo Brightlights
Pool Lights	Parade-Glo Brightlights
Spotlight LAMP	Parade-Glo Brightlights
	Parade or Jandy OK
Circulation Pump	Parade or Jandy White Speed
Pressure Pump	Parade or Jandy
Sanitizer	Parade or Jandy Chlorine Generator
Pool Drain	Per State Code Requirements
Auto Fill	London Auto Fill
Pool Heating	See L20 Fresh Schedule For Selection
Pool Deck	See L20 Fresh Schedule For Selection
Weather Tile	See L20 Fresh Schedule For Selection
Handrail	N/A
Ladder	N/A
Interior Finish	See L20 Fresh Schedule For Selection
View Ball Tile	See L20 Fresh Schedule For Selection
Search Tile	See L20 Fresh Schedule For Selection
Autobloom	Aquatic 99 or PMA Retard
Heater	Parade or Jandy Electric Heat Pump
Blower Unit	Manual To Manual Pool Deck

ENVIRONMENTAL DESIGN STRUCTURES
14219 CHARHOUSE CIRCLE
NAPLES, FL 34114

Michael E. Boland, AIA
Landscape Architect
Landscape L.L.C. & L.L.A. ARCHITECT

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

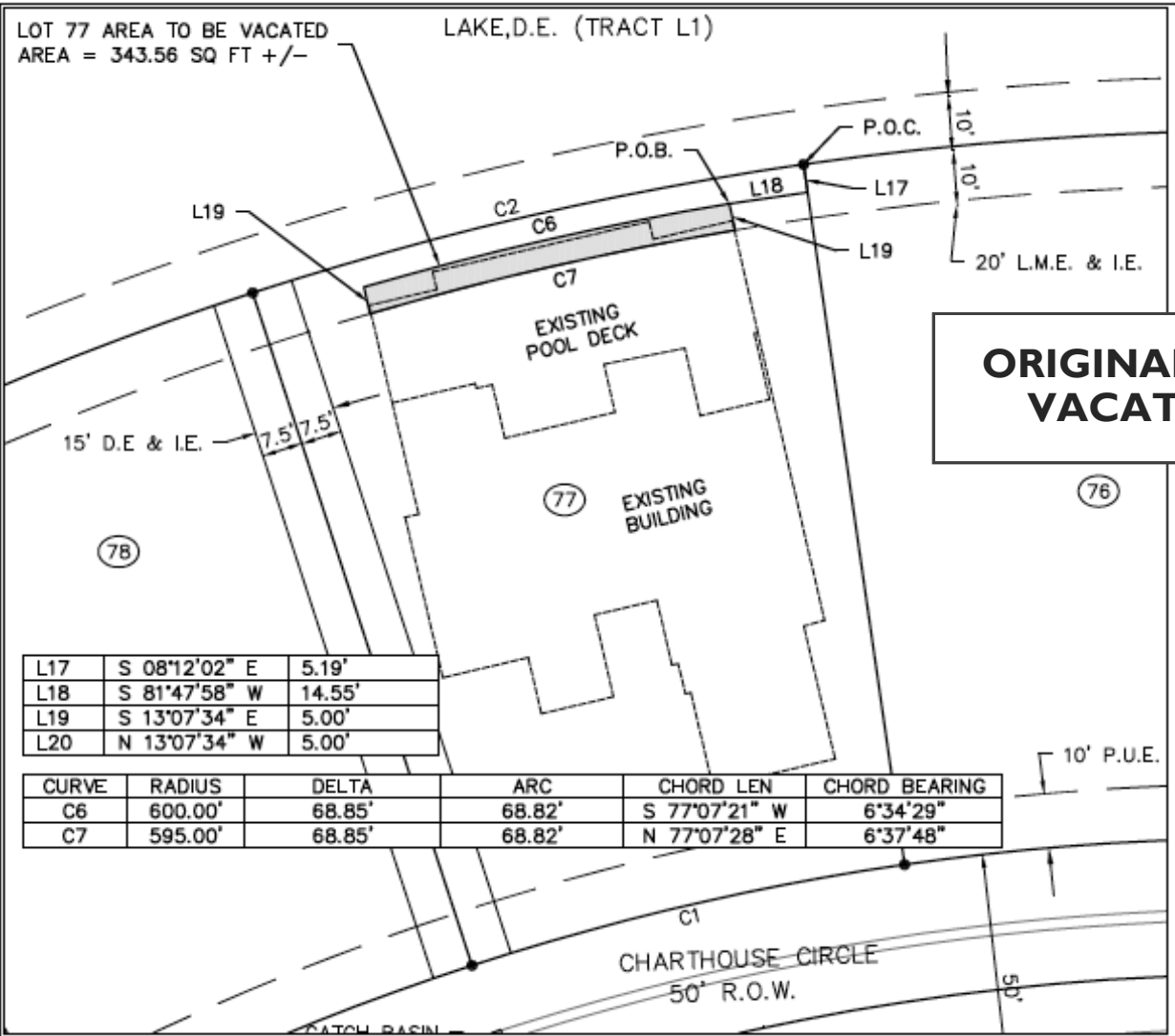


Scale: 1/8" = 1'-0"

DATE	DATE
REVISION	REVISION

HARDSCAPE & LAYOUT - REAR
SHEET #
L-03

ENVIRONMENTAL DESIGN STRUCTURES
14219 CHARHOUSE CIRCLE
NAPLES, FL 34114
CALL: 239-438-8888 & 239-438-8889
Or: 813-438-8888 & 813-438-8889



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

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

GENERAL NOTES: EXHIBIT "A"

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

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

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

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

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

SYMBOLS LEGEND
● = SET 5/8" IRON ROD/CAP ABB LB 3664

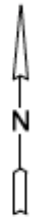
PREPARED FOR:
KTS HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

DATE OF FIELD SURVEY 30 APR. 2021

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

BY _____

WAYNE D. AGNOLI, R.S.M. NO. 5335 DATE _____



SCALE: 1"=30'

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

approved:	revision:		for:		design:
			KTS HOMES, LLC.		304
		title:		drawn:	
		VACATION EASEMENT ON LOT 77, PARROT CAY (PLAT BOOK 58, PAGES 75-76) COLLIER COUNTY, FLORIDA		VA	
		bk:		checked:	
		pg:		WDA	
		date:		acad #:	
		25 OCT. 2022		11287-98	
		scale:		view:	
		1"=30'		LIMITS	
		cogo:		project #:	
		15-0072		15-0072	
				sheet #:	
				1 of 1	
				file #:	
				11367	

AGNOLI, BARBER & BRUNDAGE, INC. Professional engineers, planners, & land surveyors Collier County, Suite 200, 1425 Verdant Trail, North Naples, FL 34108 Certificate of Registration No. LB 3664 and LR 2094

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

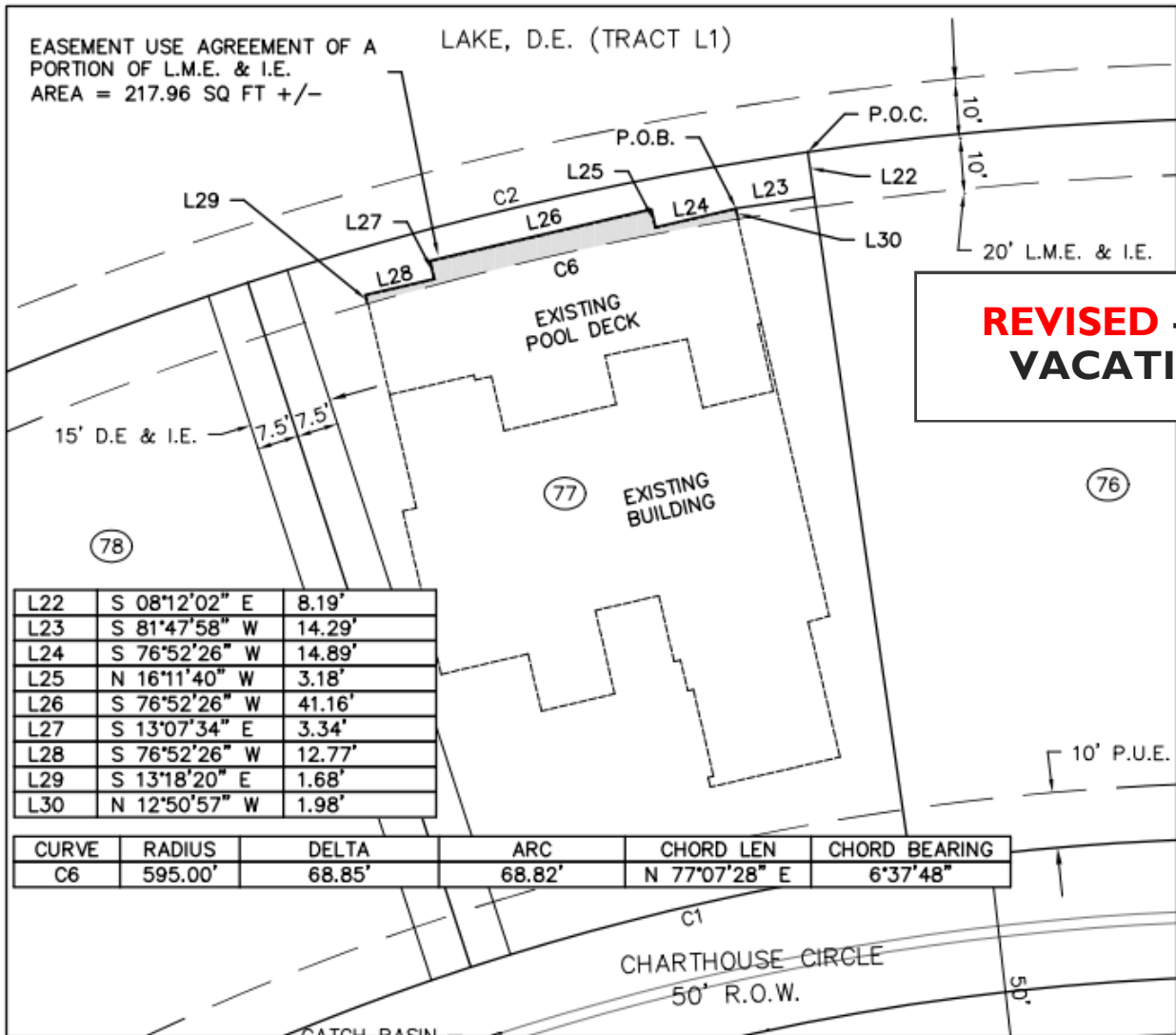
LAKE, D.E. (TRACT L1)

GENERAL NOTES:

EXHIBIT "A"

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

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



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

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

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

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

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

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



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

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

WAYNE D. AGNOLI, R.S.M. NO. 5335 DATE _____



SCALE: 1"=30'

NOT A SURVEY

revision:

approved: _____

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



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

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

Professional engineers, planners, & land surveyors
Collier County, Suite 200, 7400 Tamiami Trail, North Naples, FL 34109
Fax: (239)666-2200 (239)667-3111
Cert#Scale of Authorization Nos. LB 3894 and BR 3894

PUBLIC BENEFITS

PUBLIC BENEFITS OF VACATION/EASEMENT USE AGREEMENT

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

SUMMARY

VACATION IS THE BEST OPTION

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

VACATION IS THE BEST OPTION (CONT.)

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

THANK YOU

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

9

DRAFT

Hello Neighbors!

On August 26, 2022, an email was sent to all deeded homeowners regarding Landscaping, Encroachments, and Shoreline Erosion. Here is an excerpt from that email.

Encroachments

It is important to take note of important features of properties within Naples Reserve:

1. There is a storm water pipe that runs from the street to the lake in between some houses – approximately every 5th house.
 - If you have one of these pipes running underground alongside the house, please know that the pipe is located within a 15-foot drainage easement between adjacent houses (approximately 7.5 feet on each side of the property line) in which you cannot plant landscaping or install improvements or structures, such as a generator, without the approval of the HOA, CDD, and Collier County.
2. On most properties adjacent to lakes is a 20-foot-wide lake maintenance easement at the rear of the property.
 - The lake maintenance easement is primarily intended to allow the CDD to manage and maintain the lakes and shorelines, including applicable littoral plantings. This lake maintenance easement is also effectively a setback requirement for all improvements including a house, pool, cage, etc., none of which can encroach into the lake maintenance easement.
 - Trees and other landscaping are also not allowed in this lake maintenance easement without the permission of the HOA and CDD.
3. During the past couple of years, the HOA and the CDD have been presented with and approved various request for encroachments of certain improvements into a drainage easement or lake maintenance easement.
 - These encroachments have been minor incursions into the applicable easement and customarily based upon some showing of a hardship or situation not caused by the owner.
 - A property is required to make application and each situation is reviewed independently.
 - If approved, the property owner is required to sign an encroachment agreement which allows the specific encroachment to exist, but to the extent the CDD is unable to work around the encroachment at some future point in time, the property owner acknowledges that he or she (or their successor owner) will be responsible for the removal of the encroachment.
 - Not all encroachment requests have been approved. Recently, the CDD and the county have denied builder requests to put pools and other structures in lakes maintenance easements.

4. We have discovered that there are many examples of existing trees and bushes within existing drainage easements and lakes maintenance easements that were planted before the HOA had a design review committee or were otherwise not submitted for approval.
 - The CDD is taking inventory of the significant landscaping (trees and hedges) that is currently in drainage easements or lake maintenance easements. The HOA and CDD will be evaluating at a later date how it will handle such items.
 - However, please note that if you do have landscaping within a drainage easement or lake maintenance easement you may be required to remove such landscaping at a future date.

The CDD has now completed the referenced inventory within the drainage ~~maintenance~~ easements (DME) that run between some homes. There are approximately 154 such easements in the various neighborhoods. We have found many large trees, bushes and other landscaping that were planted perhaps before the HOA had a DRC or were not submitted for approval.

The CDD has decided to put all Homeowners with DMEs on notice that should the CDD have to gain access to the DME for repairs or in the event of an emergency, and the CDD damages or destroys ~~anything any improvements, including landscaping, in the DE easement that is not supposed to be there, that it will not be replaced, the CDD will not be responsible for replacement~~ and clean-up costs will be borne by the Homeowner. ~~And, as~~ communicated previously, you could be required to remove any encroaching landscaping at a future date.

If you are unsure whether your home has a DME, you can find it on your home survey or by consulting the plat for your neighborhood.

Thank you for your attention.

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

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

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

	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Total Governmental Funds
ASSETS				
Cash	\$ 747,907	\$ -	\$ -	\$ 747,907
Investments				
Reserve	-	519,031	280,874	799,905
Revenue	-	546,987	479,623	1,026,610
Prepayment	-	109	1,127	1,236
Due from general fund	-	54,666	50,594	105,260
Due from debt service fund - series 2014	4,745	-	38,728	43,473
Due from debt service fund - series 2018	5,104	-	-	5,104
Undeposited funds	639	-	-	639
Total assets	<u>\$ 758,395</u>	<u>\$ 1,120,793</u>	<u>\$ 850,946</u>	<u>\$ 2,730,134</u>
LIABILITIES				
Liabilities:				
Accounts payable	\$ 1,450	\$ -	\$ -	\$ 1,450
Due to general fund	-	4,745	5,104	9,849
Due to debt service fund - series 2014	54,666	-	-	54,666
Due to debt service fund - series 2018	50,594	38,728	-	89,322
Developer advance	1,500	-	-	1,500
Total liabilities	<u>108,210</u>	<u>43,473</u>	<u>5,104</u>	<u>156,787</u>
FUND BALANCES:				
Restricted for				
Debt service	-	1,077,320	845,842	1,923,162
Assigned				
3 months working capital	84,119	-	-	84,119
Lake bank remediation	260,000	-	-	260,000
Unassigned	306,066	-	-	306,066
Total fund balances	<u>650,185</u>	<u>1,077,320</u>	<u>845,842</u>	<u>2,573,347</u>
Total liabilities and fund balances	<u>\$ 758,395</u>	<u>\$ 1,120,793</u>	<u>\$ 850,946</u>	<u>\$ 2,730,134</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$107,180	\$421,412	\$459,853	92%
Total revenues	<u>107,180</u>	<u>421,412</u>	<u>459,853</u>	92%
EXPENDITURES				
Administrative				
Engineering	1,422	3,171	30,000	11%
Audit	-	-	7,200	0%
Legal	1,550	2,451	20,000	12%
Management, accounting, recording	4,080	12,240	48,960	25%
Debt service fund accounting	458	1,375	5,500	25%
Postage	27	35	500	7%
Insurance	-	6,885	7,206	96%
Trustee	-	-	5,300	0%
Trustee - second bond series	-	-	5,300	0%
Arbitrage rebate calculation	-	1,000	1,500	67%
Dissemination agent	167	500	2,000	25%
Telephone	4	12	50	24%
Printing & binding	29	88	350	25%
Legal advertising	-	-	1,200	0%
Annual district filing fee	-	175	175	100%
Contingencies	-	-	500	0%
Website	-	705	705	100%
ADA website compliance	-	-	210	0%
Property appraiser	-	4,046	7,185	56%
Tax collector	2,139	8,423	9,580	88%
Total administration expenses	<u>9,876</u>	<u>41,106</u>	<u>153,421</u>	<u>27%</u>
Field Operations				
Operations management	417	1,250	5,000	25%
Drainage / catch basin maintenance	-	-	5,000	0%
Other repairs and maintenance	-	-	100,000	0%
Lake maintenance / water quality	4,004	12,360	51,436	24%
Total field operations expenses	<u>4,421</u>	<u>13,610</u>	<u>161,436</u>	<u>8%</u>
Total expenditures	<u>14,297</u>	<u>54,716</u>	<u>314,857</u>	<u>17%</u>
Excess (deficiency) of revenues over/(under) expenditures	92,883	366,696	144,996	
Fund balance - beginning	557,302	283,489	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	306,066	306,066	5,033	
Fund balance - ending	<u>\$650,185</u>	<u>\$650,185</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 DECEMBER 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll	\$ 96,496	\$ 492,950	\$ 539,300	91%
Interest	3	119	-	N/A
Total revenues	<u>96,499</u>	<u>493,069</u>	<u>539,300</u>	91%
EXPENDITURES				
Debt service				
Principal	-	150,000	150,000	100%
Principal prepayments	-	30,000	-	N/A
Interest	-	184,166	364,769	50%
Total debt service	<u>-</u>	<u>364,166</u>	<u>514,769</u>	71%
Other fees and charges				
Tax collector	2,699	10,627	11,235	95%
Property appraiser	-	4,745	8,427	56%
Total other fees and charges	<u>2,699</u>	<u>15,372</u>	<u>19,662</u>	78%
Total expenditures	<u>2,699</u>	<u>379,538</u>	<u>534,431</u>	71%
Excess/(deficiency) of revenues over/(under) expenditures	93,800	113,531	4,869	
Fund balances - beginning	<u>983,520</u>	<u>963,789</u>	<u>924,160</u>	
Fund balances - ending	<u><u>\$1,077,320</u></u>	<u><u>\$1,077,320</u></u>	<u><u>\$929,029</u></u>	

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

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll	\$ 163,881	\$ 530,809	\$ 580,060	92%
Interest	869	2,833	-	N/A
Total revenues	<u>164,750</u>	<u>533,642</u>	<u>580,060</u>	92%
EXPENDITURES				
Debt service				
Principal	-	155,000	155,000	100%
Interest	-	201,747	400,394	50%
Total debt service	<u>-</u>	<u>356,747</u>	<u>555,394</u>	64%
Other fees and charges				
Property appraiser	-	5,104	9,063	56%
Tax collector	2,498	9,836	12,085	81%
Total other fees and charges	<u>2,498</u>	<u>14,940</u>	<u>21,148</u>	71%
Total expenditures	<u>2,498</u>	<u>371,687</u>	<u>576,542</u>	64%
Excess/(deficiency) of revenues over/(under) expenditures	162,252	161,955	3,518	
Fund balances - beginning	<u>683,590</u>	<u>683,887</u>	<u>670,376</u>	
Fund balances - ending	<u><u>\$845,842</u></u>	<u><u>\$845,842</u></u>	<u><u>\$673,894</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 December 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:

Thomas Marquardt	Chair
Deborah Lee Godfrey	Vice Chair
Charlene Hill	Assistant Secretary
Gregory Inez	Assistant Secretary
Anna Harmon	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
Jeff Wright	Henderson Franklin Starnes & Holt P.A.

Residents present, were:

Joe Miano	Jeff Wright	Heidi McIntyre	Heidi Devin	Michael Harmon
Dino Lanno	Tony Rifino	MaryAnn Miano	Taylor Boltt	Brendan Taggard
Brian Carr	Mrs. Carr	Pat Ranallo	Sean Almy	Samantha Almy

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:31 a.m.

SECOND ORDER OF BUSINESS

Public Comments

This item was presented following the Fourth Order of Business.

41 **THIRD ORDER OF BUSINESS** **Administration of Oath of Office to Newly**
 42 **Elected Supervisors [SEATS 2 & 5] (the**
 43 **following to be provided in a separate**
 44 **package)**
 45

46 Ms. Sanchez, a Notary of the State of Florida and duly authorized, administered the
 47 Oath of Office to Mr. Thomas Marquardt and Ms. Anna Harmon. Ms. Cerbone provided and
 48 briefly explained the following:

- 49 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 50 **B. Membership, Obligations and Responsibilities**
- 51 **C. Financial Disclosure Forms**
 - 52 **I. Form 1: Statement of Financial Interests**
 - 53 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 54 **III. Form 1F: Final Statement of Financial Interests**
- 55 **D. Form 8B – Memorandum of Voting Conflict**

56

57 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2023-01,**
 58 **Designating a Chair, a Vice Chair, a**
 59 **Secretary, Assistant Secretaries, a**
 60 **Treasurer and an Assistant Treasurer of the**
 61 **Naples Reserve Community Development**
 62 **District, and Providing for an Effective Date**
 63

64 Ms. Cerbone presented Resolution 2023-01. Ms. Godfrey nominated the following slate:

- | | | |
|----|---------------------|---------------------|
| 65 | Thomas Marquardt | Chair |
| 66 | Deborah Lee Godfrey | Vice Chair |
| 67 | Craig Wrathell | Secretary |
| 68 | Charlene Hill | Assistant Secretary |
| 69 | Gregory Inez | Assistant Secretary |
| 70 | Anna Harmon | Assistant Secretary |
| 71 | Cindy Cerbone | Assistant Secretary |
| 72 | Jamie Sanchez | Assistant Secretary |

73 No other nominations were made. Prior appointments by the Board for Treasurer and
74 Assistant Treasurer remain unaffected by this Resolution.

75

76 **On MOTION by Ms. Hill and seconded by Mr. Inez, with all in favor, Resolution**
77 **2023-01, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a**
78 **Treasurer and an Assistant Treasurer of the Naples Reserve Community**
79 **Development District, as nominated, and Providing for an Effective Date, was**
80 **adopted.**

81

82

83 **▪ Public Comments**

84 **This item, previously the Second Order of Business, was presented out of order.**

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

87 Lot # 77 owner Samantha Almy stated she and her husband are one of the four homes
88 adversely-impacted by the lot easement encroachment issue in Parrot Cay. She read from a
89 prepared statement describing her anticipation and excitement of occupying a newly-built
90 home in September of 2022 but received a letter from the CDD in August 2022 denying an
91 Easement Use Agreement that she was unaware was being sought. She detailed the emotional
92 and financial drain she and her family have experienced due to this development. She
93 commented that none of the parties, including the builder, County or HOA, had processes in
94 place to prevent the issue in a cost-efficient way and voiced her hope that the CDD will be able
95 to help resolve the matter.

96 Ms. Sanchez read two letters into the record.

97 Letter from Ms. Christine Tunney:

98 "Hello, I am submitting this letter because I am unable to make the CDD meeting due to
99 travel and would like to have this letter submitted to the record. It has come to my attention
100 that there are several properties in Parrot Cay that have purposed plans that violate the HOA,
101 CDD and County rules and setbacks. Including one pool that the owner openly admitted that he
102 knew the pool was too big and he stated he would ask for forgiveness instead of permission. He
103 has been vocal in the community and the meetings that he would not be correcting the issue

104 and he would just wait out the HOA and the CDD. Several of the residents in Coral Harbor have
105 added pools and extended lanais to their homes, each and every one of us followed the rules
106 set forth by our HOA, CDD and County. I truly hope that the County, the CDD and the HOA will
107 hold the residents of Parrot Cay to the same rules that the residents of Coral Harbor and
108 elsewhere in the community had to follow.”

109 Letter from Ms. Heidi Devlin, President of the Naples Reserve HOA:

110 “On your agenda today, it appears you will be discussing easement encroachments in
111 Parrot Cay. I am hoping you will each vote ‘no’ to these requests. We are a community of 1,088
112 homes. No other builder has had issues like KTS has with these four lots, and when KTS built
113 their first few homes in Parrot Cay, while the Developer was still here, they had no issues; they
114 followed the rules, they know the rules, yet just chose to ignore them with these homes. One of
115 the KTS homes is asking for your approval when they knowingly built the lanai larger than what
116 was approved and permitted. Why would you condone that? What message are we sending to
117 all of the other homeowners who followed the rules for their homes and pool projects? What
118 message are we sending to the homeowner whose pool/lanai project was stopped when it was
119 discovered and they were inches into the easement? They fixed it, yet for these KTS homes,
120 they don’t need to? What steps are in place to be sure this doesn’t happen again? I see no
121 changes to the process that would prevent this for any remaining homes to be built. I
122 understand these mistakes by KTS will be costly for them to address but that is their problem,
123 not yours. Doing the right thing isn’t always easy, and KTS should be held accountable to the
124 same standards, as all others have. Saying ‘yes’ to KTS will set a precedent, allowing the
125 remaining vacant lots to do the same; I urge you to vote ‘no.’”

126 ▪ **Discussion/Consideration of Lot Encroachments [Parrot Cay Lots 63, 65, 70 & 77]**

127 **This item, previously the Tenth Order of Business, was presented out of order.**

128 Mr. Jeff Wright, of the Henderson Franklin Law firm, stated he represents the four
129 property owners; the Almys, Carrs, Mianos and Ranallos. The Almys and Carrs are attending via
130 telephone and the Mianos and Mr. Pat Ranallo are present in person. In all, there are eight
131 owners of four properties who have been dealing with this encroachment issue for many

132 months and have incurred storage and rental costs as well as emotional costs. The property
133 owners would greatly appreciate a resolution that will allow them to reside in their homes.

134 Mr. Wright discussed how the issue originated, the 10' easement configuration along
135 the lake in Parrot Cay versus the 5' easement configuration of other properties within Naples
136 Reserve, the builder KTS's culpability, the setback and the lot boundary.

137 Mr. Wright reviewed the Naples Reserve Easement Encroachments PowerPoint
138 Presentation, including the locations of Parrot Cay Lots 63, 65, 70 and 77, plat history, status of
139 the four properties impacted by this issue, dedications, easements, proposed Easement
140 Vacation/Easement Use Agreement, Collier County's role and responsibilities, aerial drone
141 photographs of each property, public benefits of Vacating/Use Agreements and solutions to the
142 problem.

143 Mr. Wright outlined the following three options that would protect the CDD and help
144 the owners:

- 145 1. Grant or approve a Letter of No Objection (LONO) as part of the County's application.
- 146 2. Approve a tri-party agreement or Easement Use Agreement, defining space for each lot.
- 147 3. Approve a stand-alone encroachment agreement between the CDD and each property
148 owner.

149 Regarding the letter from the HOA, Mr. Wright stated he conferred with Ms. Kyla
150 Thompson, HOA Counsel, and was not aware that there was any opposition whatsoever. He
151 highlighted that there was no error on the part of the homeowners and no one is trying to get
152 away with anything; the encroachments were an honest mistake by the builder, given the
153 dimensional concerns he mentioned earlier.

154 Ms. Cerbone stated that the Board will give their feedback and/or pose questions and
155 then the affected property owners can have an opportunity to address the Board.

156 Mr. Marquardt stated it is unfortunate that the builder and County representatives
157 were not in attendance at the meeting, given that they caused this issue. He voiced his opinion
158 that KTS built properties elsewhere, correctly honoring the setbacks, but did not do so in these
159 four cases. He is having difficulty understanding how this occurred.

160 Mr. Wright responded to questions regarding the sequence of the construction, the
161 setbacks, why the structure/home in the Lake Maintenance Easement was not included in the
162 survey for Lot #65, why the pool area in Lot #70 is so large and the homeowner asking the HOA
163 for forgiveness instead of for permission. Asked why the County approved all the structures in
164 question, despite the encroachment issues, Mr. Wright guessed that it was an oversight on the
165 part of the County.

166 Mr. Marquardt discussed erosion concerns and issues about the property owners not
167 being able to install landscaping in front of their lanais, maintaining property values, precedent
168 set by the owners who followed the Easement Use Agreement setbacks, impact of breaking the
169 set precedent to help the affected property owners and pursuing the builder.

170 Ms. Cerbone stated the impacted property owners can issue their statements.

171 Lot #63 owner Mary-Ann Miano stated she and her husband contracted with KTS in
172 September 2020 and have experienced many obstacles unrelated to the issues being discussed.
173 She and Mr. Miano received approval from the County for the pool and the lanai, as planned.
174 They are careful planners, law-abiding citizens and innocent parties in this encroachment issue.
175 She explained that she and Mr. Miano sold their home in New Jersey in late August and, on
176 moving day, received a letter of rejection from the CDD with no explanation of what was being
177 rejected. She opined that they are essentially homeless and have been moving in and out of
178 various relatives' homes and have no privacy or independence. The builder and the County
179 were clearly culpable. She appealed to the Board to please realize the exception posed by Mr.
180 Wright does not impact the serviceability to the sprinkler line of the two palm trees and asked
181 the Board not to just see a structure, a house, but to see the individuals behind it.

182 Lot #70 owner Pat Ranallo stated he wished to clear the air with the Board, as he did not
183 know where the information of him asking for forgiveness and not permission came from. He
184 stated that it is untrue and that he had nothing to do with it. He and his wife hired KTS, the
185 designers and builders of all four of the homes in question. The pool is supposedly in the same
186 place and is the same size as what was submitted and approved by the County. The County has
187 been outstanding and granted him a Certificate of Occupancy (CO) for \$31,000, which he paid
188 for out of pocket. He discussed asking for an extension of his lanai cage and being approved by

189 the HOA and bringing a lawsuit against KTS. In his opinion, none of these easement
190 encroachments are causing erosion, as he believes that erosion is not caused by buildings, it is
191 caused by water or weather and from water coming off a building going on the grass. He felt
192 that the matter can be resolved by everyone working together to figure out a way to solve the
193 issues and make it amicable for everybody. Asked if he submitted a plan to the Design Review
194 Committee (DRC) and if it was approved, Mr. Ranallo stated he had no part in submitting
195 anything and the pool was constructed before the current HOA was in place.

196 Ms. Almy discussed the setbacks in relation to the easements, the interior lake and the
197 Count. She noted that KTS was an original approved builder that won awards for its homes but
198 is currently bankrupt and, if sued, it would be difficult to collect any money from them. She
199 voiced her assumption that KTS was vetted and that Parrot Cay was the premier community in
200 the area and stated, although she and Mr. Almy did their due diligence, they find themselves in
201 this unfortunate situation. While she understands prior precedent, she appealed to the Board
202 for a resolution.

203 Lot #65 owner Brian Carr commented that plantings are the best way to solve the
204 erosion issue and that the property owners have no plans to add vegetation around their lanai
205 and the palm trees that were previously planted are closer to the water than the irrigation
206 mainline. The trees are well beyond the encroachment and the 5' remaining encroachment. He
207 expressed his disappointment with KTS abandoning the projects. He contacted other builders
208 but no one is willing to complete a partially built home under a different registration. He
209 concluded that many errors were made, which were carried forward by multiple parties;
210 however, it was an oversight and a chain reaction with multiple links connected together
211 caused the current situation that the four property owners are in.

212 Mrs. Carr stated, in response to a comment that was made that the four property
213 owners wanted bigger homes than the properties would allow, she and the other property
214 owners would not want to go against regulations. This issue has been excruciating and has
215 taken over their lives. The surveyor surveyed only the home, as the pool and lanai decks were
216 not in place. The surveyor simply looked at the lot line and the existing conditions of the
217 principal structure.

218 In response to Mr. Marquardt's question as to why the survey submitted to the County
219 for Lot #65 did not show the existing structure that is open on all sides, Mr. and Mrs. Carr
220 stated they do not know.

221 Asked for his feedback, Mr. Cole noted the CDD's maintenance responsibility for the
222 Easement Use Agreement and the IE on the plat and Collier County not making emergency
223 repairs. He stated by decreasing the Easement Use Agreement by 5', the irrigation line will need
224 to be identified; if the vacation is granted and there is a conflict, the homeowner will need to
225 pay for relocating the irrigation line. Physically, a backhoe or some type of equipment could fit
226 into the 15' area to make repairs.

227 Mr. Cole discussed the drone photos, erosion, yard drain pipes, 4:1 slope in case of a
228 major storm and difficulties accessing certain areas due to the encroachments. He pointed out
229 that, if the Board agrees to vacate or put an easement agreement in place, it must be ironclad
230 in that the CDD will in no way be responsible for any damage to a structure on the lot caused by
231 a vacation of 5' of the Easement Use Agreement, which the CDD would be responsible for.

232 Mr. Willis commented on negligence, lot size and KTS. He stated, for the record, that
233 the CDD did not hire the builder. Regarding a principal survey for the homes, the reason for a
234 second survey is to make sure that, if a pool is installed, it does not encroach on easements.
235 Regarding rebuilding the lake bank to restore the easement size, he stated that is a costly
236 option. He encouraged the Board to target the builder for recovery.

237 Asked about the CDD's legal position, Ms. Magaldi stated the CDD does have an
238 encroachment policy in effect for those nonstructural improvements on its property, such as
239 boat docks, pool equipment, etc., but the issue involves structural improvements for pools,
240 lanais, etc. She acknowledged the three options proposed by Mr. Wright and voiced her
241 understanding that these Easement Use Agreements are not always for structural
242 improvements; they are intended for things like A/C pads or pool equipment, and entering into
243 an Easement Use Agreement would be off the table for the County and the CDD. Ms. Magaldi
244 noted there is no request for vacation of easements in today's meeting but that could
245 potentially come at a later date regardless of whether the Easement Use Agreement is granted
246 now or not. A vacation would be cleaner on a title and the homeowners are giving up the 5' of

247 easement versus, with the Easement Use Agreement, they would allow those structures to
248 exist.

249 Ms. Godfrey stated that her heart breaks for the innocent homeowners and that she
250 hoped they would pursue the builder. She feels that the Board needs to find a way to help the
251 owners occupy their homes. She asked about the potential consequences, should the Board
252 decide to disallow the encroachments. Ms. Magaldi stated the CDD is not required to grant an
253 easement and litigation could be on the table. Asked how the CDD would respond to a lawsuit,
254 Ms. Cerbone stated, if at any time a complaint is filed against the CDD, it would go to the
255 Registered Agent, who would forward it to the District Manager, who would then forward it to
256 the CDD's insurance carrier. The insurance carrier would assign outside Counsel, who then
257 works with District Counsel and other CDD Staff.

258 Regarding the difference between a vacation and an Easement Use Agreement, Ms.
259 Cerbone stated a vacation is in favor of the property owner; whereas, an Easement Use
260 Agreement favors the CDD. For example, if the CDD needs to access the area but cannot due to
261 the encroachments, the CDD has the right to remove and/or damage the encroaching
262 structures to perform maintenance, without giving notice.

263 Discussion ensued regarding the dangers of building on an easement, which of the three
264 options would be safest for the CDD, whether the Board should vote today, requesting
265 additional information from Mr. Wright, whether to set a special meeting in January, LONO
266 requests, the County requiring a LONO regardless of which option is chosen, the County
267 granting Mr. Ranallo a CO despite the issues and how the other property owners can obtain
268 COs from the County.

269 In response to Ms. Hill's question regarding which option to choose, Ms. Cerbone stated
270 Staff would recommend the third option; a stand-alone agreement between the property
271 owner and the CDD; however, even if that is achieved, the CDD might still have to issue a LONO
272 to the County.

273 The Board's consensus was to vote on the three options at the next meeting and to
274 allow Mr. Wright to follow up with the County to confirm the LONO requirement and obtain
275 additional information from the property owners.

276 Ms. Cerbone stated the four lots will be listed as separate items on the next agenda and
277 Mr. Wright must make individual presentations for each property.

278 **Mr. Wright left the meeting.**

279 **The meeting recessed at 12:32 p.m. and reconvened at 12:39 p.m.**

280 Ms. Cerbone recapped the following action items for Mr. Wright:

281 ➤ See what he can do to obtain COs for the property owners, as it is not the CDD's job.

282 ➤ Obtain confirmation from the County that there will not be an issue if the Board
283 considers granting an easement and that it would be solely between the CDD and the property
284 owner, with the understanding that the CDD would issue a LONO to the County.

285 Ms. Magaldi recapped the items that she will convey to Mr. Wright before of the next
286 meeting, as follows:

287 ➤ Mr. Wright to specify the actual square footage needed for each of the four lots.

288 ➤ That, if the easement encroachment agreements are granted, there will be a request for
289 reimbursement of legal and engineering fees and, potentially, an upfront dollar amount for lake
290 bank restoration.

291 Ms. Hill cautioned against communicating to Mr. Wright that it is a foregone conclusion
292 that the Board will approve anything.

293 Mr. Cole will inspect the Easement Use Agreements in each of the four lots, including
294 the palm tree locations, and prepare a report of his findings prior to the next meeting.

295

296 **FIFTH ORDER OF BUSINESS**

Action Items Updates

297

298 **A. Chair**

- 299 • **Matters Relating to the Littoral Shelf**

300 **B. Supervisor Hill**

- 301 • **Easement Audit Project**

302 These items were presented following the Sixth Order of Business.

303

304 **SIXTH ORDER OF BUSINESS**

Service Provider Reports

305

306 **A. SOLitude Lake Management, LLC**

307 Mr. Willis stated he is working with SOLitude to improve their reports. Future reports
308 will include identifying the lakes that are being treated and the products used to treat them.

309 Mr. Willis presented Work Order #00054546 and responded to a question regarding
310 debris collection.

311 **B. Napier Sprinkler, Inc**

312 Mr. Willis stated Napier did not submit a sprinkler report and indicated that a few
313 erosion repairs were done to resolve the Drainage District violations. The project is unfinished
314 so Staff will meet with Napier next week to update the proposal and prioritize the areas that
315 need to be addressed.

316 **▪ Consideration of Superior Waterway Services, Inc.**

317 **This item, previously the Ninth Order of Business, was presented out of order.**

318 Mr. Willis presented the following:

319 **A. Aeration Management Agreement**

320

321 **On MOTION by Ms. Godfrey and seconded by Ms. Harmon, with all in favor,**
322 **the Superior Waterway Services, Inc., Aeration Management Agreement, for**
323 **\$250 per quarter, was approved.**

324

325

326 **B. Aeration Repair Service Agreement**

327

328 **On MOTION by Ms. Godfrey and seconded by Ms. Harmon, with all in favor,**
329 **the Superior Waterway Services, Inc., Aeration Repair Service Agreement, in**
330 **substantial form, pending outcome of easement requirements, was approved.**

331

332

333 This item will be carried over to the next agenda.

334 **▪ Operations Manager: *Wrathell, Hunt and Associates, LLC***

335 **This item, previously Item 15C, was presented out of order.**

336 Mr. Willis presented the December Field Operations Report.

337 **Mr. Willis left the meeting.**

338 **▪ Action Items Updates**

339 **A. Chair**340 • **Matters Relating to the Littoral Shelf**341 **This item, previously Item 5A, was presented out of order.**

342 Mr. Marquardt stated he and Ms. Devlin have been discussing the bank ratio around a
343 lake and, after inspecting several properties in the area with Mr. Cole, it appears the lake bank
344 is not at a 4:1 ratio, which makes it impossible to bring in maintenance equipment and mow the
345 lawn. Per Mr. Cole, the area must be mowed in order to conduct a proper inspection. Ms.
346 Devlin agreed to have Crawford clear the area between December 7th and 9th. Mr. Cole
347 confirmed that an inspection will occur days later. The findings will be presented to the HOA. It
348 will become a question of which entity is responsible for corrections.

349 Mr. Marquardt toured the rowing lake with several individuals and discovered visible
350 debris and additional construction debris that is visible when the lake recedes. In the past,
351 volunteers offered to maintain the area but the CDD declined the offers because of liability
352 concerns. Asked if there is a way to mitigate this, Ms. Magaldi stated there might be. She will
353 research it and present her findings at the next meeting.

354 **B. Supervisor Hill**355 • **Easement Audit Project**356 **This item, previously Item 5B, was presented out of order.**

357 Ms. Hill presented the Easement Audit Report and stated only the easements between
358 the homes were inspected; it was a visual audit conducted with Mr. Willis.

359 Ms. Hill discussed fences, easement encroachments, trees, transformers and irrigation
360 equipment in different areas.

361 Discussion ensued regarding significant erosion concerns in Mallard Point, surveys, the
362 DRC and how to proceed with the properties found to have easement violations.

363 Mr. Willis will be asked to inspect Mallard Point. Ms. Hill will draft a letter to all property
364 owners stating that there might be easement encroachments on their properties.

365 **Mr. Cole left the meeting.**

366

367 **SEVENTH ORDER OF BUSINESS****Consideration of Cardno Inc., Professional
Services Agreement Termination**

368

369 Ms. Sanchez referred to the Cardno Inc., Professional Services Agreement and discussed
370 termination of the Agreement.

371

372 **On MOTION by Ms. Godfrey and seconded by Mr. Marquardt, with all in favor,**
373 **terminating the Cardno Inc., Professional Services Agreement, was approved.**

374

375

376 **EIGHTH ORDER OF BUSINESS**

**Consideration of SOLitude Lake
377 Management, LLC, Lake Aerator
378 Maintenance Agreement Termination**

379

380 Ms. Sanchez referred to the SOLitude Lake Management, LLC, Lake Aerator
381 Maintenance Agreement and discussed termination of the Agreement.

382

383 **On MOTION by Ms. Godfrey and seconded by Mr. Marquardt, with all in favor,**
384 **terminating the SOLitude Lake Management, LLC, Lake Aerator Maintenance**
385 **Agreement, was approved.**

386

387

388 **NINTH ORDER OF BUSINESS**

**Consideration of Superior Waterway
389 Services, Inc.**

390

391 This item was discussed during the Sixth Order of Business.

392

393 **TENTH ORDER OF BUSINESS**

**Discussion/Consideration of Lot
394 Encroachments [Parrot Cay Lots 63, 65, 70
395 & 77]**

396

397 This item was discussed during the Second Order of Business.

398

399 **ELEVENTH ORDER OF BUSINESS**

**Ratification of Boat Dock Encroachment
400 Agreements**

401

402 Ms. Sanchez presented the following agreements executed between meetings:

403 **A. 14475 Stillwater Way**

404 **B. 14384 Neptune Avenue**

405 **C. 14563 Stillwater Way**

406 On MOTION by Ms. Hill and seconded by Ms. Godfrey, with all in favor, the
 407 Boat Dock Encroachment Agreements for 14475 Stillwater Way, 14384
 408 Neptune Avenue and 14563 Stillwater Way, were ratified.

409
 410
 411 **TWELFTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
 412 **Statements as of October 31, 2022**

413
 414 Ms. Sanchez presented the Unaudited Financial Statements as of October 31, 2022.

415
 416 On MOTION by Mr. Marquardt and seconded by Ms. Hill, with all in favor, the
 417 Unaudited Financial Statements as of October 31, 2022, were accepted.

418
 419
 420 **THIRTEENTH ORDER OF BUSINESS** **Approval of September 1, 2022 Regular**
 421 **Meeting Minutes**

422
 423 Ms. Sanchez presented the September 1, 2022 Regular Meeting Minutes.

424
 425 On MOTION by Mr. Marquardt and seconded by Ms. Harmon, with all in favor,
 426 the September 1, 2022 Regular Meeting Minutes, as presented, were
 427 approved.

428
 429
 430 **FOURTEENTH ORDER OF BUSINESS** **Other Business**

431
 432 There was no other business.

433
 434 **FIFTEENTH ORDER OF BUSINESS** **Staff Reports**

435
 436 **A. District Counsel: *Coleman, Yovanovich & Koester, P.A.***

437 There was nothing further to report.

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

439 **I. Update: Hurricane Ian Inspection Report**

440 **II. Drainage Easements and Lake Conveyance Maps**

441 These items were not addressed.

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

- 443 • Lingerin^g Homeowner Issues

444 This item was presented during the Sixth Order of Business.

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

- 446 • **NEXT MEETING DATE: February 2, 2023 at 10:30 AM**

- 447 ○ **QUORUM CHECK**

448 The next meeting would be held on February 2, 2023.

449 A Special Meeting might be scheduled in January, pending Mr. Wright’s findings.

450

451 **SIXTEENTH ORDER OF BUSINESS**

Public Comments

452

453 There were no public comments.

454

455 **SEVENTEENTH ORDER OF BUSINESS**

Supervisors’ Requests

456

457 There were no Supervisor’s requests.

458

459 **EIGHTEENTH ORDER OF BUSINESS**

Adjournment

460

461

On MOTION by Ms. Godfrey and seconded by Mr. Inez, with all in favor, the meeting adjourned at 1:32 p.m.

462

463

464

465

466

467

468

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


469
470
471
472
473
474

Secretary/Assistant Secretary

Chair/Vice Chair

NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
BI

		Daily Activity Report	
		DATE:	2021-10-11
		REPORT NO:	1
		PROJECT NAME:	N. Reserve
		OBSERVED BY:	M. RODDIS
FIELD OBSERVER:	M. RODDIS	REVIEWED BY:	Terry Cole CDD ENG.
		REPORT ISSUED DATE:	2022-10-11
		TIME:	
		ENGINEER OF RECORD:	
		HM FILE NO:	2013.030
Morning Weather/Temp	77	Afternoon Weather/Temp	83

Contractor:		Subcontractors:	
Project Manager		Project Manager	
Foreman		Foreman	
Laborers		Laborers	
Equipment Operator		Equipment Operator	
Equipment:	No.	Equipment:	No.
Rubber Tire Hoe		Track Hoe	
Trac Hoe		Mini Excavator	
Trailer		Front End Loader	
Loader		Bore Machine	
Truck/Tools		Truck/Tools	
Scissor lift		Skid Steer	
Vac- truck		Scissor lift	

ON SITE VISITORS:

Daily Activity Report
PUBLIC CONCERNS OR ISSUES TO BE ADDRESSED (See log in book with additional information):

WORK COMPLETED:

10-11-22

Onsite visit after Hurricane Ian which occurred on 9/28/22. Finished looking at WCS's and the NW corner of lake 21. The lake bank issue is along the rear of the Laguna Springs Lane lots adjacent to lake 21, from the lots east of WCS 6-2 to Naples Reserve Circle and west of WCS6-2 almost to WCS 6-1. The lake bank has 2'-3' high grass which needs to be weed eated and mowed. Some of the bank is eroded and is 2.5 to 3 /1 slope (vs. 4:1 required) and very rough in some areas. The home builder needs to repair many of the areas. Some lots need to have silt fence installed adjacent to the lake; others need the silt fence repaired.

As for the Water Control Structures (WCS's), they are as follows:

All were flowing fine. WCS 6-1 and 6-2 need to be cleaned out (6" of sand or more is present). See attached pictures and maps for locations.

1178 lake bank at #14306 Laguna Springs Lane – silt fence needed and repair lake bank

1179 lake bank #14292 Laguna Springs Lane (looking east) – lake bank needs mowing in order to inspect for lake erosion (typical for most lots).

1180 lake bank lake bank #14292 Laguna Springs Lane (looking west) – lake bank needs mowing in order to inspect for lake erosion (typical for most lots).

1155 CS -1

1156/1157 WCS 6-5

1170/1171 WCS 3-2

1172/1173 WCS 6-4

1177/1178 WCS 6-1 WCS NEEDS TO BE CLEANED

1160/1161 WCS 6-2 WCS NEEDS TO BE CLEANED, silt fence needs repair

1159 WCS 6-3

1166/1167 WCS 2-3

1168/1169 WCS 2-1

1170/1171 WCS 3-1

1176/1177 WCS 5-1

1174/1175 WCS 4-1

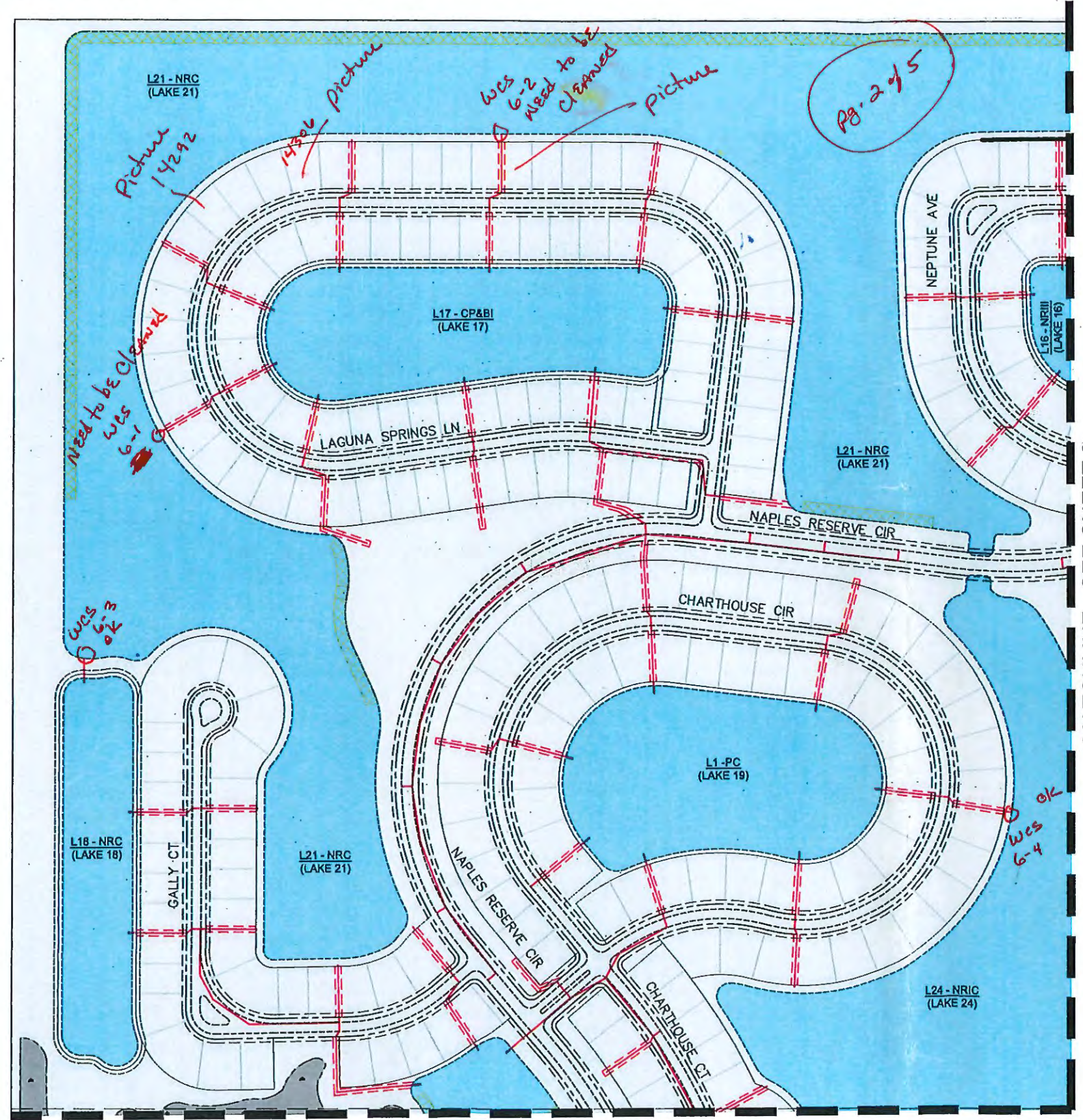
Departure Time:

ACCIDENTS OR INJURIES:

none

PHOTOS WITH DESCRIPTION:

PICTURES ARE IN PHOTO FILE



LEGEND

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

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

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

NOTES:

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

MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 4

LETTER	REVISIONS	DATE

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'

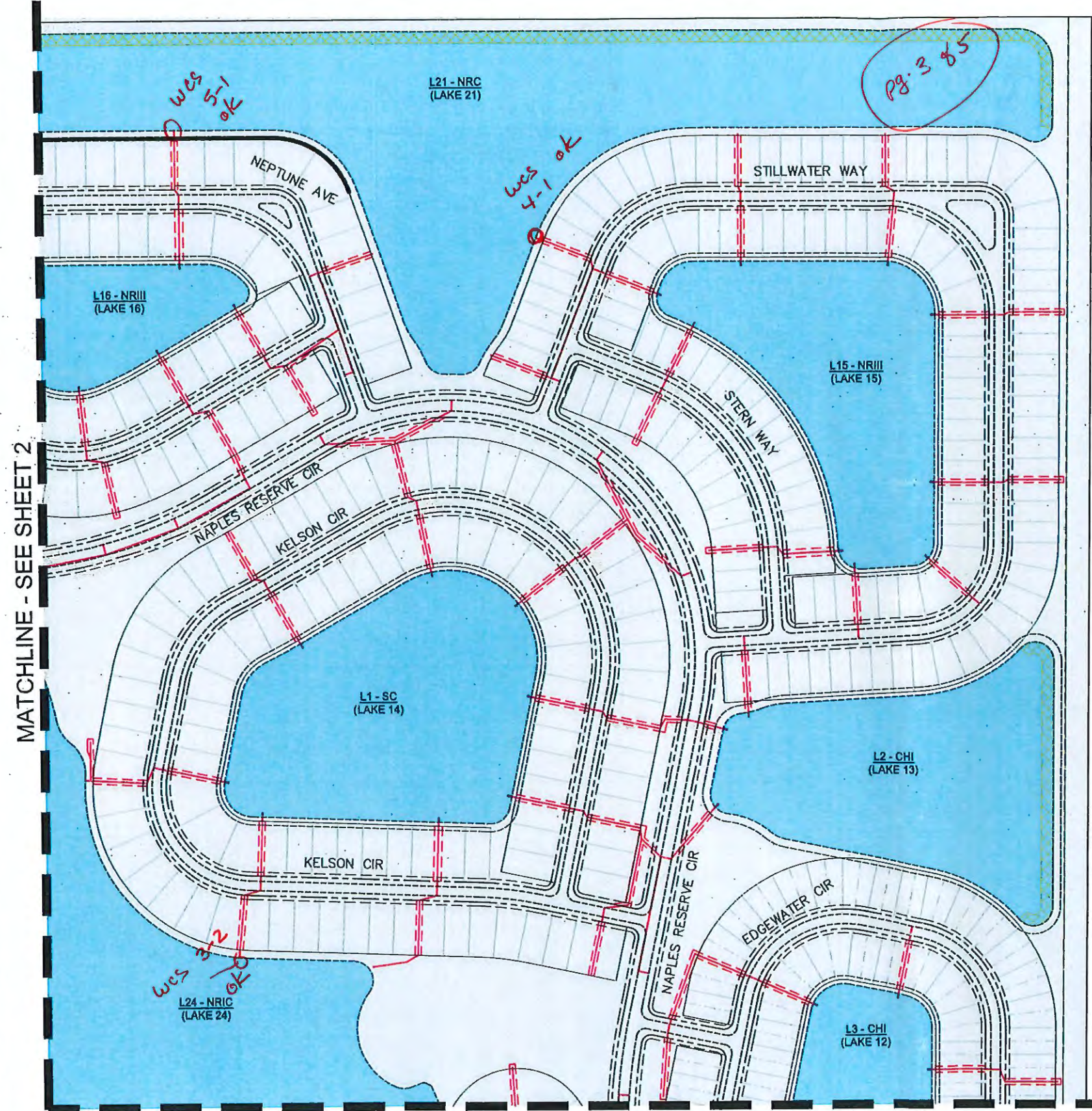
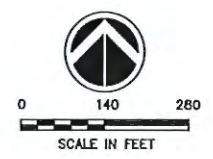


950 Encore Way
 Naples, FL. 34110
 Phone: (239) 254-2000
 Florida Certificate of
 Authorization No.1772

**CDD DRAINAGE EASEMENTS
 and LAKE CONVEYANCE MAPS**

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:

REFERENCE NO. SEE PLOTSTAMP	DRAWING NO. 2005-02
PROJECT NO. 2013.030	SHEET NO. 2 OF 5
DATE	



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.

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MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 5

LETTER	REVISIONS	DATE

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'



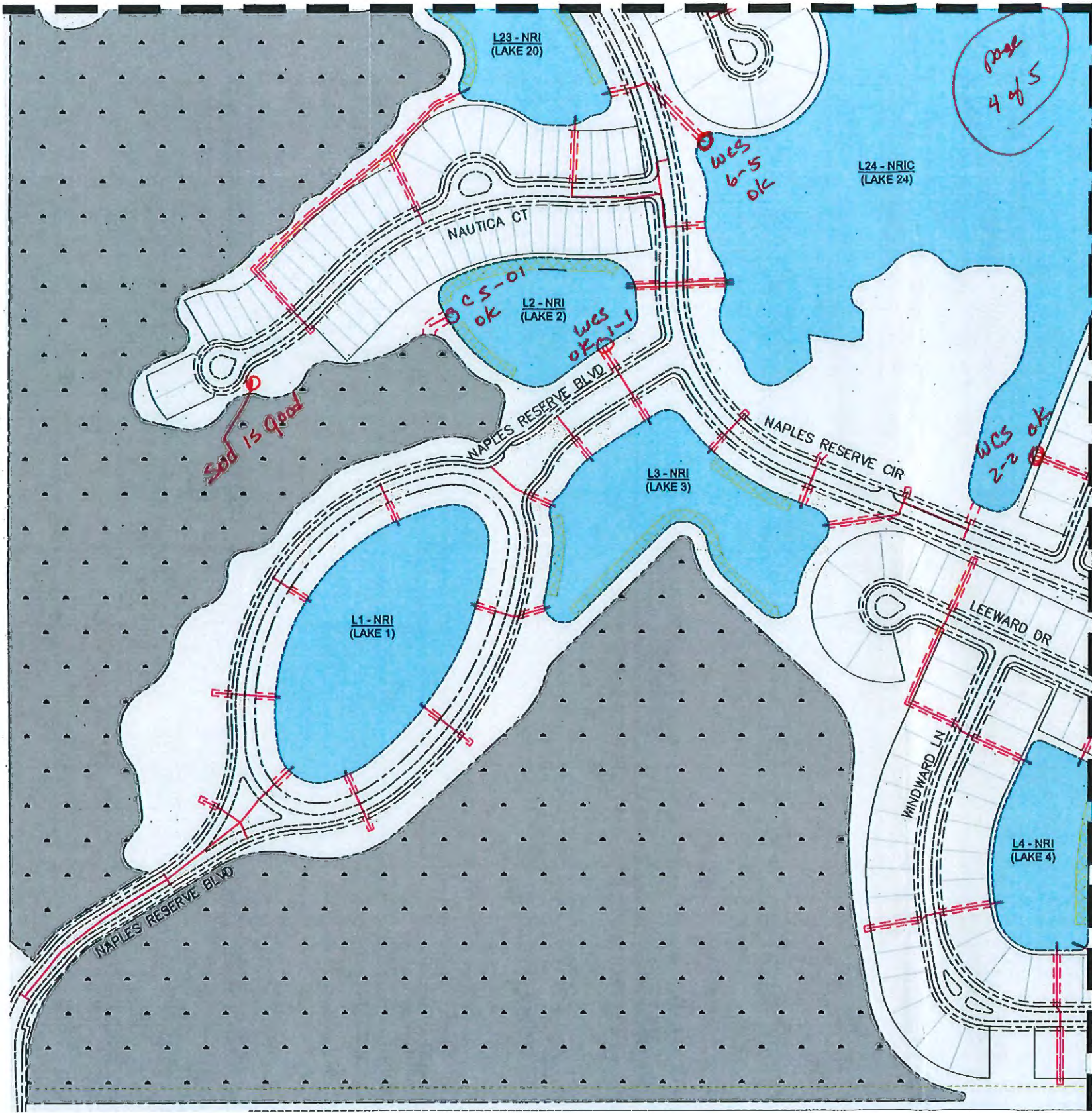
950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

**CDD DRAINAGE EASEMENTS
and LAKE CONVEYANCE MAPS**

THESE DRAWINGS ARE NOT
APPROVED FOR CONSTRUCTION
UNLESS SIGNED BELOW.
DATE _____

REFERENCE NO.	DRAWING NO.
SEE PLOTSTAMP	5008-3
PROJECT NO.	SHEET NO.
2013.030	3 OF 5

MATCHLINE - SEE SHEET 2



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

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MATCHLINE - SEE SHEET 5

P:\2013\2013030\DRAWING\2013-03-04_CDD_PRESERVE TO HOA\2013-03-04_CDD_PRESERVE TO HOA.dwg - 2/21 - 9:15am Plotted by: ambergreen

LETTER	REVISIONS	DATE

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'

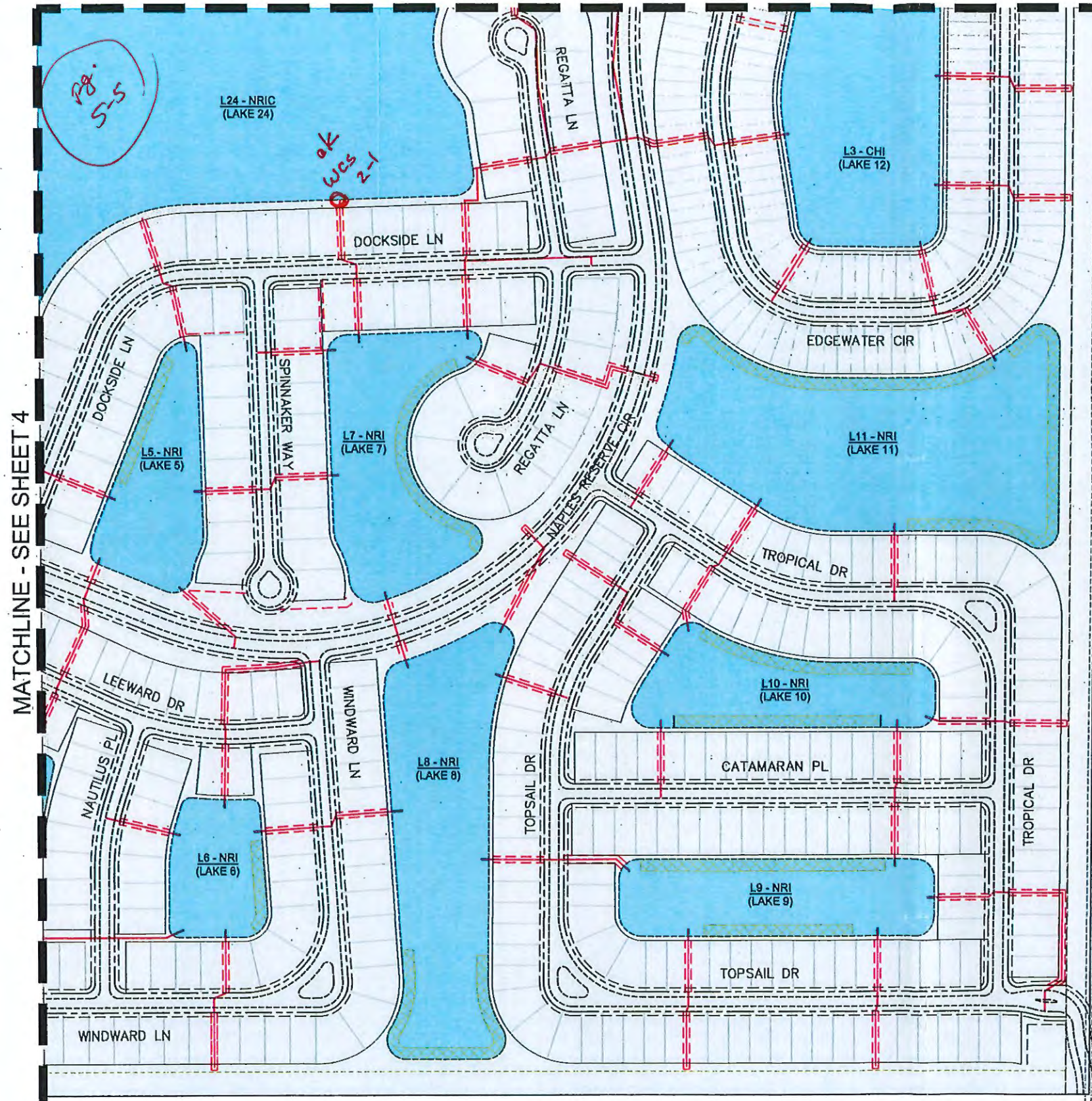


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**CDD DRAINAGE EASEMENTS
and LAKE CONVEYANCE MAPS**

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	SEE PLOTSTAMP	5008-04
DATE _____	PROJECT NO.	SHEET NO.
	2013.030	4 OF 5

MATCHLINE - SEE SHEET 3



LEGEND

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

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- 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

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2. THE DEVELOPMENT IS ZONED 'RPUD'.

MATCHLINE - SEE SHEET 4

R:\2013\2013030\Draw\Cadd\NAPLES_RESERVE_TO_HOA\3000_2m_annotated.dwg 2008-05-22 Aug 04, 2021 9:10am Plotted by: amandareginn

LETTER	REVISIONS	DATE

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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UNLESS SIGNED BELOW:
DATE _____

REFERENCE NO.	DRAWING NO.
SEE PLOTSTAMP	5008-5
PROJECT NO.	SHEET NO.
2013.030	5 OF 5

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



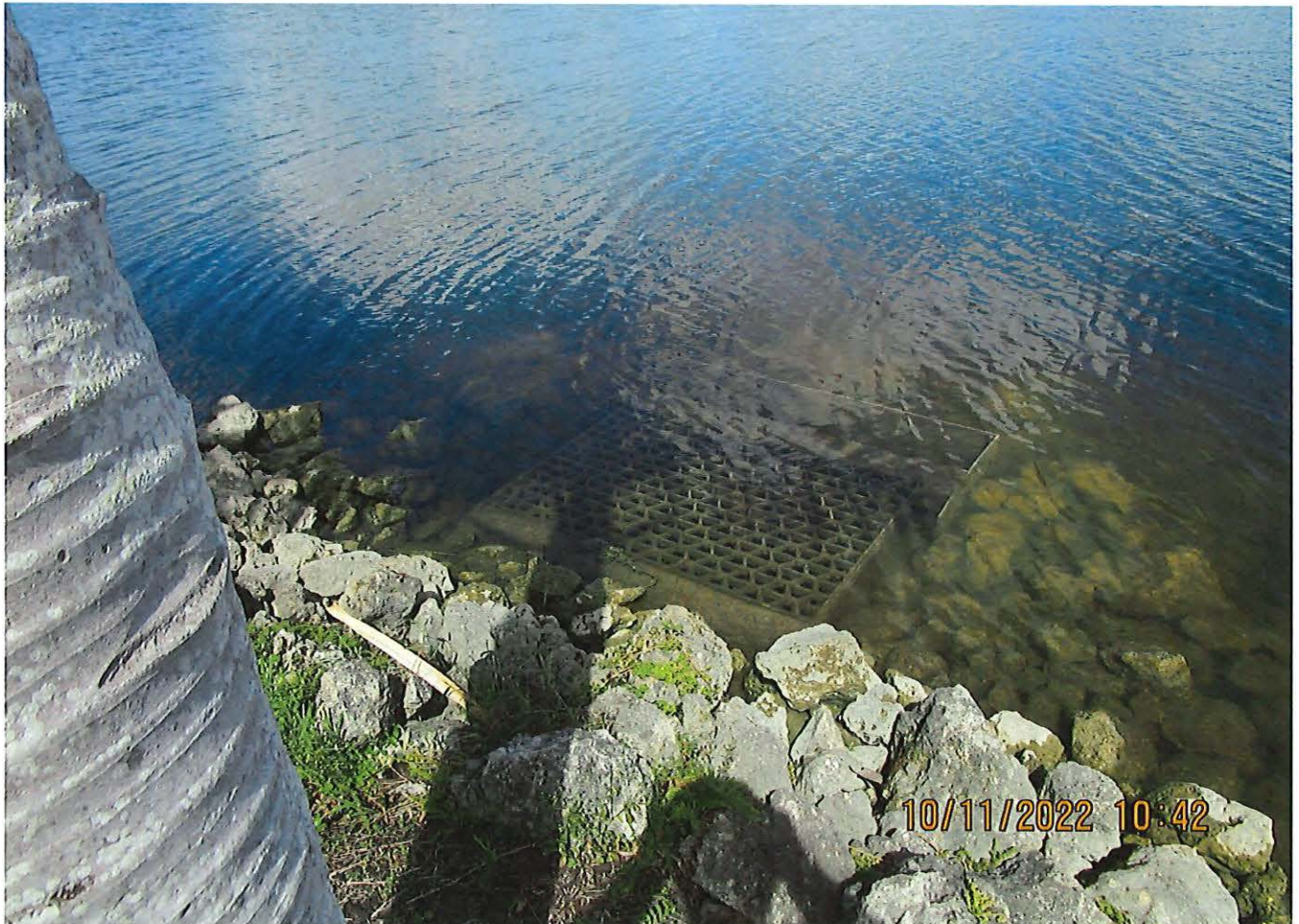
1167
WCS
2-3



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

	Daily Activity Report		
	DATE:	2023-1-4	
	REPORT NO:		
	PROJECT NAME:	Naples Reserve (2013030.A)	
	OBSERVED BY:	B. Ferguson	
	REVIEWED BY:	Terry Cole	
	FIELD OBSERVER:	B. Ferguson	
	REPORT ISSUED DATE:	2023-1-4	
	TIME:		
	ENGINEER OF RECORD:	Hole Montes	
	HM FILE NO:	2013030.A)	
Morning Weather/Temp	Clear / 65	Afternoon Weather/Temp	Partly Cloudy / 85

Contractor:		Subcontractors:	
Project Manager		Project Manager	
Foreman		Foreman	
Laborers		Laborers	
Equipment Operator		Equipment Operator	
Equipment:	No.	Equipment:	No.
Rubber Tire Hoe		Track Hoe	
Trac Hoe		Mini Excavator	
Trailer		Front End Loader	
Loader		Bore Machine	
Truck/Tools		Truck/Tools	
Scissor lift		Skid Steer	
Vac- truck		Scissor lift	

ON SITE VISITORS:
None

Daily Activity Report
PUBLIC CONCERNS OR ISSUES TO BE ADDRESSED (See log in book with additional information):

LOT #36 Repair Silt Fence

WORK COMPLETED:

Hole Montes senior construction representative was onsite along with P.E. Terry Cole to inspect slopes at the following locations: Lots 50 – 13 on Laguna Springs Lane adjacent to Lake 21. The following deficiencies were observed:

- Lots 50 – 48 need regrading. Slopes did not meet the required 4:1 specification.
- Lot 47. New sod needed and removal of rip rap (i.e., clean).
- Lot 46. Repair / install silt fence.
- Lot 43. Repair / install silt fence.
- Between lots 43 and 42, repair washout.
- Lot 42. Remove downspout overflows into lake (must discharge into swale).
- Lot 41. Regrade slope and repair / install silt fence. Slope did not meet the required 4:1 specification.
- Between lots 38 and 39, repair catch basin grate (28"x36").
- Lot 34. Regrade slope. Slope did not meet the required 4:1 specification.
- Lot 33. Regrade slope. Slope did not meet the required 4:1 specification.
- Lot 32. Regrade slope. Slope did not meet the required 4:1 specification.
- Lot 29. Regrade slope. Slope did not meet the required 4:1 specification.
- Lot 28. Regrade slope west of catch basin.
- Between lots 28 and 29 (corner), new sod needs to be installed.
- Lot 26. Regrade slope and repair / install silt fence. Slope did not meet the required 4:1 specification.
- Lot 24. Regrade center of slope. Slope did not meet the required 4:1 specification.
- Lots 19 – 21 need regrading. Slopes did not meet the required 4:1 specification.
- Lot 16. Regrade east side of slope. Slope did not meet the required 4:1 specification.
- Lot 15. Regrade east side of slope. Slope did not meet the required 4:1 specification.
- Lot 14. Regrade slope. Slope did not meet the required 4:1 specification.
- Lot 13. Regrade slope and repair / install silt fence. Slope did not meet the required 4:1 specification.
- Between lots 13 and 12. Catch basin needs to be cleaned.
- Additional trimming needs to be performed on all slopes.

corner lot 12/13



-Terry Cole

12/13

LOT 13



13

-Terry Cole

LOT 15



15

-Terry Cole

LOT 16



16

-Terry Cole

LOT 19



-Terry Cole

19

LOT 21



-Terry Cole

21

LOT 24



-Terry Cole

24

LOT 26



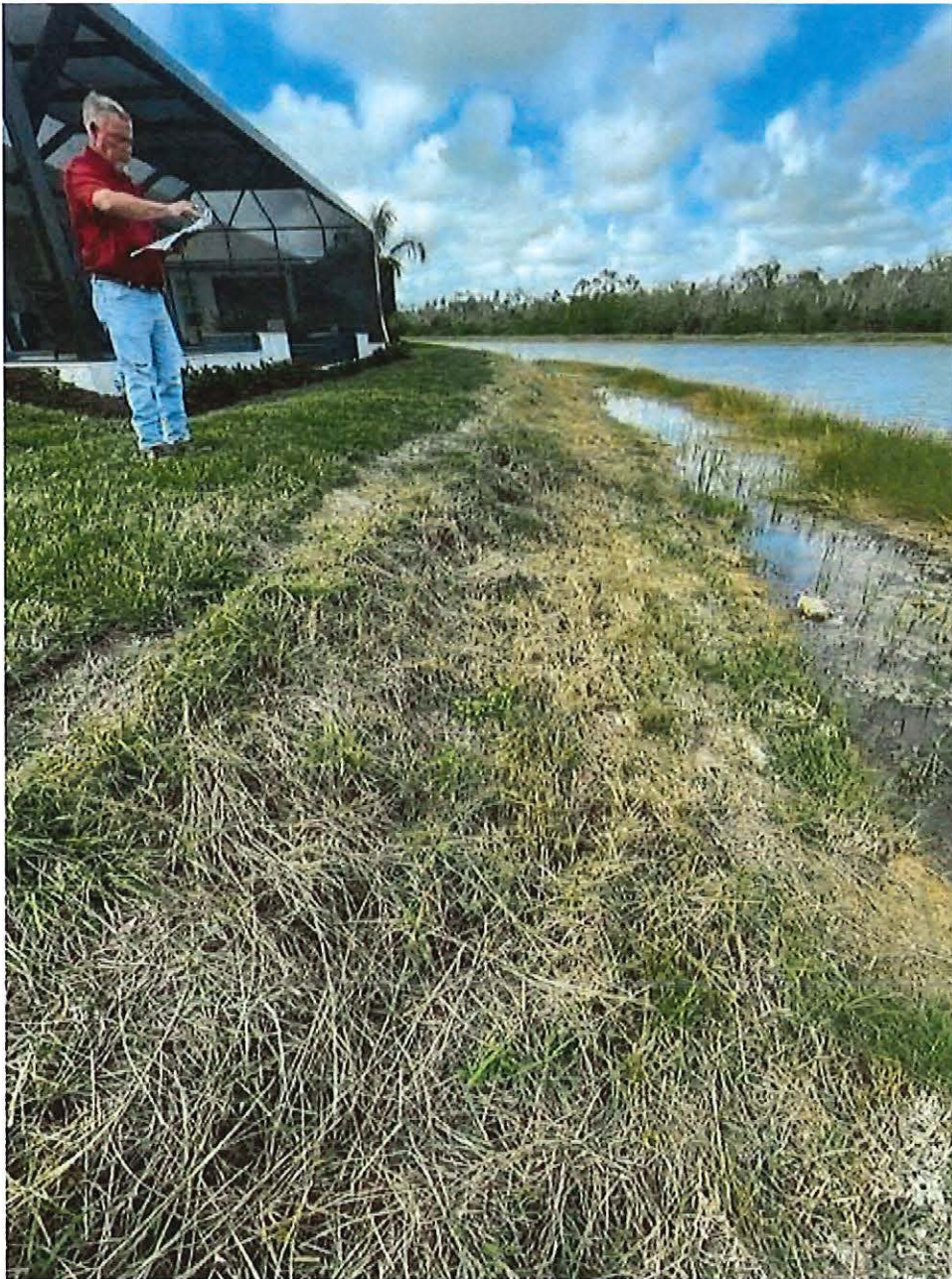
26

LOT 28



-Terry Cole

28



lots
29

29

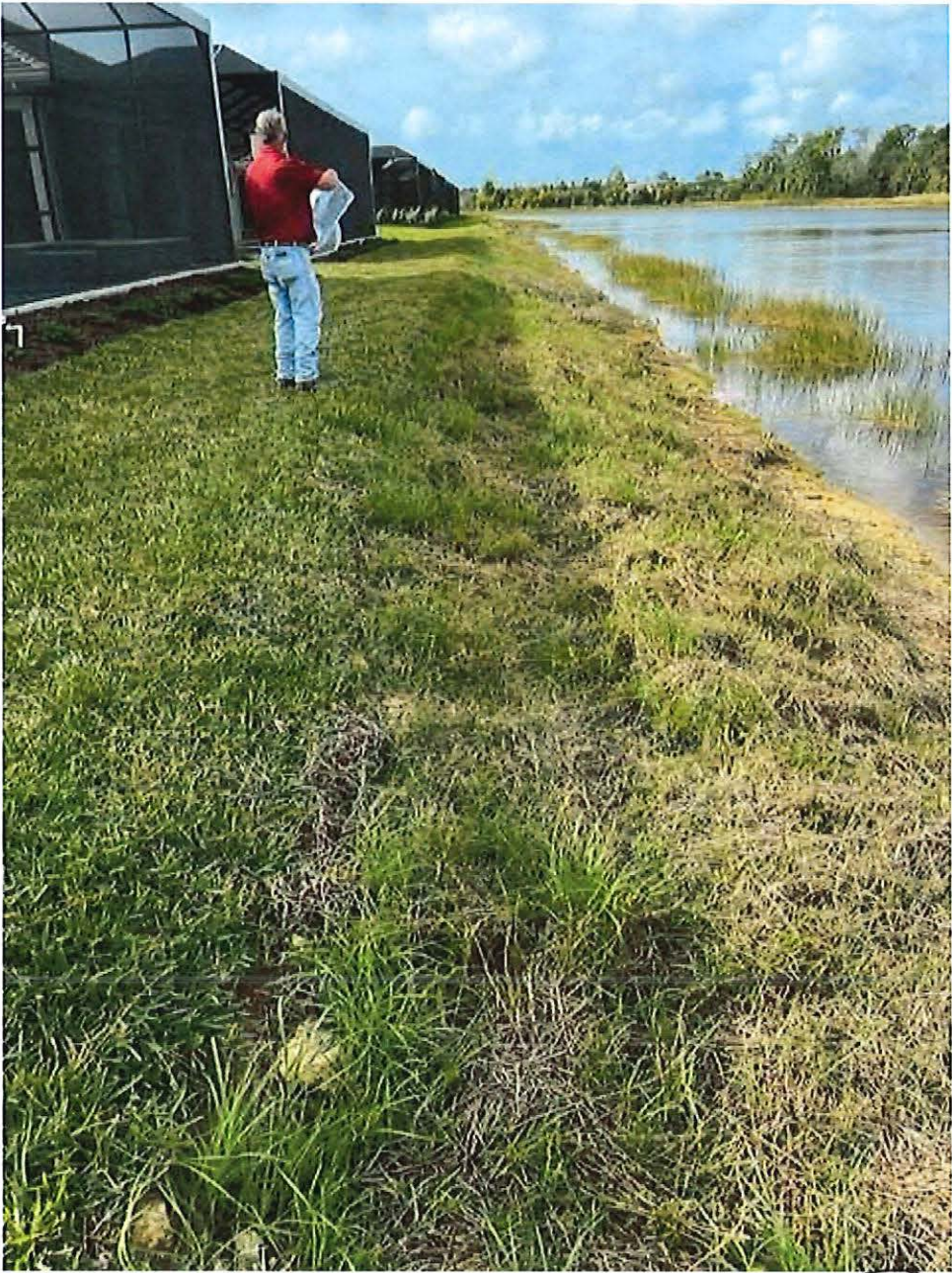
LOT 33



-Terry Cole

33

LOT 34



-Terry Cole

34

Lot 36
(SF) Repair

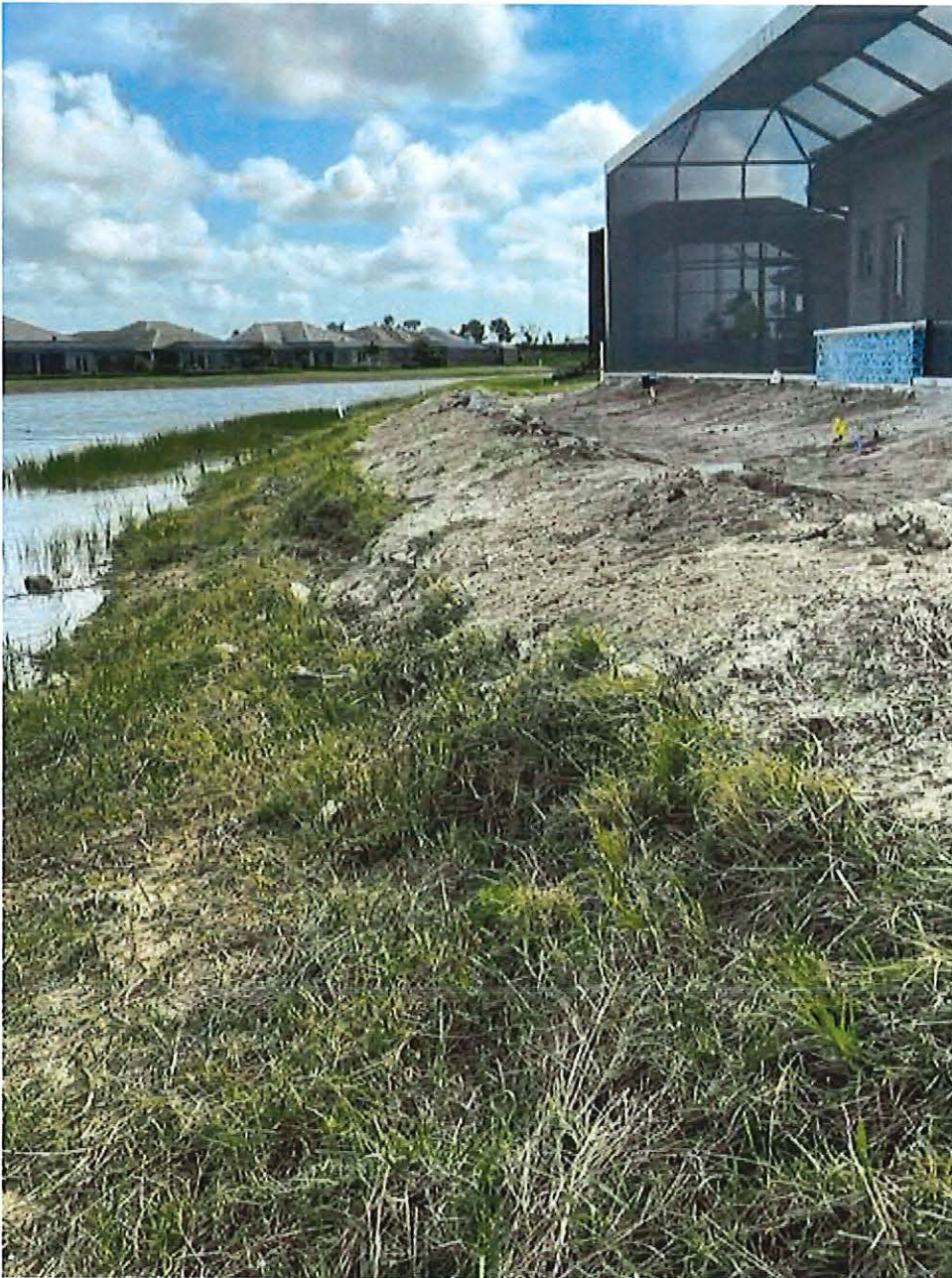


-Terry Cole

36



38/39



41

-Terry Cole



42

LOT 42



42



42

lots ~~of~~ 143



-Terry Cole

43

~~10/1/17~~



~~42~~ 43

LOT 46



46

LOT 47



47

lots 50-48

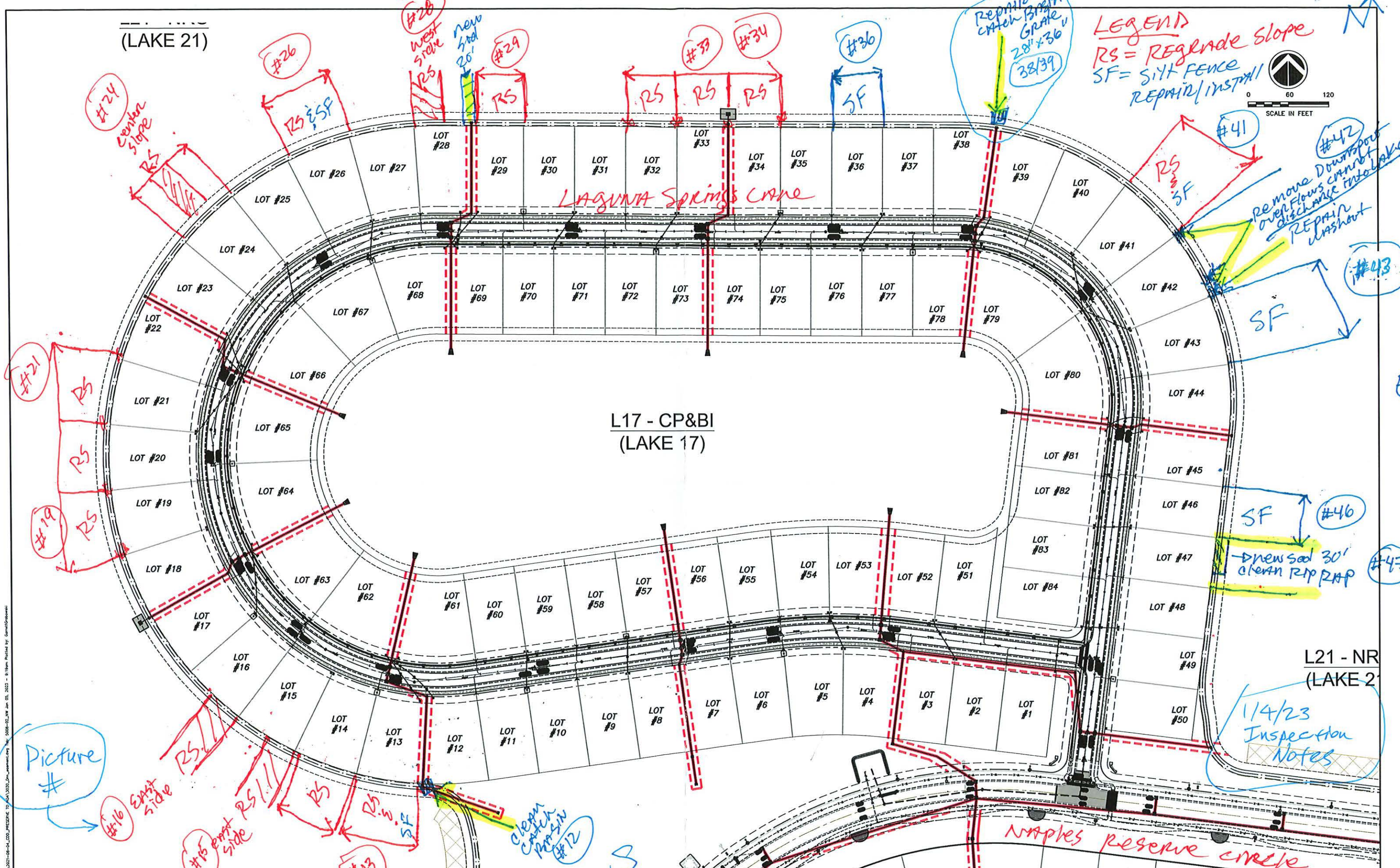


~~lots 50-48~~ Grass along bank needs cutting,
minor erosion not visible

lots 48, 49, 50

(LAKE 21)

LEGEND
 RS = REGRADE SLOPE
 SF = SILT FENCE
 REPAIR/INSTALL



L17 - CP&BI
(LAKE 17)

L21 - NR
(LAKE 21)

Picture #

1/14/23
Inspection
Notes

LETTER	REVISIONS	DATE

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"=60'



950 Encore Way
 Naples, FL. 34110
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 Florida Certificate of
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**CDD DRAINAGE EASEMENTS
 and LAKE CONVEYANCE MAPS**

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	SEE PLOTSTAMP	2005-02
	PROJECT NO.	SHEET NO.
	2013.030	2 OF 5
DATE		

NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
BIII

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

Proposal

Date	Proposal #
4/26/2022	e946

Name / Address
Naples Reserve CDD

Project

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

Customer Signature

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

Proposal

Date	Proposal #
4/26/2022	e946

Name / Address
Naples Reserve CDD

Project

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

Customer Signature

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

Proposal

Date	Proposal #
4/26/2022	e946

Name / Address
Naples Reserve CDD

Project

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

Customer Signature

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

Proposal

Date	Proposal #
4/26/2022	e946

Name / Address
Naples Reserve CDD

Project

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

Customer Signature

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

Proposal

Date	Proposal #
4/26/2022	e946

Name / Address
Naples Reserve CDD

Project

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

Customer Signature

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

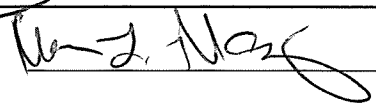
Proposal

Date	Proposal #
4/26/2022	e946

Name / Address
Naples Reserve CDD

Project

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

Customer Signature 

Napier Sprinkler, Inc.

4001 Santa Barbara Blvd
 #237
 Naples, FL 34104

Proposal

Date	Proposal #
1/3/2023	e1037

Name / Address
Naples Reserve CDD

			Project
Description	Qty	Cost	Total
Erosion Repairs <u>Kelson Cir.</u> 14668-14700 Kelson Cir areas 1-5 Hurricane Wind Erosion			
Area 1			
Rip Rap rock per yard	7	165.17	1,156.19
base rock per yard	7	100.24	701.68
Pallet of sod	2	600.53	1,201.06
3 technicians 7 hours	7	165.00	1,155.00
Area 2			
Rip Rap rock per yard	1	165.17	165.17
base rock per yard	1	100.24	100.24
Sod/Piece	10	6.54	65.40
3 technicians 1 hours	1	165.00	165.00
Area 3			
Rip Rap rock per yard	1	165.17	165.17
base rock per yard	1.5	100.24	150.36
Sod/Piece	20	6.54	130.80
3 technicians 1 hour	1	165.00	165.00
Area 4			
Rip Rap rock per yard	8	165.17	1,321.36
base rock per yard	9	100.24	902.16
Pallet of sod	3	600.53	1,801.59
3 technicians 8 hours	8	165.00	1,320.00
Area 5			
Rip Rap rock per yard	1.5	165.17	247.76
base rock per yard	1.5	100.24	150.36
Pallet of sod	0.25	600.53	150.13
3 technicians 1 hour	1	165.00	165.00
Area 11 - 14327 <u>Neptune</u> 3 small areas			
base rock per yard	1	100.24	100.24
2 technicians 1 hours	1	110.00	110.00
		Total	

Customer Signature

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

Proposal

Date	Proposal #
1/3/2023	e1037

Name / Address
Naples Reserve CDD

			Project
Description	Qty	Cost	Total
Area 12 - 14412 Neptune			
Rip Rap rock per yard	3	165.17	495.51
base rock per yard	3	100.24	300.72
Pallet of sod	0.75	600.53	450.40
3 technicians 3 hours	3	165.00	495.00
Area 13 - 14404 Neptune			
Rip Rap rock per yard	3	165.17	495.51
base rock per yard	3	100.24	300.72
Pallet of sod	0.75	600.53	450.40
3 technicians 3 hours	3	165.00	495.00
Area 20 - 14613 Tropical			
base rock per yard	2	100.24	200.48
Pallet of sod	20	600.53	12,010.60
3 technicians 2 hours	2	165.00	330.00
Area 21 - 14515 Nelson Cir			
base rock per yard	3	100.24	300.72
Rip Rap rock per yard	4	165.17	660.68
Pallet of sod	0.5	600.53	300.27
3 technicians 4 hours	4	165.00	660.00
Area 22 - 14723 Nelson Cir			
base rock per yard	4	100.24	400.96
Rip Rap rock per yard	4	165.17	660.68
Pallet of sod	1	600.53	600.53
3 technicians 5 hours	5	165.00	825.00
Lake 15 add on's to previous proposal Area 23-30			
Area 23 Stillwater Way			
base rock per yard	2	100.24	200.48
Rip Rap rock per yard	2	165.17	330.34
Pallet of sod	0.25	600.53	150.13
3 technicians 2 hours	2	165.00	330.00
		Total	

Customer Signature

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

Proposal

Date	Proposal #
1/3/2023	e1037

Name / Address
Naples Reserve CDD

			Project
Description	Qty	Cost	Total
Area 24 Stillwater Way			
base rock per yard	2	100.24	200.48
Rip Rap rock per yard	2	165.17	330.34
Sod/Piece	20	6.54	130.80
3 technicians 2 hours	2	165.00	330.00
Area 25 Stillwater Way			
base rock per yard	3	100.24	300.72
Rip Rap rock per yard	4	165.17	660.68
Pallet of sod	0.25	600.53	150.13
3 technicians 3 hours	3	165.00	495.00
Area 26 Stillwater Way			
base rock per yard	3	100.24	300.72
Rip Rap rock per yard	3	165.17	495.51
Pallet of sod	0.25	600.53	150.13
3 technicians 3 hours	3	165.00	495.00
Area 27 Stern Way			
base rock per yard	3	100.24	300.72
Rip Rap rock per yard	3	165.17	495.51
Pallet of sod	0.25	600.53	150.13
3 technicians 3 hours	3	165.00	495.00
Area 28 Stern Way			
base rock per yard	3	100.24	300.72
Rip Rap rock per yard	3	165.17	495.51
Pallet of sod	0.25	600.53	150.13
3 technicians 3 hours	3	165.00	495.00
Area 29 Stern Way			
base rock per yard	3	100.24	300.72
Rip Rap rock per yard	3	165.17	495.51
Pallet of sod	0.25	600.53	150.13
3 technicians 3 hours	3	165.00	495.00
		Total	

Customer Signature

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

Proposal

Date	Proposal #
1/3/2023	e1037

Name / Address
Naples Reserve CDD

			Project
Description	Qty	Cost	Total
Area 30 Stem Way			
base rock per yard	3	100.24	300.72
Rip Rap rock per yard	3	165.17	495.51
Pallet of sod	0.25	600.53	150.13
3 technicians 3 hours	3	165.00	495.00
3x100' roll of gray drainage fabric (per roll)	5	82.88	414.40
box of 8" staples	3	122.56	367.68
Machine Rental	1	3,000.00	3,000.00
Staging Area cleanup (per area)	1	2,500.00	2,500.00
Areas skipped on proposal are duplicates listed on previous proposal			
Deposit of 50% due before project will start			
Total			\$49,120.83

Customer Signature _____

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

Proposal

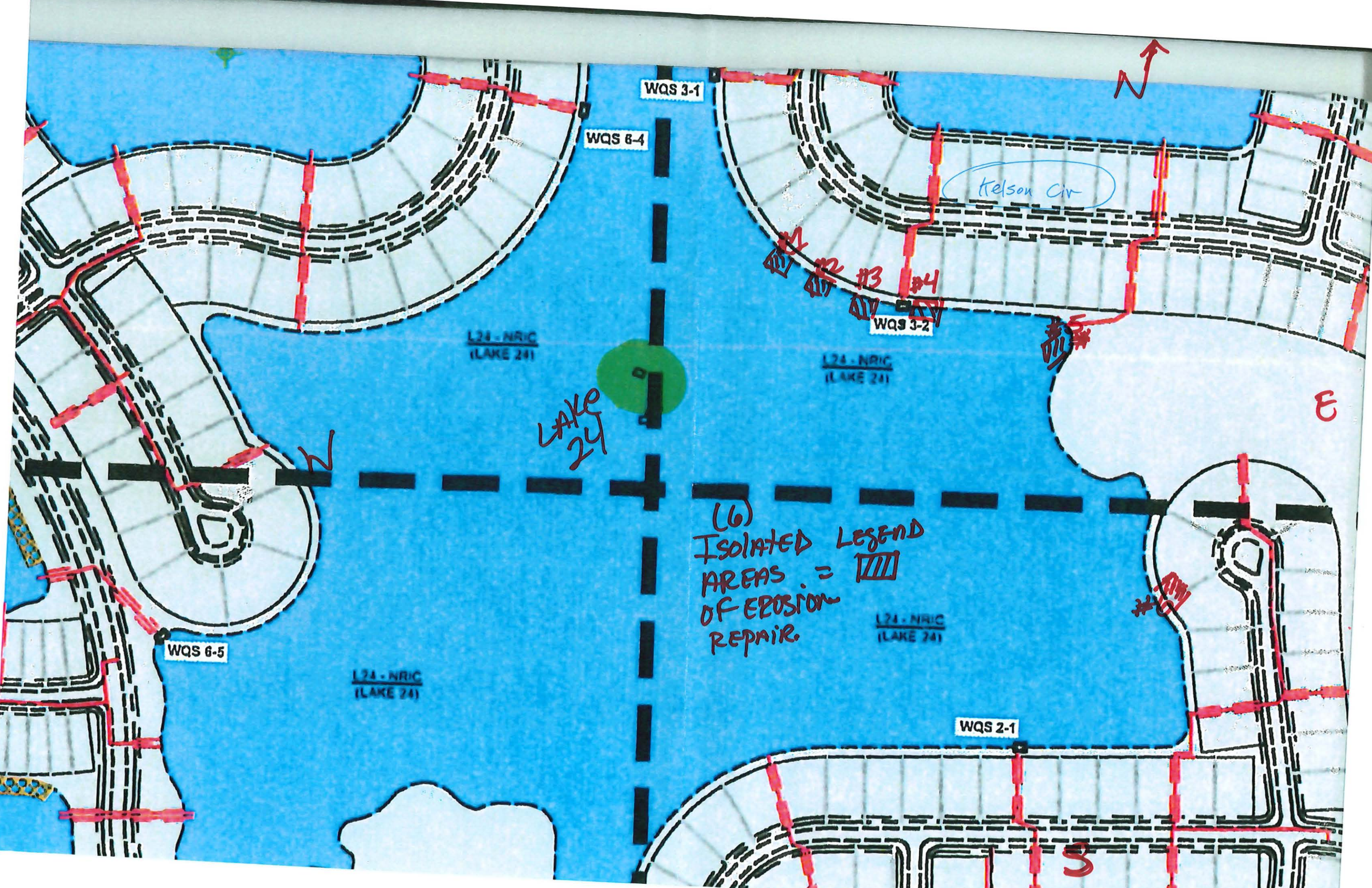
Date	Proposal #
1/26/2023	e1046

Name / Address
Naples Reserve CDD

Project

Description	Qty	Cost	Total
14513 Stern drainbox located at high water line causing erosion. Remove box extend pipe 10 feet into lake secured with concrete block.	1	200.00	200.00
Total			\$200.00

Customer Signature _____



WQS 3-1

WQS 6-4

Kelson Cir

L24 - NRIC
(LAKE 24)

LAKE
24

L24 - NRIC
(LAKE 24)

WQS 3-2

(6)
ISOLATED LEGEND
AREAS = [hatched box]
OF EROSION
REPAIR.

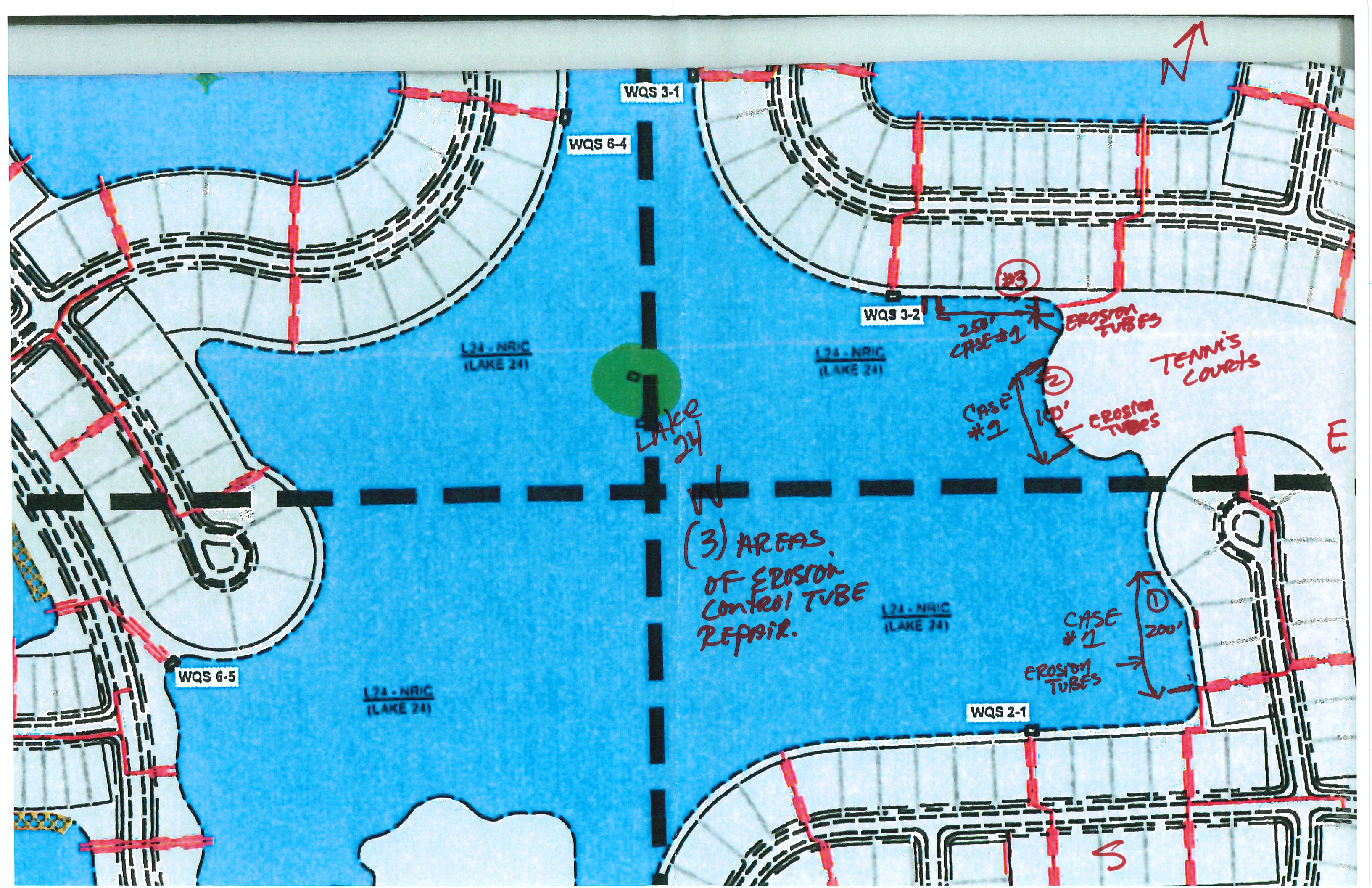
L24 - NRIC
(LAKE 24)

WQS 6-5

L24 - NRIC
(LAKE 24)

WQS 2-1

S



WQS 3-1

WQS 6-4

WQS 3-2

WQS 6-5

WQS 2-1

L24 - NRIC
(LAKE 24)

L24 - NRIC
(LAKE 24)

L24 - NRIC
(LAKE 24)

L24 - NRIC
(LAKE 24)

Lake 24

(3) AREAS
OF EROSION
CONTROL TUBE
REPAIR.

CASE
#1

250'
CASE #2

100'
CASE #2

200'
CASE #1

EROSION
TUBES

EROSION
TUBES

EROSION
TUBES

TENNIS
COURTS

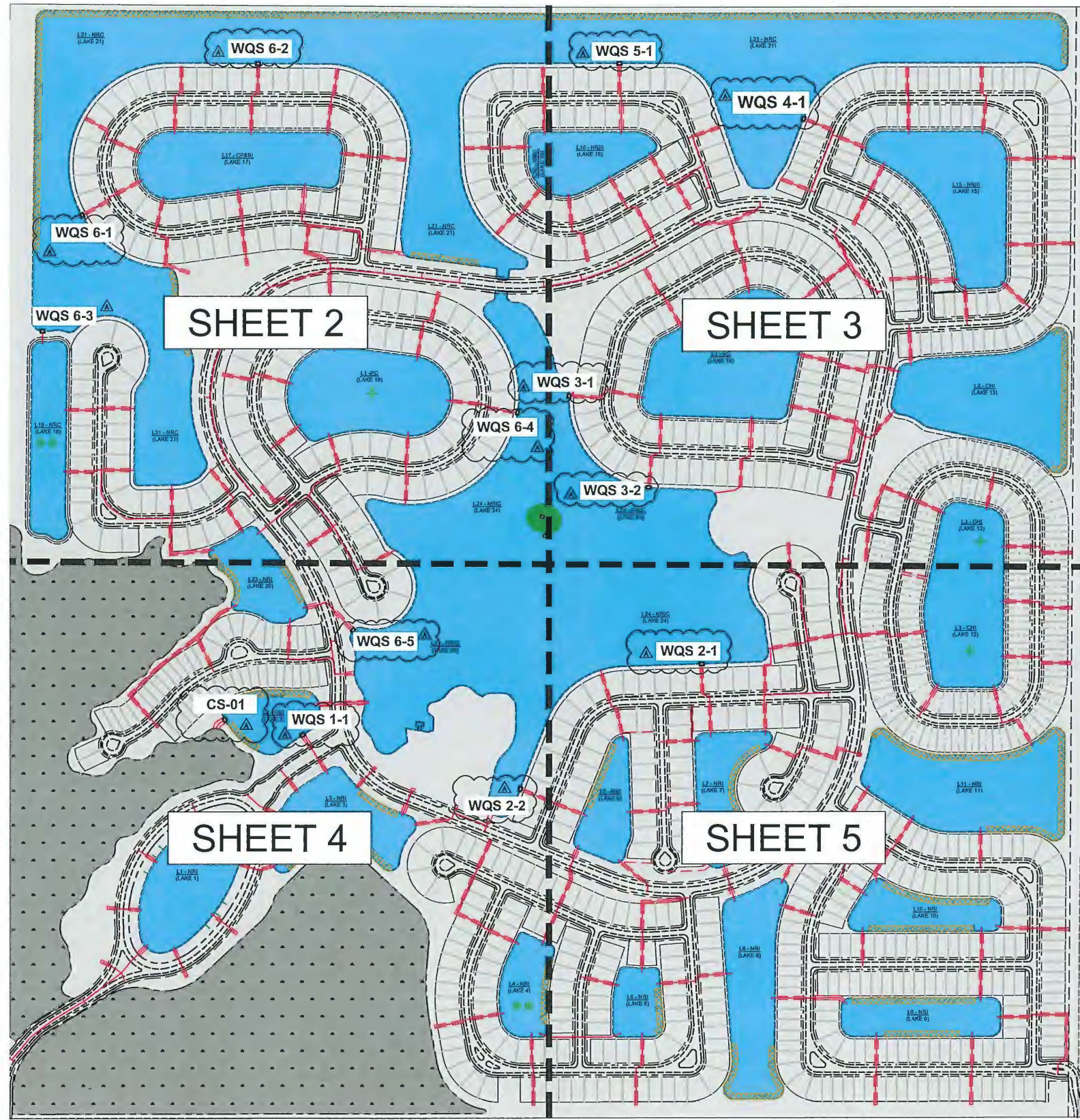
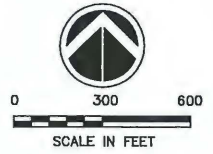


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NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
BIV



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

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

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

I:\Projects\2013\2013-030\2013-030-04_CDD_PRESERVE TO HOA\2013_030_04_CDD_PRESERVE TO HOA.dwg, Date: 2013-05-22, 10:58am, Printed by: HMB

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

NAPLES RESERVE

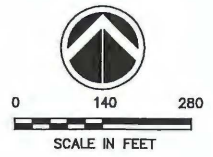
DESIGNED BY W.W.B.	DATE 2/21
DRAWN BY W.W.B.	DATE 2/21
CHECKED BY W.T.C.	DATE 2/21
VERTICAL SCALE N/A	HORIZONTAL SCALE 1"=300'



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

**CDD DRAINAGE EASEMENTS
and LAKE CONVEYANCE MAPS**

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



LEGEND

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

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

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

NOTES:

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2. THE DEVELOPMENT IS ZONED 'RPUD'.



MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 4

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

NAPLES RESERVE

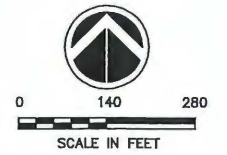
DESIGNED BY	W.W.B.	DATE	2/21
DRAWN BY	W.W.B.	DATE	2/21
CHECKED BY	W.T.C.	DATE	2/21
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=140'



950 Encore Way
Naples, FL. 34110
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**CDD DRAINAGE EASEMENTS
and LAKE CONVEYANCE MAPS**

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



MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 5

LEGEND

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

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

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

NOTES:

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2. THE DEVELOPMENT IS ZONED 'RPUD'.

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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'

NAPLES RESERVE

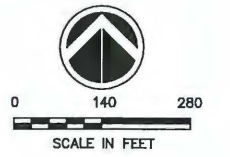


950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

**CDD DRAINAGE EASEMENTS
and LAKE CONVEYANCE MAPS**

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

MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 5

LEGEND

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

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

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

NOTES:

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2. THE DEVELOPMENT IS ZONED 'RPUD'.

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

NAPLES RESERVE

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

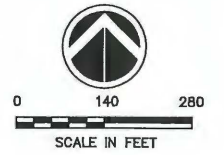


950 Encore Way
Naples, FL. 34110
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Authorization No.1772

**CDD DRAINAGE EASEMENTS
and LAKE CONVEYANCE MAPS**

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DATE	PROJECT NO. 2013.030	SHEET NO. 4 OF 5

MATCHLINE - SEE SHEET 3



LEGEND

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

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

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

NOTES:

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

MATCHLINE - SEE SHEET 4



14: Y:\2013\2013030\DWG\5008-5-4_CDD_PRESERVE TO HOA\5008-5-4_CDD_PRESERVE TO HOA.dwg, 2022 - 10:18am, Plotted by: hls

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

NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
C



Wrathell, Hunt and Associates, LLC

TO: Naples Reserve CDD Board of Supervisors

FROM: Shane Willis – Operations Manager

DATE: February 2, 2023

SUBJECT: Status Report – Field Operations

SOLITUDE (lake maintenance):

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

SUPERIOR WATERWAYS (aeration):

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

MISCELLANEOUS:

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



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

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

Work Details

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

Work Order Assets

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

Service Parameters

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



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

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

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

Work Order Assets

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

Service Parameters

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



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

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

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

Assigned Resource
 EGGY SUAREZ

Work Order Assets

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

Service Parameters

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

Service Report



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

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

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

Work Order Assets

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

Service Parameters

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



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

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

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

Work Order Assets

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

Service Parameters

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



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

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

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

Work Order Assets

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

Service Parameters

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

Gianna Denofrio

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

Hi,

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

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



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

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

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

NAPLES RESERVE		888 Evans Way Naples, FL 34110 Phone: (239) 254-2888 Florida Certificate of Authorization No. 1772	HOMEOWNERS ASSOCIATION WATER FEATURES	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="font-size: 8px;">DATE PREPARED BY</td><td style="font-size: 8px;">30</td></tr> <tr><td style="font-size: 8px;">DATE CHECKED BY</td><td style="font-size: 8px;"> </td></tr> <tr><td style="font-size: 8px;">DATE</td><td style="font-size: 8px;">20</td></tr> </table>	DATE PREPARED BY	30	DATE CHECKED BY		DATE	20
DATE PREPARED BY	30									
DATE CHECKED BY										
DATE	20									



Out back of my house and neighbor Bob



Littoral shelf on walking path that would stay

LAKE AERATOR REPAIR AGREEMENT

THIS LAKE AERATOR REPAIR AGREEMENT (this "Agreement") is made and entered into as of the 2nd day of February, 2023, by and between **NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes ("District") and **SUPERIOR WATERWAY SERVICES, INC.**, a Florida corporation ("Contractor").

WITNESSETH:

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. TERM/COMPENSATION.

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

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

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

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

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

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

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

8. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IF TO DISTRICT:

Naples Reserve Community Development District
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
wrathellc@whhassociates.com 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:

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

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

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

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

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

DISTRICT:

**NAPLES RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Cindy Cerbone, Assistant Secretary

By: _____
Tom Marquardt, Chairman

Dated: _____

CONTRACTOR:

SUPERIOR WATERWAY SERVICES, INC.,
a Florida corporation

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT "A"

SCOPE OF WORK

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

Hardware cabinet to breaker, hardwire new 220v timer

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

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

NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
D

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

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	3:00 P.M.
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