

FIDDLER'S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #1

September 22, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Fiddler's Creek Community Development District #1

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889

September 15, 2021

Board of Supervisors
Fiddler's Creek Community Development District #1

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #1 will hold a Regular Meeting on September 22, 2021 at 8:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items (*3 minutes per speaker*)
3. Quality Control Lake Report – September, 2021: *SOLitude Lake Management*
4. Health, Safety and Environment Report
5. Developer's Report
6. Engineer's Report: *Hole Montes, Inc.*
 - Status of Petitions to Revise the CDD Boundary
7. Continued Discussion: US 41 Traffic Signal Agreements
8. Update: Response to Adamczyk Law Firm, PLLC, Letter Regarding Championship Drive Maintenance Obligations
9. Consideration of Aqua-Matic Irrigation Systems, Inc., Proposal for Replacement and Addition of 2" Brass Irrigation Valves for Championship Drive
10. Acceptance of Unaudited Financial Statements as of August 31, 2021
11. Approval of August 25, 2021 Public Hearings and Regular Meeting Minutes
12. Action/Agenda or Completed Items
13. Staff Reports

- A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
- B. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: October 27, 2021 at 8:00 A.M.
 - QUORUM CHECK

Joseph Badessa	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Torben Christensen	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Joseph Schmitt	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Robert Slater	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Phillip Brougham	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

- C. Operations Manager: *Wrathell, Hunt and Associates, LLC*
14. Supervisors' Requests
 15. Public Comments
 16. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,


Chesley E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 709 724 7992

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

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FIDDLER'S CREEK CDD #1 Quality Control Lake Report

#	Inspection Date	Action Items Observed	*Treatment Date	*Target
Group A				
1	9/7/2021	Tg, Vi, Brush	9/16/2021	Tg, Vi, Brush
2	9/7/2021			
3	9/7/2021			
4	9/7/2021	CFH, SFA, Tg	9/16/2021	CFH, SFA, Tg
4A	9/7/2021			
5	9/7/2021	Tg, Pr	9/16/2021	Tg, Pr
6	9/7/2021			
7	9/7/2021	Tg, Ct	9/16/2021	Tg, Ct
7A	9/7/2021	Tg, Ct	9/16/2021	Tg, Ct
8	9/7/2021	Ct, Tg, Ch	9/16/2021	Ct, Tg, Ch
9	9/7/2021	Tg, along golf course edge	9/16/2021	Tg, along golf course edge
10	9/7/2021	Aw, SFA	9/16/2021	Aw, SFA
95	9/7/2021	Tg in littoral shelf	9/16/2021	Tg in littoral shelf
FC-1	9/7/2021			
FC-3	9/7/2021			

* Treatment dates and targets are susceptible to change due to site conditions: wind, rain, flooding etc.

Abbreviation Key									
Alligator Weed	Aw	Chara	Ch	Illinois Pondweed	Pi	Southern Naiad	Ns	Water Hyacinth	Wh
Bottom Algae	Ba	Crested Floating Heart	CFH	Pennywort	Pw	Surface Filamentous Algae	Sfa	Water Lettuce	WL
Bulrush	Bul	Duckweed	Dw	Primrose	Pr	Torpedograss	Tg		
Cattails	Ct	Hydrilla	H	Planktonic Algae	Pa	Vines	Vi		

FIDDLER'S CREEK CDD #1 Quality Control Lake Report



**FIDDLER'S CREEK CDD #1
Quality Control Lake Report**

#	Re-Evaluation	Action Items Observed	Completed
Group C			
37 A/B	September 2021	Tg, Vi, Aw in littoral shelf	Less growth noted, continue to treat during routine maintenance, followup 9/16/21
38 A/B/C	September 2021	Spot treat minimal willow	Willow appeared treated, continue to treat regrowth
39 A/B	September 2021	Tg needs treatment, Vi treated efficaciously	Requires followup, followup 9/16/21
40 A/B	September 2021	Aw, Tg, Willow	Ch, and SFA treated on 9/9/21, Aw retreat on 9/16/21
41 B1/B2/C	September 2021	Tg, Aw, willow	Littoral shelf requires treatment, area near green shows improvement, followup 9/16/21
42 A/B	September 2021	Tg, Vi, Aw. Overall reduction in vi since last visit	Requires followup, followup 9/16/21
44	September 2021	Tg along west littoral shelf	Requires followup 9/23/21
50A	September 2021	Spot treat Wh near 12th Tee	Wh gone, though Aw has taken its place, followup 9/16/21
70A	September 2021	Treat littoral shelf near 16th Tee for Tg, and Aw	Requires followup, followup 9/16/21
79A	September 2021	Spot treat Tg, Aw, Vi, and willow	Requires followup, followup 9/16/21

* This portion will be completed the month following the initial inspection when the action items were identified to ensure compliance*

FIDDLER'S CREEK CDD #1
Quality Control Lake Report



#79A

#70A

#37 (A,B)

#38 (A,B,C)

#39 (A,B)

#40 (A,B)

#42 (A,B)

#44

#50A

#41B1, 41B2, 41C



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

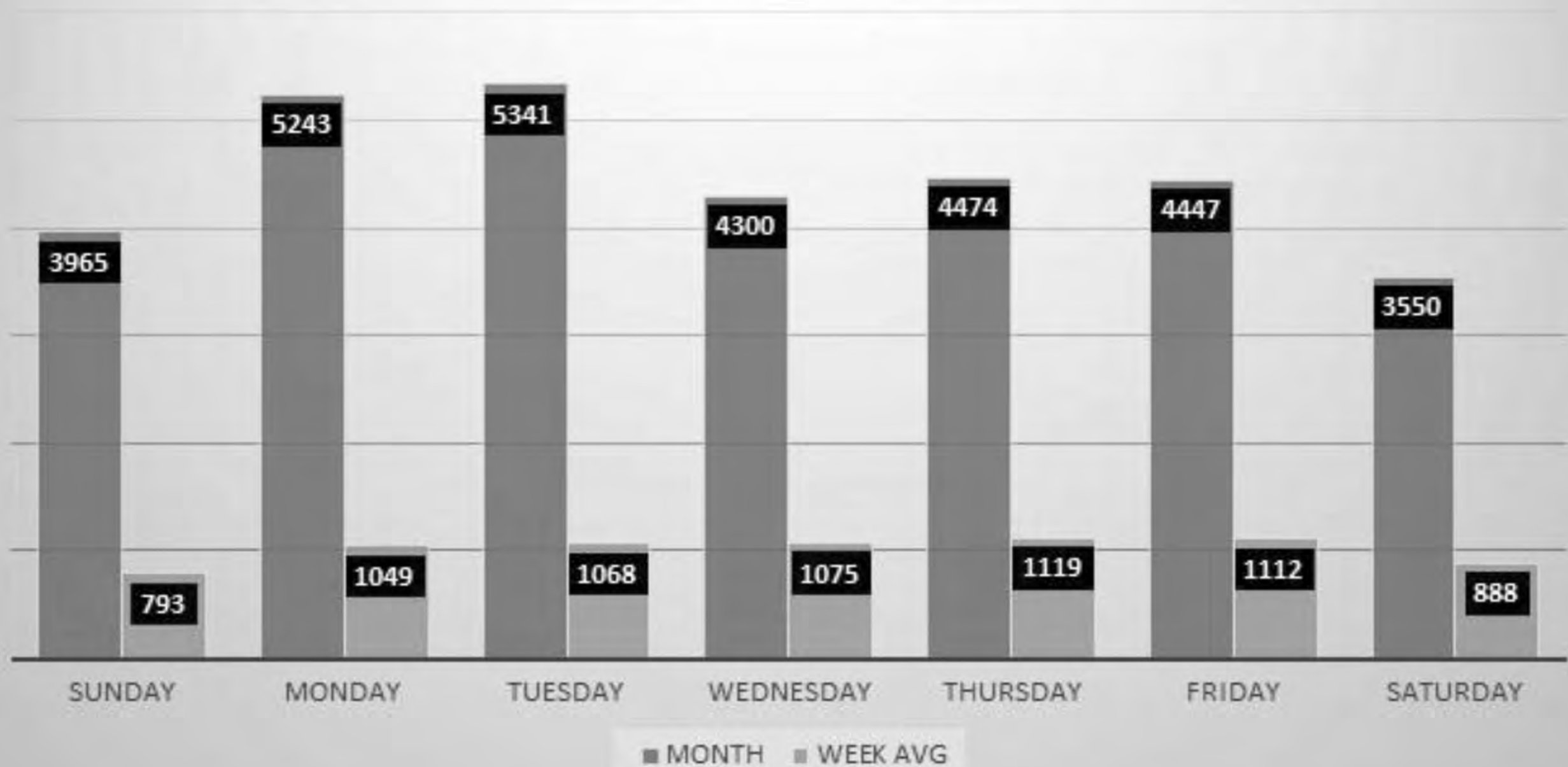
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Gate Access Control

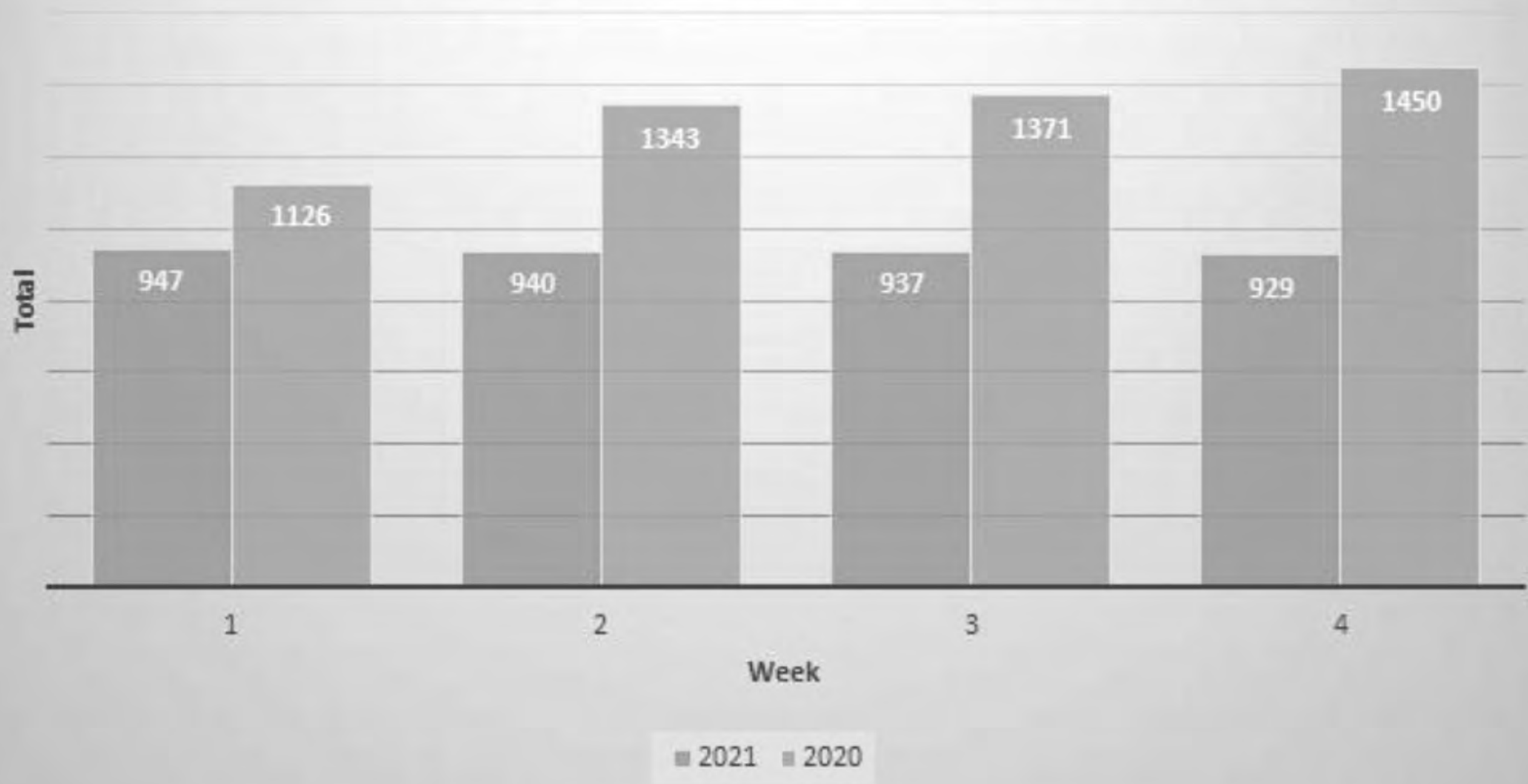
- Call the automated gate house at 239-529-4139
- Enter your guest information on the member's website
- Use the Fiddler's Creek mobile app to register guests
- IF YOU EXPERIENCE DIFFICULTY WITH ANY OF THESE, PLEASE SEND THE INFORMATION TO safety@fiddlerscreek.com, ALWAYS INCLUDE YOUR NAME AND ADDRESS.
- **Community Patrol 239-919-3705**

**WE ARE NOT FIRST RESPONDERS, ALWAYS CALL 911 FOR
AN EMERGENCY
THEN CALL COMMUNITY PATROL TO INFORM THEM OF
THE INCIDENT**

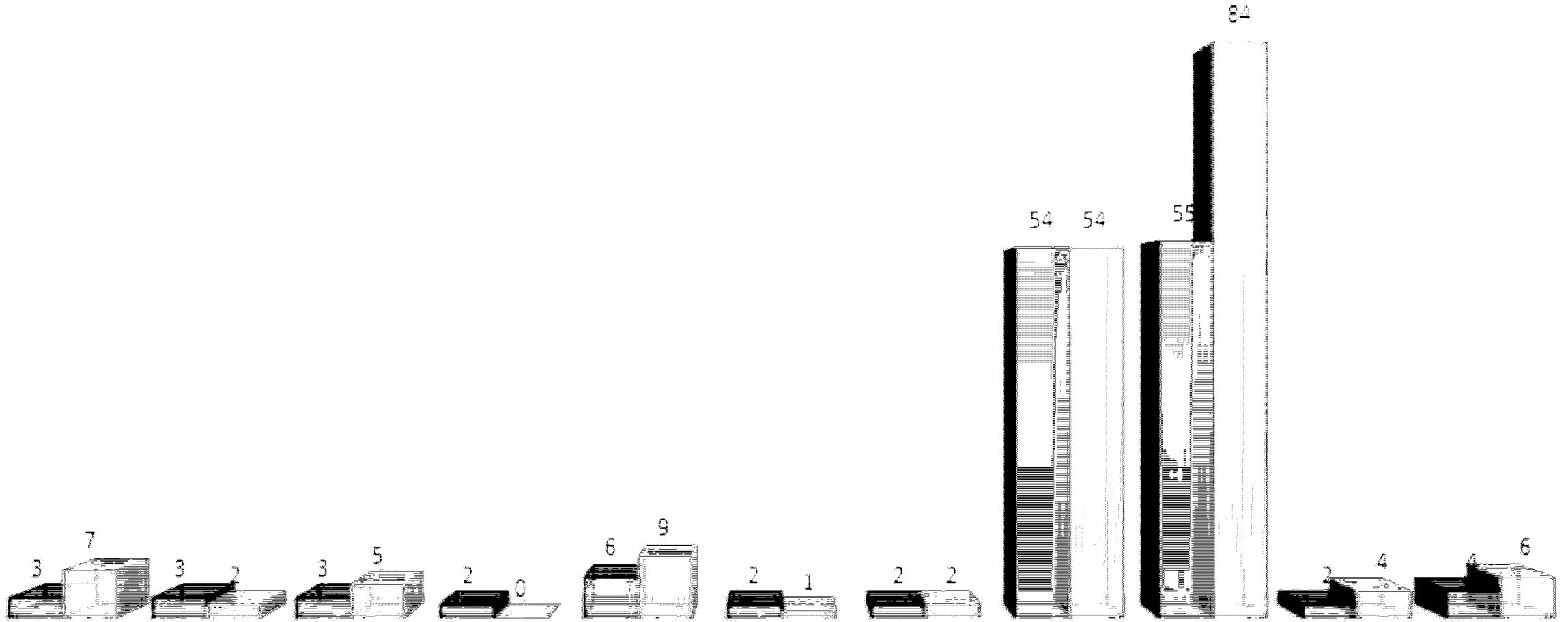
GATEHOUSE ACCESS CONTROL-AUGUST 2021



Occupancy Report - August 2020/2021



INCIDENTS-AUGUST-JULY 2021



	Alarms	Animal Complaints	By-Law Violations	Gate Arm Damage	Medicals	Noise Complaints	Officer Complaints	Open Garage Doors	Parking	Property Damage	Resident Complaints
■ AUGUST	3	3	3	2	6	2	2	54	55	2	4
□ JULY	7	2	5	0	9	1	2	54	84	4	6

CDD I

9/22/2021

TODD LUX, DIRECTOR OF FACILITIES

CDD I CONTRACTED RESPONSIBILITIES

- Tree Canopy Trimming
- Pressure Washing
 - Pressurewashing@Fiddlerscreek.com
- Irrigation
 - IrrigationUsers@Fiddlerscreek.com

TREE CANOPY TRIMMING



“Fruited” Palms:

- Completing during September
- 2021 Trimming Season Completed

PRESSURE WASHING



Past 30 Days:

- Fiddler's Creek Parkway
- Pepper Tree

Projected 30 Days:

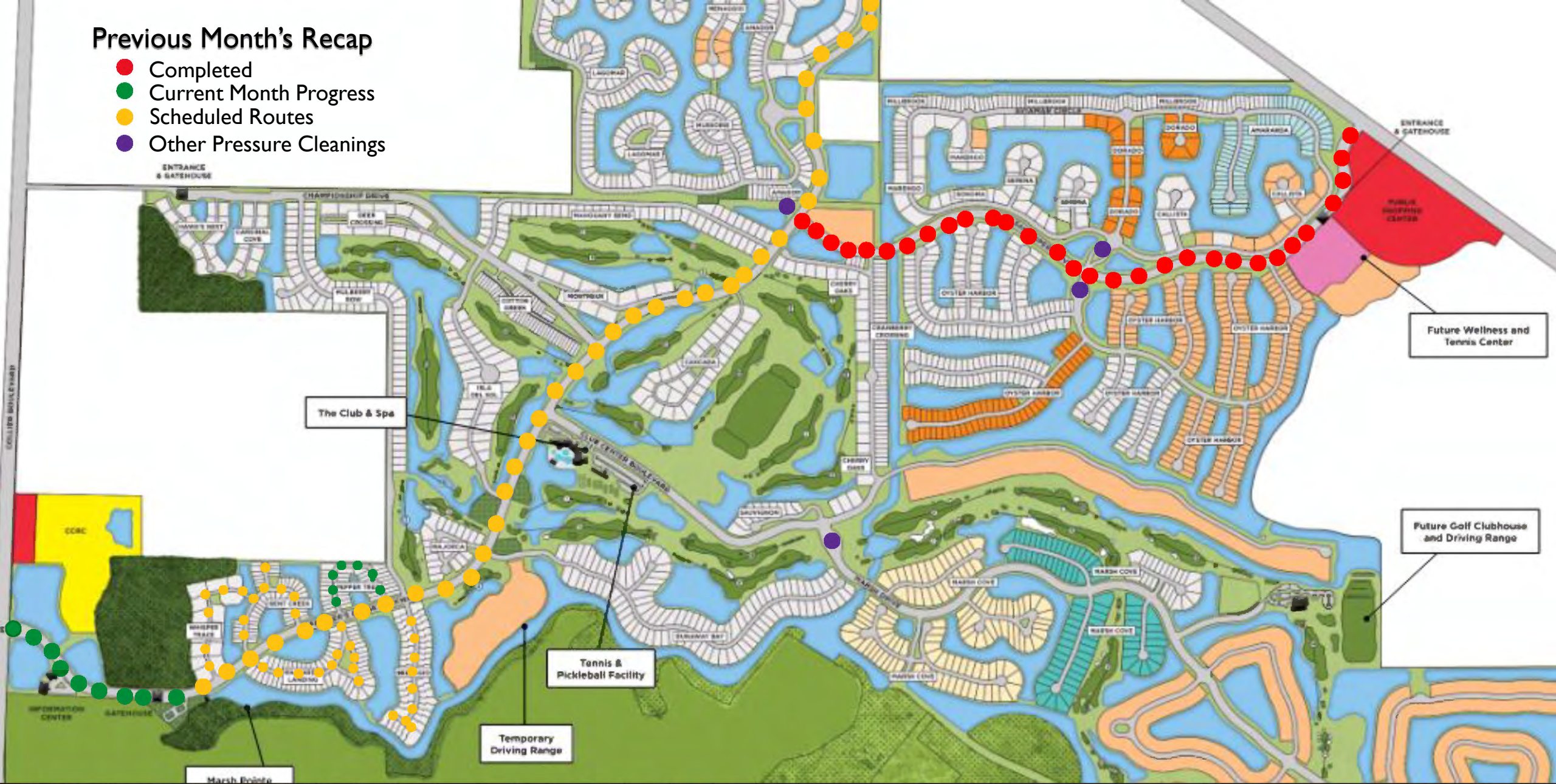
- Fiddler's Creek Parkway
- Bent Creek Village
- Bellagio
- Mallard's Landing

Future:

- Club Center Blvd

Previous Month's Recap

- Completed
- Current Month Progress
- Scheduled Routes
- Other Pressure Cleanings



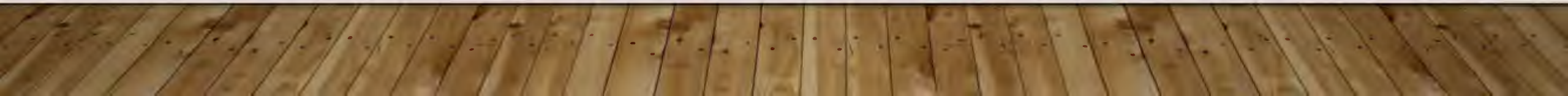
Current Month's Projected Plan

- Completed
- Current Month Progress
- Scheduled Routes
- Other Pressure Cleanings





Questions?



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

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INTERLOCAL AGREEMENT
[TRAFFIC SIGNAL COST SHARING]

This Agreement is entered into as of this 28 day of August, 2013
["AGREEMENT"] by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT
DISTRICT 1, a community development district established pursuant to Chapter 190, Florida
Statutes (hereinafter referred to as "FIDDLERS 1"); and the FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT NO. 2, a community development district established pursuant to
Chapter 190, Florida Statutes (hereinafter referred to as "FIDDLERS 2").

WHEREAS, FIDDLERS 1 and FIDDLERS 2 have been established as community
development districts pursuant to the procedures outlined within Chapter 190, Florida Statutes;
and,

WHEREAS, pursuant to Florida Statutes, said community development districts have the
right, authority and power to finance certain public improvements; and,

WHEREAS, FIDDLERS 1 has been advised by Collier County and the Florida
Department of Transportation ("FDOT") that there are sufficient warrants to justify and
authorize the construction and operation of a traffic signal system at the intersection of Collier
Boulevard (S.R. 951) and Fiddler's Creek Parkway, said traffic signal hereinafter referred to as
the "S.R. 951 Traffic Signal"; and,

WHEREAS, Collier County and FDOT require that third parties other than Collier County
or FDOT pay the cost of the design, permitting, installation and construction of the S.R. 951
Traffic Signal, which thereafter will be owned, operated and maintained by Collier County
and/or FDOT; and,

WHEREAS, in the future, Collier County and/or FDOT may approve the installation and construction of a traffic signal system at the intersection of U.S. 41 (S.R. 90) and Sandpiper Drive in FIDDLERS 2, at the location depicted on the attached Exhibit "A", said traffic signal hereinafter referred to as the "U.S. 41 Traffic Signal", with the "S.R. 951 Traffic Signal " and the "U.S. 41 Traffic Signal" at times collectively referred to herein as the "Traffic Signals"; and,

WHEREAS, Collier County and FDOT require that third parties other than Collier County or FDOT pay the cost of the design, permitting, installation and construction of any U.S. 41 Traffic Signal, which thereafter will be owned, operated and maintained by Collier County and/or FDOT; and,

WHEREAS, it has been determined by the respective Board(s) of Supervisors for each of said community development districts that the property owners and residents of each district would benefit from the installation and construction of the approved S.R. 951 Traffic Signal and the future U.S. 41 Traffic Signal; and,

WHEREAS, the parties hereto desire to enter into this Interlocal Agreement pursuant to the provisions of Section 190.011(12), Florida Statutes and Part I of Chapter 163, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969", as amended, for the purposes of outlining each party's agreed share of the costs of the design, permitting, installation and construction of the S.R. 951 Traffic Signal and the future U.S. 41 Traffic Signal.

NOW THEREFORE,

WITNESSETH

That for and in consideration of the premises and the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration exchanged from one party to the other, receipt of which is acknowledged, the aforesaid FIDDLERS 1 and FIDDLERS 2 hereby enter into this Interlocal Agreement.

1. FIDDLERS 1 and FIDDLERS 2 agree that each will pay for and be responsible for one-half of the cost of the design, permitting, installation and construction of the S.R. 951 Traffic Signal and, if approved, one-half of the cost of the design, permitting, installation and construction of the U.S. 41 Traffic Signal. Collier County and/or FDOT will determine and establish the timing of the design, permitting, installation and construction of the Traffic Signals and each party agrees to timely make their portion of the required payments. In no event shall the amount payable by each district as to the S.R. 951 Traffic Signal be greater than one-half of the cost of the design, permitting, installation and construction of the S.R. 951 Traffic Signal and, as to the U.S. 41 Traffic Signal, if approved, in no event shall the amount payable by each district as to the U.S. 41 Traffic Signal be greater than one-half of the cost of the design, permitting, installation and construction of the U.S. 41 Traffic Signal.

2. A. After FIDDLERS 1 receives written notification from Collier County and/or FDOT that there are sufficient warrants for the S.R. 951 Traffic Signal, FIDDLERS 1 shall: (1) engage and pay for the services of necessary design professionals to design the S.R. 951 Traffic Signal and obtain approval therefor from Collier County and/or FDOT; (2) after approval of said design from Collier County and/or FDOT, pursue and obtain all necessary permits; and, (3) after obtaining all necessary permits, solicit bids, award a contract and pay for the construction/installation of the S.R. 951 Traffic Signal. After completion of the installation of the S.R. 951 Traffic Signal to the satisfaction of FIDDLERS 1, Collier County and FDOT, FIDDLERS 1 shall deliver to FIDDLERS 2 a statement requesting payment of one-half of the of the cost of the design, permitting, installation and construction of the S.R. 951 Traffic Signal. Within forty-five (45) days after receipt of said statement from FIDDLERS 1, FIDDLERS 2 shall remit to FIDDLERS 1 the amount stated in said statement.

B. After FIDDLERS 2 receives written notification from Collier County and/or FDOT that there are sufficient warrants for the U.S. 41 Traffic Signal, FIDDLERS 2 shall: (1)

engage and pay for the services of necessary design professionals to design the U.S. 41 Traffic Signal and obtain approval therefor from Collier County and/or FDOT; (2) after approval of said design from Collier County and/or FDOT, pursue and obtain all necessary permits; and, (3) after obtaining all necessary permits, solicit bids, award a contract and pay for the construction/installation of the U.S. 41 Traffic Signal. After completion of the installation of the U.S. 41 Traffic Signal to the satisfaction of FIDDLERS 2, Collier County and FDOT, FIDDLERS 2 shall deliver to FIDDLERS 1 a statement requesting payment of one-half of the of the cost of the design, permitting, installation and construction of the U.S. 41 Traffic Signal. Within forty-five (45) days after receipt of said statement from FIDDLERS 2, FIDDLERS 1 shall remit to FIDDLERS 2 the amount stated in said statement.

3. FIDDLERS 1 and FIDDLERS 2 each agree that they will timely make the required payments.

4. Any change in the allocation of the costs of the installation of either of the Traffic Signals shall be required to obtain the prior written approval of the Board of Supervisors of each district.

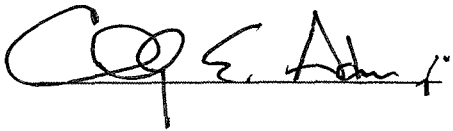
5. This Interlocal Agreement shall be recorded in the Public Records of Collier County, Florida and shall be binding upon all the parties hereto and their respective successors and assigns.

6. Any notices required to be provided hereunder shall be provided to the Registered Agent for the respective district.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the day and year first above written.

ATTEST:



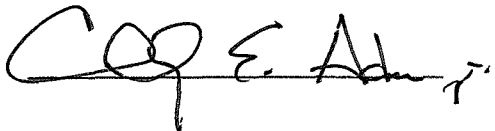
C. E. Adams

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT 1




J. B. Brigham

ATTEST:

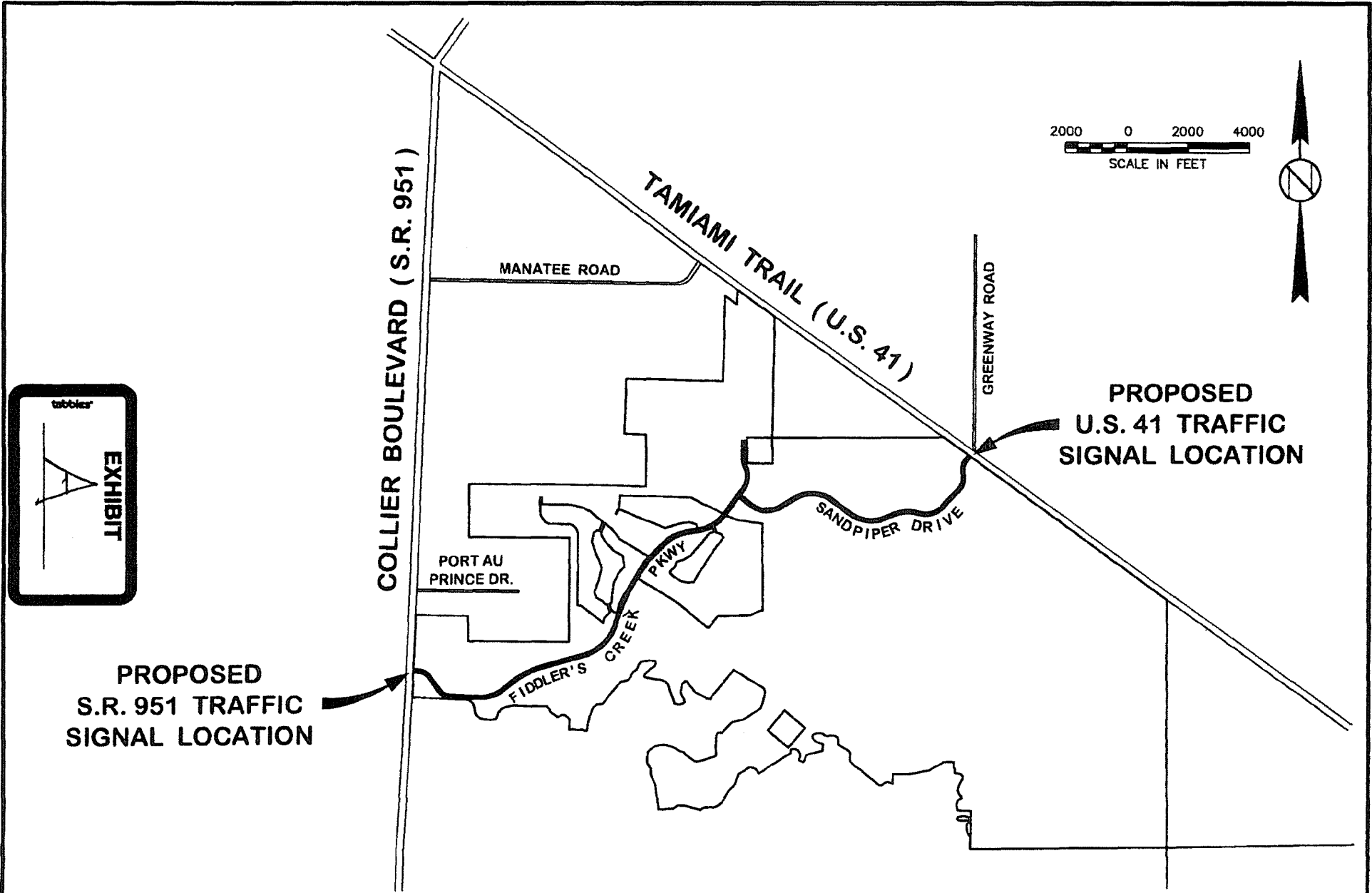


C. E. Adams

FIDDLERS CREEK
COMMUNITY DEVELOPMENT
DISTRICT 2



James Redman



DESIGNED BY W.T.C.	DATE 08/2013
DRAWN BY JOM	DATE 08/2013
CHECKED BY W.T.C.	DATE 08/2013
VERTICAL SCALE N/A	HORIZONTAL SCALE 1" = 3500'



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

FIDDLER'S CREEK PROPOSED TRAFFIC SIGNAL LOCATIONS

CAD FILE NAME: TRAF_SIGNAL	DRAWING NO. SK20130820
PROJECT NO. 1998.070	SHEET NO. 1 OF 1

FIRST AMENDMENT TO INTERLOCAL AGREEMENT
[TRAFFIC SIGNAL COST SHARING]

This First Amendment To Interlocal Agreement [Traffic Signal Cost Sharing] Agreement is entered into as of this 26 day of MARCH, 2014 ["First Amendment"], by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT 1, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS 1@); and the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT NO. 2, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS 2@).

WHEREAS, the parties hereto are the same parties to that certain Interlocal Agreement [Traffic Signal Cost Sharing] Agreement entered into as of the 28th day of August, 2013 (the "Agreement"); and,

WHEREAS, since the date of execution of the Agreement by the parties, it has come to the attention of the parties that FIDDLERS 1 has the potential of being a recipient of certain restored construction funds if it is successful in prosecuting its claims in pending litigation to which it has sought to intervene; and,

WHEREAS, if FIDDLERS 1 is successful in prosecuting its claims in pending litigation to which it has sought to intervene, restored construction funds may be available for the payment of the cost of the design, permitting, construction and operation of a traffic signal system at the intersection of Collier Boulevard (S.R. 951) and Fiddler's Creek Parkway, said traffic signal referred to in the Agreement and herein as the "S.R. 951 Traffic Signal"; and,

WHEREAS, if restored construction funds are delivered and available to FIDDLERS 1 for the payment of the cost of the design, permitting, construction and operation of the "S.R. 951 Traffic Signal", then in that event, FIDDLERS 2 desires to no longer have any obligation to pay of the cost of any portion of the "S.R. 951 Traffic Signal" and the parties further desire that FIDDLERS 1 no longer have any obligation to pay any portion of the cost of the design, permitting, installation, construction and operation of a traffic signal system at the intersection of U.S. 41 (S.R. 90) and Sandpiper Drive in FIDDLERS 2, said traffic signal referred in the Agreement and herein as the "U.S. 41 Traffic Signal"; and,

WHEREAS, the parties to the Agreement desire to amend the Agreement hereby.

WITNESSETH

That for and in consideration of the premises and the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration exchanged from one party to the other, receipt of which is acknowledged, the aforesaid FIDDLERS 1 and FIDDLERS 2 hereby enter into this First Amendment To Interlocal Agreement [Traffic Signal Cost Sharing] Agreement.

1. Paragraph 4 of the Agreement is amended by deleting the existing language therein in its entirety and substituting and inserting in lieu thereof the following;

"4. A. Notwithstanding the provisions of Paragraphs 1 and 2 above herein, if, by the time that FIDDLERS 1 is considering the selection of a contractor and award of a contract for the construction/installation of the S.R. 951 Traffic Signal, FIDDLERS 1 has received restored construction funds relating to previously issued FIDDLERS 1 bonds, that are available for the payment of all of the costs of the design, permitting, construction and operation of the S.R. 951 Traffic Signal, then this Agreement shall be deemed to be terminated and neither FIDDLERS 1 nor FIDDLERS 2 shall have any obligation to each other under Paragraphs 1 and 2 above; and, FIDDLERS 1 shall be solely responsible for all the costs of the design, permitting, construction and operation of the S.R. 951 Traffic Signal; and, FIDDLERS 2 shall be solely responsible for all the costs of the design, permitting, construction and operation of the U.S. 41 Traffic Signal.

This Paragraph 4.A and the definitions of the S.R. 951 Traffic Signal and the U.S. 41 Traffic Signal" shall survive the termination of the Agreement, if this Agreement is terminated pursuant to this Paragraph 4.A.

B.(1.) If, after the installation of the S.R. 951 Traffic Signal has been completed, provided that the parties have made payment for the design, permitting, construction and operation of the S.R. 951 Traffic Signal as required by the provisions of Paragraph 2.A. above, FIDDLERS 1 receives restored construction funds relating to previously issued FIDDLERS 1 bonds, that are available for the payment the costs of the design, permitting, construction and operation of the S.R. 951 Traffic Signal, FIDDLERS 1 shall apply and use one-half (1/2) of said available restored construction funds to reimburse FIDDLERS 2 the amounts that FIDDLERS 2 remitted to FIDDLERS 1 for the S.R. 951 Traffic Signal design, permitting and construction.

(2.) If by applying and using one-half (1/2) of said available restored construction funds to reimburse FIDDLERS 2 there are sufficient amounts to fully reimburse FIDDLERS 2, then this Agreement shall be deemed to be terminated and neither FIDDLERS 1 nor FIDDLERS 2 shall have any obligation to each other under Paragraphs 1 and 2 above; and, FIDDLERS 1 shall be solely responsible for all the costs of the design, permitting, construction and operation of the S.R. 951 Traffic Signal; and, FIDDLERS 2 shall be solely responsible for all the costs of the design, permitting, construction and operation of the U.S. 41 Traffic Signal. This Paragraph 4.B.(1) and (2) and the definitions of the S.R. 951 Traffic Signal and the U.S. 41 Traffic Signal" shall survive the termination of the Agreement, if this Agreement is terminated pursuant to this Paragraph 4.B.(2).

(3.) If after FIDDLERS 1 applies and uses one-half (1/2) of said available restored construction funds to reimburse FIDDLERS 2 there are not sufficient amounts to fully reimburse FIDDLERS 2, then FIDDLERS 1's obligation to FIDDLERS 2 under Paragraph 2.B above shall be reduced by said amount so remitted to FIDDLERS 2.

2. **IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment To Interlocal Agreement [Traffic Signal Cost Sharing] Agreement on the day and year first above written.

ATTEST:

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT 1

COPELAND SEBINGHAM

ATTEST:

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT 2

COPELAND ER

ORDINANCE NO. 20- 35

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AMENDING ORDINANCE NUMBER 2004-41, AS AMENDED, THE COLLIER COUNTY LAND DEVELOPMENT CODE, WHICH ESTABLISHED THE COMPREHENSIVE ZONING REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, BY AMENDING THE APPROPRIATE ZONING ATLAS MAP OR MAPS BY CHANGING THE ZONING CLASSIFICATION OF THE HEREIN DESCRIBED REAL PROPERTY FROM A RURAL AGRICULTURAL (A) ZONING DISTRICT TO A COMMERCIAL INTERMEDIATE DISTRICT (C-3) ZONING DISTRICT TO ALLOW UP TO 20,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF TAMiami TRAIL EAST (US 41) AND GREENWAY ROAD, IN SECTIONS 12 AND 13, TOWNSHIP 51 SOUTH, RANGE 26, EAST, COLLIER COUNTY, FLORIDA, CONSISTING OF 2.81+/- ACRES; AND BY PROVIDING AN EFFECTIVE DATE. [PL20180002374]

WHEREAS, Robert J. Mulhere, FAICP, of Hole Montes, Inc. and Al Quattrone PE of Quattrone & Associates, Inc., petitioned the Board of County Commissioners to change the zoning classification of the herein described real property.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

SECTION ONE:

The zoning classification of the herein described real property more particularly described in Exhibit A, located in Sections 12 and 13, Township 51 South, Range 26 East, Collier County, Florida, is changed from a Rural Agricultural (A) Zoning District to a Commercial Intermediate District (C-3) Zoning District to allow up to 20,000 square feet of commercial development for a 2.81+/- acre project, subject to the conditions shown in Exhibit B. Exhibits A and B are attached hereto and incorporated herein by reference. The appropriate

zoning atlas map or maps, as described in Ordinance Number 2004-41, as amended, the Collier County Land Development Code, is/are hereby amended accordingly.

SECTION TWO:

This Ordinance shall become effective upon filing with the Department of State and on the date that the Growth Management Plan Amendment in Ordinance No. 2020-34 becomes effective.

PASSED AND DULY ADOPTED by super-majority vote of the Board of County Commissioners of Collier County, Florida, this 27th day of October, 2020.

ATTEST:
CRYSTAL K. KINZEL, CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: *Crystal Kinzel*
Deputy Clerk
Attest as to Chairman's
signature only.

By: *Burt L. Saunders*
Burt L. Saunders, Chairman

Approved as to form and legality:

Heidi Ashton-Cicko
Heidi Ashton-Cicko
Managing Assistant County Attorney

- Exhibit A: Legal Description
- Exhibit B: Conditions of Approval
- Exhibit C: Location Map

This ordinance filed with the
Secretary of State's Office the
4th day of November, 2020
and acknowledgement of that
filing received, this 4th day
of November, 2020
By: *Crystal Kinzel*
Deputy Clerk

EXHIBIT "A"

Description:

Beginning at the Northeast corner of Section 13, Township 51 South, Range 26 East, Collier County, Florida (said corner also being the Southeast corner of Section 12):

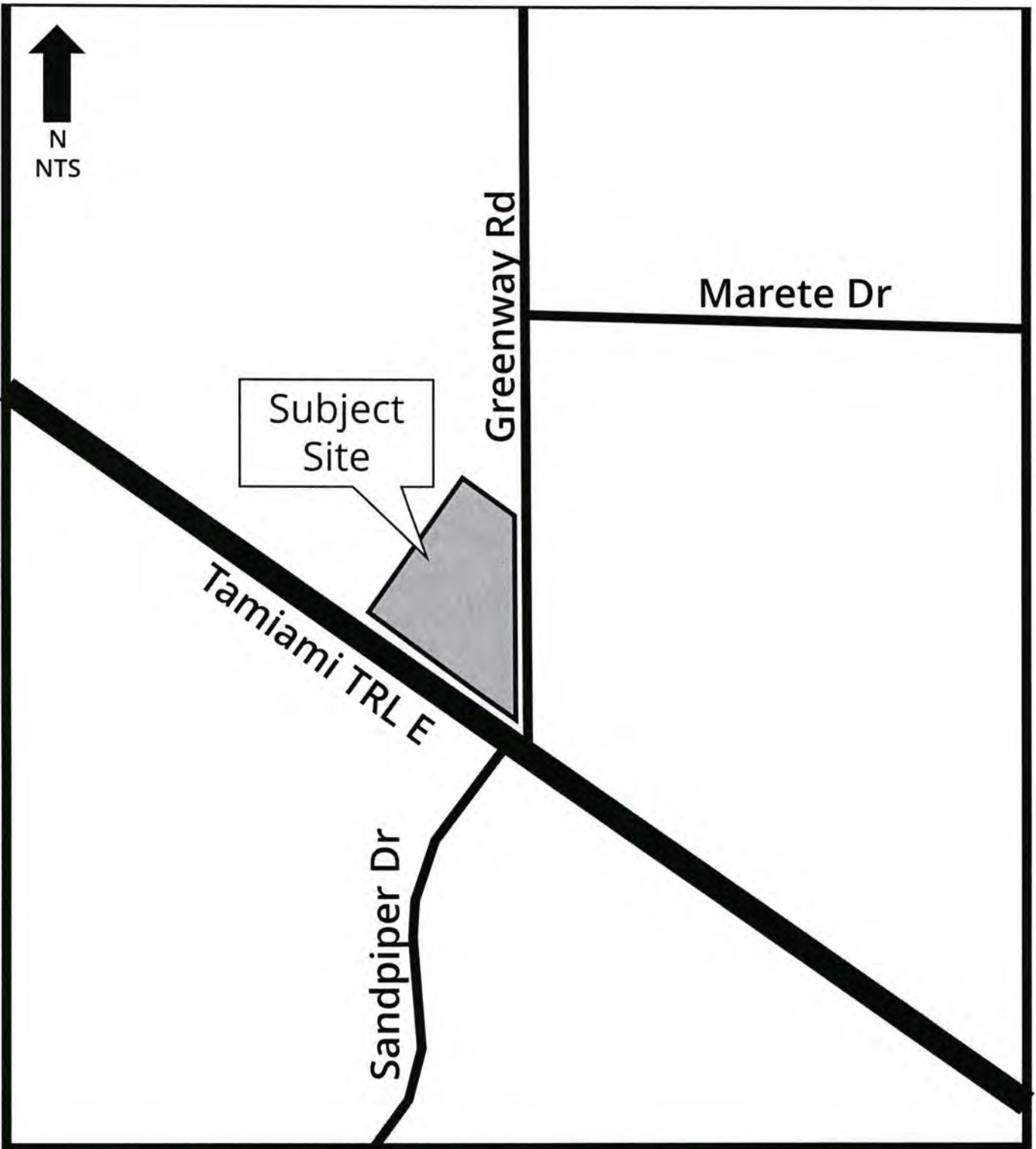
Thence along the East line of said Section 13, S 0°19'37" W 336.19 feet to the Northerly right of way line of US-41 (State Road 90); thence along said right of way line N 54°18'59" W 484.26 feet; thence N 35°41'01" E 400.00 feet; thence S 54°18'59" E 200.00 feet to the East line of Section 12, Township 51 South, Range 26 East, Collier County, Florida; thence along the East line of Section 12, S 0°11'20" W 154.53 feet to the Place of Beginning, and being a part of the Northeast 1/4 of said Section 13 and part of the Southeast 1/4 of said Section 12, LESS the East Thirty-feet (30') thereof conveyed to Collier County by virtue of Quit Claim Deed recorded in Official Records Book 1050, page 196, of the Public Records of Collier County, Florida.

Parcel Identification Number: 00737560004

Exhibit B

CONDITIONS OF APPROVAL

1. The developer(s), its successors(s) in title, or assignee(s), will be responsible for the proportionate cost of a traffic signal at U.S. 41 and Greenway Road, when determined warranted and approved by the Florida Department of Transportation (FDOT) or Collier County. The proportionate share payment shall be based on the percentage of project related trips impacting the intersection and shall be paid to the entity that permits and constructs said signal. Documentation of the payment shall be sent to the County for monitoring purposes. Upon the completion of the installation, inspection, burn-in period and final approval/acceptance of a traffic signal, said traffic signal will be turned over to FDOT or Collier County for operations and maintenance.
2. The maximum allowable commercial intensity shall be 20,000 square feet.
3. The maximum total daily trip generation for the property shall not exceed 134 two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval.



950 Encore Way
Naples, FL 34110
Phone: (239) 254-2000

7-Eleven Greenway Naples
Rezone

Exhibit C



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

November 4, 2020

Ms. Ann Jennejohn, BMR Senior Deputy Clerk
Office of the Clerk of the Circuit Court
& Comptroller of Collier County
3329 Tamiami Trail E, Suite #401
Naples, Florida 34112

Dear Ms. Jennejohn:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Collier County Ordinance No. 20-35, which was filed in this office on November 4, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

After recording return to:
Anthony P. Pires, Jr., B.C.S.
Woodward Pires & Lombardo, P.A.
3200 North Tamiami Trail, Suite 200
Naples, FL 34103

DISTRICT TRAFFIC SIGNAL AGREEMENT

29 This District Traffic Signal Agreement (the "Agreement") is made and entered into this day of January, 2020, by and among **FC OYSTER HARBOR, LLC**, a Delaware limited liability company ("FC Oyster"), and **HEPFC, LLC**, a Florida limited liability company ("Halvorsen"), and **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, a uniform community development district established pursuant to Chapter 190, Florida Statutes (the "District"). (Preserve, Halvorsen and the District are sometimes referred to collectively as the "Parties"; and each individually, a "Party.")

RECITALS

A. FC Oyster's affiliate; FCC Preserve, LLC and Halvorsen's affiliate; Halvorsen Suburban Centers, LLC, have entered into that certain Contract for Sale and Purchase dated September 13, 2016, as amended (and to be assigned to FC Oyster and Halvorsen at Closing), regarding the sale and acquisition for commercial development of a portion of the Property consisting of approximately eight and 73/100ths (8.73) acres of contiguous land, situated at the southwest corner of Sandpiper Drive and U.S. Highway 41, Naples, Florida, as is more particularly described as Tract "F" on the attached Exhibit "A" to this Agreement (the "Property").

B. The closing on the sale of the Property pursuant to Contract for Purchase and Sale is scheduled for January 29, 2020 (the "Closing").

C. The Property is located within Fiddler's Creek, a planned unit development and development of regional impact located in Collier County, Florida ("Fiddler's Creek").

D. The District is authorized pursuant to Chapter 190, Florida Statutes, to construct, acquire, own, operate and maintain systems, facilities and basic infrastructure in Fiddler's Creek (i.e., roads and improvements to existing public roads, including traffic signals on existing public roads, landscaping, water supply, wastewater and sewer facilities, reuse, recreational and drainage facilities) within its boundaries for the benefit of land owners therein, and to collect assessments, fees and other charges as necessary to fund such operations, capital improvements, and maintenance of such facilities.

E. The Parties agree that entry into and egress from the Property via the intersection of Sandpiper Drive and Tamiami Trail East (U.S. 41) may be facilitated by a traffic signal when warranted (the "Traffic Signal").

F. In order to justify the installation and operation of the Traffic Signal, the District

must submit a warrant analysis to the State of Florida, Department of Transportation (“FLDOT”).

G. If FLDOT approves and authorizes the installation and operation of the Traffic Signal, the District shall design and construct the Traffic Signal at its cost and expense, subject to the terms of this Agreement.

H. The District has agreed to perform, at its cost, all of the work necessary for the construction and installation of the Traffic Signal, as more fully described in **Exhibit “B”** attached hereto and by this reference made a part hereof (the “**Signal Work**”).

I. The Parties wish to memorialize their agreement regarding their obligations with respect to the cost and expenses of the Traffic Signal and other matters more fully set out herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein and intending to be legally bound hereby, the Parties hereby agree as follows.

1. **Recitals.** The foregoing Recitals are true and correct, and incorporated herein by reference.

2. **The District’s Obligations.** The District, at its cost and expense, will engage the services of the necessary professionals to perform a warrant analysis for the Traffic Signal and after receipt and approval by the District submit such warrant analysis to FLDOT. If the applicable criteria have been met and FLDOT authorizes the installation of the Traffic Signal, the District will cause the Traffic Signal to be designed and constructed and bear the cost and expense thereof.

3. **Halvorsen’s Obligations.** Halvorsen shall (a) contribute Two Hundred Thousand and No/100 Dollars (\$200,000.00) towards the District’s costs and expenses associated with the warrant analysis, and the design, permitting and construction/installation of the Traffic Signal, to be paid by Halvorsen to the District within thirty (30) days of the later of (i) the completion of the Traffic Signal and acceptance by FLDOT, Collier County accepts responsibility for maintenance and the Traffic Signal becoming fully operational, and (ii) the District providing an invoice and reasonable supporting backup documentation to Halvorsen evidencing the cost and expense of the Traffic Signal.

4. **Authorization.** The Parties represent and warrant that they have the full right, power and authority to enter into and deliver this Agreement; that each individual signing this Agreement on behalf of the party is fully authorized to do so; and that this Agreement is enforceable in accordance with its terms.

5. **Severability.** If any other of the provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in effect and shall be interpreted so as best to reasonably effect the intent of the Parties.

6. Covenants Run with the Land. The covenants set out in this Agreement shall: run with and bind the Property, and shall inure to the benefit of and be enforceable by Preserve, Halvorsen and the District, and their respective legal representatives, transferees, successors and assigns.

7. Miscellaneous.

- a) This Agreement contains the entire agreement between and among the Parties with regard to the matters set forth herein.
- b) This Agreement and its exhibits may not be changed, waived, discharged, or terminated orally or in writing, except by a writing signed by all of the Parties.
- c) This Agreement has been negotiated by and between the Parties and shall not be construed against any of the parties as the “drafter” of the Agreement.
- d) The headings of the provisions herein are intended for convenient reference only, and the same shall not be, nor be deemed to be, interpretative of the contents of such provision.
- e) This Agreement shall be governed by Florida law. The exclusive venue and jurisdiction for any action arising out of this Agreement is in a Florida State Court of appropriate jurisdiction in Collier County, Florida.
- f) Upon a default hereunder, in addition to any remedies available under applicable law, the Parties stipulate and agree that the terms of this Agreement may be enforced by specific performance. In the event of any litigation between the Parties arising out of this Agreement, the prevailing party shall be entitled to recover all of its attorneys’ and paralegals’ fees, costs, and expenses incurred in any and all trial, appellate, and post-judgment proceedings.
- g) This Agreement may be signed by the Parties in duplicate counterparts and counterparts of the signature pages may be combined to create an original document binding on all of the Parties hereto and together shall constitute one and the same instrument, and a facsimile or email of an original signature will be deemed an original.
- h) The effective date of this Agreement shall be the date that its execution is completed by all Parties.

SIGNATURES APPEAR ON FOLLOWING PAGE

SIGNATURE PAGE TO AGREEMENT DATED JANUARY 29, 2020

IN WITNESS WHEREOF, each of the Parties hereto have executed this Agreement as of the date set forth opposite its respective signatures below.

FC OYSTER HARBOR, LLC

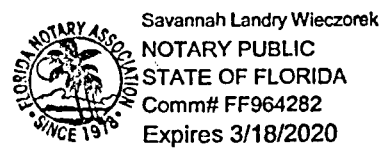
By: Aubrey J. Ferrao
Aubrey J. Ferrao,
as President and Chief Executive Officer
and not in his individual capacity

Date: Jan 29, 2020

STATE OF FLORIDA)
)
COUNTY OF COLLIER) SS:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of January, 2020, by Aubrey J. Ferrao, as President of FC Oyster Harbor, LLC, a Delaware limited liability company, on behalf of the limited liability company. Said individual is personally known to me or produced _____ as identification.

S. Landry Wiczorek
Notary Public, State of Florida
My commission expires: 3/18/20



FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

Attest:

By: [Signature]
Elliot Miller, Chairman, and not individually

By: [Signature]

Print Name: John P. Nuzzo
Assistant Secretary

Date: 1/29/20

Date: 1/29/20

STATE OF FLORIDA COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me by means of physical presence or online notarization, an officer duly qualified to take acknowledgments, personally appeared Elliot Miller, Chairman and John P. Nuzzo, and Assit Secretary of Fiddler's Creek Community Development District 2, a unit of special purpose government organized and existing under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of January, 2020



Savannah Landry Wieczorek
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF964282
Expires 3/18/2020

[Signature]
NOTARY PUBLIC
Savannah Landry Wieczorek
(Printed Name)
Commission No. FF964282
My Commission Expires: 3/18/20

HEPFC, LLC, a Florida limited liability company

By: Halvorsen Holdings, LLC, a Florida limited liability company as its Managing Member

Date: 1/29/20

By: HH Manager, Inc., a Florida corporation as its Managing Member

By: [Signature]
Jeffrey T. Halvorsen, solely as its President and not individually

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of January 2020, by Jeffrey T. Halvorsen, as President of HH Manager, Inc., a Florida corporation, as managing member of Halvorsen Holdings, LLC, a Florida limited liability company, as managing member of HEPFC, LLC, a Florida limited liability company, on behalf of the limited liability company. Said individual is personally known to me or produced — as identification.

[Signature: Cheryl Burden]
Notary Public, State of Florida
My commission expires:



EXHIBIT "B"

Signal Work.

Shoppes at Fiddler's Creek

**Preliminary Scope of Work for Traffic Signal
at Sandpiper Drive and US 41 (State Road No. 45)**

Collier County, Florida

September 19, 2019

- I. DESIGN & PERMITTING**
 - a. Warrant Analysis
 - b. Design Survey
 - c. Road Design
 - d. Markings / Structural/Electrical
 - e. Signal Design / Cross Walk
 - f. Traffic Study / FDOT Permit

- II. INTERSECTION CONSTRUCTION**
 - a. Mobilization
 - b. MOT
 - c. Road Modifications
 - d. Signal Mast Arms / Signal / Pedestrian / Controllers / Sensors

- III. SURVEY / GEOTECHNICAL**
 - a. Survey / Layout
 - b. Testing
 - c. Inspections / Certification

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

8



ADAMCZYK LAW FIRM, PLLC
REAL ESTATE, CONDO/HOA & BUSINESS LAW

MARK E. ADAMCZYK, ESQ.
MARK@ADAMCZYKLAWFIRM.COM

July 22, 2021

VIA REGULAR U.S. MAIL AND CERTIFIED U.S.

MAIL RETURN RECEIPT REQUESTED: 9414 8/18 99561856 252775

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1
c/o Anthony P. Pires, Jr., Esq., as District Counsel
Woodward, Pires & Lombardo, P.A.
3200 Tamiami Trail N., Suite 200
Naples, Florida 34103

Re: Fiddler's Creek CDD #1 / Championship Drive Maintenance Obligations

Dear Anthony:

Our firm serves as general counsel for the Pelican Lake Property Owners Association, Inc. (hereinafter "Pelican Lake"). Pelican Lake's Board of Directors has requested that I reach out to you concerning the maintenance obligations for Championship Drive. We maintain that the Fiddler's Creek Community Development District #1 (hereinafter the "District") has certain rights and related maintenance obligations for the section of Championship Drive owned by Pelican Lake; Collier Count Parcel No. 66679095286 (hereinafter referred to as the "Shared Entrance Road").

We performed a title examination for the Championship Drive roadway tract and there is no question that Pelican Lake's predecessor-in-interest, the WMBS&P Profit Sharing Plan and Trust (hereinafter "Trustee"), granted an easement to The Deltona Corporation (hereinafter "Deltona") for the purpose of constructing, maintaining, using, repairing and replacing a roadway over the Championship Drive parcel that provides access to the District's property and portion of Championship Drive from State Road 951. The Easement Agreement between the Trustee and Deltona was recorded on November 16, 1989 at O.R. Book 1484, PG. 1612 and I have enclosed a copy herewith. As you are likely aware, an entity known as "951 Land Holdings, Ltd." was the successor to Deltona, which then merged into FCC Marsh, LLC. On or about June 2, 2017, FCC Marsh, LLC conveyed certain property to the District, including the remaining stretch of Championship Drive which connects to the portion owned by Pelican Lake.

The Fiddler's Creek development has an easement over the Shared Entrance Road, with a corresponding responsibility for maintenance thereof. Fiddler's Creek use of Championship Drive is greater than ever, with significant construction traffic and heavy equipment utilizing Championship Drive to access Fiddler's Creek. It is also our understanding that all Fiddler's Creek employees and staff must utilize the Championship Drive gate to enter the community. When these easements were put in place, the apparent intent was to create a small, two-lane road for access to



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REAL ESTATE, CONDO/HOA & BUSINESS LAW

MARK E. ADAMCZYK, ESQ.

MARK@ADAMCZYKLAWFIRM.COM

a golf course. Now, Fiddler's Creek contains over 6,000 homes, multiple golf courses and other commercial properties. Pelican Lake has a solid argument that the scope of the easement is substantially more limited than the current use.

In conclusion, Pelican Lake wishes to resolve this matter amicably with a simple shared maintenance agreement. To that end, we have enclosed a proposed maintenance agreement to the District as one of the responsible entities for maintenance of Championship Drive. The Copper Cove Preserve Community Association, Inc. has already agreed to contribute 25% of the annual maintenance costs for the road. We are in the process of following up with the HB Naples Golf Owner LLC on a similar maintenance agreement. As the road exists today and based on the current use and recorded agreements, Pelican Lake insists that the District should contribute at least 25% to the routine maintenance costs. This includes re-paving, re-striping, liability insurance and basic maintenance of the road shoulders, as needed. Please confirm within twenty (20) days whether the District is willing to enter the shared agreement for basic maintenance.

We look forward to your timely response.

Sincerely,

Mark E. Adamczyk, Esq. *for*

MEA/yhm

Enclosure: Easement Agreement dated November 9, 1989 and proposed Roadway Easement and Maintenance Agreement

cc: Pelican Lake Property Owners Association of Collier County, Inc. Board of Directors
KW Property Management & Consulting, LLC

OR BOOK
EASEMENT AGREEMENT

REC 4.00
PRE 3.50
DOC .55
INT
IND

1989 NOV 16 AM 8:23

RECORDED

01330764

COLLIER COUNTY

THIS AGREEMENT is made and entered into this 9th day of November, 1989, by and between The Deltona Corporation, a Delaware corporation ("Deltona") and Wilbur M. Christiansen, Jr. and Gary L. Danca, as Trustees of the WMBS&P Profit Sharing Plan and Trust ("Trustee").

RECITALS

A. Deltona is the owner of that certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Parcel 1")

B. Trustee is the owner of that certain real property more particularly described on Exhibit "B" attached hereto and made a part hereof ("Parcel 2").

C. Deltona has requested that Trustee grant to Deltona an easement for ingress and egress over and across Parcel 2 for the purpose of (i) constructing, maintaining, using, repairing and replacing potable water lines, electrical lines, cable television lines, and telephone lines and related facilities necessary to enable public or private utility companies to service Parcel 1 (the "Utility Facilities"); and (ii) constructing, maintaining, using, repairing and replacing a roadway over Parcel 2 to provide access to and from State Road 951 to Parcel 1 ("Roadway Facilities").

D. Trustee desires to grant Deltona a non-exclusive easement for ingress and egress over and across Parcel 2 for the purposes herein stated.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, representations and agreements contained in this Agreement, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by both Deltona and Mass Mutual, it is agreed as follows:

TERMS

1. Incorporation of Recitals. The recitals to this Agreement and the exhibits referred to therein are true and correct and are hereby incorporated into and made a part of this Agreement.

2. Grant of Easement: Trustee hereby grants to Deltona, its agents, contractors and sub-contractors, a non-exclusive perpetual easement (the "Easement") for ingress and egress under, over and across Parcel 2 for the purpose of constructing, maintaining, using, repairing and replacing the Utility Facilities necessary to enable public or private utilities to service Parcel 1; and for the purpose of constructing, maintaining, using, repairing and replacing the Roadway Facilities necessary to enable unrestricted vehicular and pedestrian ingress and egress to and from State Road 951 to Parcel 1.

3. Location of the Utility Facilities. All of the Utility Facilities shall be installed underground. Deltona shall properly backfill any trench made by it for purposes of maintaining, replacing or removing the Utility Facilities and shall return the surface of the land to the condition that it was in prior to Deltona's excavation work. Trustee covenants that no trees or shrubbery shall be planted in or permanent structures placed or installed within the Easement without prior written consent by Deltona, which consent shall not be unreasonably withheld.

This Instrument Prepared by:
William R. Bloom, Esq.
Holland & Knight
1200 Brickell Avenue
Miami, Florida 33131

PREPARED BY: _____
RECORDED BY: _____
COLLECTOR: _____
Linda Lano

FIVE POINTS TITLE (LAS)

4. Grant of Additional Easements. The grant of this Easement shall in no way restrict the right of Trustee to grant other easements or make other uses of the Parcel 2 so long as such other grants and uses are not inconsistent with Deltona's rights hereunder.

5. Right of Trustee to use Utility Facilities. Trustee shall have the right to utilize the Utility Facilities constructed by Deltona provided Trustee obtains the written consent from Collier County, Florida for such utilization and provided Collier County, Florida determines that there is adequate capacity for the applicable Utility Facilities at the time Trustee desires to utilize same.

6. Miscellaneous Provisions.

A. Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective representatives, successors and assigns.

B. Further Assurances. The parties hereto agree to execute any and all further instruments and documents and take all such action as may be reasonably required by any party hereto to effectuate the terms, provisions and intent of this Agreement.

C. Amendment. This Agreement may not be amended, modified, altered or changed in any respect except by further agreement in writing duly executed by the parties hereto.

D. Severability. If any of the provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to the persons or situations other than those as to which it shall have been invalid or unenforceable, shall not be affected thereby and shall continue to be valid and be in force to the fullest extent permitted by law.

E. Captions. The Agreement headings and captions contained in this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of the intent of this Agreement.

F. Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require.

G. Exercise of Rights. Notwithstanding anything herein to the contrary, any rights granted to Deltona shall be exercised so as to avoid and/or minimize interference with the use and operation of the Parcel 2.

H. Applicable Law. The validity of this Agreement and all of its terms and provisions, as well as rights and duties of the parties hereunder, shall be interpreted and construed in accordance with the laws of the State of Florida.

I. Notices. All notices which shall be given under this Agreement shall be made in writing by certified mail, return receipt requested, with proper postage affixed, by telex, by telecopy or by hand-delivery addressed:

As to Deltona: The Deltona Corporation
3250 S.W. Third Avenue
Miami, Florida 33129
Attention: Thomas L. Barnard

As to Trustee: Wilbur M. Christiansen, Jr. and
Gary L. Danca, as Trustees
1383 Airport Road, North
Naples, Florida 33942

Notice shall be deemed given upon hand-delivery, receipt of telex, receipt of telecopy or upon the date of execution of the return receipt or the date delivery is refused.

J. Covenants Running with the Land. It is intended that the terms, covenants and conditions set forth in this Agreement shall be construed as both covenants and conditions and that they shall run with the land and be affirmatively enforceable against the parties hereto, and any successor and assign thereof, and shall continue to be easements and covenants benefiting, binding, and running with the land.

K. No Waiver. No waiver of any default or breach by either party hereto shall be implied from any omission by the other party to take any action with respect to a default or breach. The waiver of any default in the performance of any term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent default in the performance of the same term, provision, or covenant, or any other term, provision or covenant of this Agreement.

L. Dedication of Parcel 2. Deltona agrees to join in any dedication with respect to the Parcel 2 if required by the applicable governmental authorities.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first written above.

Signed, sealed and delivered in the presence of:

TRUSTEE:

Thomas R. Bell
Steven Gundersen

Wilbur M. Christiansen, Jr.
Wilbur M. Christiansen, Jr.,
as Trustee of the WMBS&P Profit
Sharing Plan and Trust

Thomas R. Bell
Steven Gundersen

Gary L. Danca
Gary L. Danca, as Trustee of
the WMBS&P Profit Sharing Plan
and Trust

DELTONA:

THE DELTONA CORPORATION, a
Delaware corporation

Gene Robert
Nancy Roche

By: Earle D. Cartwright
Exec. Vice President

STATE OF FL)
COUNTY OF Collier) ss.

OR BOOK

PAGE

BEFORE ME, the undersigned authority, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Wilbur M. Christiansen, Jr. as Trustee of the WMBS&P Profit Sharing Plan and Trust who acknowledged before me that he executed the foregoing on behalf of said Trust.

WITNESS my hand and official seal this 6th day of November, 1989.

Patricia Rehner
Notary Public

My Commission Expires

Notary Public
State of Florida at Large
My Commission Expires June 6, 1997

STATE OF FL)
COUNTY OF Collier) ss.

BEFORE ME, the undersigned authority, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Gary L. Danca, as Trustee of the WMBS&P Profit Sharing Plan and Trust who acknowledged before me that he executed the foregoing on behalf of said Trust.

WITNESS my hand and official seal this 6th day of November, 1989.

Patricia Rehner
Notary Public

My Commission Expires

Notary Public
State of Florida at Large
My Commission Expires June 6, 1997

STATE OF FLORIDA)
COUNTY OF DADE) ss.

BEFORE ME, the undersigned authority, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Eric D. Cartright, Executive Vice President of the Deltona Corporation, a Delaware corporation, who acknowledged before me that they executed the foregoing on behalf of said corporation, and that they are fully empowered to do so.

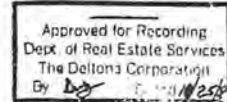
WITNESS my hand and official seal this 9th day of November, 1989.

Eric D. Cartright
Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 17, 1990
BONDED THRU GENERAL INS. LTD.

LEGAL DESCRIPTION



A parcel of land, lying in SECTIONS 22, 23, 24 and 25, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 22, thence run S88°58'10"E along the North line thereof for a distance of 1239.50 feet to an intersection with the Easterly Right of Way Line of State Road No. 951 as conveyed from The Deltona Corporation to the State of Florida Department of Transportation by Warranty Deed dated January 29, 1985 and recorded in Official Records Book 1119, Pages 607 through 609, inclusive of the Public Records of Collier County, Florida, said intersection being the POINT OF BEGINNING of the parcel of land hereinafter described; thence S02°29'39"W along said Easterly Right of Way Line of State Road No. 951 a distance of 1537.88 feet; thence leaving said Easterly Right of Way line, S86°54'19"E a distance of 1322.20 feet; thence S89°27'22"E a distance of 125.79 feet; thence S80°38'36"E a distance of 86.82 feet; thence S48°57'39"E a distance of 143.49 feet; thence S22°38'28"E a distance of 101.19 feet; thence S07°16'34"E a distance of 159.01 feet; thence S22°27'03"E a distance of 80.97 feet; thence S51°50'53"E a distance of 124.40 feet; thence S74°04'40"E a distance of 144.06 feet; thence S85°45'26"E a distance of 187.62 feet; thence N82°02'11"E a distance of 108.47 feet; thence N28°53'36"E a distance of 104.27 feet; thence N10°26'56"E a distance of 87.33 feet; thence N46°09'57"E a distance of 161.84 feet; thence N68°40'14"E a distance of 191.80 feet; thence N79°08'54"E a distance of 121.22 feet; thence S87°33'02"E a distance of 275.66 feet; thence S85°36'34"E a distance of 196.37 feet; thence S87°39'51"E a distance of 185.04 feet; thence S87°21'43"E a distance of 105.83 feet; thence N85°51'57"E a distance of 86.74 feet; thence S87°50'25"E a distance of 53.97 feet; thence S43°21'06"E a distance of 96.83 feet; thence S39°51'17"E a distance of 55.10 feet; thence S12°45'05"E a distance of 48.21 feet; thence S54°17'48"E a distance of 252.73 feet; thence N55°30'51"E a distance of 83.75 feet; thence N74°56'13"E a distance of 64.15 feet; thence S82°07'55"E a distance of 60.59 feet; thence S51°36'21"E a distance of 159.30 feet; thence S00°11'44"W a distance of 120.56 feet; thence S02°12'06"W a distance of 166.85 feet; thence N80°34'08"E a distance of 106.80 feet; thence S77°52'52"E a distance of 122.93 feet; thence N85°11'20"E a distance of 115.84 feet; thence S73°31'25"E a distance of 106.53 feet; thence N78°58'26"E a distance of 51.97 feet; thence N05°41'54"E a distance of 125.98 feet; thence N01°41'54"E a distance of 77.72 feet; thence N15°43'51"E a distance of 164.05 feet; thence N21°55'44"E a distance of 141.05 feet; thence N23°51'20"E a distance of 142.54 feet; thence N53°47'38"E a distance of 116.07 feet; thence N88°01'01"E a distance of 145.07 feet; thence N38°00'59"E a distance of 369.42 feet; thence N39°43'19"E a distance of 299.43 feet; thence N44°48'34"E a distance of 108.44 feet; thence N74°20'58"E a distance of 101.17 feet; thence N77°28'10"E a distance of 117.54 feet; thence N41°29'16"E a distance of 102.86 feet; thence N16°25'45"E a distance of 68.07 feet; thence N32°16'13"E a distance of 99.28 feet; thence N56°07'35"E a distance of 115.20 feet; thence N22°53'12"E a distance of 132.57 feet; thence N34°55'40"E a distance of 81.02 feet; thence N67°14'28"E a distance of 68.26 feet; thence N76°07'18"E a distance of 77.37 feet; thence S86°19'59"E a distance of 263.41 feet; thence S14°15'46"E a distance of 83.69 feet; thence S23°58'59"W a distance of 58.61 feet; thence S56°50'17"W a distance of 141.77 feet; thence S48°14'20"W a distance of 110.87 feet; thence S46°59'04"W a distance of 86.08 feet; thence S24°17'17"W a distance of 78.68 feet; thence S59°03'57"E a distance of 32.26

feet; thence S76°14'25"E a distance of 287.74 feet; thence S87°00'56"E a distance of 151.16 feet; thence S68°28'26"E a distance of 115.50 feet; thence S43°13'27"E a distance of 112.77 feet; thence S18°34'02"E a distance of 220.03 feet; thence S21°18'18"E a distance of 172.00 feet; thence S18°33'08"E a distance of 163.52 feet; thence S76°44'26"E a distance of 125.93 feet; thence N74°26'22"E a distance of 115.09 feet; thence N47°34'17"E a distance of 55.95 feet; thence N12°06'43"W a distance of 69.72 feet; thence N31°18'44"W a distance of 100.54 feet; thence N16°38'57"W a distance of 133.88 feet; thence N09°53'00"E a distance of 213.52 feet; thence N48°28'23"E a distance of 119.96 feet; thence N87°30'26"E a distance of 33.64 feet; thence S32°37'51"E a distance of 138.09 feet; thence S40°52'24"E a distance of 125.01 feet; thence S39°17'22"E a distance of 115.06 feet; thence S62°18'24"E a distance of 145.81 feet; thence S61°21'50"E a distance of 121.40 feet; thence S59°49'44"E a distance of 115.57 feet; thence S74°50'34"E a distance of 94.71 feet; thence N24°24'43"E a distance of 91.83 feet; thence N40°52'29"E a distance of 247.62 feet; thence N40°23'40"E a distance of 276.26 feet; thence N39°53'20"E a distance of 411.53 feet; thence S58°13'26"E a distance of 962.09 feet; thence S19°09'18"E a distance of 96.31 feet; thence S08°45'22"W a distance of 121.08 feet; thence S13°25'07"W a distance of 159.04 feet; thence S20°02'48"W a distance of 189.88 feet; thence S57°19'10"W a distance of 559.88 feet; thence S77°05'05"W a distance of 327.57 feet; thence S43°14'14"W a distance of 401.58 feet; thence N66°08'10"W a distance of 54.49 feet; thence S64°07'14"W a distance of 44.31 feet; thence S48°23'22"W a distance of 35.08 feet; thence S11°10'06"W a distance of 174.79 feet; thence S04°12'55"W a distance of 151.70 feet; thence S00°26'51"E a distance of 131.06 feet; thence S07°57'23"E a distance of 52.02 feet; thence S05°32'11"E a distance of 73.70 feet; thence S39°42'25"W a distance of 60.13 feet; thence S75°24'24"W a distance of 513.63 feet; thence N71°25'16"W a distance of 78.08 feet; thence N54°31'46"W a distance of 292.73 feet; thence N36°53'16"W a distance of 88.54 feet; thence N75°02'38"W a distance of 101.42 feet; thence N58°07'21"W a distance of 145.39 feet; thence N63°16'52"W a distance of 100.54 feet; thence N70°16'01"W a distance of 52.57 feet; thence N76°18'47"W a distance of 139.12 feet; thence N88°18'46"W a distance of 118.58 feet; thence S78°25'37"W a distance of 120.58 feet; thence S70°42'34"W a distance of 58.35 feet; thence S54°33'15"W a distance of 236.73 feet; thence S01°33'17"W a distance of 304.71 feet; thence S30°08'16"E a distance of 194.40 feet; thence S01°31'06"W a distance of 139.28 feet; thence S24°09'25"E a distance of 317.35 feet; thence S07°39'57"E a distance of 618.63 feet; thence S05°14'32"E a distance of 48.49 feet; thence S86°37'33"E a distance of 144.20 feet; thence N74°58'46"E a distance of 84.50 feet; thence N89°49'58"E a distance of 166.94 feet; thence N54°40'25"E a distance of 155.08 feet; thence S87°04'16"E a distance of 183.90 feet; thence S75°30'01"E a distance of 292.56 feet; thence S74°07'29"E a distance of 164.37 feet; thence N53°12'13"E a distance of 77.41 feet; thence N71°22'37"E a distance of 85.20 feet; thence S85°53'26"E a distance of 92.10 feet; thence S83°23'30"E a distance of 128.98 feet; thence N68°54'10"E a distance of 100.70 feet; thence N55°32'22"E a distance of 148.01 feet; thence N32°25'17"E a distance of 235.05 feet; thence N33°14'22"E a distance of 199.06 feet; thence N48°38'03"E a distance of 111.62 feet; thence N40°09'31"E a distance of 96.63 feet; thence N18°03'03"E a distance of 285.56 feet; thence N58°55'34"E a distance of 367.04 feet; thence S72°39'46"E a distance of 90.19 feet; thence S68°05'01"E a distance of 88.10 feet; thence S32°29'50"E a distance of 134.26 feet; thence N58°20'15"E a distance of 1006.12 feet; thence N08°49'07"E a distance of 121.76 feet; thence N86°01'20"E a distance of 76.03 feet; thence S81°56'11"E a distance of 62.99 feet; thence S62°22'55"E a distance of 61.06 feet; thence S28°55'42"E a distance of 96.72 feet; thence S07°05'01"E a distance of 98.49 feet; thence S20°24'01"W a distance of 97.27 feet; thence S64°30'14"E a distance of 119.77 feet; thence N42°57'49"E a distance of 68.57 feet; thence N19°23'04"E a distance of 158.14

feet; thence N75°28'14"E a distance of 446.92 feet; thence N06°56'07"E a distance of 178.75 feet; thence N66°12'10"W a distance of 63.59 feet; thence N71°24'18"W a distance of 123.29 feet; thence N50°53'00"W a distance of 112.15 feet; thence N16°04'21"W a distance of 86.40 feet; thence N28°52'24"E a distance of 62.66 feet; thence N69°42'26"E a distance of 91.21 feet; thence N88°57'04"E a distance of 137.96 feet; thence S51°15'23"E a distance of 66.98 feet; thence S57°59'46"E a distance of 90.38 feet; thence N83°57'39"E a distance of 185.60 feet; thence S69°53'36"E a distance of 103.27 feet; thence S33°27'20"E a distance of 47.82 feet; thence S01°07'11"E a distance of 176.02 feet; thence S57°10'59"E a distance of 90.42 feet; thence S59°52'00"E a distance of 215.96 feet; thence S40°50'50"E a distance of 100.90 feet; thence S01°41'10"W a distance of 221.55 feet; thence S44°25'43"E a distance of 177.22 feet; thence S57°17'08"E a distance of 194.66 feet; thence S49°41'29"E a distance of 234.47 feet; thence S51°45'12"E a distance of 285.65 feet; thence S46°48'39"E a distance of 77.27 feet; thence S55°26'25"E a distance of 87.85 feet; thence N83°37'01"E a distance of 54.43 feet; thence N59°38'02"E a distance of 133.38 feet; thence N86°08'02"E a distance of 77.48 feet; thence S67°01'55"E a distance of 118.58 feet; thence S45°08'14"E a distance of 2560.69 feet; thence N29°52'54"E a distance of 85.21 feet; thence N27°30'00"E a distance of 86.22 feet; thence N25°35'58"E a distance of 48.08 feet; thence N21°40'44"E a distance of 96.89 feet; thence N69°44'52"W a distance of 38.61 feet; thence S75°26'58"W a distance of 151.66 feet; thence N09°04'17"W a distance of 117.55 feet; thence N12°06'14"E a distance of 74.75 feet; thence N46°03'43"E a distance of 74.51 feet; thence N12°46'58"W a distance of 32.83 feet; thence N19°55'33"W a distance of 74.92 feet; thence S32°11'57"W a distance of 85.42 feet; thence S69°25'44"W a distance of 67.21 feet; thence N65°02'17"W a distance of 75.05 feet; thence N86°16'33"W a distance of 109.50 feet; thence S69°48'24"W a distance of 95.29 feet; thence N31°09'56"W a distance of 62.54 feet; thence N01°12'06"W a distance of 153.58 feet; thence N36°23'56"E a distance of 106.80 feet; thence N10°55'24"W a distance of 140.47 feet; thence N22°37'48"E a distance of 51.15 feet; thence N37°19'10"E a distance of 162.48 feet; thence N19°33'02"E a distance of 118.95 feet; thence N08°08'12"E a distance of 108.72 feet; thence N04°59'51"W a distance of 137.15 feet; thence N20°30'53"E a distance of 147.93 feet; thence N03°46'25"E a distance of 148.33 feet; thence N17°32'07"W a distance of 160.04 feet; thence N15°13'39"W a distance of 140.97 feet; thence N00°05'49"W a distance of 73.02 feet; thence N25°39'35"E a distance of 96.53 feet; thence N59°22'21"E a distance of 73.73 feet; thence S40°21'48"E a distance of 52.95 feet; thence S01°53'33"W a distance of 116.69 feet; thence S82°33'24"E a distance of 120.72 feet; thence S63°38'53"E a distance of 64.07 feet; thence S44°52'32"E a distance of 54.42 feet; thence S10°29'59"E a distance of 79.18 feet; thence S37°18'09"W a distance of 50.11 feet; thence S29°46'39"W a distance of 75.80 feet; thence S25°22'43"W a distance of 103.06 feet; thence S10°56'20"W a distance of 105.37 feet; thence S10°07'11"E a distance of 107.10 feet; thence S42°29'24"E a distance of 116.91 feet; thence S08°16'17"W a distance of 34.66 feet; thence S60°16'31"W a distance of 106.48 feet; thence S23°42'39"W a distance of 130.40 feet; thence S08°54'48"E a distance of 85.19 feet; thence S20°38'43"E a distance of 62.59 feet; thence S85°18'35"E a distance of 164.23 feet; thence S88°28'10"E a distance of 201.60 feet to an intersection with the East Line of aforesaid Section 24; thence N00°15'28"E along said East Section Line a distance of 4476.41 feet to the Northeast corner thereof; thence N88°58'55"W along the North Line of said Section 24 a distance of 2713.71 feet to the North 1/4 corner thereof; thence continuing along the North Line of said Section 24, run N88°59'02"W a distance of 2713.25 feet to the Northwest corner thereof, said corner also being the Northeast corner of aforesaid Section 23; thence N88°58'53"W along the North line of said Section 23 a distance of 2796.24 feet to the North 1/4 corner thereof; thence continuing along the North Line of said

Section 23, run N88°58'53"W a distance of 2796.45 feet to the Northwest corner thereof, said corner also being the Northeast corner of aforesaid Section 22; thence N88°58'51"W along the North Line of said Section 22 a distance of 2738.08 feet to the North 1/4 corner thereof; thence continuing along the North Line of said Section 22, run N88°58'10"W a distance of 1448.53 feet to the Point of Beginning.

ALSO

A parcel of land, lying in aforesaid SECTION 24, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 24, thence run S00°15'28"W along the East Section Line thereof for a distance of 4679.59 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence N72°12'44"W a distance of 86.92 feet; thence N69°28'32"W a distance of 94.14 feet; thence S85°05'50"W a distance of 80.86 feet; thence S78°39'42"W a distance of 79.41 feet; thence S46°52'35"W a distance of 76.76 feet; thence S54°05'10"E a distance of 62.53 feet; thence S81°19'02"E a distance of 71.38 feet; thence N88°47'42"E a distance of 97.52 feet; thence N83°27'32"E a distance of 84.68 feet; thence N84°27'57"E a distance of 82.73 feet; thence N00°15'28"E a distance of 43.22 feet to the Point of Beginning.

ALSO

A parcel of land, lying in aforesaid SECTION 24, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 24, thence run S00°15'28"W along the East Section Line thereof for a distance of 4790.92 feet to the POINT OF BEGINNING of the parcel of land hereinafter described: thence N86°15'35"W a distance of 52.39 feet; thence S56°39'23"W a distance of 67.01 feet; thence S12°30'16"W a distance of 74.05 feet; thence S07°47'40"E a distance of 77.35 feet; thence S16°03'58"E a distance of 121.00 feet; thence S34°56'39"E a distance of 136.99 feet; thence N00°15'28"E a distance of 410.92 feet to the Point of Beginning.

ALSO

That part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of SECTION 11, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida, lying South of Tamiami Trail (U.S. NO. 41), LESS AND EXCEPTING THEREFROM the following described lands; BEGIN at the Northwest corner of the said Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 11; thence run N01°15'15"E for a distance of 93.97 feet to the Southern Right-of-way Line of the Tamiami Trail; thence S54°20'07"E along said Southern Right-of-way Line for a distance of 412.12 feet; thence leaving said Southern Right-of-way Line run S01°15'16"W for a distance of 100.00 feet; thence N88°44'44"W for a distance of 10.00 feet; thence S01°15'15"W for a distance of 293.15 feet; thence N54°20'07"W for a distance of 400.00 feet; thence N01°15'15"E for a distance of 306.03 feet to the Point of Beginning.

ALSO

The Northeast Quarter (NE 1/4) of the Southeast (SE 1/4) of SECTION 11, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

ALSO

The Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of SECTION 11, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

ALSO

The West One-Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

ALSO

The South One-Half (S 1/2) of the Northeast Quarter (NE 1/4) of SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

ALSO

The South One-Half (S 1/2) of the Northwest Quarter (NW 1/4) of SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

ALSO

The Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

ALSO

The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

ALSO

The Southeast Quarter (SE 1/4) of SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida, and the South One-Half (S 1/2) of the Southwest Quarter (SW 1/4) of SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

ALSO

The East One-Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of SECTION 15, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

ALSO

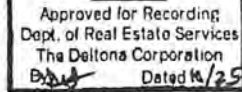
The West One-Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of SECTION 15, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

ALSO

The East One-Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of SECTION 15, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

ALSO

The West One-Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of SECTION 15, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.



REV 10/25/89

Exhibit "B" - Parcel 2

Legal Description

The South thirty (30) feet of the South 1,100 feet of the North-half (N 1/2) of North-half (N 1/2) of Section 15, Township 51 South, Range 26 East, Collier County, Florida, lying Easterly of the East right of way line of State Road 951 (S-951), the same being a portion of those lands described in easements declared and reserved by instruments recorded in Official Records Book 177 at Pages 758 and 759; and in Official Records Book 177 at Pages 766 and 767; and in Official Records Book 234 at Pages 383 and 384; and in Official Records Book 234 at Pages 869 and 870, all of the Public Records of Collier County, Florida,

LESS AND EXCEPTING THEREFROM;

That part of the above described lying within 1,703.66 feet of the Southeast corner of said South 1,100 feet of the North-half (N 1/2) of the North-half (N 1/2) of Section 15, lying East of State Road 951.

NOT A CERTIFIED COPY

Prepared by & Return to:

Mark E. Adamczyk, Esq.
Adamczyk Law Firm, PLLC
9130 Galleria Court, Suite 201
Naples, Florida 34109
(239) 631-6199

ROADWAY EASEMENT AND MAINTENANCE AGREEMENT

This Roadway Easement and Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2021, by and between PELICAN LAKE PROPERTY OWNERS ASSOCIATION OF COLLIER COUNTY, INC., a Florida not-for-profit corporation (hereafter, “Pelican Lake”) and FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a special purpose unit of local government established pursuant to Chapter 190 of the Florida Statutes, as amended (hereafter, “Fiddler’s Creek CDD #1”).

WHEREAS, Pelican Lake is the owner of a private right of way hereafter referred to as “Championship Drive”, said right of way and roadway improvements being located on Collier County Parcel No. 66679095286, further shown as “Marriott Club Drive” on the plat of Pelican Lake RV Resort Unit One, as more particularly shown on Exhibit “A” hereto (hereafter, the “Roadway”); and

WHEREAS, Fiddler’s Creek and its residents and invitees use the Roadway to access the Fiddler’s Creek residential community and a dispute has arisen with Pelican Lake regarding Fiddler’s Creek CDD #1’s rights and obligations with respect to the Roadway; and

WHEREAS, Pelican Lake and Fiddler’s Creek CDD #1 wish to resolve their dispute on the terms and conditions more particularly stated herein.

NOW, THEREFORE, for and in exchange of good and valuable consideration, the receipt of which is hereby acknowledged, Pelican Lake and Fiddler’s Creek CDD #1 agree as follows:

SECTION 1. GRANT OF EASEMENT

Pelican Lake hereby grants and conveys to Fiddler’s Creek CDD #1 and its respective successors and assigns, a perpetual, non-exclusive easement upon, over and across the Roadway for Fiddler’s Creek’s residents, agents, guests, vendors, invitees and licensees to have vehicular and pedestrian access, ingress and egress to and from the Fiddler’s Creek residential community and State Road 951.

SECTION 2. MAINTENANCE AND REPAIR OBLIGATIONS

Commencing January 1, 2022, Fiddler’s Creek CDD #1 shall be responsible and liable for a maximum of twenty-five percent (25%) of any and all expenses incurred by Pelican Lake for the Roadway, including without limitation routine maintenance and capital improvements as may be required to bring the Roadway into compliance with applicable State or County ordinances or regulations (hereafter, the

“agreed share”). Routine maintenance includes, but is not limited to, taxes, insurance, and repairs and replacements deemed necessary by Pelican Lake. Fiddler’s Creek CDD #1 shall not, however, be responsible for expenses incurred by Pelican Lake for maintenance and repair of improvements immediately adjacent to the Roadway that serve the Pelican Lake community entrance (i.e. plantings, guardhouse and entrance driveway).

Fiddler’s Creek CDD #1 agrees to reimburse Pelican Lake for its agreed share of the expenses referenced above within thirty (30) days of receipt of a written invoice from Pelican Lake. Pelican Lake agrees to provide Fiddler’s Creek CDD #1 with a) copies of supporting invoices and proposals from vendors and/or contractors; and b) advance written notice of Pelican Lake’s election to obtain bids for capital improvements and non-recurring expenses. Amounts not timely paid by Fiddler’s Creek CDD #1 shall incur a late fee of five percent (5%) and interest at eighteen percent (18%) per annum until paid. In addition, Fiddler’s Creek CDD #1 shall be responsible for reasonable costs of collection incurred by Pelican Lake, including without limitation attorney’s fees and costs.

SECTION 3. ADDITIONAL PARTIES AND PUBLIC ACCEPTANCE

Pelican Lake and Fiddler’s Creek CDD #1 acknowledge and agree that they would both benefit from additional parties joining into this Agreement and contributing a fair share of costs for maintenance of and improvements to the Roadway. If Pelican Lake is able to cause other Roadway users to join in this Agreement, Fiddler’s Creek CDD #1 will continue to pay its agreed share of Roadway expenses pursuant to paragraph 2 above. However, if enough Roadway users join in this Agreement such that Fiddler’s Creek CDD #1’s agreed share of expenses as provided herein can be equitably reduced on a pro-rata basis, Fiddler’s Creek CDD #1 will then pay its pro-rata share (e.g. if 2 additional Roadway users, not including Pelican Lake, Fiddler’s Creek CDD #1 and Copper Cove Preserve Community Association, Inc., ultimately agree to each pay 20% of Roadway expenses, Fiddler’s Creek CDD #1’s share would then be 20%). The foregoing is not intended to be an obligation or guarantee from Pelican Lake in terms actually causing other Roadway users to join in this Agreement, whether voluntarily or through legal action. Fiddler’s Creek CDD #1 agrees to cooperate in good faith with Pelican Lake in any efforts undertaken by Pelican Lake to cause additional parties to join into this Agreement, but shall not be obligated to voluntarily become a party to any legal action.

In addition, both Pelican Lake and Fiddler’s Creek CDD #1 acknowledge and agree that the Roadway could ultimately be accepted by Collier County as a public road. Accordingly, Fiddler’s Creek CDD #1 agrees to work together diligently and in good faith with Pelican Lake, Collier County and/or FDOT for acceptance of the Roadway as a public road owned and maintained by Collier County. In the event that Collier County agrees to accept the Roadway as discussed above, this Agreement will terminate and the parties will have no further obligations hereunder.

SECTION 4. CONFLICT

This Agreement is intended to supersede and replace any prior agreement, easement or other instruments in the Roadway (“prior easements”). In the event of a conflict between this Agreement and any prior easements, this Agreement shall prevail.

SECTION 5. NOTICES

Any notice or report required under this Agreement will be sent to the parties at the addresses indicated below, unless the address is changed by written notice to each party concerned, in which event the change of address given will be used for the sending of the notice. Any required notice may be made by a) certified mail, properly addressed and postage prepaid; or b) prepaid overnight courier service.

Pelican Lake:
4555 Southern Breeze Drive
Naples, Florida 34114

With copy to:
Adamczyk Law Firm, PLLC
9130 Galleria Court, Suite 201
Naples, FL 34109

Fiddler's Creek CDD #1:
Wrathell, Hunt and Associates, LLC
9220 Bonita Beach Road, Suite 214
Bonita Springs, FL 34135

With copy to:
Woodward, Pires & Lombardo, P.A.
3200 North Tamiami Trail, Suite 200
Naples, FL 34103

SECTION 6. MISCELLANEOUS

This Agreement shall be binding on the heirs, successors and assigns of the parties. Florida law shall govern this Agreement, and Collier County shall be the venue for any litigation brought to enforce this Agreement. Further, in any litigation brought to enforce this Agreement, the prevailing party shall be entitled to an award of attorney's fees and court costs so incurred. Signatures transmitted by facsimile or electronic mail shall be considered originals.

Executed at Naples, Florida, this _____ day of _____, 2021.

PELICAN LAKE PROPERTY OWNERS ASSOCIATION OF COLLIER COUNTY, INC:

Witness
Print Name: _____

Witness
Print Name: _____

State of _____)
County of _____)

By: _____
Print Name: _____
Title: _____
Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____, as _____ of Pelican Lake Property Owners Association of Collier County, Inc., a Florida not-for-profit corporation, who is _____ personally known to me, or _____ produced _____ as identification.

I am a commissioned notary public of the State of _____ and my commission expires on _____.

Notary Public

Executed at Naples, Florida, this _____ day of _____, 2021.

**FIDDLER'S CREEK COMMUNITY
DEVELOPMENT DISTRICT NO. 1:**

Witness
Print Name: _____

Witness
Print Name: _____

By: _____
Print Name: _____
Title: _____
Date: _____

State of _____)
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____, as _____ of Fiddler's Creek Community Development District No. 1, a special purpose unit of local government established pursuant to Chapter 190 of the Florida Statutes, as amended, who is _____ personally known to me, or _____ produced _____ as identification.

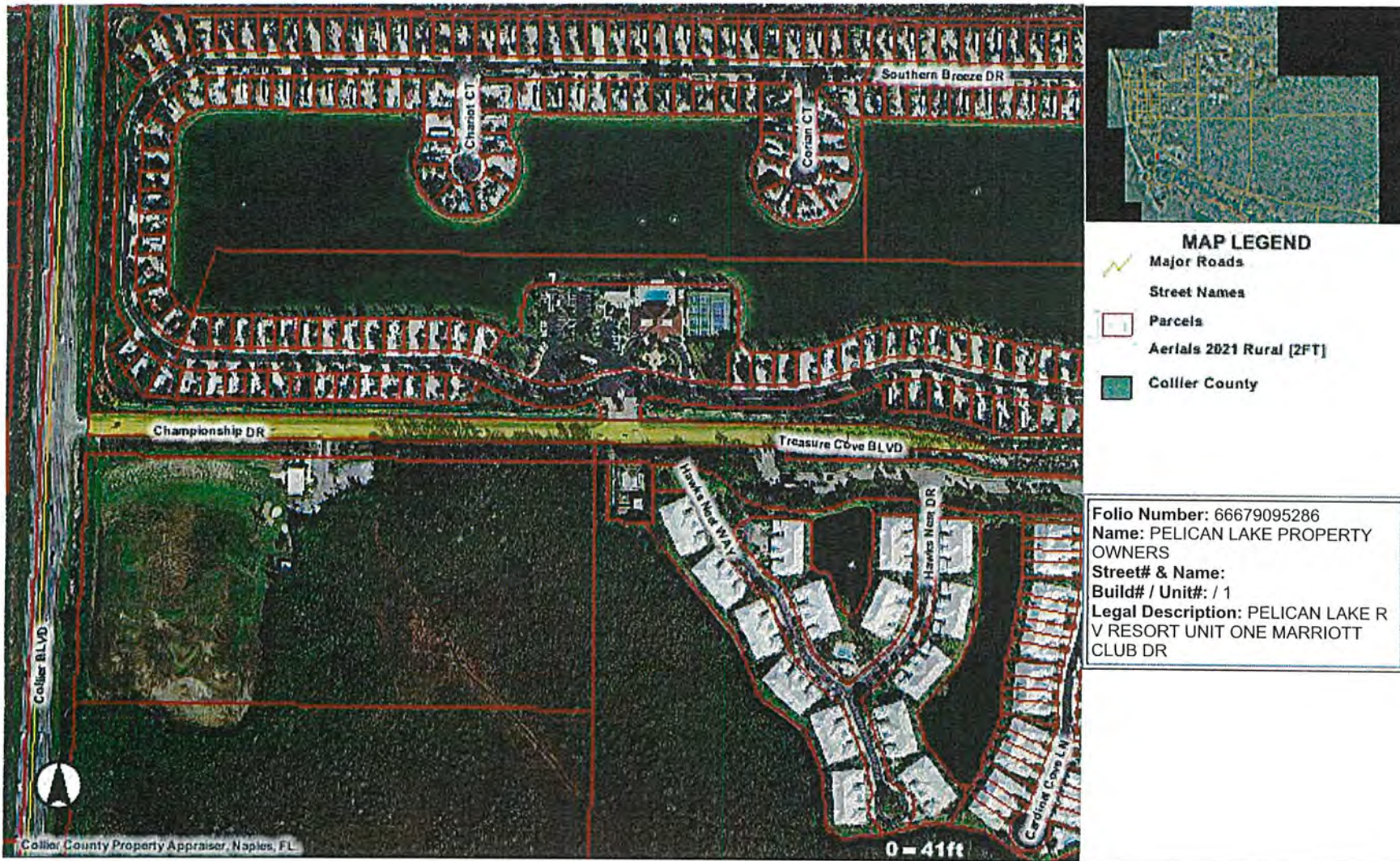
I am a commissioned notary public of the State of _____ and my commission expires on _____.

Notary Public

Exhibit "A"

Roadway & Easement Area





2004. Collier County Property Appraiser. While the Collier County Property Appraiser is committed to providing the most accurate and up-to-date information, no warranties expressed or implied are provided for the data herein, its use, or its interpretation.

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

9

AQUA-MATIC IRRIGATION SYSTEMS, INC.

Consulting, Design and Installation
6188 Lee Ann Lane, Naples, FL 34109
(239) 597-8008 FAX (239) 597-7433

PROPOSAL/CONTRACT

TO: FIDDLERS CREEK CDD 1	Page # 1 of 1
	Date: 9/1/21
	Job Name: CHAMPIONSHIP DRIVE
	GATE VALVE REPLACEMENTS

We hereby propose to furnish, in accordance with specifications below or on attached pages, all material and labor necessary to complete the following:

QUANT.	DESCRIPTION	UNIT PRICE	TOTAL
6	REPLACE ORIGINAL 2" BALL VALVES (FAILED) WITH BRASS GATE VALVES	895.00	\$5,370.00
6	NEW BRASS GATE VALVES FOR ISOLATION ON ELECTRIC VALVES INSTALLED POST IRMA.	895.00	\$5,370.00
12	NEW VALVE BOXES FOR GATE VALVES	66.00	\$792.00
	TOTAL		\$11,532.00

OWNER'S RESPONSIBILITY: The owner agrees to assume responsibility for job location being within his property lines and not in violation of set backs or other restrictions. The owner will provide adequate access to job site. Contractor assumes electric current will be supplied by owner from existing outlet. **MATERIALS:** The owners hereby covenant and agree that the title to the materials furnished which compromises a part of the subject matter of this contract shall remain in AQUA-MATIC IRRIGATION SYSTEMS, INC. until the contract price and any extras are paid in full. The owners further covenant and agree that said material shall be deemed to be considered personal property although the said material may in some manner be affixed or attached to the real property within which the herein said material may be freely severed from the premises as any other personality by AQUA-MATIC IRRIGATION SYSTEMS, INC., their successors and assigns.

DEFAULT: In the event the owner should fail to make any payment when the same is due, or any part hereof, or fail to perform fully and promptly any covenant or agreement herein set forth, they will pay to AQUA-MATIC IRRIGATION SYSTEMS, INC., it's successors and assigns, all costs and expense the said AQUA-MATIC IRRIGATION SYSTEMS, INC., or it's successors or assigns may thereby put to, including a reasonable attorney fee. If the owners shall become bankrupt or be put into receivership, or fail to make any payment when due, or fail to perform any covenant herein contained, all sums then unpaid shall become due and payable upon written notice thereof by AQUA-MATIC IRRIGATION SYSTEMS, INC., it's successors or assigns.

THIS AGREEMENT: shall be binding on the heirs, administrators, executors, successors and assign of the owners.

WARRANTY: AQUA-MATIC IRRIGATION SYSTEMS, INC., warrants that all materials used in completing installation, contracted for herein will be of high quality and new, and that all work will be done in a workmanlike manner. Any breach therein, causing any substantial defects, shall be remedied without charge, providing written notice is given AQUA-MATIC IRRIGATION SYSTEMS, INC., within one year of completion. It is agreed however, that no claim may be filed or this warranty shall be null and void unless accepted within thirty days following date submitted. It is agreed by the owner that any claim either under this contract or under the warranty herein above set forth, shall be brought only in the appropriate court in Collier County, Florida.

Notice to Buyer: (a) Do not sign this before you read it or if it contains any blank spaces. (b) You are entitled to an exact copy which is delivered herewith and receipt of which is hereby acknowledged to buyer.

Authorized Signature: _____

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal: The above or attached prices, conditions,

AQUA-MATIC IRRIGATION SYSTEMS, INC.

Consulting, Design and Installation
6188 Lee Ann Lane, Naples, FL 34109
(239) 597-8008 FAX (239)597-7433

PROPOSAL/CONTRACT

and specifications are satisfactory and are hereby accepted. You
are authorized to do the work as specified. Payment will be NET 30 DAYS

Signature: _____

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

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**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2021**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2021**

	General 001	Debt Service Series 2013 Refunded 1999	Debt Service Series 2014-1 Refunded 2002B	Debt Service Series 2014-2A Refunded 2002A	Debt Service Series 2014-2B Refunded 2002A	Debt Service Series 2014-3 Refunded 2005	Debt Service Series 2014-4 Refunded 2005	Total Governmental Funds
ASSETS								
Operating accounts								
SunTrust	\$ 669,788	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 669,788
Assessment account-Iberia	300,870	-	-	-	-	-	-	300,870
Centennial Bank - MMA	77,690	-	-	-	-	-	-	77,690
Finemark - MMA	249,015	-	-	-	-	-	-	249,015
Finemark - ICS	725,046	-	-	-	-	-	-	725,046
Investments								
Revenue	-	25,562	266,923	-	273,449	-	-	565,934
Reserve - series A	-	86,239	-	-	-	-	-	86,239
Reserve - series B	-	-	-	-	104,000	-	-	104,000
Prepayment	-	6,461	-	978	337,797	-	-	345,236
Prepayment - 2002B exchange	-	-	119,363	-	-	-	-	119,363
Undeposited funds	150	-	-	-	-	-	-	150
Due from other funds								
Debt service 2014-2A	305	-	-	-	-	-	-	305
Due from Fiddler's Creek CDD #2	2,787	-	-	-	-	-	-	2,787
Due from general fund	-	3	8	-	-	-	-	11
Prepaid expense	568	-	-	-	-	-	-	568
Deposits	5,125	-	-	-	-	-	-	5,125
Total Assets	<u>\$ 2,031,344</u>	<u>\$ 118,265</u>	<u>\$ 386,294</u>	<u>\$ 978</u>	<u>\$ 715,246</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,252,127</u>
LIABILITIES & FUND BALANCES								
Liabilities:								
Due to other funds								
General fund 001	-	-	-	-	305	-	-	305
Debt service 2013 - refunded 1999	3	-	-	-	-	-	-	3
Debt service 2014-1	8	-	-	-	-	-	-	8
Total liabilities	<u>11</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>305</u>	<u>-</u>	<u>-</u>	<u>316</u>
Fund balances:								
Restricted for								
Debt service	-	118,265	386,294	978	714,941	-	-	1,220,478
Unassigned	2,031,333	-	-	-	-	-	-	2,031,333
Total fund balances	<u>2,031,333</u>	<u>118,265</u>	<u>386,294</u>	<u>978</u>	<u>714,941</u>	<u>-</u>	<u>-</u>	<u>3,251,811</u>
Total liabilities and fund balance	<u>\$ 2,031,344</u>	<u>\$ 118,265</u>	<u>\$ 386,294</u>	<u>\$ 978</u>	<u>\$ 715,246</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,252,127</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 2,149,746	\$ 2,106,777	102%
Assessment levy: off-roll	27,013	297,142	324,154	92%
Interest	47	696	2,200	32%
Miscellaneous	150	1,693	15,000	11%
Total revenues	<u>27,210</u>	<u>2,449,277</u>	<u>2,448,131</u>	100%
EXPENDITURES				
Administrative				
Supervisors	861	11,411	12,918	88%
Management	5,043	55,481	60,525	92%
Assessment roll preparation	-	23,990	25,490	94%
Accounting services	1,647	18,117	19,764	92%
Audit	-	7,650	15,400	50%
Legal	1,795	8,158	25,000	33%
Engineering	19,039	69,115	30,000	230%
Telephone	65	718	783	92%
Postage	1,982	3,436	2,300	149%
Insurance	-	29,073	22,147	131%
Printing and binding	55	604	659	92%
Legal advertising	-	1,155	2,000	58%
Office supplies	-	-	750	0%
Annual district filing fee	-	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	500	4,000	13%
Contingencies	156	2,977	4,000	74%
ADA website comppliance	-	210	840	25%
Dissemination agent	986	10,842	11,828	92%
Total administrative	<u>31,629</u>	<u>243,612</u>	<u>254,079</u>	96%
Field management				
Field management services	2,186	24,051	26,237	92%
Total field management	<u>2,186</u>	<u>24,051</u>	<u>26,237</u>	92%
Water management maintenance				
Other contractual	1,950	301,275	407,506	74%
Fountains	6,488	68,421	60,000	114%
Total water management maintenance	<u>8,438</u>	<u>369,696</u>	<u>467,506</u>	79%
Street lighting				
Contractual services	-	5,737	15,000	38%
Electricity	2,194	21,315	38,000	56%
Holiday lighting program	-	14,900	15,000	99%
Miscellaneous	-	-	1,500	0%
Total street lighting	<u>2,194</u>	<u>41,952</u>	<u>69,500</u>	60%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
Landscaping				
Other contractual - landscape maintenance	55,720	661,436	895,000	74%
Other contractual - flowers	7,485	50,500	52,000	97%
Other contractual - mosquito control	6,431	34,301	24,000	143%
Improvements and renovations	600	32,113	125,000	26%
Contingencies	-	7,535	15,000	50%
Total landscaping	<u>70,236</u>	<u>785,885</u>	<u>1,111,000</u>	71%
Roadway				
Roadway maintenance	-	91,945	75,000	123%
Capital outlay	96,907	250,779	150,000	167%
Total roadway	<u>96,907</u>	<u>342,724</u>	<u>225,000</u>	152%
Irrigation supply				
Electricity	43	419	750	56%
Repairs and maintenance	-	45,290	5,000	906%
Other contractual-irrigation manager	-	37,500	50,000	75%
Supply system	7,373	137,183	162,250	85%
Total irrigation supply	<u>7,416</u>	<u>220,392</u>	<u>218,000</u>	101%
Other fees & charges				
Property appraiser	-	49,966	32,918	152%
Tax collector	-	34,013	43,891	77%
Total other fees & charges	<u>-</u>	<u>83,979</u>	<u>76,809</u>	109%
Total expenditures	<u>219,006</u>	<u>2,112,291</u>	<u>2,448,131</u>	86%
Excess/(deficiency) of revenues over/(under) expenditures	(191,796)	336,986	-	
Fund balances - beginning	<u>2,223,129</u>	<u>1,694,347</u>	<u>1,349,974</u>	
Fund balances - ending	<u>\$ 2,031,333</u>	<u>\$ 2,031,333</u>	<u>\$ 1,349,974</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2013 (REFUNDED SERIES 1999)
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 182,217	\$ 179,515	102%
Assessment prepayments	-	2,395	-	N/A
Interest	-	55	-	N/A
Total revenues	<u>-</u>	<u>184,667</u>	<u>179,515</u>	103%
EXPENDITURES				
Debt service				
Principal	-	795,000	795,000	100%
Interest	-	31,800	31,800	100%
Total debt service	<u>-</u>	<u>826,800</u>	<u>826,800</u>	100%
Other fees & charges				
Property appraiser	-	4,258	2,805	152%
Tax collector	-	2,883	3,740	77%
Total other fees & charges	<u>-</u>	<u>7,141</u>	<u>6,545</u>	109%
Total expenditures	<u>-</u>	<u>833,941</u>	<u>833,345</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	-	(649,274)	(653,830)	
Fund balances - beginning	118,265	767,539	746,983	
Fund balances - ending	<u>\$ 118,265</u>	<u>\$ 118,265</u>	<u>\$ 93,153</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-1 (REFUNDED SERIES 2002B)
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 459,619	\$ 494,496	93%
Assessment prepayments	38,416	349,962	-	N/A
Interest	2	42	-	N/A
Total revenues	<u>38,418</u>	<u>809,623</u>	<u>494,496</u>	164%
EXPENDITURES				
Debt service				
Principal	-	195,000	205,000	95%
Principal prepayment	-	555,000	-	N/A
Interest	-	262,516	270,631	97%
Total debt service	<u>-</u>	<u>1,012,516</u>	<u>475,631</u>	213%
Other fees & charges				
Property appraiser	-	11,729	7,727	152%
Tax collector	-	7,272	10,302	71%
Total other fees & charges	<u>-</u>	<u>19,001</u>	<u>18,029</u>	105%
Total expenditures	<u>-</u>	<u>1,031,517</u>	<u>493,660</u>	209%
Excess/(deficiency) of revenues over/(under) expenditures	38,418	(221,894)	836	
Fund balances - beginning	<u>347,876</u>	<u>608,188</u>	<u>281,472</u>	
Fund balances - ending	<u>\$ 386,294</u>	<u>\$ 386,294</u>	<u>\$ 282,308</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2A (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 361,405	\$ 361,031	100%
Interest	-	2	-	N/A
Total revenues	<u>-</u>	<u>361,407</u>	<u>361,031</u>	100%
EXPENDITURES				
Debt service				
Principal	-	150,000	150,000	100%
Interest	-	211,406	211,406	100%
Total debt service	<u>-</u>	<u>361,406</u>	<u>361,406</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	-	1	(375)	
Fund balances - beginning	978	977	1,375	
Fund balances - ending	<u>\$ 978</u>	<u>\$ 978</u>	<u>\$ 1,000</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2B (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 374,690	\$ 421,056	89%
Assessment prepayments	75,058	750,575	-	N/A
Interest	2	50	-	N/A
Total revenues	<u>75,060</u>	<u>1,125,315</u>	<u>421,056</u>	267%
EXPENDITURES				
Debt service				
Principal	-	145,000	170,000	85%
Principal prepayment	-	890,000	-	N/A
Interest	-	219,828	236,156	93%
Total debt service	<u>-</u>	<u>1,254,828</u>	<u>406,156</u>	309%
Other fees & charges				
Property appraiser	-	9,986	6,579	152%
Tax collector	-	5,929	8,772	68%
Total other fees & charges	<u>-</u>	<u>15,915</u>	<u>15,351</u>	104%
Total expenditures	<u>-</u>	<u>1,270,743</u>	<u>421,507</u>	301%
Excess/(deficiency) of revenues over/(under) expenditures	75,060	(145,428)	(451)	
Fund balances - beginning	639,881	860,369	398,906	
Fund balances - ending	<u>\$ 714,941</u>	<u>\$ 714,941</u>	<u>\$ 398,455</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-3 (REFUNDED SERIES 2005)
FOR THE PERIOD ENDED AUGUST 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 592,299	\$ 592,300	100%
Total revenues	<u>-</u>	<u>592,299</u>	<u>592,300</u>	100%
EXPENDITURES				
Debt service				
Principal	-	205,000	205,000	100%
Interest	-	387,300	387,300	100%
Total debt service	<u>-</u>	<u>592,300</u>	<u>592,300</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	-	(1)	-	
Fund balances - beginning	-	1	465	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 465</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-4 (REFUNDED SERIES 2005)
FOR THE PERIOD ENDED AUGUST 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 623,899	\$ 623,900	100%
Total revenues	<u>-</u>	<u>623,899</u>	<u>623,900</u>	100%
EXPENDITURES				
Debt service				
Principal	-	215,000	215,000	100%
Interest	-	408,900	408,900	100%
Total debt service	<u>-</u>	<u>623,900</u>	<u>623,900</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	-	(1)	-	
Fund balances - beginning	-	1	2,672	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,672</u>	

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

11

DRAFT

**MINUTES OF MEETING
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held Multiple Public Hearings and a Regular Meeting on August 25, 2021 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

Philip Brougham	Chair
Robert Slater	Vice Chair
Joseph Badessa	Assistant Secretary
Joseph Schmitt	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Tony Pires	District Counsel
Terry Cole (via telephone)	District Engineer
Joe Parisi	Developer’s Counsel
Ron Albeit	Foundation General Manager
Richard Renaud	Supervisor of Safety
Todd Lux	Director of Facilities
Christina Kennedy	SOLitude Lake Management (SOLitude)
Frank Weinberg	Resident
Deborah Woods (via telephone)	Resident
Lori Elliot	Resident
Diana Moorhead	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Brougham called the meeting to order at 8:00 a.m. Supervisors Brougham, Slater, Badessa and Schmitt were present, in person. Supervisor Christensen was not present.

SECOND ORDER OF BUSINESS

Public Comments: Non-Agenda Items (3 minutes per speaker)

No members of the public spoke.

41 **THIRD ORDER OF BUSINESS**42 **Quality Control Lake Report – August,**
43 **2021: SOLitude Lake Management**

44 Ms. Kennedy presented the Quality Control Lake Report and highlighted the following:

45 ➤ Staff was getting a better handle on controlling weed growth and a significant impact on
46 the number of vines, near the golf course section known as Group C, was made.

47 ➤ A new chemical was being used to control alligator weed, which is as difficult to control
48 as torpedo grass.

49 ➤ Lakes 38A/B/C: Torpedo grass was removed and the plan was to hand pull the few
50 remaining willows.

51 ➤ Lakes 50 A/B: Treated and still needed to address water hyacinth at Lake 50A, off the
52 12th tee shoreline and via boat.

53 ➤ Lakes 78 and 79A: Torpedo grass and alligator weed treatments continue.

54 ➤ Sites previously marked as requiring inspection are re-inspected during the regular
55 scheduled site inspections.

56 In response to several questions, Ms. Kennedy explained the comment “rising water
57 levels help” was because it drowns certain weeds that typically grow in the dry season. The
58 vegetation at Lake 43B was deemed appropriate, as it is a partial wetland lake.

59

60 **FOURTH ORDER OF BUSINESS**61 **Health, Safety and Environment Report**

62 Mr. Slater asked for the gate access instructions and the PowerPoint presentation
63 regarding 911 instructions to be revised to include “contacting Community Patrol”, once 911 is
64 contacted.

65 Mr. Renaud reviewed the PowerPoint pertaining to safety and monthly gate activity,
66 occupancy and incident statistics. He, Mr. Lux and Mr. Parisi responded to questions, as follows:

67 ➤ Garage Door Violation Process: Notices are placed on the door because violations are
68 typically identified in the middle of the night.

69 ➤ Sidewalk Cleaning on Fiddlers’ Creek Parkway: Work started 1½ weeks ago and was at
70 the point of the gatehouse; work on the Parkway was expected to begin next month.

71 ➤ Purchase of Second Pressure Washing Machine. Contract was received yesterday and it
72 was expected to be executed today.

73

74 **FIFTH ORDER OF BUSINESS**

Developer's Report

75

76 Mr. Parisi reported the following:

77 ➤ Publix: Still working with the Publix representatives to finalize the gate access details. As
78 Publix is set to open tomorrow, he hoped to have the project completed within 1½ months.

79 Mr. Pires distributed an excerpt of the Staff Report, for informational purposes,
80 regarding tomorrow's examiner hearing mediation that would allow a second sign on Sandpiper
81 Drive to be installed.

82 ➤ Final approval for the gate was pending. The County has one year to release the
83 maintenance bond on that property.

84 ➤ Fence and landscaping materials were being purchased to fill in the opening from the
85 pump house in Aviamar to the entrance of the gate.

86 ➤ Construction traffic was being reinforced away from Sandpiper Drive and Cherry Oaks
87 Lane.

88 Mr. Parisi was asked to send the Certificate of Completion documents for the
89 guardhouses to Mr. Adams to add to the CDD's insurance policy; other documents were
90 pending.

91

92 **SIXTH ORDER OF BUSINESS**

Engineer's Report: *Hole Montes, Inc.*

93

94 Mr. Cole reported the following:

95 ➤ Mahogany Bend Force Main Project: The County awarded the project to Quality
96 Enterprises USA. Materials were being ordered but the project would not start for another two
97 months. Staff and residents would be notified in advance of any road closures.

98 ➤ Sidewalk repairs along Championship Drive were completed.

99 ➤ The internal Team was reviewing the draft petitions to revise the CDD boundary and
100 working towards submitting the petition for CDDs #1 and #2 to the State and County,
101 respectively.

102 Mr. Pires noted that the petitions must be presented to the Boards before filing them.

103 Mr. Parisi stated he would contact his team to check on the status.

104 ➤ The shifted fence panels on Mulberry Lane will need to be lifted.

105 Mr. Schmitt observed utility markings along Championship Drive and asked if it was for
106 the initial design or cut. Discussion ensued whereby the County was on site doing prep work as
107 the project was not expected to start for a few months.

108 ▪ **Health, Safety and Environment Report**

109 **Discussion of this item continued.**

110 Mr. Lux reviewed the PowerPoint presentation pertaining to "Environment", which was
111 emailed yesterday. He noted the schedules for trimming the high palms and coconut palms and
112 confirmed that the items pressure washed included the sidewalks and curbs.

113

114 **SEVENTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2021/2022 Budget**

115

116

117 Mr. Brougham explained the purpose of the Mailed Notice to dispel the rumor and
118 misunderstanding going around the community about the "Imposing a Special Assessment"
119 wording in the Notice. The assessment increase is to cover the CDD's operation and
120 maintenance (O&M) expenses, which would increase for Fiscal Year 2022.

121 Mr. Brougham stated that each traffic signal expense is shared 50/50 with CDD #2; this
122 was an estimated amount and it was approved through an Agreement five years ago. He
123 believed that another contributor is 7-Eleven. Mr. Parisi stated he was scheduling a conference
124 call with Counsel for Halverson to discuss releasing the \$200,000 to go towards costs. Mr. Cole
125 was asked to email information to the Board because Mr. Adams' understanding for CDD #2 of
126 how funds would be dispersed differed from CDD #1. Mr. Pires recalled Mr. Cole discussing this
127 matter in detail several meetings ago.

128 Mr. Brougham and other Board Members discussed their frustration in finding out that
129 the same algorithm used for the traffic signal at the 951 main entrance did not apply to the
130 upcoming signal project or similar ones in the future and Mr. Pires' suggestion to consult
131 outside counsel to resolve this, as he represents both CDDs. Discussion ensued regarding

132 Halverson owning the Publix property, maintenance, Planning Commission meeting
133 presentations being available, occupancy of each CDD and determining the amount in dispute.

134 Mr. Parisi stated he would review the relevant documents and present them at the next
135 meeting. Mr. Parisi, Mr. Cole, Mr. Pires and Mr. Adams were asked to work on a concise
136 briefing of what needs to be resolved and include all pertinent Agreements to present at the
137 next meeting.

138 Resident Lori Elliot asked if the assessment amount in the Mailed Notice for both CDDs
139 was the same. She felt that the reason for homeowner confusion was justified due to the
140 discussion about the traffic signal. Mr. Brougham replied no and explained that the O&M
141 expenses are different for each CDD; residents mistakenly thought the assessment was to pay
142 for the traffic signal, which is not the case. Discussion ensued between several residents and
143 the Board regarding how to clarify certain information for homeowners, homeowners receiving
144 information from social media, differences between the CDDs and CDD minutes being available
145 for review. Mr. Brougham responded to resident questions regarding when minutes are posted.
146 He clarified that two separate issues were being discussed.

147 **A. Proof/Affidavit of Publication**

148 The proof of publication was provided for informational purposes.

149 **B. Consideration of Resolution 2021-07, Relating to the Annual Appropriations and**
150 **Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending**
151 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**
152 **Date**

153 Mr. Brougham presented Resolution 2021-07.

154 **Mr. Brougham opened the Public Hearing.**

155 No members of the public spoke.

156 Mr. Brougham stated that the proposed budget deliberation process begins in June each
157 year and continues up to the public hearing to adopt the annual budget.

158 **Mr. Brougham closed the Public Hearing.**

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On MOTION by Mr. Schmitt and seconded by Mr. Badessa, with all in favor, Resolution 2021-07, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Public Hearing to Hearing Comments and Objections on the Imposition of Special Assessments for Operations and Maintenance for Fiscal Year 2021/2022, Pursuant to Florida law

A. Proof/Affidavit of Publication

The affidavit of publication was provided for informational purposes.

B. Mailed Notice(s)

A copy of the Mailed Notice was included for informational purposes.

C. Consideration of Resolution 2021-08, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

The Public Hearing was opened.

No members of the public spoke.

The Public Hearing was closed.

Mr. Brougham presented Resolution 2021-08.

On MOTION by Mr. Schmitt and seconded by Mr. Slater, with all in favor, Resolution 2021-08, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

195 **NINTH ORDER OF BUSINESS**196 **Discussion: Adamczyk Law Firm, PLLC, July**
197 **22, 2021 Letter Regarding Championship**
198 **Drive Maintenance Obligations**

199 Mr. Pires stated that, after discussions with Staff and Mr. Parisi about this matter, the
200 recommendation was to prepare a response conveying that the CDD believes entering into an
201 agreement is unnecessary; and, instead recommended that all parties approach Collier County
202 about having ownership of that stretch of Championship Drive.

203 Mr. Slater referred to the Deltona settlement and suggested that Mr. Pires dispute the
204 claim. Mr. Parisi recalled that the Developer received a similar request a few years ago and it
205 made sense for the County to maintain the road. Discussion ensued regarding rezoning at
206 Copper Cove and bringing the road up to the County's standard that were set at the time it was
207 built. Mr. Pires was asked to copy the County Commissioner on the letter.

208

209 **On MOTION by Mr. Schmitt and seconded by Mr. Badessa, with all in favor,**
210 **authorizing Mr. Pires to work with involved parties to prepare a response letter**
211 **to Mr. Adamczyk, to pursue an alternative approach whereby the County**
212 **would take over the road, and for the Chair to review, was approved.**

213

214

215 **TENTH ORDER OF BUSINESS**216 **Acceptance of Unaudited Financial**
217 **Statements as of July 31, 2021**

218

219 Mr. Brougham presented the Unaudited Financial Statements as of July 31, 2021. The
220 financials were accepted.

221

222 **ELEVENTH ORDER OF BUSINESS**223 **Approval of July 28, 2021 Regular**
224 **Meeting Minutes**

225

226 Mr. Brougham presented the July 28, 2021 Regular Meeting Minutes.

227 Mr. Pires referred to Line 47 regarding invasive crested floating heart coming into the
228 District's flow way and the County's Watershed Improvement Program (CWIP). He
229 recommended putting the County on notice.

230 The following change was made:

229 Line 83: Change "A Board Member" to "Mr. Schmitt"

230

231

On MOTION by Mr. Schmitt and seconded by Mr. Badessa, with all in favor, the July 28, 2021 Regular Meeting Minutes, as amended, were approved.

232

233

234

235 **TWELFTH ORDER OF BUSINESS**

Action/Agenda or Completed Items

236

237 The following items were discussed:

238 ➤ Federal Emergency Management Agency (FEMA) Update: Mr. Adams was working on
239 scheduling a conference call for next week with the firm working on behalf of FEMA. Updates
240 will be provided.

241 ➤ Item 16: Addressing landscape issues was underway. The sabal palm on Championship
242 Drive was not being replaced. Delays were due to limited supply. It was still necessary to fill
243 and sod to complete the gate installation project on Championship Drive and Mulberry.

244 Items 13, 15 and 17 were completed.

245

246 **THIRTEENTH ORDER OF BUSINESS**

Staff Reports

247

248 **A. District Counsel: *Woodward, Pires and Lombardo, P.A.***

249 In response to Mr. Pires' recommendation, the Board agreed for Mr. Adams and Mr.
250 Cole to prepare standard instructions for homeowners that will be used as an Exhibit to the
251 Encroachment Agreement to address violations.

252 **B. District Manager: *Wrathell, Hunt and Associates, LLC***

253 • **NEXT MEETING DATE: September 22, 2021 at 8:00 A.M.**

254 ○ **QUORUM CHECK**

255 The next meeting would be held on September 22, 2021.

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

257 The Operations and Financial Highlights Reports were provided for informational
258 purposes and distributed during the meeting.

259

260

261 **FOURTEENTH ORDER OF BUSINESS** **Supervisors' Requests**

262
263 Mr. Brougham wished Supervisor Christensen well. He apologized about the heated
264 discussions and noted it is difficult to explain the differences between the CDD assessments and
265 HOA fees to homeowners.

266

267 **FIFTEENTH ORDER OF BUSINESS** **Public Comments**

268
269 There were no public comments.

270

271 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**

272
273 There being nothing further to discuss, the meeting adjourned at 9:19 a.m.

274

275

276 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

277
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Secretary/Assistant Secretary

Chair/Vice Chair

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

12

FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.27.18	ACTION	Per Mr. Brougham, Ms. Lord to request that the District receive a status report on its boundary legal bills. As of 10.24.18 , Mr. Pires working with Ms. Lord to resolve a few items. As of 12.09.20 , Mr. Pires to speak with Mr. Parisi regarding reimbursement of District legal costs. 05.26.21 Mr. Pires to pursue settlement offer and discuss with Mr. Parisi.	X			
2	08.26.20	ACTION	Mr. Adams to draft FEMA request and send to Congressmen/women, Senators and Representatives as appropriate. 08.25.21 Scheduling conference call for next week; updates to follow.	X	X		
3	09.23.20	ACTION	Mr. Cole to prepare a memo memorializing the rainfall events related to Tropical Storm Sally.	X			
4	05.26.21	ACTION	Mr. Cole to send Mr. Frechette the paving project schedule to e-blast to residents and ensure that the contractor cleans debris up off Fiddler's Creek Parkway onto Montreux Lane.	X			
5	05.26.21	ACTION	Mrs. Adams to speak with LandCare regarding parking trucks safely.	X	X		
6	05.26.21	ACTION	Mr. Pires to forward Mr. Brougham the other five Encroachment Agreements to execute.	X			
7	05.26.21	ACTION	Mr. Adams to have Accounting remove the revenue-miscellaneous \$15,000 line item from future financial statements and the proposed Fiscal Year 2022 budget.	X	X		
8	05.26.21	ACTION	Mr. Pires to request a copy of the County's presentation showing there would be no adverse impacts to Fiddler's Creek water quality or staging of flood levels, to forward to the Board.	X			
9	05.26.21	ACTION	Mrs. Adams to review the CDD's contract with The Foundation to determine if cleaning the pavers was included in the contract.	X	X		
10	06.23.21	ACTION	Mr. Adams to have Accounting remove references to "access control" and applicable figures from Page 5 of the Fiscal Year 2022 budget.	X	X		
11	06.23.21	ACTION	Mr. Parisi to email copies of gatehouse documents to Mr. Adams. 08.25.21 Send Certificate of Completion documents to Mr. Adams to add to the CDD's insurance policy; other documents pending.	X			
12	06.23.21	ACTION	Mr. Adams to ask Accounting Dept for the reason for the significant monthly increase in "Due from CDD #2".	X			
13	07.28.21	ACTION	Mr. Cole to ensure residents are notified of road closures for Mahogany Bend force main project expected to start in two to three months.	X			

FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
14	07.28.21	ACTION	Staff to address a leaning, dead sabal palm tree on Championship Drive, a dead coconut palm on Runaway Lane and a large, dead royal palm on Fiddler's Creek Parkway that will require replacement. 08.25.21 Underway; delays were due to limited supply.	X			
15	08.25.21	ACTION	Mr. Renaud to revise gate access instructions to homeowners and PowerPoint presentation regarding 911 instructions to include "contacting Community Patrol", once 911 is contacted.	X			
16	08.25.21	ACTION	Staff to present CDD #1 and CDD #2 boundary revisions to the Board for approval before they are submitted the State and County.	X			
17	08.25.21	ACTION	Mr. Cole to email the Board the information regarding the traffic signal that he presented at a prior meeting.	X			
18	08.25.21	ACTION/ AGENDA	Mr. Adams, Mr. Parisi, Mr. Cole and Mr. Pires prepare a concise briefing regarding what is needed to resolve the traffic signal funding dispute between CDD #1 and CDD #2 and present the Agreements and pertinent information at the next meeting.	X			
19	08.25.21	ACTION	Mr. Pires to work with the involved parties to prepare a response letter to the Adamczyk Law Firm July 22, 2201 letter regarding the Championship Drive issue and pursue an alternative approach whereby the County would take over the road and copy County Commissioner.	X			
20	08.25.21	ACTION	Mr. Adams and Mr. Cole to prepare standard instructions to the homeowners about how to address encroachment violations.	X			

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1**

13B

FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 27, 2021	Regular Meeting	8:00 AM
December 8, 2021*	Regular Meeting	8:00 AM
January 26, 2022	Regular Meeting	8:00 AM
February 23, 2022	Regular Meeting	8:00 AM
March 23, 2022	Regular Meeting	8:00 AM
April 27, 2022	Regular Meeting	8:00 AM
May 25, 2022	Regular Meeting	8:00 AM
June 22, 2022	Regular Meeting	8:00 AM
July 27, 2022	Regular Meeting	8:00 AM
August 24, 2022	Public Hearing & Regular Meeting	8:00 AM
September 28, 2022	Regular Meeting	8:00 AM

***Exceptions**

December meeting date is two weeks earlier to accommodate Christmas Holiday

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1**

13C



Wrathell, Hunt and Associates, LLC

TO: Fiddlers Creek CDD #1 Board of Supervisors

FROM: Cleo Adams – Assistant District Manager

DATE: September 22, 2021

SUBJECT: Monthly Status Report – Field Operations

October Board meeting: The October 27th Board meeting will be held at the Rookery Club located at 3433 Club Center Drive. Due to the meeting room capacity of ten people, Staff will be holding via zoom, for outside participants.

Note: Meeting rooms closed at The Foundation for renovations during the months of October and November.

Landscape Updates:

Flowers: August install – Redhead & Defiance Coleus.

Note: Annual Flower Program: Aug/Nov/Feb/May (\$48K).

Fall: November install to include Red & White SunPatiens.

Palm Replacements: As discussed at July and August meetings, there were three Palms identified that require replacement to include One Coconut Palm located on Runaway Lane, One Royal Palm on the Parkway adjacent to Cascada and One Sable Palm located on Championship Drive will be removed but not replaced. All had bud rot. Total cost to replace \$7,525.00. At the time of this report, Staff does not have a schedule date.

Palm Pruning: As discussed at the August meeting, Tod Lux, with The Foundation indicated that the Palm Pruning projects were underway, with all Coconut Palms being pruned during the month of September.

Irrigation Gate Valve: It was brought to Staff's attention on August 13th that the gate valve located @ Bent Creek adjacent to Championship Drive requires replacement. Aqua-Matic dug up the 6" valve however the water table was too high and the chance of losing part of the road from excavation was too high of a risk. It was recommended to wait until dry season to replace the gate valve.

Mosquito Control: This exercise will continue on a week program each Friday through the month of September. As previously indicated, Staff notified the County and left a detailed voice message however never received a return call.

Holiday Lighting Program: Contract has been executed with installation of tree lighting to commence in October. 50% deposit of \$8,250.00 due 1st week of October.

Marsh Cove Bridge: The decorative bridge in Marsh Cove requires stonework. Cost is \$8,300.00 to be completed by Falcon Contractors in the February/March 2022 time frame once lake waters have receded.

Irrigation Pump Stations:

Pump House Roofs: As previously discussed, roofs to each pump station require repairs. Staff has provided all proposals to our District Engineer to take the lead on these projects. No additional updates at this time.

Street Signage: As discussed at last month's meeting, Lykins Sign-Tech has been provided with several locations: Club Center/Parkway – "3-way" signage faded; Club Center heading towards Cherry Oaks channel post in place with no sign.