

# **FIDDLER'S CREEK**

**COMMUNITY DEVELOPMENT**

**DISTRICT #1**

**December 13, 2023**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

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

**AGENDA  
LETTER**

# 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

December 6, 2023

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 December 13, 2023 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 – Premier Lakes, Inc. (*Alex Kurth*)
4. Discussion/Update: Litigation with CDD #2 Regarding Traffic Signal Cost Sharing
5. Consideration of Resolution 2024-01, Concerning the Conveyance of Certain Land Described Herein, Deemed Unnecessary to Be Owned in Fee Simple for District Public Purposes; Determining that Disposal of Fee Simple Title in Said Land in Exchange for a Platted Dedicated Drainage Easement (With Responsibility for Maintenance) and Maintenance Easement (Without Responsibility for Maintenance) is in the Best Interest of the Public and the District; Authorizing the Conveyance of the Land Described Herein and the Acceptance of the Replacement Platted Dedicated Drainage Easement (With Responsibility for Maintenance) and Maintenance Easement (Without Responsibility for Maintenance); Authorizing Certain Officers of the District to Take all Actions Required and to Execute and Deliver all Documents, Instruments and Certificates Necessary in Connection with the Conveyance of the Land Described Herein and the Acceptance of the Replacement Platted Dedicated Drainage Easement (With Responsibility for Maintenance) and Maintenance Easement (Without Responsibility for Maintenance); all Subject to an Opinion of Bond Counsel for the District that such Transaction is Not Prohibited by the District's Special Assessment Revenue Bonds, Series 2014-1 (and Associated Documents); Authorizing the Vice Chairman and Assistant Secretaries to Act in the Stead of the Chairman or the Secretary, as the Case May Be; Authorizing Certain Officers of the District to Take all Actions and Enter into all Agreements Required in Connection With the Conveyance of the Land Described Herein; and Providing an Effective Date

- A. Affidavit of W. Terry Cole
  - B. Consideration of Exchange Agreement
  - C. Memorandum Regarding Transfer Property to FCC Hidden Cove, LLC in Exchange for Platted Easements in Favor of the District
  - D. Consideration of Hidden Cove Plat
6. Health, Safety and Environment Reports
    - A. Irrigation and Pressure Cleaning Efforts
    - B. Security and Safety Update
  7. Developer's Report
  8. Engineer's Report: *Hole Montes, a Bowman Company*
  9. Continued Discussion: Fiddler's Creek Foundation, Inc. Satellite Report [Irrigation Maintenance Agreement]
  10. Consideration of Proposals for Runaway Bridge Project
    - A. Florida Painters
    - B. Mike Carroll Services, LLC
  11. Discussion: Sophistico Floors Corp, D/B/A Sophistico Construction Proposal and Draft Contract Regarding Irrigation Pump House #2 Roof Replacement
  12. Acceptance of Unaudited Financial Statements as of October 31, 2023
    - Breakdown
  13. Approval of October 25, 2023 Regular Meeting Minutes
  14. Action/Agenda or Completed Items
  15. Staff Reports
    - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
    - B. District Manager: *Wrathell, Hunt and Associates, LLC*
      - NEXT MEETING DATE: January 24, 2024 at 8:00 AM

○ QUORUM CHECK

SEAT 1	JOSEPH BADESSA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	TORBEN CHRISTENSEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOSEPH SCHMITT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ROBERT SLATER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	FRANK WEINBERG	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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

- 16. Supervisors' Requests
- 17. Public Comments
- 18. 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 December 2023 Quality Control Lake Report

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
1	Inspected				
2	Inspected				
3	Inspected				
4	Treated	Shoreline Grasses & Broadleaf Weeds	11/2/2023		
4A	Treated	Shoreline Grasses & Broadleaf Weeds	11/2/2023		
5	Treated	Shoreline Grasses & Broadleaf Weeds	11/2/2023		
6	Treated	Shoreline Grasses & Broadleaf Weeds	11/2/2023		
7	Treated	Shoreline Grasses & Broadleaf Weeds	11/2/2023		
7A	Treated	Shoreline Grasses & Broadleaf Weeds	11/2/2023		
8	Inspected				
9	Inspected				
10	Treated	Shoreline Grasses & Broadleaf Weeds, Algae	11/2/2023, 11/30/2023		
15	Inspected				
16	Inspected				
17	Inspected				
18	Inspected				
21	Inspected				
22	Inspected				
30	Inspected				
34	Treated	Shoreline Grasses & Broadleaf Weeds	10/19/2023, 11/30/2023		

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
34A	Treated	Shoreline Grasses & Broadleaf Weeds	10/19/2023, 11/23/2023, 11/30/2023		
34B	Treated	Shoreline Grasses & Broadleaf Weeds	10/19/2023, 11/30/2023		
35	Treated	Shoreline Grasses & Broadleaf Weeds	11/30/2023		
36	Treated	Shoreline Grasses & Broadleaf Weeds	10/26/2023		
37A/B	Inspected				
38A/B/C	Treated	Shoreline Grasses & Broadleaf Weeds	10/19/2023, 10/26/2023, 11/09/2023		
39A/B	Treated	Shoreline Grasses & Broadleaf Weeds	10/26/2023, 11/09/2023		
40A/B	Treated	Shoreline Grasses & Broadleaf Weeds, Algae	10/26/2023, 11/09/2023		
41A1/A	Treated	Shoreline Grasses & Broadleaf Weeds, Algae	11/09/23		
41B1/B2/C	Treated	Shoreline Grasses & Broadleaf Weeds, Algae	10/26/2023, 11/09/2023, 11/23/2023		
42A/B	Treated	Shoreline Grasses & Broadleaf Weeds	10/26/2023, 11/23/2023		
43B	Treated	Shoreline Grasses & Broadleaf Weeds, Algae	11/09/23		
44	Treated	Shoreline Grasses & Broadleaf Weeds	11/09/23		
50A/B	Treated	Shoreline Grasses & Broadleaf Weeds	11/09/23		
70A/B	Inspected				
78A/B	Treated	Shoreline Grasses & Broadleaf Weeds	11/9/2023		



Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
79A	Treated	Shoreline Grasses & Broadleaf Weeds	11/9/2023		
95	Treated	Shoreline Grasses & Broadleaf Weeds	11/02/2023		
FC1	Treated	Water Lettuce	11/9/2023		
FC2	Treated	Water Lettuce & Cristata Lily	11/2/2023, 11/09/2023, 11/23/2023, 11/30/2023		
FC3	Treated	Water Lettuce	11/9/2023		
FC4	Treated	Water Lettuce	11/9/2023		
FC5	Treated	Water Lettuce	11/9/2023		
65A	Treated	Water Lettuce	11/9/2023		
65B	Treated	Water Lettuce	11/9/2023, 11/30/2023		
65C	Treated	Water Lettuce	11/9/2023, 11/30/2023		
65D	Treated	Water Lettuce	11/9/2023, 11/30/2023		
65E1	Treated	Water Lettuce	11/9/2023, 11/30/2023		
65F	Treated	Water Lettuce	11/9/2023, 11/30/2023		
Marco Shores	Treated	Shoreline Grasses & Broadleaf Weeds	10/26/2023		
Cardinal Cove	Treated	Shoreline Grasses & Broadleaf Weeds	11/30/2023		
GC Hole 13	Treated	Shoreline Grasses & Broadleaf Weeds	11/30/2023		

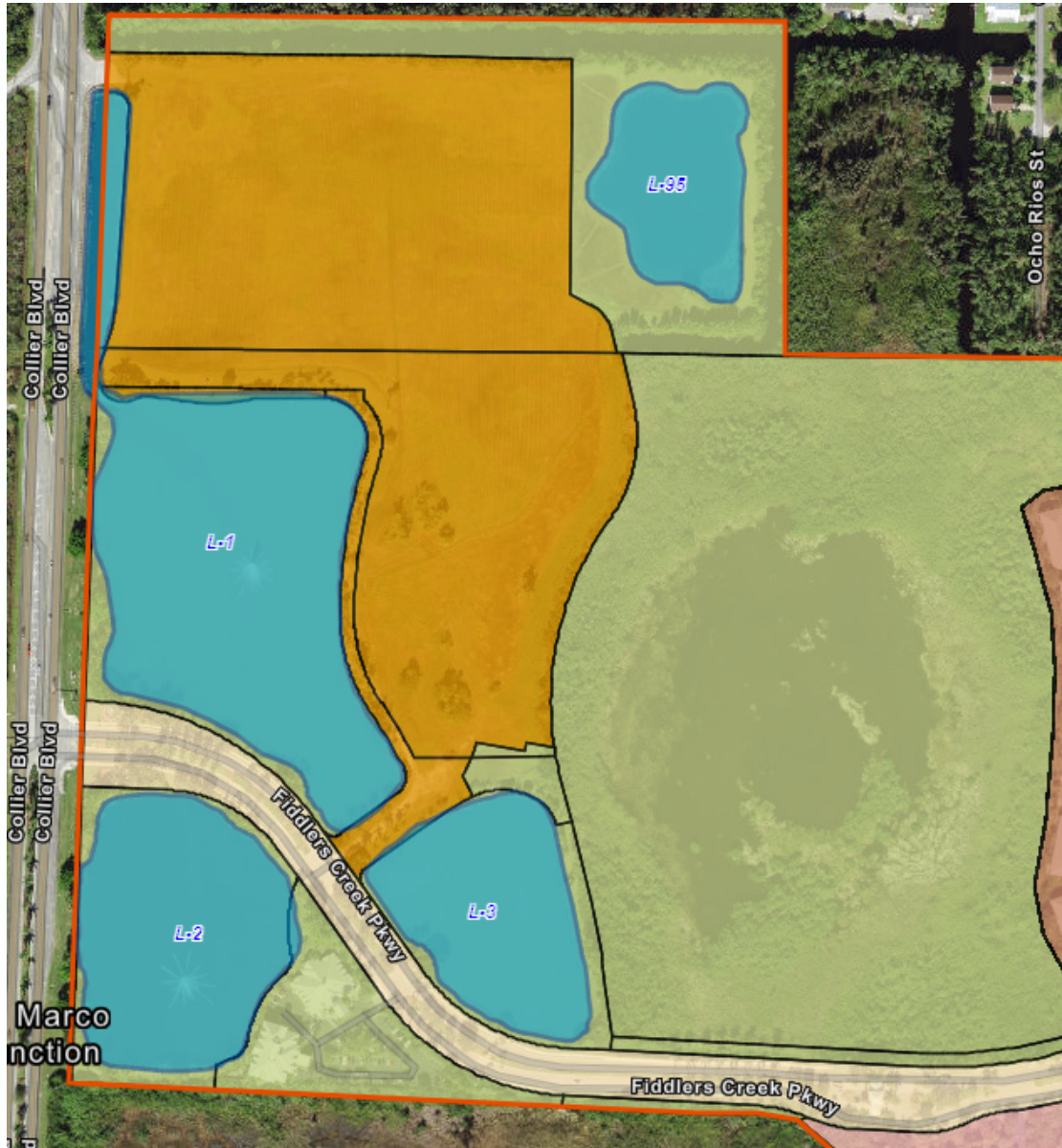
## **Fiddler's Creek CDD #1 Monthly Summary & Next Steps**

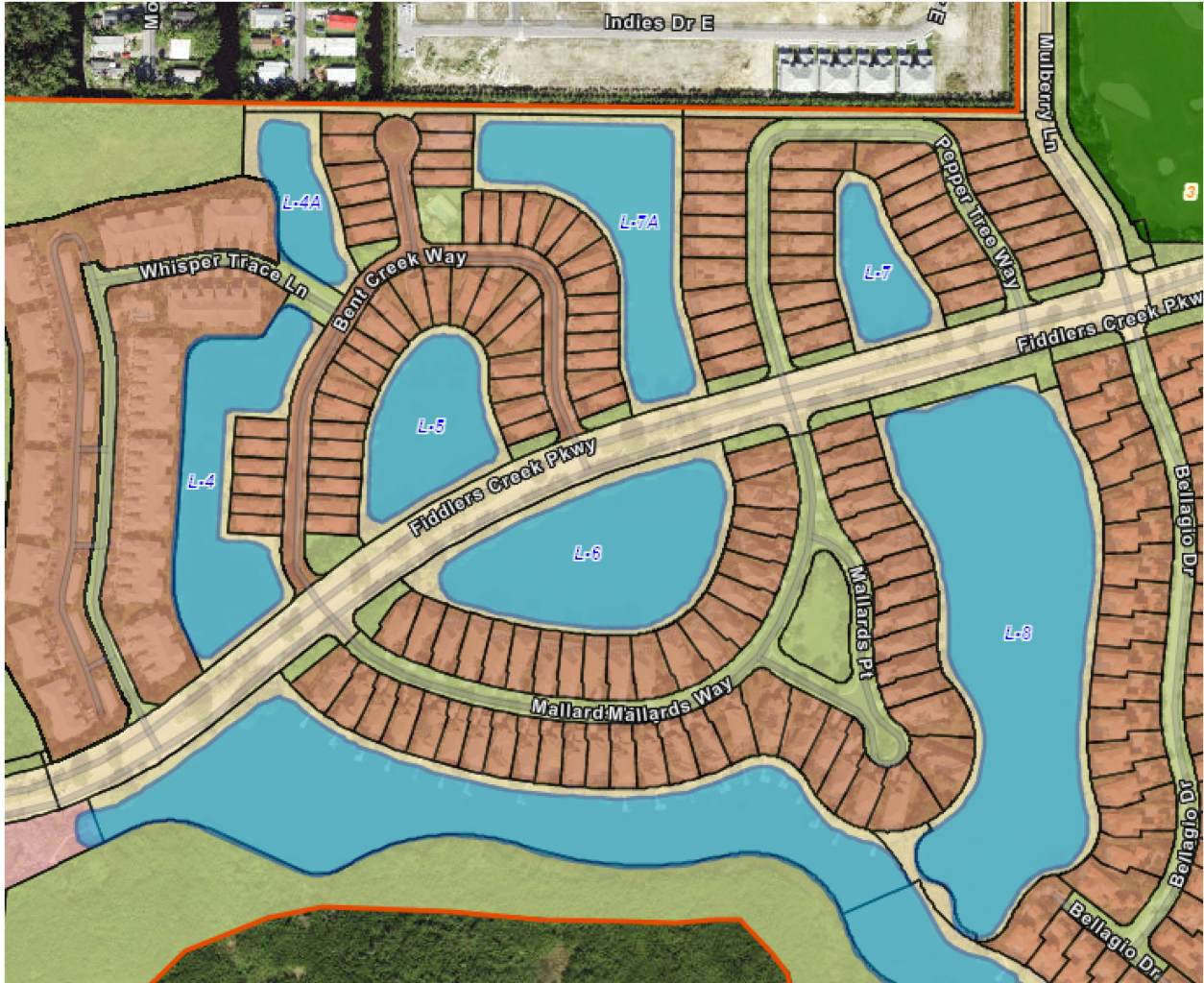
As we enter the winter months and bring 2023 to a close, we are pleased to report significant improvements throughout CDD #1. Overall, the amount of shoreline and broadleaf weeds is minimal. Algae, floating weeds such as cristata lily and water lettuce, and submersed weed treatments have all been successful. Littoral plants have significantly increased since the beginning of the year, with new plants continuing to propagate.

Over the coming months, we will continue fine-tuning the lakes to be in the best possible shape before the spring and summer growing seasons.

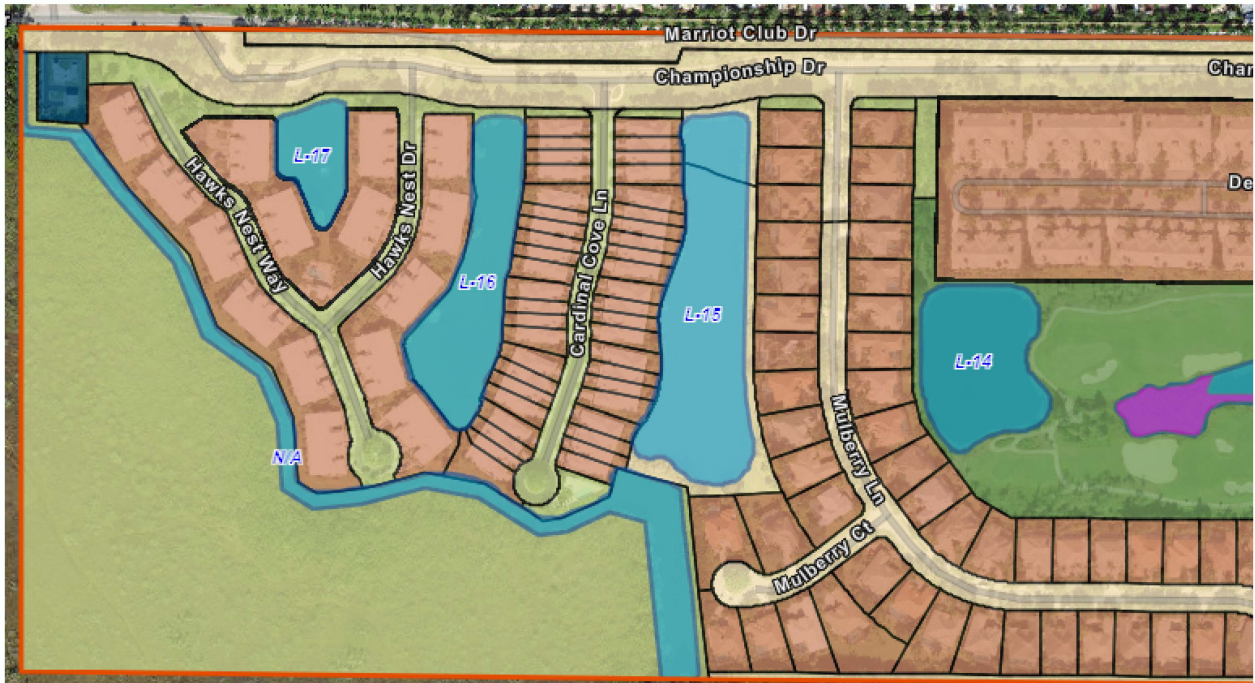


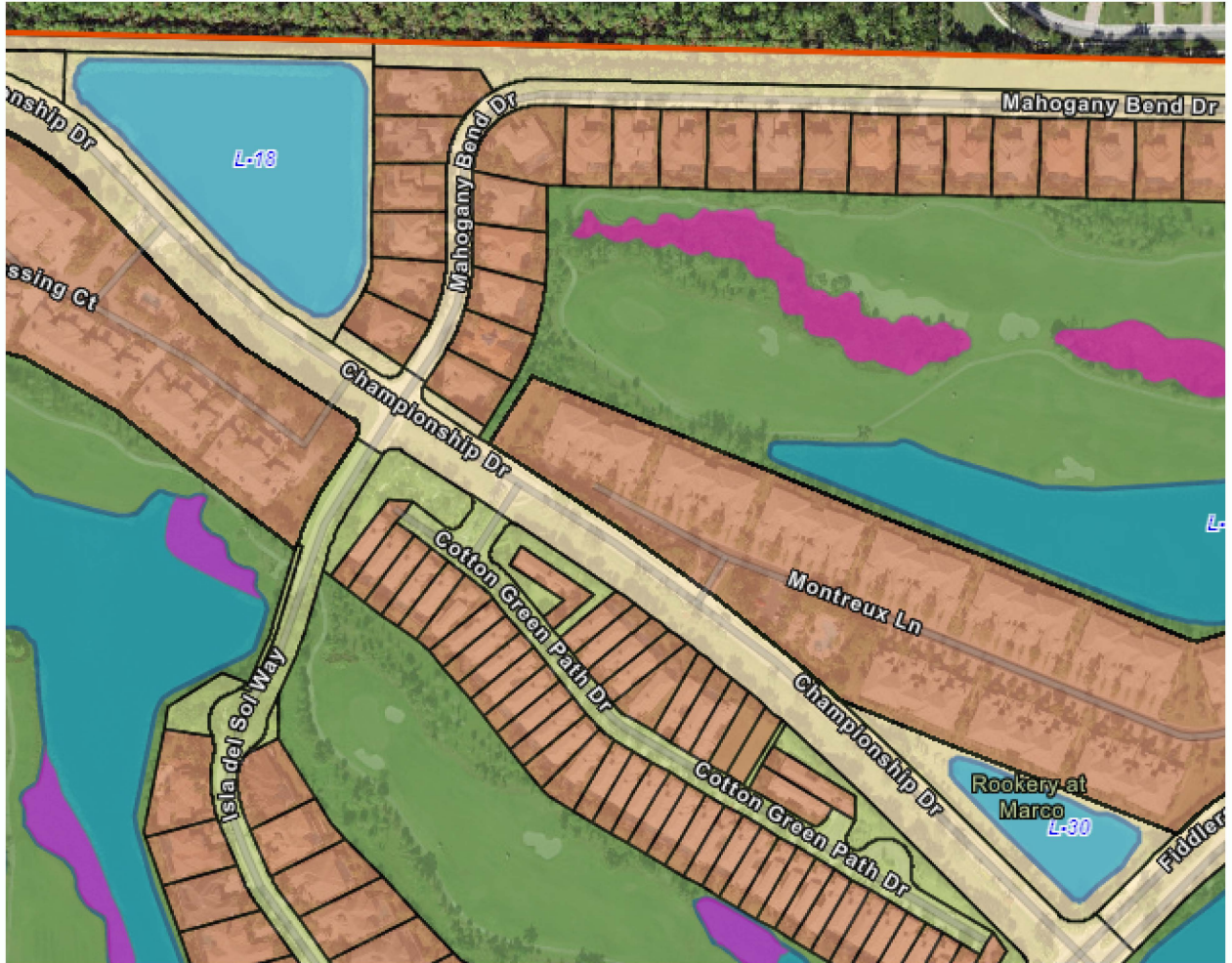
# Fiddler's Creek CDD #1 Site Maps

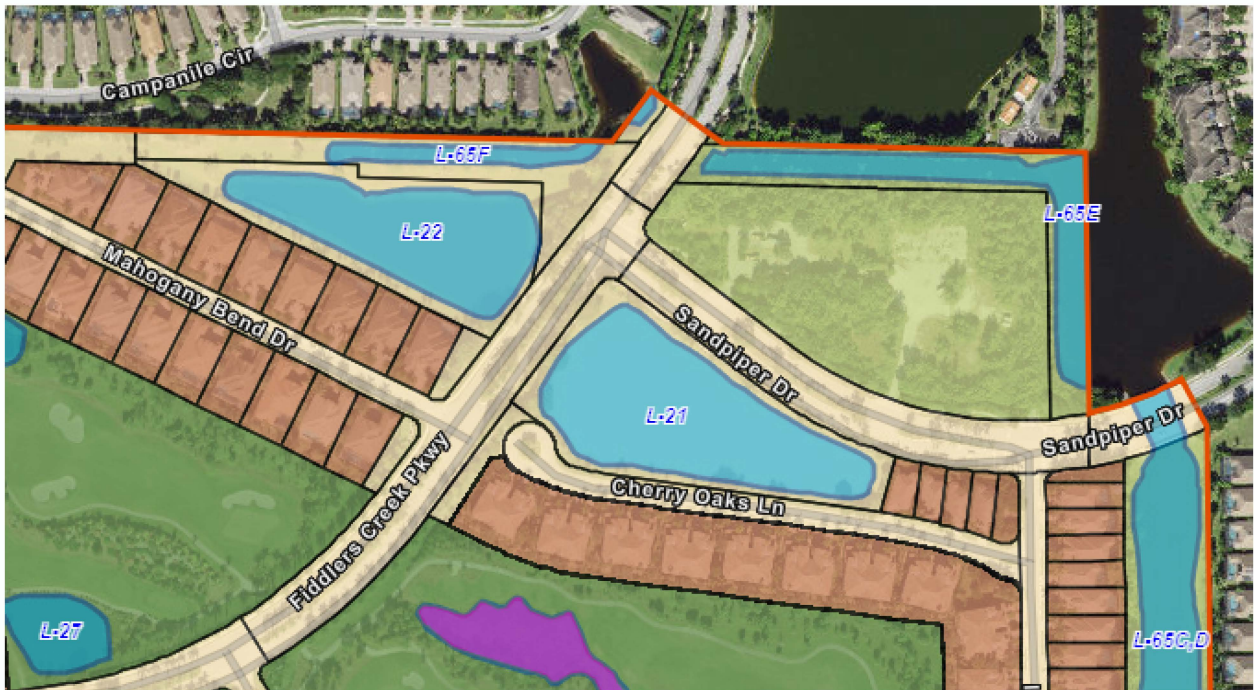
















**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**5**

**RESOLUTION NO. 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS (THE "BOARD") OF THE FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 (THE "DISTRICT") CONCERNING THE CONVEYANCE OF CERTAIN LAND DESCRIBED HEREIN, DEEMED UNNECESSARY TO BE OWNED IN FEE SIMPLE FOR DISTRICT PUBLIC PURPOSES; DETERMINING THAT DISPOSAL OF FEE SIMPLE TITLE IN SAID LAND IN EXCHANGE FOR A PLATTED DEDICATED DRAINAGE EASEMENT (WITH RESPONSIBILITY FOR MAINTENANCE) AND MAINTENANCE EASEMENT (WITHOUT RESPONSIBILITY FOR MAINTENANCE) IS IN THE BEST INTEREST OF THE PUBLIC AND THE DISTRICT; AUTHORIZING THE CONVEYANCE OF THE LAND DESCRIBED HEREIN AND THE ACCEPTANCE OF THE REPLACEMENT PLATTED DEDICATED DRAINAGE EASEMENT (WITH RESPONSIBILITY FOR MAINTENANCE) AND MAINTENANCE EASEMENT (WITHOUT RESPONSIBILITY FOR MAINTENANCE); AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS REQUIRED AND TO EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE CONVEYANCE OF THE LAND DESCRIBED HEREIN AND THE ACCEPTANCE OF THE REPLACEMENT PLATTED DEDICATED DRAINAGE EASEMENT (WITH RESPONSIBILITY FOR MAINTENANCE) AND MAINTENANCE EASEMENT (WITHOUT RESPONSIBILITY FOR MAINTENANCE); ALL SUBJECT TO AN OPINION OF BOND COUNSEL FOR THE DISTRICT THAT SUCH TRANSACTION IS NOT PROHIBITED BY THE DISTRICT'S SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2014-1 (AND ASSOCIATED DOCUMENTS); AUTHORIZING THE VICE CHAIRMAN AND ASSISTANT SECRETARIES TO ACT IN THE STEAD OF THE CHAIRMAN OR THE SECRETARY, AS THE CASE MAY BE; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS AND ENTER INTO ALL AGREEMENTS REQUIRED IN CONNECTION WITH THE CONVEYANCE OF THE LAND DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, Section 190.011(1), Florida Statutes, lists in the general powers granted to the Fiddler's Creek Community Development District #1, the general powers to dispose of real and personal property, or any estate therein; and to make and execute contracts and other instruments necessary or convenient to the exercise of its powers; and

WHEREAS, the District finance the acquisition and construction of certain public improvements owned by CDD #1 (the "Project"); and,

WHEREAS, as part of the Project the District has previously acquired and taken title to the real property described on the attached **Exhibit "A"** (the "Property"), by virtue of the issuance of that certain Special Warranty Deed recorded at Official Records Book 5037, Page 3193, Public Records, Collier County, Florida; and,

WHEREAS, while the Property is part of the District's permitted stormwater management system, there is a twenty foot (20') strip of land on the Property, depicted and described in the attached **Exhibit "B"** (the "20' Strip"), that is needed and utilized by the District solely for the limited purposes of providing lake/floway/pond maintenance access to portions of the District's permitted stormwater management system; and, it is not necessary that the District retain fee simple ownership of said 20" Strip, if the District owns and possesses a platted dedicated Drainage Easement (with responsibility for responsibility for maintenance) and Maintenance Easement (without responsibility for responsibility) over said 20' Strip; and,

WHEREAS, if the District holds, owns and possesses a platted dedicated Drainage Easement (with responsibility for responsibility for maintenance) and Maintenance Easement (without responsibility for responsibility) over said 20' Strip, fee simple ownership of the 20' Strip is unnecessary for District public purposes, is not needed for present or future purposes or needs of the District, is not needed or serves no useful purpose in connection with the maintenance and operation of the Project; and is not needed for public purposes or District purposes; and,

WHEREAS, the Board of Supervisors has determined that the conveyance by the District of fee simple title to the 20' Strip in exchange for the dedication of a platted Drainage Easement (with responsibility for responsibility for maintenance) and Maintenance Easement (without responsibility for responsibility) in favor of the District over the 20' Strip, pursuant to and as depicted on the plat of Hidden Cove, (a copy of the plat of Hidden Cove being attached hereto as **Exhibit "C"** hereto) is for a valid public purpose, in the best interest of the District and the public and is for the benefit of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT, COLLIER COUNTY, FLORIDA THAT:**

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.
2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including but not limited to Chapter 190, Florida Statutes.

3. **FINDINGS:**

The Board of Supervisors hereby finds and determines as follows:

- a. the District has previously acquired and taken title to the real property described on the attached **Exhibit "A"** (the "Property"), by virtue of the Special Warranty Deed recorded at Official Records Book 5037, Page 3193, Public Records, Collier County, Florida, which in part consists of the 20' Strip.
- b. Other than its use as an accessway to access the adjacent District stormwater management system, the 20' Strip is otherwise vacant and unimproved.
- c. Since the time that the District acquired ownership of the Property and continuing to the present date, the District has not levied or imposed and is currently not levying, imposing or collecting any non ad valorem special assessments on the Property.
- d. As outlined in the Affidavit of W. Terry Cole, attached hereto as **Exhibit "D"**, if the District holds, owns and possesses a platted dedicated Drainage Easement (with responsibility for maintenance) and Maintenance Easement (without responsibility for maintenance) over said 20' Strip, fee simple ownership of the 20' Strip is unnecessary for District public purposes, is not needed for present or future purposes or needs of the District, and is not needed for public purposes or District purposes.
- e. The conveyance and disposal of the District's fee simple title in the 20' Strip to Hidden Cove, LLC., in exchange for the dedication to the District of a platted Drainage Easement (with responsibility for responsibility for maintenance) and Maintenance Easement (without responsibility for responsibility) in favor of the District over the 20' Strip, pursuant to and as depicted on the plat of Hidden Cove, pursuant to that **certain Agreement** (and associated addendum and amendments) with an effective date of \_\_\_\_, \_\_\_\_, 2023 (the "Agreement", a copy of which is attached hereto as **Exhibit "E"** hereto), is for a valid public purpose, is in the best interest of the District and is for the benefit of the District.
- f. Disposal of the fee simple ownership in the 20' Strip by the transfer and conveyance to Hidden Cove, LLC in exchange for the dedication to the District of a platted Drainage Easement (with responsibility for responsibility for maintenance) and Maintenance Easement (without responsibility for responsibility) District over the 20' Strip, pursuant to and as depicted on the plat of Hidden Cove, pursuant to the Agreement, is in the best interest of the public and the District.

- g. The transaction contemplated herein and in the Agreement is specifically conditioned upon subject to an opinion of bond counsel retained by the District that such transaction is not prohibited or restricted by the District's Special Assessment Revenue Bonds, Series 2014-1 (and associated documents, the "Series 2014-1 Bonds"); and, will not be adverse to the District under the terms and conditions of the Series 2014-1 Bonds.

4. **Approval of Form of Special Warranty Deed.** Attached hereto as **Exhibit "F"** is the form of proposed Special Warranty Deed in substantially final form, which is hereby authorized and approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest each such document and the Chairman is hereby authorized to deliver each such document.

5. **Other Actions And Authorizations.** The Chairman, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the closing of the transfer and conveyance of the 20' Strip pursuant to the Agreement and this Resolution, and the consummation of all transactions in connection therewith, including the execution of all statements, certificates, documents, papers, notices, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Agreement and this Resolution. The Vice Chairman is hereby authorized to act in the stead of the Chairman in any undertaking authorized or required of the Chairman hereunder, and in the absence of the Chairman and Vice Chairman, any other member of the District's Board of Supervisors is so authorized, and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

6. **Open Meetings.** It is hereby found and determined that all official acts of the Board of Supervisors of the District concerning and relating to the Agreement and the disposal of the fee simple ownership in the 20' Strip by the transfer and conveyance to Hidden Cove, LLC in exchange for the dedication to the District of a platted Drainage Easement (with responsibility for responsibility for maintenance) and Maintenance Easement (without responsibility for responsibility) over the 20' Strip, pursuant to and as depicted on the plat of Hidden Cove, pursuant to the Agreement, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirements of Section 286.011, Florida Statutes.

7. **Approval of Prior Actions.** All actions taken to date by the members of the Board concerning the Agreement and the transaction described herein and the Agreement are hereby approved, confirmed and ratified.

8. **Severability and Conflict.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision. All Sections or parts of Sections of any resolutions, agreements or actions of the Board of Supervisors in conflict with this Resolution 2024-XX are hereby repealed to the extent of such conflict.

9. **Effective Date.** This Resolution shall take effect immediately upon its adoption. This Resolution is adopted on December 13, 2023, at a duly noticed public meeting of the Board of Supervisors of the Fiddler's Creek Community Development District #1, which public meeting was duly held and properly noticed.

ATTEST: Fiddler's Creek Community Development District #1

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

Its: Secretary/Asst. Secretary

\_\_\_\_\_

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

Its: Chair/Vice Chair

DRAFT 12/13/23

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

**5A**



AFFIDAVIT OF W. TERRY COLE

I, W. TERRY COLE state as follows:

1. My name is W. Terry Cole. I am also known as and called Terry Cole.
2. I am a licensed Professional Engineer in the State of Florida, License #42347. I have been a licensed Professional Engineer in the State of Florida since January 5, 1990.
3. I am currently employed by Hole Montes, a BOWMAN Company, [formerly known as Hole Montes, Inc.], ("Hole Montes"), as a Professional Engineer. I have been in the employ of Hole Montes since September 12, 1989.
4. At the present time, and since 1996, Hole Montes, is and has been the District Engineer for the Fiddler's Creek Community Development District #1 [the "District"] and I have been the principal engineer assigned to the District.
5. I have worked on matters relating to the District infrastructure, i.e. roads, water management, etc., since its establishment in 1996, including but not limited to the preparation of Engineer's Reports as part of bond validation proceedings and the issuance by the District of bonds to finance the planning, construction and acquisition of District infrastructure In the District.
6. I have reviewed various files and materials of Hole Montes associated with the District and the Fiddler's Creek development in Collier County, Florida, in conjunction with all of the District bond issues, including but not limited to the District's Special Assessment Revenue Bonds, Series 2000B and the District's Special Assessment Revenue Bonds, Series 2014-1.
7. As part of the project financed by the District's Special Assessment Revenue Bonds, Series 2000B (the "Project"), the District financed the construction of a portion of the District's overall permitted stormwater management system (the "SWMS"). In my capacity as District Engineer, I prepared, certified and processed all of the requisitions ("Requisitions") for payment associated with the District's financing and acquisition of the Project as defined and described in the bond documents relating to the District's Special Assessment Revenue Bonds, Series 2000B and the District's Special Assessment Revenue Bonds, Series 2014-1.

8. Required easements for the District's overall permitted SWMS were dedicated to the District. In addition, without payment of any monies or funds to FCC Marsh, LLC, as compensation or consideration, FCC Marsh, LLC as Grantor and the developer of Fiddler's Creek, transferred to the District, fee simple title to the real property described on the attached **Exhibit "A"** (the "Property"), by virtue of the delivery of that certain Special Warranty Deed recorded at Official Records Book 5037, Page 3193, Public Records, Collier County, Florida. The Property is a part of the Project that was financed with bond proceeds. The water and wastewater facilities components of the Project were conveyed to Collier County. All of the SWMS and roadway improvements that were constructed/financed as part of the Project were acquired by, conveyed to and are owned/controlled by the District.

9. No monies or funds were included in any of the Requisitions as compensation or consideration to FCC Marsh, LLC for the delivery of that certain Special Warranty Deed recorded at Official Records Book 5037, Page 3193, Public Records, Collier County, Florida. No portions of the bond proceeds of the 2000B Bonds or 2014-1 Bonds were allocated to the acquisition of title to the 20' strip (defined in paragraph 10 below). A small, de minimis portion of the bond proceeds, were utilized to retain a small amount of excavated material (fill) within the 20' strip in order to form the necessary slope required by the Collier County and South Florida Water Management District permit and development order requirements.

10. While the Property is part of the District's permitted stormwater management system, there is a twenty foot (20') strip of land on the Property, depicted and described in the attached **Exhibit "B"** (the "20' Strip"), that is needed and utilized by the District solely for the limited purposes of providing lake/floway/pond maintenance access to portions of the District's permitted stormwater management system; and, it is not necessary that the District retain fee simple ownership of said 20" Strip, as long as the District owns and possesses a platted dedicated Drainage Easement (with responsibility for maintenance) and Maintenance Easement (without responsibility for

maintenance) over said 20' Strip. Other than its use as an accessway to access the adjacent District stormwater management system, the 20' Strip is otherwise vacant and unimproved

11. If the District holds, owns and possesses a platted dedicated Drainage Easement (with responsibility for maintenance) and Maintenance Easement (without responsibility for maintenance) over said 20' Strip, fee simple ownership of the 20' Strip is unnecessary for District public purposes, is not needed for present or future purposes or needs of the District, is not needed or serves no useful purpose in connection with the maintenance and operation of the Project; and is not needed for public purposes or District purposes.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
W. TERRY COLE

**STATE OF FLORIDA  
COUNTY OF COLLIER**

Sworn to (or affirmed) and subscribed before me by means of  physical presence or online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, by W. Terry Cole who is  personally known OR  produced identification, type of identification produced \_\_\_\_\_.

(SEAL)

DRAFT 12.5.23

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

WITNESSETH:

\_\_\_\_\_  
Witness

\_\_\_\_\_

(Type/Print Name of Witness)

---

Witness

---

(Type/Print Name of Witness)

DRAFT 12.5.23

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

**5C**

**WOODWARD, PIRES & LOMBARDO, P.A.**  
3200 Tamiami Trail North, Suite 200  
Naples, Florida 34103  
(239) 649-6555, (Fax) (239) 649-7342

**MEMORANDUM**

**TO:** Fiddler's Creek CDD#1

**FROM:** Mark J. Woodward, Esq.

**DATE:** August 22, 2023

**RE:** Transfer Property to FCC Hidden Cove, LLC in Exchange for Platted Easements in Favor of the District

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OBJECTIVES

The Developer of Hidden Cove, FCC Hidden Cove, LLC has requested the transfer of property owned by District #1 bordering the new Hidden Cove development, in exchange for platted easements of Hidden Cove. The easements identified on the plat running along 20 feet adjacent to the southern border of Hidden Cove include: Drainage Easements (with responsibility for maintenance), Irrigation Easements (with responsibility for maintenance) and Maintenance Easements (without responsibility for maintenance).

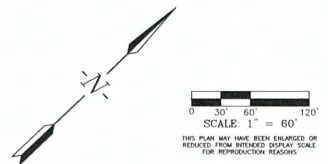
DOCUMENTS PROVIDED

Attached documents include:

1. Colored sketch of Hidden Cove with the yellow area depicting the CDD#1 property;
2. Collier County Property Appraiser's aerial likewise showing the CDD#1 property;
3. The proposed plat of Hidden Cove;
4. A portion of the proposed plat of Hidden Cove showing the plat dedication to CDD#1;
5. Proposed Deed for the transfer of title from CDD#1 to FCC Hidden Cove, LLC.

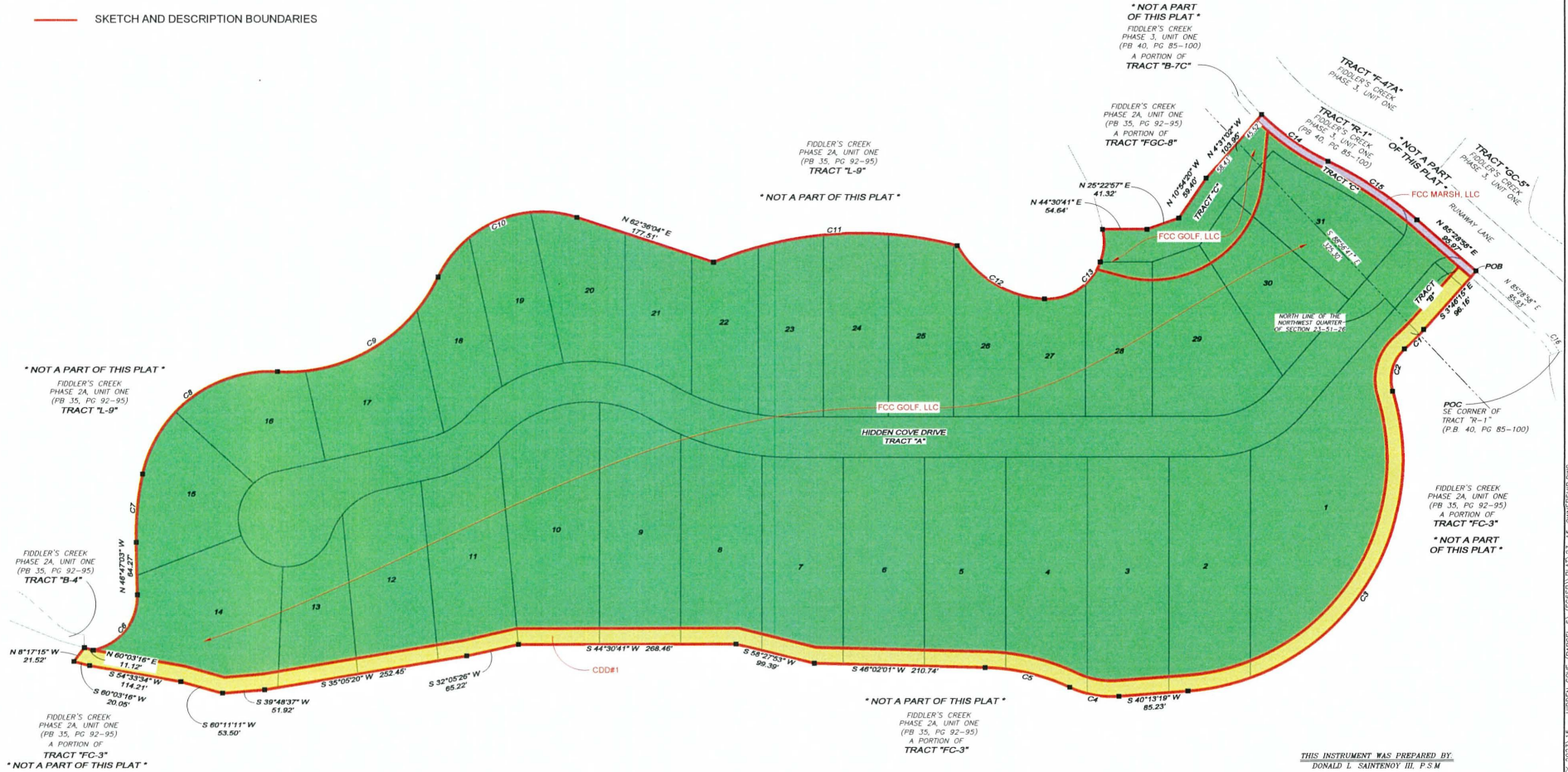
# HIDDEN COVE

A REPLAT OF ALL OF TRACT "6" AND A PORTION OF TRACTS "FC-3, AND "FCG-8"  
 FIDDLER'S CREEK PHASE 2A, UNIT ONE, PLAT BOOK 35, PAGES 92 THROUGH 95  
 AND A PORTION OF TRACT "B-7C", FIDDLER'S CREEK PHASE 3, UNIT ONE,  
 PLAT BOOK 40, PAGES 85 THROUGH 100, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA  
 A SUBDIVISION LOCATED IN SECTIONS 14 AND 23,  
 TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.



### CURRENT OWNERSHIP LINES

- FCC MARSH LLC
- FCC GOLF LLC
- CDD #1
- SKETCH AND DESCRIPTION BOUNDARIES



THIS INSTRUMENT WAS PREPARED BY  
 DONALD L. SAINTENY III, F.S.M.

**GradyMinor**  
 Civil Engineers • Land Surveyors • Planners • Landscape Architects  
 Bonita Springs, Florida 34134  
 Fort Myers, Florida 33901  
 www.GradyMinor.com  
 Job Code: FCDBE

S:\SURVEY\PROJECT SURVEY 2023\15 - HIDDEN COVE (PARCEL 6) (FCDBE) PLAT\3-15-23-OWNERSHIP.DWG



**MAP LEGEND**

- Major Roads
- Street Names
- Parcels
- Aerials 2023 Rural [2FT]
- Collier County

**Folio Number:** 32432003148  
**Name:** FIDDLER'S CREEK COMMUNITY  
**Street# & Name:** 3468 RUNAWAY LN  
**Build# / Unit#:** FC3 / 1  
**Legal Description:** FIDDLER'S CREEK PHASE 2A UNIT ONE TRACT FC-3, LESS FIDDLER'S CREEK PHASE 3 UNIT ONE

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.



#2

# Collier County Property Appraiser Property Summary

Parcel No	32432003148	Site Address <a href="#">*Disclaimer</a>	3468 RUNAWAY LN	Site City	NAPLES	Site Zone <a href="#">*Note</a>	34114
-----------	-------------	---	-----------------	-----------	--------	------------------------------------	-------

<b>Name / Address</b>	FIDDLER'S CREEK COMMUNITY						
	DEVELOPMENT DISTRICT 1						
	% ANTHONY P PIRES JR						
	WOODWARD PIRES & LOMBARDO PA						
	3200 TAMIAMI TRL N STE 200						
<b>City</b>	NAPLES	<b>State</b>	FL	<b>Zip</b>	34103		

<b>Map No.</b>	<b>Strap No.</b>	<b>Section</b>	<b>Township</b>	<b>Range</b>	<b>Acres</b>	<a href="#">*Estimated</a>
6B23	292920 FC3 16B23	23	51	26	14.01	

<b>Legal</b>	FIDDLER'S CREEK PHASE 2A UNIT ONE TRACT FC-3, LESS FIDDLER'S CREEK PHASE 3 UNIT ONE
--------------	---

<a href="#">Millage Area</a> ⓘ	25	<a href="#">Millage Rates</a> ⓘ <a href="#">*Calculations</a>		
<b>Sub./Condo</b>	292920 - FIDDLERS CREEK PH 2A UNIT 1	<b>School</b>	<b>Other</b>	<b>Total</b>
<a href="#">Use Code</a> ⓘ	86 - COUNTIES INCLUDING NON-MUNICIPAL GOV.	4.292	6.4876	10.7796

## Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
03/12/14	<a href="#">5037-3193</a>	\$ 0
09/02/11	<a href="#">4717-1148</a>	\$ 0

## 2023 Preliminary Tax Roll

(Subject to Change)

Land Value	\$ 100
(+) Improved Value	\$ 20
(=) Market Value	\$ 120
(=) Assessed Value	\$ 120
(=) School Taxable Value	\$ 0
(=) Taxable Value	\$ 0

If all Values shown above equal 0 this parcel was created after the Final Tax Roll

DEDICATIONS AND RESERVATIONS

STATE OF FLORIDA COUNTY OF COLLIER KNOW ALL MEN BY THESE PRESENTS THAT FCC HIDDEN COVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY...

- A. DEDICATE TO COLLIER COUNTY: 1. ALL DRAINAGE EASEMENTS (D.E.) WITHOUT RESPONSIBILITY FOR MAINTENANCE. B. DEDICATE TO HIDDEN COVE VILLAGE ASSOCIATION, INC.: 1. TRACT "A" (HIDDEN COVE DRIVE) AS PRIVATE ROAD RIGHT-OF-WAY (R.O.W.) SUBJECT TO THE EASEMENTS DEPICTED HEREIN WITH RESPONSIBILITY FOR MAINTENANCE.

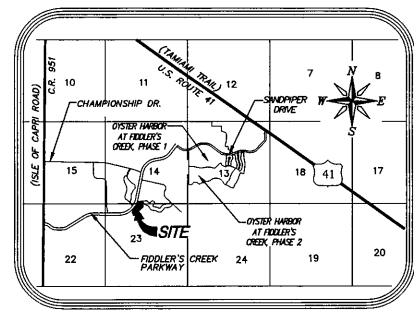
HIDDEN COVE A REPLAT OF ALL OF TRACT "6" AND A PORTION OF TRACTS "FC-3, AND "FCB-B" FIDDLEE'S CREEK PHASE 2A, UNIT ONE, PLAT BOOK 35, PAGES 92 THROUGH 95 AND A PORTION OF TRACT "B-7C", FIDDLEE'S CREEK PHASE 3, UNIT ONE, PLAT BOOK 40, PAGES 85 THROUGH 100, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA A SUBDIVISION LOCATED IN SECTIONS 14 AND 23, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

LEGAL DESCRIPTION

ALL OF TRACT "6" AND A PORTION OF TRACTS "FC-3, AND "FCB-B" FIDDLEE'S CREEK PHASE 2A, UNIT ONE, PLAT BOOK 35, PAGES 92 THROUGH 95 AND A PORTION OF TRACT "B-7C", FIDDLEE'S CREEK PHASE 3, UNIT ONE, PLAT BOOK 40, PAGES 85 THROUGH 100, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "6" (RUNWAY LANE) FIDDLEE'S CREEK PHASE 3, UNIT ONE, PLAT BOOK 40, PAGES 85 THROUGH 100, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE SOUTH ROOF-OF-WAY OF SAID TRACT "6" FOR THE FOLLOWING (10) CURVES AND DISTANCES: (1) SOUTHERLY 316.7 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 3000.0 FEET THROUGH A CENTRAL ANGLE OF 092548" AND BEING SUBLTENDED BY A CHORD WHICH BEARS SOUTH 870331" EAST FOR 316.7 FEET TO A POINT OF REVERSE CURVATURE...

THENCE ALONG SAID EXTENSION AND MAINTENANCE EASEMENT, SOUTH 074715" EAST, FOR 96.16 FEET TO A POINT ON A CURVE; THENCE CONTINUE ALONG SAID MAINTENANCE EASEMENT FOR THE FOLLOWING (10) CURVES AND DISTANCES: (1) SOUTHERLY 316.7 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 3000.0 FEET THROUGH A CENTRAL ANGLE OF 092548" AND BEING SUBLTENDED BY A CHORD WHICH BEARS SOUTH 870331" EAST FOR 316.7 FEET TO A POINT OF REVERSE CURVATURE...



LOCATION MAP NOT TO SCALE

GENERAL NOTES

- 1. BOUNDARIES SHOWN HEREIN ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA, EAST ZONE, 1983 DATUM WITH 2011 ADJUSTMENT, OBTAINED UTILIZING GPS OBSERVATIONS ON THE FIELD NETWORK AND REFER TO THE SOUTH ROOF-OF-WAY OF RUNWAY LANE TRACT "B-7C" FIDDLEE'S CREEK PHASE 3, UNIT ONE, PLAT BOOK 40, PAGES 85 THROUGH 100, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING IN 8285387.6.

CONTAINING 11.87 ACRES, MORE OR LESS

NOTICE

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

IN WITNESS WHEREOF, FCC HIDDEN COVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THIS PLAT TO BE MADE AND SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023, A.D.

WITNESSES: OWNER: FCC HIDDEN COVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

SIGNATURE: \_\_\_\_\_ BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF FLORIDA THE FORGIVING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_ ONLINE NOTARIZATION THAT ON \_\_\_\_ DAY OF \_\_\_\_\_ 2023, A.D., BY OR ON BEHALF OF SAID PARTIES, HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NAME OF ACKNOWLEDGER (TYPED, PRINTED OR STAMPED)

COUNTY APPROVALS COUNTY ENGINEER THIS PLAT APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT OF COLLIER COUNTY, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023, A.D.

COUNTY SURVEYOR THIS PLAT REVIEWED BY THE COUNTY SURVEYOR THIS \_\_\_\_ DAY OF \_\_\_\_\_

COUNTY ATTORNEY THIS PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY THIS \_\_\_\_ DAY OF \_\_\_\_\_

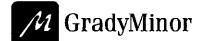
COUNTY COMMISSION APPROVAL STATE OF FLORIDA COUNTY OF COLLIER THIS PLAT APPROVED FOR RECORDING IN A REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023, A.D., PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COLLIER COUNTY, FLORIDA.

FILED IN RECORDING 1. I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT \_\_\_\_ DAY OF \_\_\_\_\_ 2023, A.D., AND DULY RECORDED IN PLAT BOOK \_\_\_\_ (A.R. OR P.M.) THIS \_\_\_\_ PAGE(S) \_\_\_\_ INCLUSIVE. OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

FILED IN RECORDING 1. I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.041, FLORIDA STATUTES, AND THAT THIS PLAT COMPLETS WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES. IF IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS HAVE BEEN SET PRIOR TO RECORDING OF THIS PLAT AND THAT ALL PERMANENT REFERENCE POINTS AND LOT CORNERS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE RECORDED IMPROVEMENTS.

CERTIFICATE OF RECORDING 1. I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.041, FLORIDA STATUTES, AND THAT THIS PLAT COMPLETS WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES. IF IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS HAVE BEEN SET PRIOR TO RECORDING OF THIS PLAT AND THAT ALL PERMANENT REFERENCE POINTS AND LOT CORNERS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE RECORDED IMPROVEMENTS.

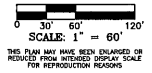
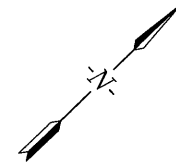
DONALD L. SAINTENY III, P.S.M. #6761 DATED



GradyMinor, Inc. 3800 Via Del Rey Bonita Springs, Florida 34134 Civil Engineers • Land Surveyors • Planners • Landscape Architects

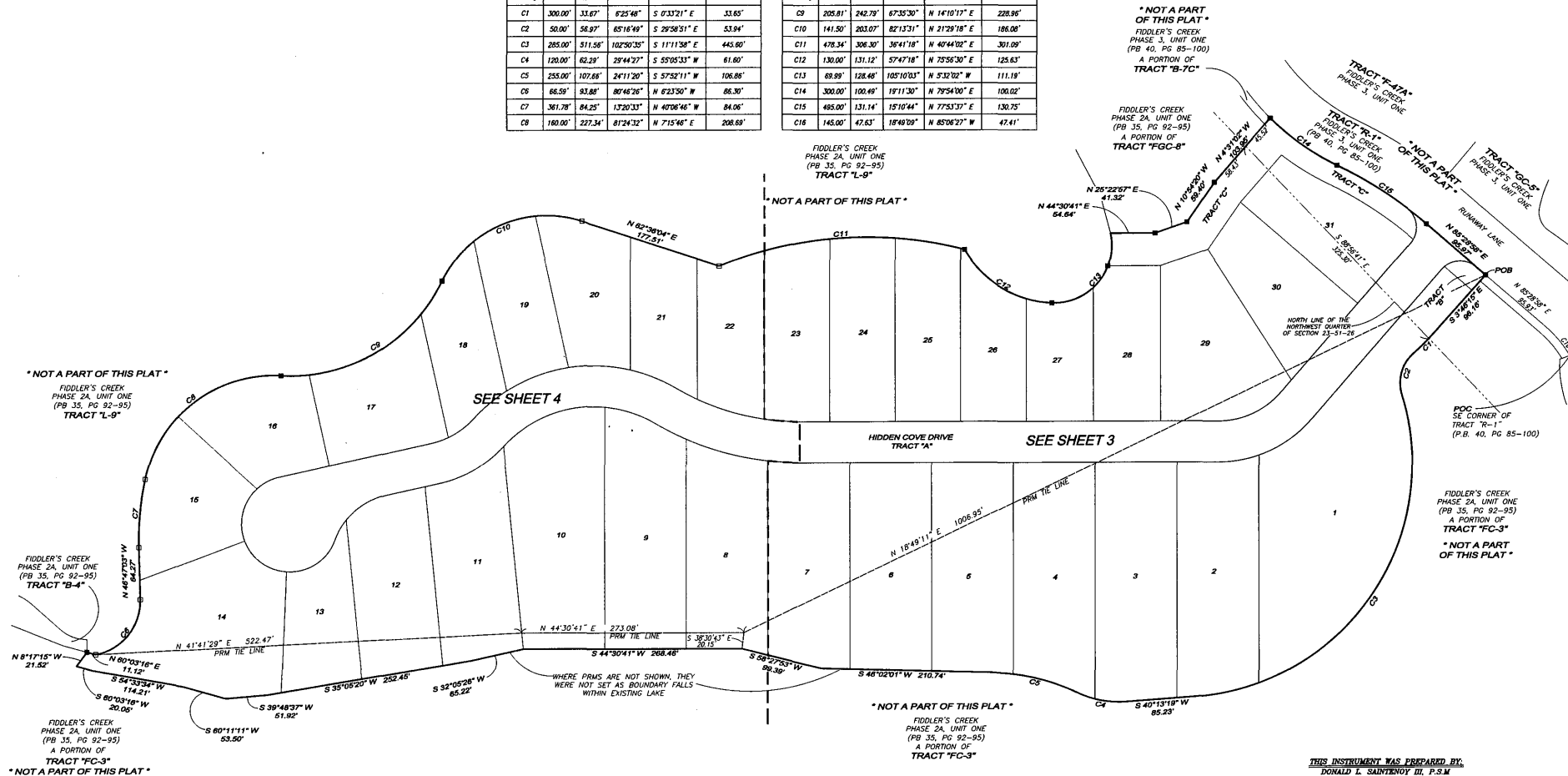
# HIDDEN COVE

A REPLAT OF ALL OF TRACT "6" AND A PORTION OF TRACTS "FC-3, AND "FCG-8"  
FIDDLER'S CREEK PHASE 2A, UNIT ONE, PLAT BOOK 35, PAGES 92 THROUGH 95  
AND A PORTION OF TRACT "B-7C", FIDDLER'S CREEK PHASE 3, UNIT ONE,  
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A SUBDIVISION LOCATED IN SECTIONS 14 AND 23,  
TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	300.00'	33.67'	6°25'48"	S 0°33'21" E	33.65'
C2	50.00'	56.87'	65°16'49"	S 29°58'51" E	53.94'
C3	295.00'	511.58'	102°30'35"	S 11°11'39" E	443.80'
C4	120.00'	62.29'	29°44'33"	S 59°05'33" W	61.60'
C5	235.00'	107.66'	24°11'20"	S 57°52'11" W	106.86'
C6	66.59'	93.88'	80°48'26"	N 62°33'30" W	86.30'
C7	361.78'	84.25'	13°20'33"	N 40°06'46" W	84.06'
C8	180.00'	227.34'	81°24'32"	N 7°15'46" E	208.69'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C9	205.81'	242.78'	67°35'30"	N 14°10'17" E	228.96'
C10	141.50'	203.07'	82°13'31"	N 21°29'18" E	186.08'
C11	478.34'	306.30'	36°41'18"	N 40°44'32" E	301.09'
C12	130.00'	131.12'	57°47'18"	N 75°56'30" E	125.63'
C13	69.99'	128.48'	105°10'03"	N 5°32'02" W	111.19'
C14	300.00'	100.49'	18°11'30"	N 79°54'10" E	100.02'
C15	485.00'	131.14'	15°10'44"	N 77°53'37" E	130.75'
C16	145.00'	47.63'	18°48'09"	N 85°06'27" W	47.41'



SEE SHEET 4

SEE SHEET 3

THIS INSTRUMENT WAS PREPARED BY:  
DONALD L. SAINTENY III, P.S.M.

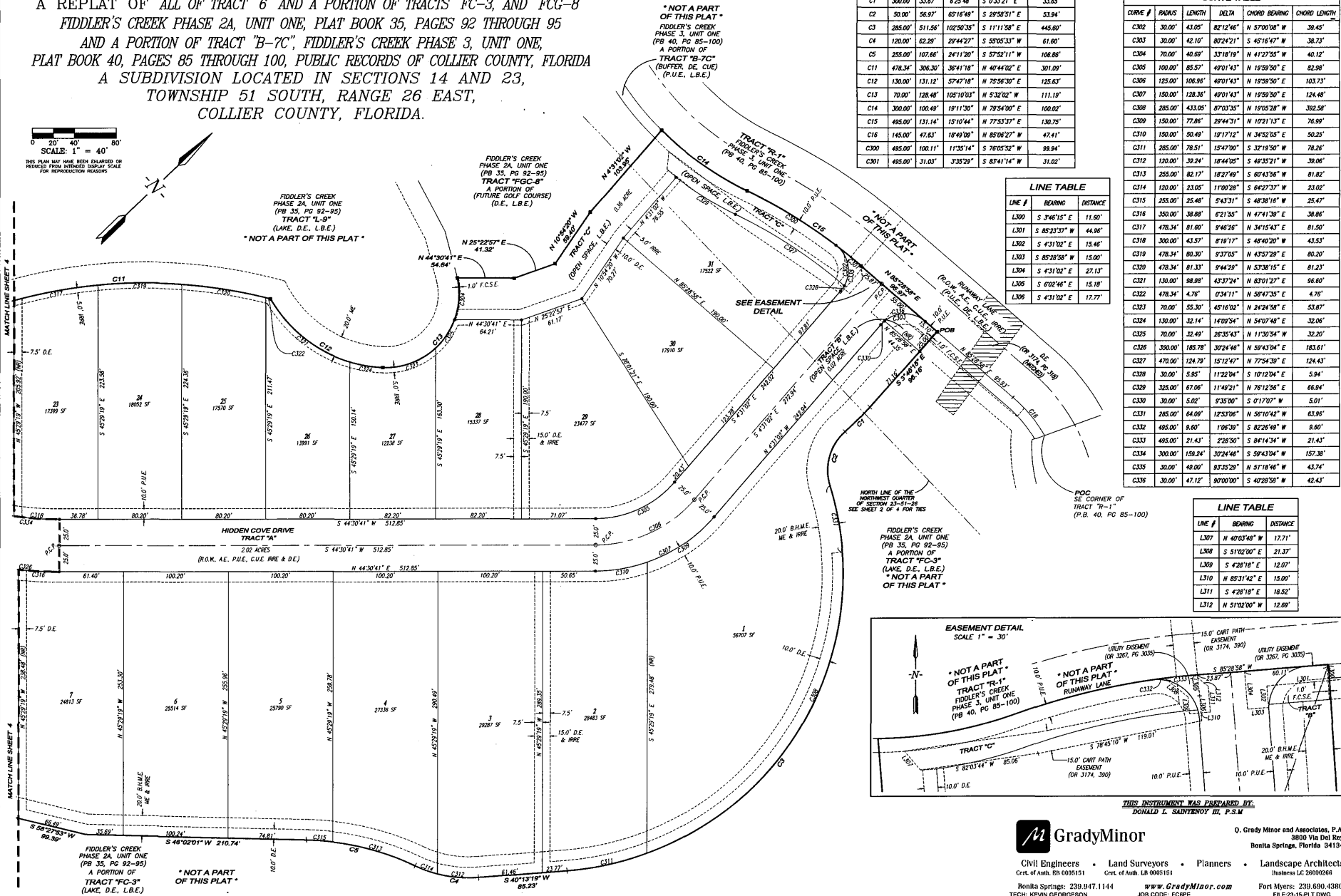
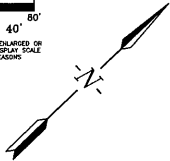
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 Cert. of Auth. ER 0005151 Cert. of Auth. LR 0005151 Business LC 26900266  
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 TECH: KEVIN GEORGEON JOB CODE: FCGPE FILE:23-15-PLT.DWG

SURVEY PROJECT SURVEY 2023-15 - HIDDEN COVE (PARCEL 6) (FGSS) PLAN 23-15-PLT.DWG

# HIDDEN COVE

A REPLAT OF ALL OF TRACT "6" AND A PORTION OF TRACTS "FC-3, AND "FCG-8"  
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 A SUBDIVISION LOCATED IN SECTIONS 14 AND 23,  
 TOWNSHIP 51 SOUTH, RANGE 26 EAST,  
 COLLIER COUNTY, FLORIDA.

0 20' 40' 80'  
 SCALE: 1" = 40'  
 THIS PLAN MAY HAVE BEEN ENLARGED OR  
 REDUCED FROM INTERIOR DISPLAY SCALE  
 FOR REPRODUCTION REASONS



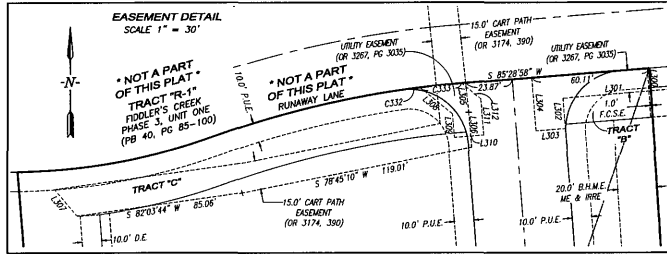
CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	300.00	33.67	6°25'48"	S 0°33'21" E	33.65
C2	50.00	56.97	65°16'49"	S 2°58'51" E	53.94
C3	285.00	511.56	102°50'35"	S 11°11'58" E	445.60
C4	120.00	62.29	2°44'32"	S 2°55'53" W	61.60
C5	255.00	107.66	2°41'20"	S 5°52'11" W	106.86
C11	478.34	306.30	36°41'18"	N 40°44'02" E	301.09
C12	130.00	131.12	5°47'18"	N 7°56'30" E	125.63
C13	70.00	128.48	105°10'03"	N 5°32'02" W	111.19
C14	300.00	100.49	1°11'30"	N 7°54'00" E	100.02
C15	495.00	131.14	1°10'44"	N 7°53'37" E	130.75
C16	145.00	47.63	18°49'09"	N 8°06'27" W	47.41
C300	495.00	100.11	1°13'51"4"	S 7°05'52" W	99.94
C301	495.00	31.03	3°35'29"	S 8°34'14" W	31.02

LINE TABLE		
LINE #	BEARING	DISTANCE
L300	S 3°46'15" E	11.60
L301	S 8°23'37" W	44.96
L302	S 4°31'02" E	15.46
L303	S 8°28'58" W	15.00
L304	S 4°31'02" E	27.13
L305	S 6°02'46" E	15.18
L306	S 4°31'02" E	17.77

PLAT BOOK PAGE  
 SHEET 3 OF 4

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C302	30.00	43.05	82°12'46"	N 5°7'00" W	38.45
C303	30.00	42.10	80°24'21"	S 4°51'47" W	38.73
C304	70.00	40.69	33°18'19"	N 41°27'55" W	40.12
C305	100.00	65.57	49°01'43"	N 19°59'50" E	82.98
C306	125.00	106.96	49°01'43"	N 19°59'50" E	103.73
C307	150.00	128.38	49°01'43"	N 19°59'50" E	124.48
C308	285.00	433.05	87°03'35"	N 19°05'28" W	392.58
C309	150.00	77.26	2°44'31"	N 10°21'13" E	76.99
C310	150.00	59.49	1°17'12"	N 34°52'05" E	59.25
C311	285.00	78.51	1°54'00"	S 32°19'50" W	78.26
C312	120.00	39.24	18°44'05"	S 49°35'21" W	38.06
C313	255.00	82.17	16°27'49"	S 60°43'56" W	81.82
C314	120.00	23.05	11°00'28"	S 64°27'37" W	23.02
C315	255.00	25.48	9°43'31"	S 48°38'16" W	25.47
C316	350.00	38.68	6°21'35"	N 47°41'39" E	38.86
C317	478.34	81.60	8°46'26"	N 34°15'43" E	81.50
C318	300.00	43.57	6°19'17"	S 48°40'20" W	43.53
C319	478.34	80.30	8°37'05"	N 43°57'29" E	80.20
C320	478.34	81.33	9°44'29"	N 53°38'15" E	81.23
C321	130.00	98.88	43°17'24"	N 8°01'27" E	96.60
C322	478.34	4.76	0°34'11"	N 58°47'35" E	4.76
C323	70.00	55.30	45°16'02"	N 24°24'58" E	53.87
C324	130.00	32.14	14°09'54"	N 54°07'48" E	32.06
C325	70.00	32.49	26°35'43"	N 11°30'54" W	32.20
C326	350.00	185.78	30°24'46"	N 59°43'04" E	183.61
C327	470.00	124.78	15°12'47"	N 77°54'09" E	124.43
C328	30.00	5.95	11°22'04"	S 10°12'04" E	5.94
C329	325.00	67.06	11°49'21"	N 76°12'56" E	66.94
C330	30.00	5.02	5°35'00"	S 0°17'07" W	5.01
C331	285.00	64.09	12°53'06"	N 56°10'42" W	63.85
C332	495.00	9.60	1°06'39"	S 82°26'49" W	9.60
C333	495.00	21.43	2°28'50"	S 84°14'34" W	21.43
C334	300.00	159.24	30°24'46"	S 59°43'04" W	157.38
C335	30.00	49.00	8°35'29"	N 51°18'46" W	43.74
C336	30.00	47.12	8°00'00"	S 40°28'58" W	42.43

LINE TABLE		
LINE #	BEARING	DISTANCE
L307	N 40°03'48" W	17.71
L308	S 51°02'00" E	21.37
L309	S 4°28'18" E	12.07
L310	N 85°31'42" E	15.90
L311	S 4°28'18" E	16.52
L312	N 51°02'00" W	12.69



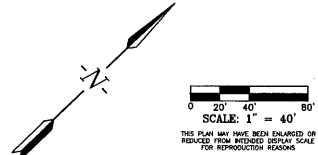
THIS INSTRUMENT WAS PREPARED BY:  
 DONALD L. SANDTROY III, P.S.M.

**GradyMinor**  
 O. Grady Minor and Associates, P.A.  
 3800 Via Del Rey  
 Bonita Springs, Florida 34134  
 Civil Engineers • Land Surveyors • Planners • Landscape Architects  
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 TECH: KEVIN GEORGEISSON JOB CODE: FC3PE FILE:23-PLT.DWG

S:\SURETY\PROJECT SURVEY 2023\15 - HIDDEN COVE (PARCEL 6) (FC33)PLAN31-15-PLT.DWG

# HIDDEN COVE

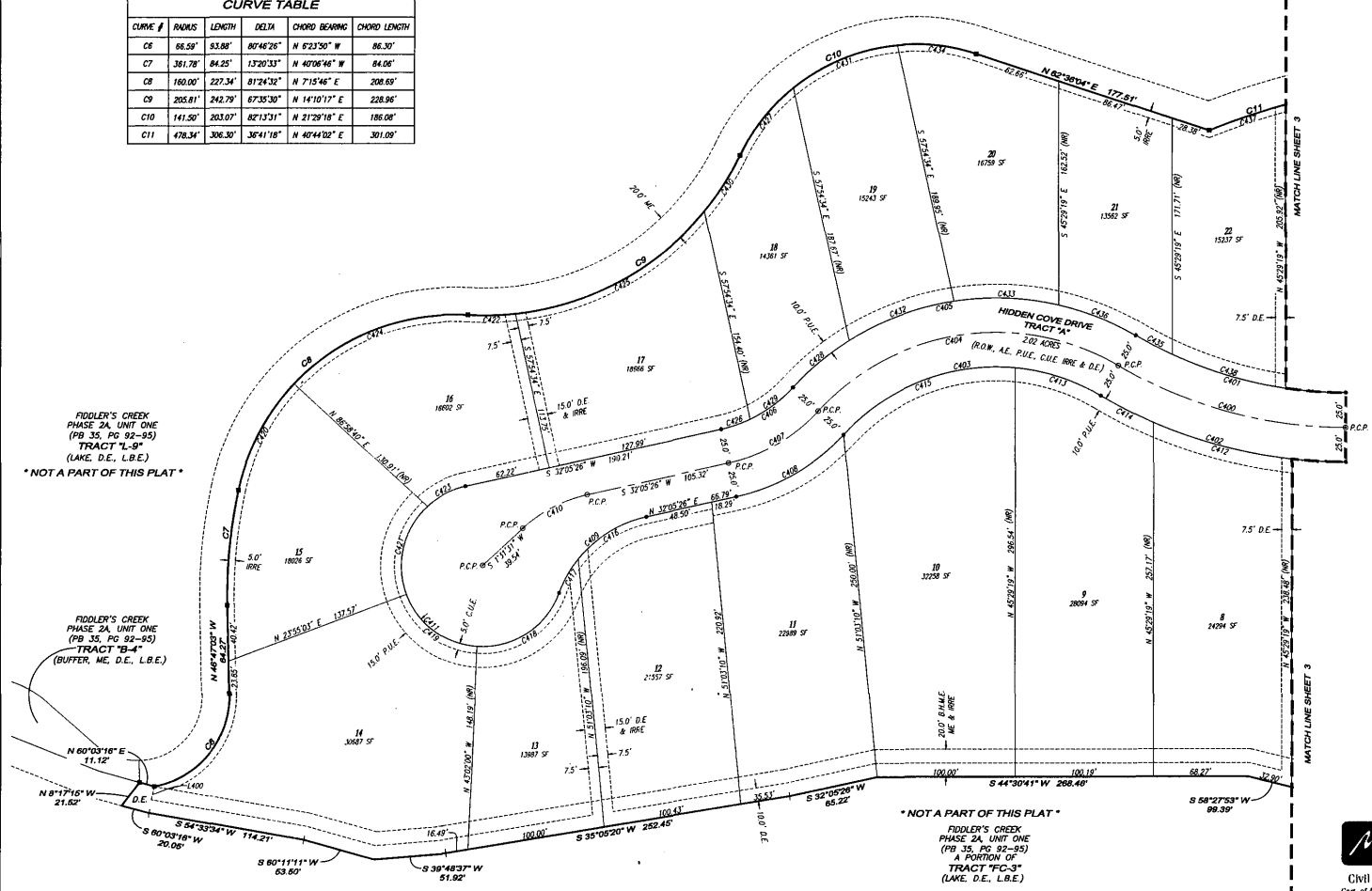
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TOWNSHIP 51 SOUTH, RANGE 26 EAST,  
COLLIER COUNTY, FLORIDA.



CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C6	66.59'	93.08'	80°46'26"	N 62°3'50" W	86.30'
C7	381.78'	84.25'	1°32'03.33"	N 40°06'46" W	84.06'
C8	160.00'	227.34'	81°24'32"	N 71°5'46" E	208.69'
C9	205.81'	242.79'	67°35'30"	N 14°10'17" E	228.96'
C10	141.50'	203.07'	82°13'31"	N 21°29'18" E	186.08'
C11	478.34'	306.30'	36°41'18"	N 40°44'02" E	301.09'

FIDDLER'S CREEK  
PHASE 2A, UNIT ONE  
(PB 35, PG 92-95)  
TRACT "L-9"  
(L.A.E., D.E., L.B.E.)  
\* NOT A PART OF THIS PLAT \*

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C400	325.00'	172.51'	30°24'46"	N 59°43'04" E	170.49'
C401	300.00'	159.24'	30°24'46"	N 59°43'04" E	157.38'
C402	350.00'	185.78'	30°24'46"	N 59°43'04" E	183.61'
C403	150.00'	203.57'	77°45'32"	S 36°02'41" W	188.31'
C404	175.00'	237.50'	77°45'32"	S 36°02'41" W	218.69'
C405	200.00'	271.43'	77°45'32"	S 36°02'41" W	251.07'
C406	100.00'	60.86'	34°55'32"	N 14°37'40" E	60.02'
C407	125.00'	76.20'	34°55'32"	N 14°37'40" E	75.02'
C408	150.00'	91.43'	34°55'32"	N 14°37'40" E	90.03'
C409	87.00'	87.62'	57°42'26"	S 31°14'15" W	83.97'
C410	100.00'	53.35'	30°33'36"	S 16°46'28" W	52.72'
C411	59.00'	244.78'	237°42'26"	S 86°45'47" E	103.35'
C412	350.00'	104.06'	17°02'08"	N 59°23'39" E	103.68'
C413	150.00'	65.68'	25°06'14"	N 62°22'48" E	65.16'
C414	350.00'	42.64'	7°00'45"	N 71°25'05" E	42.81'
C415	150.00'	137.89'	52°40'14"	N 23°30'02" E	133.09'
C416	87.00'	59.22'	39°00'14"	N 12°35'19" E	58.09'
C417	87.00'	28.40'	18°42'12"	N 16°15'54" W	28.27'
C418	59.00'	76.21'	74°00'48"	N 11°23'24" E	71.03'
C419	59.00'	67.47'	65°31'15"	N 81°09'26" E	63.85'
C420	160.00'	87.65'	31°27'29"	N 17°42'45" W	86.75'
C421	59.00'	69.86'	67°50'17"	S 32°08'48" E	65.85'
C422	205.81'	34.59'	9°37'43"	N 47°09'12" E	34.55'
C423	59.00'	31.24'	30°20'06"	S 16°55'23" W	30.87'
C424	160.00'	139.49'	49°57'03"	N 22°59'30" E	135.11'
C425	205.81'	160.00'	44°33'40"	N 16°03'26" E	156.07'
C426	100.00'	22.19'	12°42'32"	S 35°44'00" W	22.15'
C427	141.50'	62.63'	25°21'31"	N 6°56'38" W	62.12'
C428	200.00'	53.01'	15°11'15"	S 4°45'32" W	52.86'
C429	100.00'	38.77'	22°12'40"	S 8°16'15" W	38.52'
C430	205.81'	48.13'	13°24'01"	N 12°55'29" E	48.02'
C431	141.50'	82.52'	33°24'42"	N 22°26'29" E	81.35'
C432	200.00'	81.58'	23°21'38"	S 24°02'08" W	81.00'
C433	200.00'	76.38'	21°52'57"	S 46°39'36" W	75.92'
C434	141.50'	57.82'	23°27'09"	N 50°52'25" E	57.52'
C435	300.00'	28.63'	5°39'31"	S 72°05'42" W	28.62'
C436	200.00'	60.47'	17°19'23"	S 69°15'46" W	60.24'
C437	478.34'	58.32'	6°59'06"	N 25°52'58" E	58.28'
C438	300.00'	86.04'	16°25'36"	S 81°02'57" W	85.75'



FIDDLER'S CREEK  
PHASE 2A, UNIT ONE  
(PB 35, PG 92-95)  
TRACT "L-9"  
(L.A.E., D.E., L.B.E.)  
\* NOT A PART OF THIS PLAT \*

FIDDLER'S CREEK  
PHASE 2A, UNIT ONE  
(PB 35, PG 92-95)  
TRACT "B-7"  
(L.A.E., D.E., L.B.E.)  
(BUFFER, ME, D.E., L.B.E.)

\* NOT A PART OF THIS PLAT \*  
FIDDLER'S CREEK  
PHASE 2A, UNIT ONE  
(PB 35, PG 92-95)  
A PORTION OF  
TRACT "FC-3"  
(L.A.E., D.E., L.B.E.)

LINE #	BEARING	DISTANCE
L400	N 32°41'35" W	100.01'

THIS INSTRUMENT WAS PREPARED BY:  
DONALD L. SAINTROY III, P.E., S.M.

**GradyMinor**  
Civil Engineers • Land Surveyors • Planners • Landscape Architects  
3860 Via Del Rey  
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Job Code: FCGPE

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Bonita Springs, Florida 34134  
Business Lic. 26090266  
Port Myers: 239.690.4380  
File: 23-15-PLT.DWG

S:\SURVEY\PROJECT SURVEY 2023\15 - HIDDEN COVE (PANEL 6) (FCG3)\PLAN\23-15-PLT.DWG

INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

**D. DEDICATE TO COLLIER COUNTY WATER-SEWER DISTRICT :**

1. THAT ALL COUNTY UTILITY EASEMENTS (C.U.E.) FOR POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER SYSTEM(S) OR PORTION(S) THEREOF AND INGRESS AND EGRESS RIGHTS, WHERE APPROPRIATE, ARE PROVIDED TO THE COLLIER COUNTY WATER-SEWER DISTRICT TO OPERATE AND MAINTAIN POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER UTILITY SYSTEMS OR PORTION(S) THEREOF WITHIN THE PLATTED AREA AFTER FINAL CONVEYANCE TO THE CCWSO AND, WHERE APPLICABLE, TO INSTALL THE CCWSO'S CONNECTING UTILITY FACILITIES WITHIN SUCH EASEMENT(S), WITH NO RESPONSIBILITY FOR MAINTENANCE OF THE SURFACE EASEMENT AREA; AND

2. APPLICABLE POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER SYSTEM(S) OR PORTION(S) THEREOF CONSTRUCTED WITHIN THIS PLATTED AREA IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN THE COLLIER COUNTY UTILITIES STANDARDS AND PROCEDURES ORDINANCE (2004-31), AS AMENDED, SHALL BE CONVEYED TO THE BOARD AS THE EX-OFFICIO GOVERNING BOARD OF THE WATER-SEWER DISTRICT UPON ACCEPTANCE OF THE ADDITIONS, EXTENSIONS AND/OR IMPROVEMENTS REQUIRED BY THE PLAT.

**E. RESERVE TO FCC HIDDEN COVE, LLC, IT SUCCESSORS AND/OR ASSIGNS:**

1. ALL FIDDLER'S CREEK SPECIAL EASEMENTS (F.C.S.E.), AS SHOWN, FOR THE PURPOSE OF LIMITING ACCESS TO LAKE TRACTS "FC-3", AND "L-9", WITHOUT, HOWEVER, LIMITING ACCESS OF THOSE PARTIES (AND THEIR SUCCESSORS AND ASSIGNS) THAT REQUIRE ACCESS OVER AND ACROSS SAID SPECIAL EASEMENTS IN ORDER TO PERFORM INSTALLATION AND MAINTENANCE ACTIVITIES PURSUANT TO EASEMENTS, DEDICATIONS AND RESERVATIONS ON THIS PLAT, WITH RESPONSIBILITY FOR MAINTENANCE.

2. ALL FIDDLER'S CREEK PERPETUAL EASEMENTS (F.C.P.E.) GRANTING THE FULL FREE RIGHT, POWER AND AUTHORITY TO LAY, OPERATE AND MAINTAIN SUCH DRAINAGE FACILITIES, SANITARY SEWER LINES, POTABLE AND IRRIGATION WATER LINES, STORM SEWERS, GAS AND ELECTRIC LINES, COMMUNICATION LINES, CABLE TELEVISION LINES, AND SUCH OTHER FACILITIES, AS THE DEVELOPER MAY DEEM NECESSARY, ALONG, THROUGH, IN, OVER AND UNDER AN EASEMENT TEN (10) FEET IN WIDTH ALONG THE FRONT LINES OF ALL SINGLE FAMILY LOTS, PROVIDED HOWEVER, THAT ALL SUCH USES BY THE DEVELOPER SHALL BE SUBJECT TO, AND NOT INCONSISTENT WITH, USE BY ANY OTHER EASEMENT OR USE GRANTED HEREIN ANY FIDDLER'S CREEK PERPETUAL EASEMENT (F.C.P.E.) CREATED BY THIS RESERVATION MAY BE RELEASED, IN WHOLE OR IN PART, BY THE DEVELOPER BY THE RECORDING OF A DOCUMENT IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, SO STATING, WITHOUT THE CONSENT OF, OR NOTICE TO, ANY THIRD PARTY WITH RESPONSIBILITY FOR MAINTENANCE.

**F. DEDICATE TO COLLIER COUNTY, ITS FRANCHISEES AND THE GREATER NAPLES FIRE RESCUE DISTRICT:**

1. A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) OVER AND ACROSS TRACT "A" FOR THE PURPOSE OF PERMITTING EMERGENCY AND OTHER SERVICE VEHICLES ACCESS WITHOUT RESPONSIBILITY FOR MAINTENANCE.

**G. DEDICATE TO FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT 1:**

1. ALL DRAINAGE EASEMENTS (D.E.) WITH RESPONSIBILITY FOR MAINTENANCE.

2. ALL IRRIGATION EASEMENTS (IRRE) AS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE.

3. ALL MAINTENANCE EASEMENTS (ME) AS DEPICTED HEREON WITHOUT RESPONSIBILITY FOR MAINTENANCE.

IN WITNESS WHEREOF, FCC HIDDEN COVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THIS PLAT TO BE MADE AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 A.D.

WITNESSES:

OWNER: FCC HIDDEN COVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME:

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME:

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_\_ ONLINE NOTARIZATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, A.D., BY \_\_\_\_\_, ON BEHALF OF SAID ENTITIES. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

\_\_\_\_\_  
NAME OF ACKNOWLEDGER (TYPED, PRINTED OR STAMPED)

(SEAL)

This Instrument Prepared By  
and Return To:  
Mark J. Woodward, Esquire  
Woodward, Pires & Lombardo, P.A.  
3200 Tamiami Trail North, Suite 200  
Naples, Florida 34103  
(239) 649-6555

Consideration: \$-0-  
Parcel ID No. 32432003148

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made and executed this \_\_\_\_ day of \_\_\_\_\_, 2023, by **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT 1, a special purpose unit of local government established pursuant to F.S. 190**, as Grantor, whose address is c/o Anthony P. Pires, Jr., Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples, Florida 34103, and **FCC HIDDEN COVE, LLC, a Florida limited liability company**, as Grantee, whose mailing address is 8156 Fiddler’s Creek Parkway, Naples, FL 34114.

WITNESSETH:

Grantor, in consideration of \$10.00 and other good and valuable consideration paid by Grantee, the receipt of which is acknowledged, has granted, bargained and sold to the said Grantee the following described land situate, lying and being in Collier County, Florida, to-wit:

See Attached Exhibit “A”

**TO HAVE AND TO HOLD** the same unto the said Grantee in fee simple.

**SUBJECT TO** taxes for the year 2023 and subsequent years; zoning, building code, and other use restrictions imposed by governmental authority; outstanding oil, gas and mineral interests of record, if any; restrictions, reservations, limitations and easements of record.

**And** the said Grantor does hereby covenant with the Grantee that the premises are free from all encumbrances made by Grantor, and that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural wherever the context so admits or requires.)

**IN WITNESS WHEREOF**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered  
presence of:

**Fiddler's Creek Community Development  
Development District 1**

\_\_\_\_\_  
*Signature of Witness #1*  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Chairman

\_\_\_\_\_  
*Signature of Witness #2*  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as Chairman of Fiddler's Creek Community Development District 1. He is personally known to me.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(SEAL)



# PROPERTY DESCRIPTION

A 20 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT "FC-3" FIDDLER'S CREEK, PHASE 2A, UNIT ONE, PLAT BOOK 35, PAGES 92 THROUGH 95, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "B-7C", PLAT BOOK 40, PAGES 85 THROUGH 100, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT "B-7C" FOR THE FOLLOWING TWO (2) COURSES AND DISTANCES, 1) WESTERLY 42.51 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET THROUGH A CENTRAL ANGLE OF 18°02'23" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 85°29'50" WEST FOR 42.33 FEET; 2) THENCE SOUTH 85°28'58" WEST, FOR 96.06 FEET TO A POINT OF INTERSECTION OF SAID SOUTH BOUNDARY AND THE EAST SIDE OF A 20 FOOT WIDE MAINTENANCE EASEMENT WITHIN TRACT FC-3, FIDDLER'S CREEK PHASE 2A, UNIT ONE, PLAT BOOK 35, PAGES 92 THROUGH 95, BOTH OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE ALONG SAID EASEMENT FOR THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES, 1) SOUTH 03°46'15" EAST, FOR 86.16 FEET TO A POINT ON A CURVE; 2) THENCE SOUTHERLY 33.67 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE OF 06°25'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 00°33'21" EAST FOR 33.65 FEET TO A POINT OF REVERSE CURVATURE; 3) THENCE SOUTHEASTERLY 56.97 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 65°16'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 29°58'51" EAST FOR 53.94 FEET TO A POINT OF REVERSE CURVATURE; 4) THENCE SOUTHERLY 511.56 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 285.00 FEET THROUGH A CENTRAL ANGLE OF 102°50'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 11°11'58" EAST FOR 445.60 FEET; 5) THENCE SOUTH 40°13'19" WEST, FOR 85.23 FEET TO A POINT OF CURVATURE; 6) THENCE SOUTHWESTERLY 62.29 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET THROUGH A CENTRAL ANGLE OF 29°44'32" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 55°05'35" WEST FOR 61.60 FEET TO A POINT OF REVERSE CURVATURE; 7) THENCE SOUTHWESTERLY 107.66 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 255.00 FEET THROUGH A CENTRAL ANGLE OF 24°11'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 57°52'11" WEST FOR 106.86 FEET; 8) THENCE SOUTH 46°02'01" WEST, FOR 210.74 FEET; 9) THENCE SOUTH 58°27'53" WEST, FOR 99.39 FEET; 10) THENCE SOUTH 44°30'41" WEST, FOR 268.46 FEET; 11) THENCE SOUTH 32°05'26" WEST, FOR 65.22 FEET; 12) THENCE SOUTH 35°05'20" WEST, FOR 252.45 FEET; 13) THENCE SOUTH 39°48'37" WEST, FOR 51.92 FEET; 14) THENCE SOUTH 60°11'11" WEST, FOR 53.50 FEET; 15) THENCE SOUTH 54°33'34" WEST, FOR 114.21 FEET; 16) THENCE SOUTH 60°03'16" WEST, FOR 20.05 FEET; THENCE NORTH 08°17'15" WEST, FOR 21.52 FEET TO A POINT ON THE BOUNDARY OF TRACT "L-9" OF SAID PLAT; THENCE ALONG SAID BOUNDARY, NORTH 60°03'16" EAST, FOR 11.14 FEET TO A POINT ON THE BOUNDARY OF TRACT "6" OF SAID PLAT; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES, 1) NORTH 54°33'34" EAST, FOR 114.23 FEET; 2) THENCE NORTH 60°11'11" EAST, FOR 50.89 FEET; 3) THENCE NORTH 39°48'37" EAST, FOR 47.50 FEET; 4) THENCE NORTH 35°05'20" EAST, FOR 251.10 FEET; 5) THENCE NORTH 32°05'26" EAST, FOR 66.87 FEET; 6) THENCE NORTH 44°30'41" EAST, FOR 273.08 FEET; 7) THENCE NORTH 58°27'53" EAST, FOR 99.66 FEET; 8) THENCE NORTH 46°02'01" EAST, FOR 209.72 FEET TO A POINT ON A CURVE; 9) THENCE NORTHEASTERLY 116.05 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET THROUGH A CENTRAL ANGLE OF 23°55'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 57°59'54" EAST FOR 114.02 FEET TO A POINT OF REVERSE CURVATURE; 10) THENCE NORTHEASTERLY 51.91 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 29°44'32" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 55°05'35" EAST FOR 51.33 FEET; 11) THENCE NORTH 40°13'19" EAST, FOR 85.23 FEET TO A POINT OF CURVATURE; 12) THENCE NORTHERLY 475.66 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET THROUGH A CENTRAL ANGLE OF 102°50'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 11°11'58" WEST FOR 414.33 FEET TO A POINT OF REVERSE CURVATURE; 13) THENCE NORTHWESTERLY 79.75 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF 65°16'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 29°58'51" WEST FOR 75.51 FEET TO A POINT OF REVERSE CURVATURE; 14) THENCE NORTHERLY 31.43 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET THROUGH A CENTRAL ANGLE OF 06°25'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 00°33'21" WEST FOR 31.41 FEET; 15) THENCE NORTH 03°46'15" WEST, FOR 85.90 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED TRACT "B-7C"; THENCE ALONG SAID BOUNDARY, NORTH 85°28'58" EAST, FOR 20.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 41,284 SQUARE FEET OR 0.95 ACRE, MORE OR LESS.

## NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 2011 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE SOUTH LINE OF TRACT "B-7C", FIDDLER'S CREEK PHASE 3, UNIT ONE, PLAT BOOK 40, PAGES 85 THROUGH 100, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING N 85°28'58" E.

2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

NOT COMPLETE WITHOUT SHEETS 1 THROUGH 3

DRAWN BY:	KJG	1
CHECKED BY:	DLS	
JOB CODE:	FC6PE	
SCALE:	1" = 100'	
DATE:	6/5/2023	
FILE:	23-15-CDDSL	
SHEET:	1 of 3	

**\*NOT A SURVEY\***

EXHIBIT "A"



Q. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects  
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266  
Bonita Springs: 239.947.1144 [www.GradyMinor.com](http://www.GradyMinor.com) Fort Myers: 239.690.4380

## SKETCH AND DESCRIPTION

A PORTION OF TRACT "FC-3"  
FIDDLER'S CREEK, PHASE 2A, UNIT ONE  
PLAT BOOK 35, PAGE 92 THROUGH 95

LYING IN  
SECTIONS 14 AND 23, TOWNSHIP 51 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

DATE SIGNED



Digitally signed by  
Donald L. Saintenoy  
III, P.S.M.  
Date: 2023.06.24  
10:26:57 -04'00'

DONALD L. SAINTENOY III, P.S.M.  
FL LICENSE #6761  
FOR THE FIRM

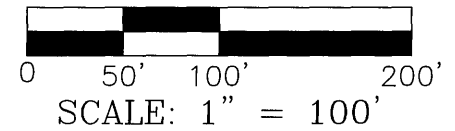
G:\SURVEY\PROJECT SURVEY 2023\15 HIDDEN COVE (PARCEL 6) (FC6SP)\SURVEY\SKETCH & LEGALS\23-15-CDDSL.DWG

# LEGEND

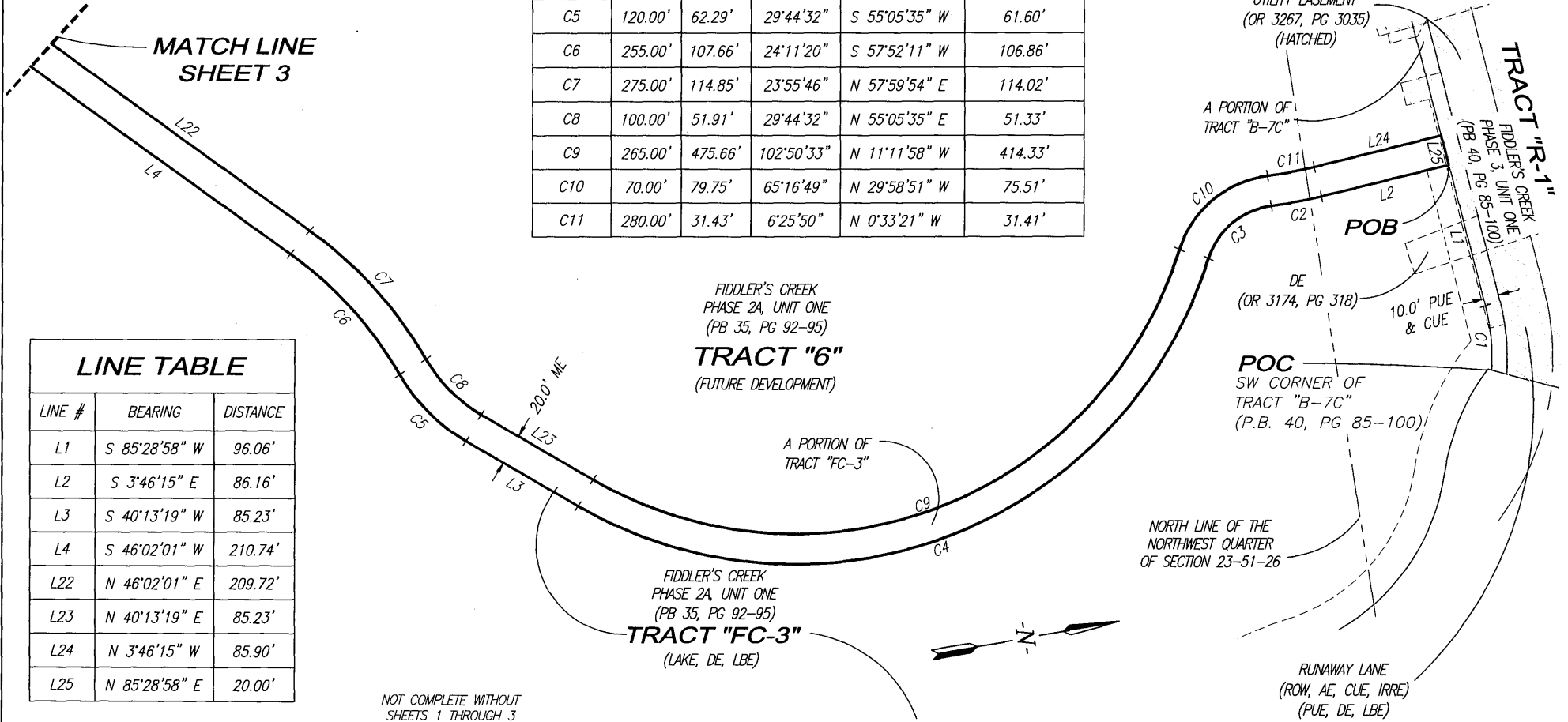
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PB PLAT BOOK
- PG PAGE(S)
- OR OFFICIAL RECORDS BOOK
- ROW RIGHT-OF-WAY
- AE ACCESS EASEMENT
- CUE COUNTY UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- LBE LANDSCAPE BUFFER EASEMENT
- IRRE IRRIGATION EASEMENT
- ME MAINTENANCE EASEMENT

## CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	135.00'	42.51'	18°02'23"	N 85°29'50" W	42.33'
C2	300.00'	33.67'	6°25'48"	S 0°33'21" E	33.65'
C3	50.00'	56.97'	65°16'49"	S 29°58'51" E	53.94'
C4	285.00'	511.56'	102°50'35"	S 11°11'58" E	445.60'
C5	120.00'	62.29'	29°44'32"	S 55°05'35" W	61.60'
C6	255.00'	107.66'	24°11'20"	S 57°52'11" W	106.86'
C7	275.00'	114.85'	23°55'46"	N 57°59'54" E	114.02'
C8	100.00'	51.91'	29°44'32"	N 55°05'35" E	51.33'
C9	265.00'	475.66'	102°50'33"	N 11°11'58" W	414.33'
C10	70.00'	79.75'	65°16'49"	N 29°58'51" W	75.51'
C11	280.00'	31.43'	6°25'50"	N 0°33'21" W	31.41'



THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS



## LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 85°28'58" W	96.06'
L2	S 3°46'15" E	86.16'
L3	S 40°13'19" W	85.23'
L4	S 46°02'01" W	210.74'
L22	N 46°02'01" E	209.72'
L23	N 40°13'19" E	85.23'
L24	N 3°46'15" W	85.90'
L25	N 85°28'58" E	20.00'

NOT COMPLETE WITHOUT SHEETS 1 THROUGH 3



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 3800 Via Del Rey  
 Bonita Springs, Florida 34134

## SKETCH AND DESCRIPTION

A PORTION OF TRACT "FC-3"  
 FIDDLER'S CREEK, PHASE 2A, UNIT ONE  
 PLAT BOOK 35, PAGE 92 THROUGH 95  
 LYING IN  
 SECTIONS 14 AND 23, TOWNSHIP 51 SOUTH, RANGE 26 EAST  
 COLLIER COUNTY, FLORIDA

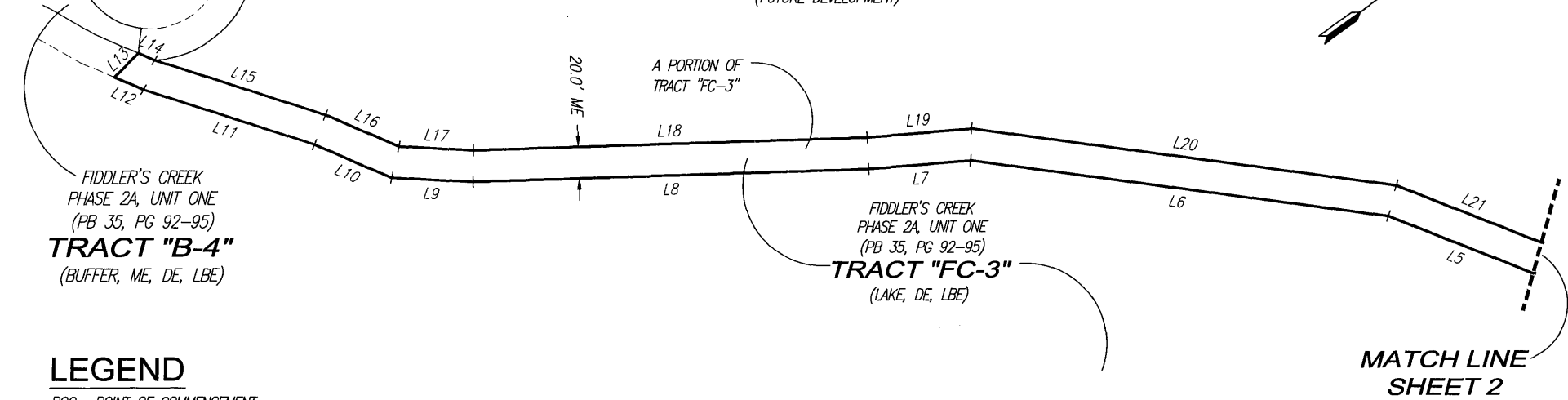
\*NOT A SURVEY\*

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	FC6PE
SCALE:	1" = 100'
DATE:	6/5/2023
FILE:	23-15-CDDSL
SHEET:	2 of 3

FIDDLER'S CREEK  
PHASE 2A, UNIT ONE  
(PB 35, PG 92-95)

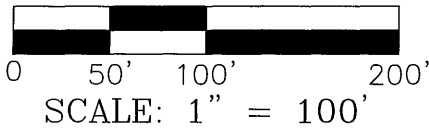
**TRACT "L-9"**  
(LAKE, DE, LBE)

FIDDLER'S CREEK  
PHASE 2A, UNIT ONE  
(PB 35, PG 92-95)  
**TRACT "6"**  
(FUTURE DEVELOPMENT)



**LEGEND**

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PB PLAT BOOK
- PG PAGE(S)
- OR OFFICIAL RECORDS BOOK
- ROW RIGHT-OF-WAY
- AE ACCESS EASEMENT
- CUE COUNTY UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- LBE LANDSCAPE BUFFER EASEMENT
- IRRE IRRIGATION EASEMENT
- ME MAINTENANCE EASEMENT



THIS PLAN MAY HAVE BEEN ENLARGED OR  
REDUCED FROM INTENDED DISPLAY SCALE  
FOR REPRODUCTION REASONS

LINE TABLE		
LINE #	BEARING	DISTANCE
L5	S 58°27'53" W	99.39'
L6	S 44°30'41" W	268.46'
L7	S 32°05'26" W	65.22'
L8	S 35°05'20" W	252.45'
L9	S 39°48'37" W	51.92'
L10	S 60°11'11" W	53.50'
L11	S 54°33'34" W	114.21'
L12	S 60°03'16" W	20.05'

LINE TABLE		
LINE #	BEARING	DISTANCE
L13	N 8°17'15" W	21.52'
L14	N 60°03'16" E	11.14'
L15	N 54°33'34" E	114.23'
L16	N 60°11'11" E	50.89'
L17	N 39°48'37" E	47.50'
L18	N 35°05'20" E	251.10'
L19	N 32°05'26" E	66.87'
L20	N 44°30'41" E	273.08'
L21	N 58°27'53" E	99.66'

NOT COMPLETE WITHOUT  
SHEETS 1 THROUGH 3



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**SKETCH AND DESCRIPTION**

A PORTION OF TRACT "FC-3"  
FIDDLER'S CREEK, PHASE 2A, UNIT ONE  
PLAT BOOK 35, PAGE 92 THROUGH 95

LYING IN  
SECTIONS 14 AND 23, TOWNSHIP 51 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

<b>*NOTA SURVEY*</b>	DRAWN BY:	KJG
	CHECKED BY:	DLS
	JOB CODE:	FC6PE
	SCALE:	1" = 100'
	DATE:	6/5/2023
	FILE:	23-15-CDDSL
SHEET:	3 of 3	

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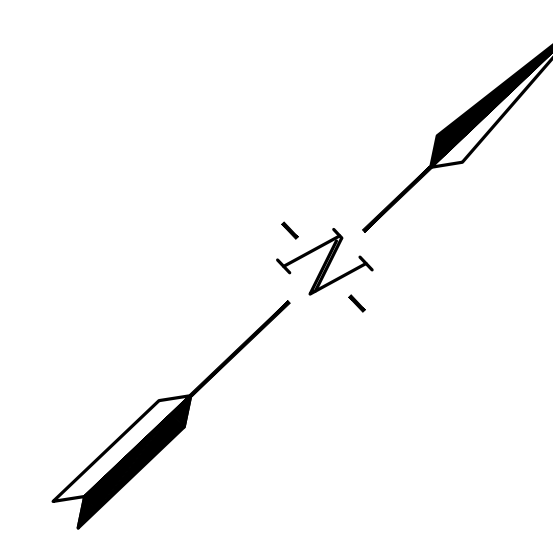
**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**5D**



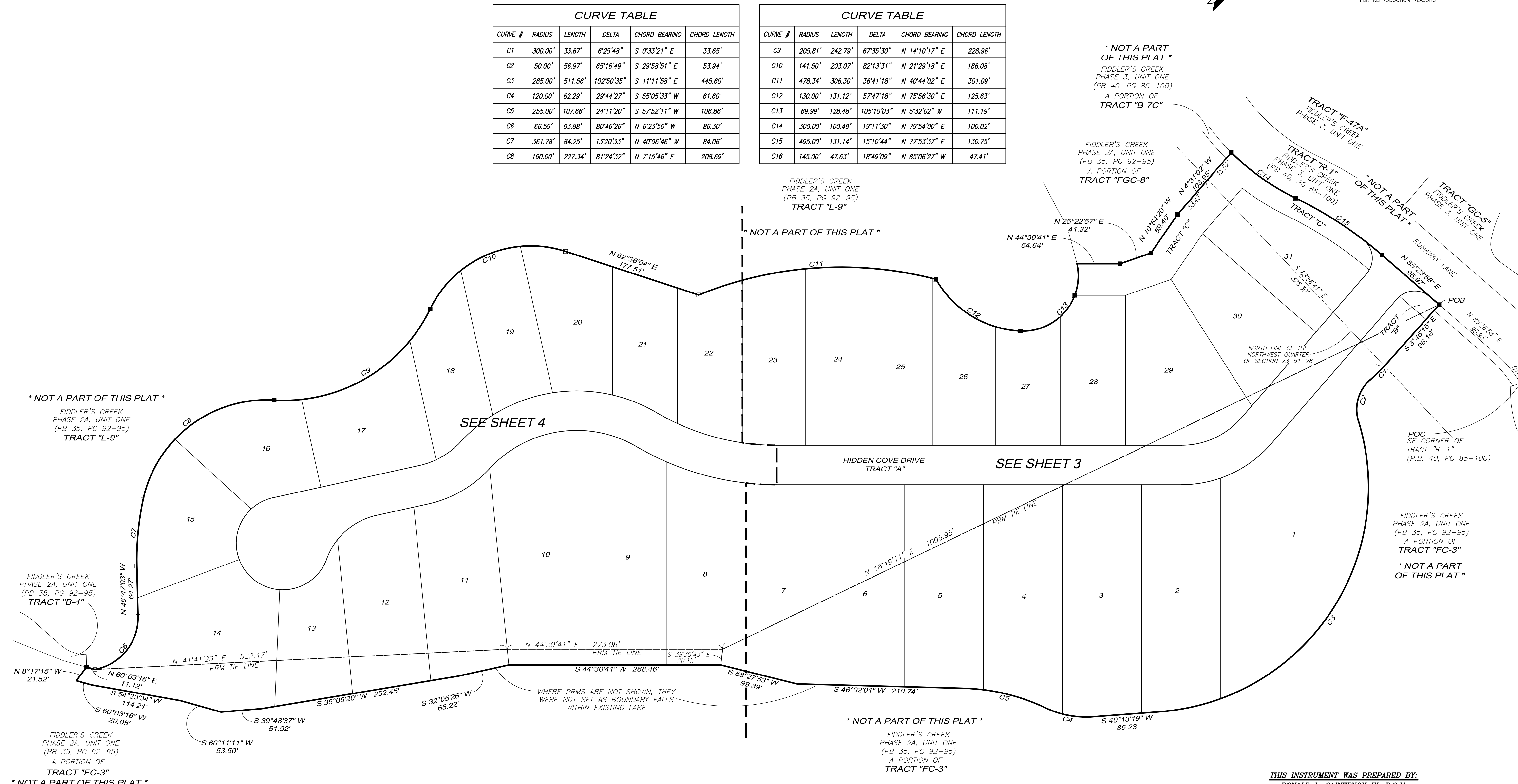
# HIDDEN COVE

A REPLAT OF ALL OF TRACT "6" AND A PORTION OF TRACTS "FC-3, AND "FCG-8"  
FIDDLER'S CREEK PHASE 2A, UNIT ONE, PLAT BOOK 35, PAGES 92 THROUGH 95  
AND A PORTION OF TRACT "B-7C", FIDDLER'S CREEK PHASE 3, UNIT ONE,  
PLAT BOOK 40, PAGES 85 THROUGH 100, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA  
A SUBDIVISION LOCATED IN SECTIONS 14 AND 23,  
TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	300.00'	33.67'	6°25'48"	S 0°33'21" E	33.65'
C2	50.00'	56.97'	65°16'49"	S 29°58'51" E	53.94'
C3	285.00'	511.56'	102°50'35"	S 11°11'58" E	445.60'
C4	120.00'	62.29'	29°44'27"	S 55°05'33" W	61.60'
C5	255.00'	107.66'	24°11'20"	S 57°52'11" W	106.86'
C6	66.59'	93.88'	80°46'26"	N 6°23'50" W	86.30'
C7	361.78'	84.25'	13°20'33"	N 40°06'46" W	84.06'
C8	160.00'	227.34'	81°24'32"	N 7°15'46" E	208.69'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C9	205.81'	242.79'	67°35'30"	N 14°10'17" E	228.96'
C10	141.50'	203.07'	82°13'31"	N 21°29'18" E	186.08'
C11	478.34'	306.30'	36°41'18"	N 40°44'02" E	301.09'
C12	130.00'	131.12'	57°47'18"	N 75°56'30" E	125.63'
C13	69.99'	128.48'	105°10'03"	N 5°32'02" W	111.19'
C14	300.00'	100.49'	19°11'30"	N 79°54'00" E	100.02'
C15	495.00'	131.14'	15°10'44"	N 77°53'37" E	130.75'
C16	145.00'	47.63'	18°49'09"	N 85°06'27" W	47.41'



\* NOT A PART OF THIS PLAT \*  
FIDDLER'S CREEK PHASE 3, UNIT ONE (PB 40, PG 85-100)  
A PORTION OF TRACT "B-7C"

FIDDLER'S CREEK PHASE 2A, UNIT ONE (PB 35, PG 92-95)  
A PORTION OF TRACT "FCG-8"

FIDDLER'S CREEK PHASE 2A, UNIT ONE (PB 35, PG 92-95)  
TRACT "L-9"  
\* NOT A PART OF THIS PLAT \*

\* NOT A PART OF THIS PLAT \*  
FIDDLER'S CREEK PHASE 2A, UNIT ONE (PB 35, PG 92-95)  
TRACT "L-9"

FIDDLER'S CREEK PHASE 2A, UNIT ONE (PB 35, PG 92-95)  
TRACT "B-4"

FIDDLER'S CREEK PHASE 2A, UNIT ONE (PB 35, PG 92-95)  
A PORTION OF TRACT "FC-3"  
\* NOT A PART OF THIS PLAT \*

\* NOT A PART OF THIS PLAT \*  
FIDDLER'S CREEK PHASE 2A, UNIT ONE (PB 35, PG 92-95)  
A PORTION OF TRACT "FC-3"

POC  
SE CORNER OF TRACT "R-1" (P.B. 40, PG 85-100)

FIDDLER'S CREEK PHASE 2A, UNIT ONE (PB 35, PG 92-95)  
A PORTION OF TRACT "FC-3"  
\* NOT A PART OF THIS PLAT \*

THIS INSTRUMENT WAS PREPARED BY:  
DONALD L. SAINTENOY III, P.S.M.

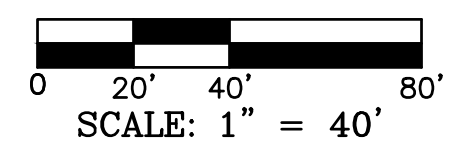
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3800 Via Del Rey  
Bonita Springs, Florida 34134  
TECH: KEVIN GEORGESON  
JOB CODE: FC6PE

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3800 Via Del Rey  
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Fort Myers: 239.690.4380  
FILE: 23-15-PLT.DWG

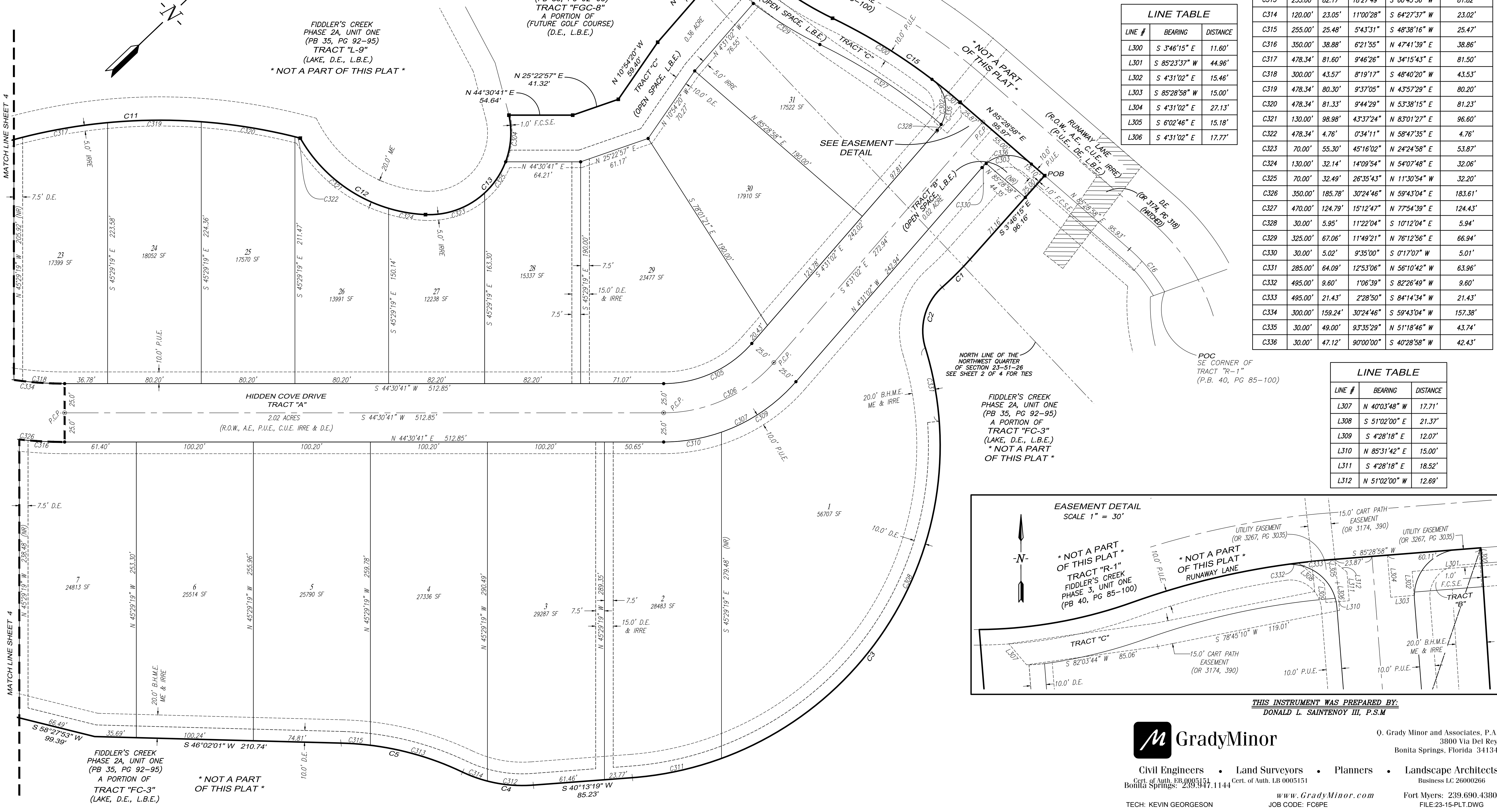
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# HIDDEN COVE

A REPLAT OF ALL OF TRACT "6" AND A PORTION OF TRACTS "FC-3, AND "FCG-8"  
 FIDDLER'S CREEK PHASE 2A, UNIT ONE, PLAT BOOK 35, PAGES 92 THROUGH 95  
 AND A PORTION OF TRACT "B-7C", FIDDLER'S CREEK PHASE 3, UNIT ONE,  
 PLAT BOOK 40, PAGES 85 THROUGH 100, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA  
 A SUBDIVISION LOCATED IN SECTIONS 14 AND 23,  
 TOWNSHIP 51 SOUTH, RANGE 26 EAST,  
 COLLIER COUNTY, FLORIDA.



THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

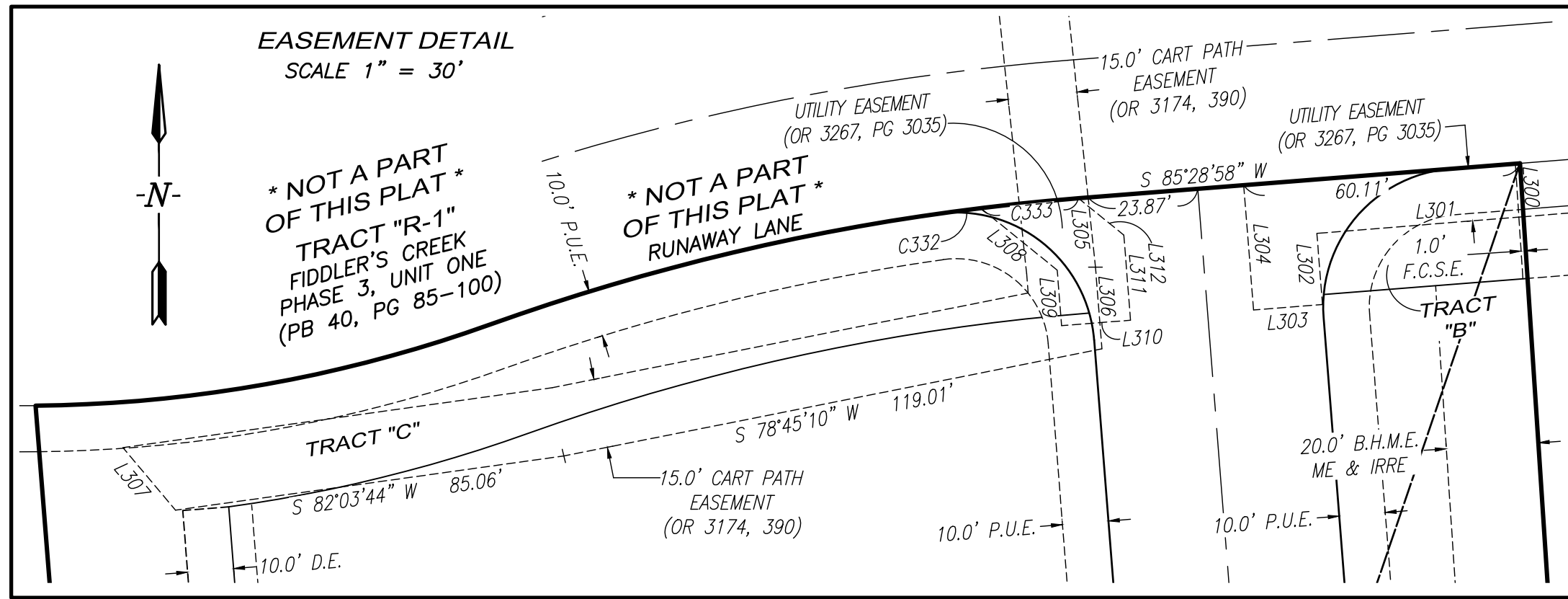


CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	300.00'	33.67'	6°25'48"	S 0°33'21" E	33.65'
C2	50.00'	56.97'	65°16'49"	S 29°58'51" E	53.94'
C3	285.00'	511.56'	102°50'35"	S 11°11'58" E	445.60'
C4	120.00'	62.29'	29°44'27"	S 55°05'33" W	61.60'
C5	255.00'	107.66'	24°11'20"	S 57°52'11" W	106.86'
C11	478.34'	306.30'	36°41'18"	N 40°44'02" E	301.09'
C12	130.00'	131.12'	57°47'18"	N 75°56'30" E	125.63'
C13	70.00'	128.48'	105°10'03"	N 5°32'02" W	111.19'
C14	300.00'	100.49'	19°11'30"	N 79°54'00" E	100.02'
C15	495.00'	131.14'	15°10'44"	N 77°53'37" E	130.75'
C16	145.00'	47.63'	18°49'09"	N 85°06'27" W	47.41'
C300	495.00'	100.11'	11°35'14"	S 76°05'52" W	99.94'
C301	495.00'	31.03'	3°35'29"	S 63°41'14" W	31.02'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C302	30.00'	43.05'	82°12'46"	N 57°00'08" W	39.45'
C303	30.00'	42.10'	80°24'21"	S 45°16'47" W	38.73'
C304	70.00'	40.68'	33°18'19"	N 41°27'55" W	40.12'
C305	100.00'	85.57'	49°01'43"	N 19°59'50" E	82.98'
C306	125.00'	106.96'	49°01'43"	N 19°59'50" E	103.73'
C307	150.00'	128.36'	49°01'43"	N 19°59'50" E	124.48'
C308	285.00'	433.05'	87°03'35"	N 19°05'28" W	392.58'
C309	150.00'	77.86'	29°44'31"	N 102°13' E	76.99'
C310	150.00'	50.49'	19°17'12"	N 34°52'05" E	50.25'
C311	285.00'	78.51'	15°47'00"	S 32°19'50" W	78.26'
C312	120.00'	39.24'	18°44'05"	S 49°35'21" W	39.06'
C313	255.00'	82.17'	18°27'49"	S 60°43'56" W	81.82'
C314	120.00'	23.05'	11°00'28"	S 64°27'37" W	23.02'
C315	255.00'	25.48'	5°43'31"	S 48°38'16" W	25.47'
C316	350.00'	38.88'	6°21'55"	N 47°41'39" E	38.86'
C317	478.34'	81.60'	9°46'26"	N 34°15'43" E	81.50'
C318	300.00'	43.57'	8°19'17"	S 48°40'20" W	43.53'
C319	478.34'	80.30'	9°37'05"	N 43°57'29" E	80.20'
C320	478.34'	81.33'	9°44'29"	N 53°38'15" E	81.23'
C321	130.00'	98.98'	43°37'24"	N 83°01'27" E	96.60'
C322	478.34'	4.76'	0°34'11"	N 58°47'35" E	4.76'
C323	70.00'	55.30'	45°16'02"	N 24°24'58" E	53.87'
C324	130.00'	32.14'	14°09'54"	N 54°07'48" E	32.06'
C325	70.00'	32.49'	26°35'43"	N 11°30'54" W	32.20'
C326	350.00'	185.78'	30°24'46"	N 59°43'04" E	183.61'
C327	470.00'	124.79'	15°12'47"	N 77°54'39" E	124.43'
C328	30.00'	5.95'	11°22'04"	S 10°12'04" E	5.94'
C329	325.00'	67.06'	11°49'21"	N 76°12'56" E	66.94'
C330	30.00'	5.02'	9°35'00"	S 0°17'07" W	5.01'
C331	285.00'	64.09'	12°53'06"	N 56°10'42" W	63.96'
C332	495.00'	9.60'	1°06'39"	S 82°26'49" W	9.60'
C333	495.00'	21.43'	2°28'50"	S 84°14'34" W	21.43'
C334	300.00'	159.24'	30°24'46"	S 59°43'04" W	157.38'
C335	30.00'	49.00'	93°35'29"	N 51°18'46" W	43.74'
C336	30.00'	47.12'	90°00'00"	S 40°28'58" W	42.43'

LINE TABLE		
LINE #	BEARING	DISTANCE
L300	S 3°46'15" E	11.60'
L301	S 85°23'37" W	44.96'
L302	S 4°31'02" E	15.46'
L303	S 85°28'58" W	15.00'
L304	S 4°31'02" E	27.13'
L305	S 6°02'46" E	15.18'
L306	S 4°31'02" E	17.77'

LINE TABLE		
LINE #	BEARING	DISTANCE
L307	N 40°03'48" W	17.71'
L308	S 51°02'00" E	21.37'
L309	S 4°28'18" E	12.07'
L310	N 85°31'42" E	15.00'
L311	S 4°28'18" E	18.52'
L312	N 51°02'00" W	12.69'



THIS INSTRUMENT WAS PREPARED BY:  
 DONALD L. SAINTENOY III, P.S.M.

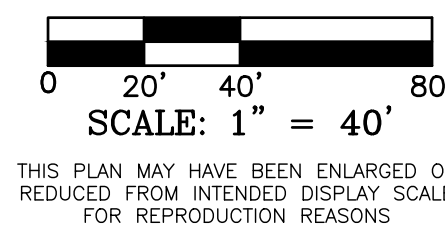
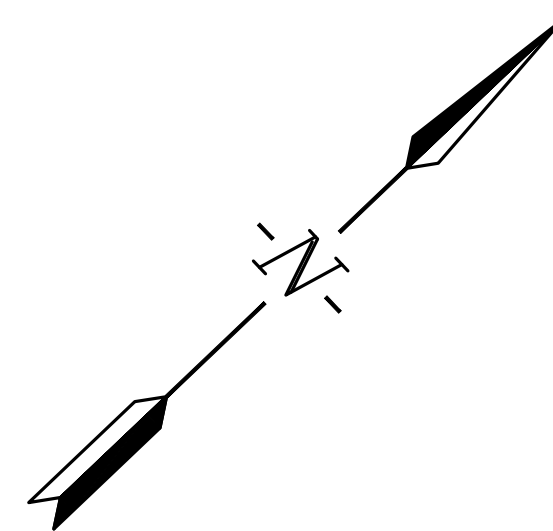


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 FILE: 23-15-PLT.DWG

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# HIDDEN COVE

A REPLAT OF ALL OF TRACT "6" AND A PORTION OF TRACTS "FC-3, AND "FCG-8"  
FIDDLER'S CREEK PHASE 2A, UNIT ONE, PLAT BOOK 35, PAGES 92 THROUGH 95  
AND A PORTION OF TRACT "B-7C", FIDDLER'S CREEK PHASE 3, UNIT ONE,  
PLAT BOOK 40, PAGES 85 THROUGH 100, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA  
A SUBDIVISION LOCATED IN SECTIONS 14 AND 23,  
TOWNSHIP 51 SOUTH, RANGE 26 EAST,  
COLLIER COUNTY, FLORIDA.



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C6	66.59'	93.88'	80°46'26"	N 6°23'50" W	86.30'
C7	361.78'	84.25'	13°20'33"	N 40°06'46" W	84.06'
C8	160.00'	227.34'	81°24'32"	N 7°15'46" E	208.69'
C9	205.81'	242.79'	67°35'30"	N 14°10'17" E	228.96'
C10	141.50'	203.07'	82°13'31"	N 21°29'18" E	186.08'
C11	478.34'	306.30'	36°41'18"	N 40°44'02" E	301.09'

FIDDLER'S CREEK  
PHASE 2A, UNIT ONE  
(PB 35, PG 92-95)  
TRACT "L-9"  
(LAKE, D.E., L.B.E.)  
\* NOT A PART OF THIS PLAT \*

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C400	325.00'	172.51'	30°24'46"	N 59°43'04" E	170.49'
C401	300.00'	159.24'	30°24'46"	N 59°43'04" E	157.38'
C402	350.00'	185.78'	30°24'46"	N 59°43'04" E	183.61'
C403	150.00'	203.57'	77°45'32"	S 36°02'41" W	188.31'
C404	175.00'	237.50'	77°45'32"	S 36°02'41" W	219.69'
C405	200.00'	271.43'	77°45'32"	S 36°02'41" W	251.07'
C406	100.00'	60.96'	34°55'32"	N 14°37'40" E	60.02'
C407	125.00'	76.20'	34°55'32"	N 14°37'40" E	75.02'
C408	150.00'	91.43'	34°55'32"	N 14°37'40" E	90.03'
C409	87.00'	87.62'	57°42'26"	S 3°14'13" W	83.97'
C410	100.00'	53.35'	30°33'56"	S 16°48'28" W	52.72'
C411	59.00'	244.78'	237°42'26"	S 86°45'47" E	103.35'
C412	350.00'	104.06'	17°02'06"	N 59°23'39" E	103.68'
C413	150.00'	65.68'	25°05'18"	N 62°22'48" E	65.16'
C414	350.00'	42.84'	7°00'45"	N 71°25'05" E	42.81'
C415	150.00'	137.89'	52°40'14"	N 23°30'02" E	133.09'
C416	87.00'	59.22'	39°00'14"	N 12°35'19" E	58.09'
C417	87.00'	28.40'	18°42'12"	N 16°15'54" W	28.27'
C418	59.00'	76.21'	74°00'48"	N 11°23'24" E	71.03'
C419	59.00'	67.47'	65°31'15"	N 81°09'26" E	63.85'
C420	160.00'	87.85'	31°27'29"	N 17°42'45" W	86.75'
C421	59.00'	69.86'	67°50'17"	S 32°09'48" E	65.85'
C422	205.81'	34.59'	9°37'43"	N 43°09'12" E	34.55'
C423	59.00'	31.24'	30°20'06"	S 16°55'23" W	30.87'
C424	160.00'	139.49'	49°57'03"	N 22°59'30" E	135.11'
C425	205.81'	160.08'	44°33'49"	N 16°03'26" E	156.07'
C426	100.00'	22.19'	12°42'52"	S 25°44'00" W	22.15'
C427	141.50'	62.63'	25°21'31"	N 6°56'38" W	62.12'
C428	200.00'	53.01'	15°11'15"	S 4°45'32" W	52.86'
C429	100.00'	38.77'	22°12'40"	S 8°16'15" W	38.52'
C430	205.81'	48.13'	13°24'01"	N 12°55'29" W	48.02'
C431	141.50'	82.52'	33°24'42"	N 22°26'29" E	81.35'
C432	200.00'	81.56'	23°21'58"	S 24°02'08" W	81.00'
C433	200.00'	76.38'	21°52'57"	S 46°39'36" W	75.92'
C434	141.50'	57.92'	23°27'09"	N 50°52'25" E	57.52'
C435	300.00'	29.63'	5°39'31"	S 72°05'42" W	29.62'
C436	200.00'	60.47'	17°19'23"	S 66°15'46" W	60.24'
C437	478.34'	58.32'	6°59'06"	N 25°52'56" E	58.28'
C438	300.00'	86.04'	16°25'58"	S 61°02'57" W	85.75'

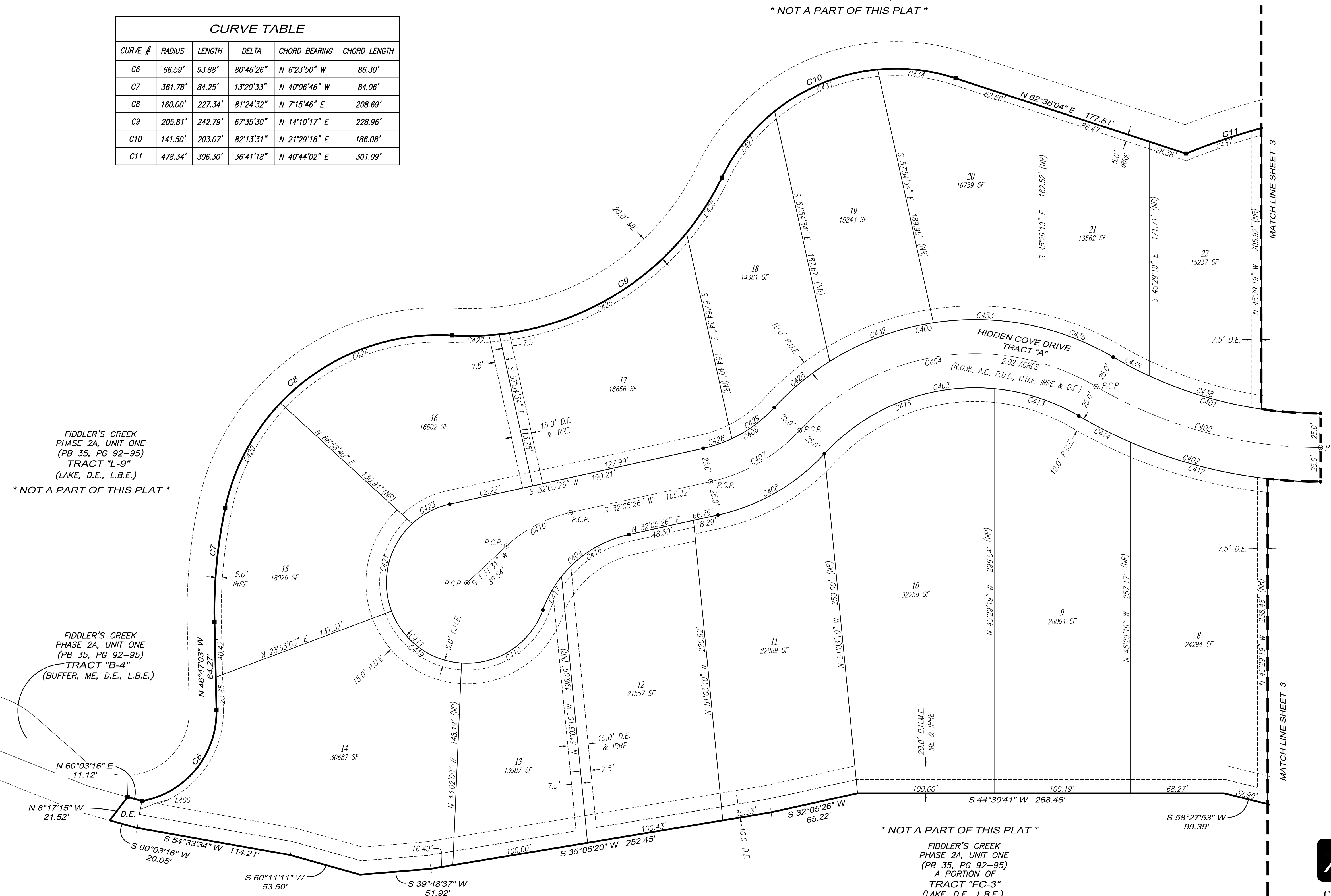
LINE TABLE		
LINE #	BEARING	DISTANCE
L400	N 32°41'35" W	10.01'

THIS INSTRUMENT WAS PREPARED BY:  
DONALD L. SAINTENOY III, P.S.M.



Civil Engineers • Land Surveyors • Planners • Landscape Architects  
 Cert. of Auth. EB 10003147, 2023.03.17, 1144  
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 TECH: KEVIN GEORGESON  
 JOB CODE: FC6PE  
 FILE: 23-15-PLT.DWG

Q. Grady Minor and Associates, P.A.  
 3800 Via Del Rey  
 Bonita Springs, Florida 34134



FIDDLER'S CREEK  
PHASE 2A, UNIT ONE  
(PB 35, PG 92-95)  
TRACT "L-9"  
(LAKE, D.E., L.B.E.)  
\* NOT A PART OF THIS PLAT \*

FIDDLER'S CREEK  
PHASE 2A, UNIT ONE  
(PB 35, PG 92-95)  
TRACT "B-4"  
(BUFFER, ME, D.E., L.B.E.)

\* NOT A PART OF THIS PLAT \*  
 FIDDLER'S CREEK  
PHASE 2A, UNIT ONE  
(PB 35, PG 92-95)  
A PORTION OF  
TRACT "FC-3"  
(LAKE, D.E., L.B.E.)



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

**6A**

# CDD I

---

NOVEMBER 2023

PRESENTED BY: RYAN HENNESSEY & JOSEPH PARISI

# CDD I FOUNDATION CONTRACTED RESPONSIBILITIES

1. Tree Canopy Trimming
2. Irrigation
  - [Irrigation@Fiddlerscreek.com](mailto:Irrigation@Fiddlerscreek.com)
3. Pressure Washing
  - [Pressurewashing@Fiddlerscreek.com](mailto:Pressurewashing@Fiddlerscreek.com)

# TREE CANOPY TRIMMING

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- Trimming palms, fruited palms and hardwood.
- Dead frond removal from the Club and Spa.



# IRRIGATION PROJECTED USAGE

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- 19 Programmed Village Satellites
  - Monday, Wednesday & Saturday
  - 9:00 pm – 8:00 am
  - 13 Possible Run Cycles / 1 rain hold
- 11 Programmed Common Satellites
  - Tuesday, Thursday & Sunday
  - 13 Possible Run Cycles / 0 rain holds
- November Estimated Water Calculation Usage
  - Villages: 8,478,836 Gallons
  - Common: 10,253,243 Gallons
- Total Water Usage in November 2023 was 59,785,391 gallons.  
Total Water Usage in November 2022 was 55,302,876 gallons.
- \*Does not account for non-scheduled water usage such as leaks, wet checks, manual runs, battery timers, individual residential timers, and manual Toro clocks.



# IRRIGATION REPORT

The irrigation manager found these problems in the month of November:



## I-10 Guardhouse 2

11/28/23- The satellite failed to communicate. A bad modem was found to be the problem. It was replaced without cost, since it was under warranty.

# PRESSURE WASHING

---

- Past 30 Days:
  - Fiddlers Creek Parkway
  - Whisper Trace
  - Bent Creek
  - Mallards
  - Peppertree
  - Bellagio
- Projected next 30 days:
  - Sandpiper Drive



# Current Month's Projected Plan

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

# 2023 Mapping







Questions?



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

**6B**

# Safety Department Update

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Department of Safety, Health & Environment

DIRECTOR OF COMMUNITY SERVICES –  
Ryan Hennessey

SAFETY MANAGER – Richard Renaud



Fiddler's Creek®

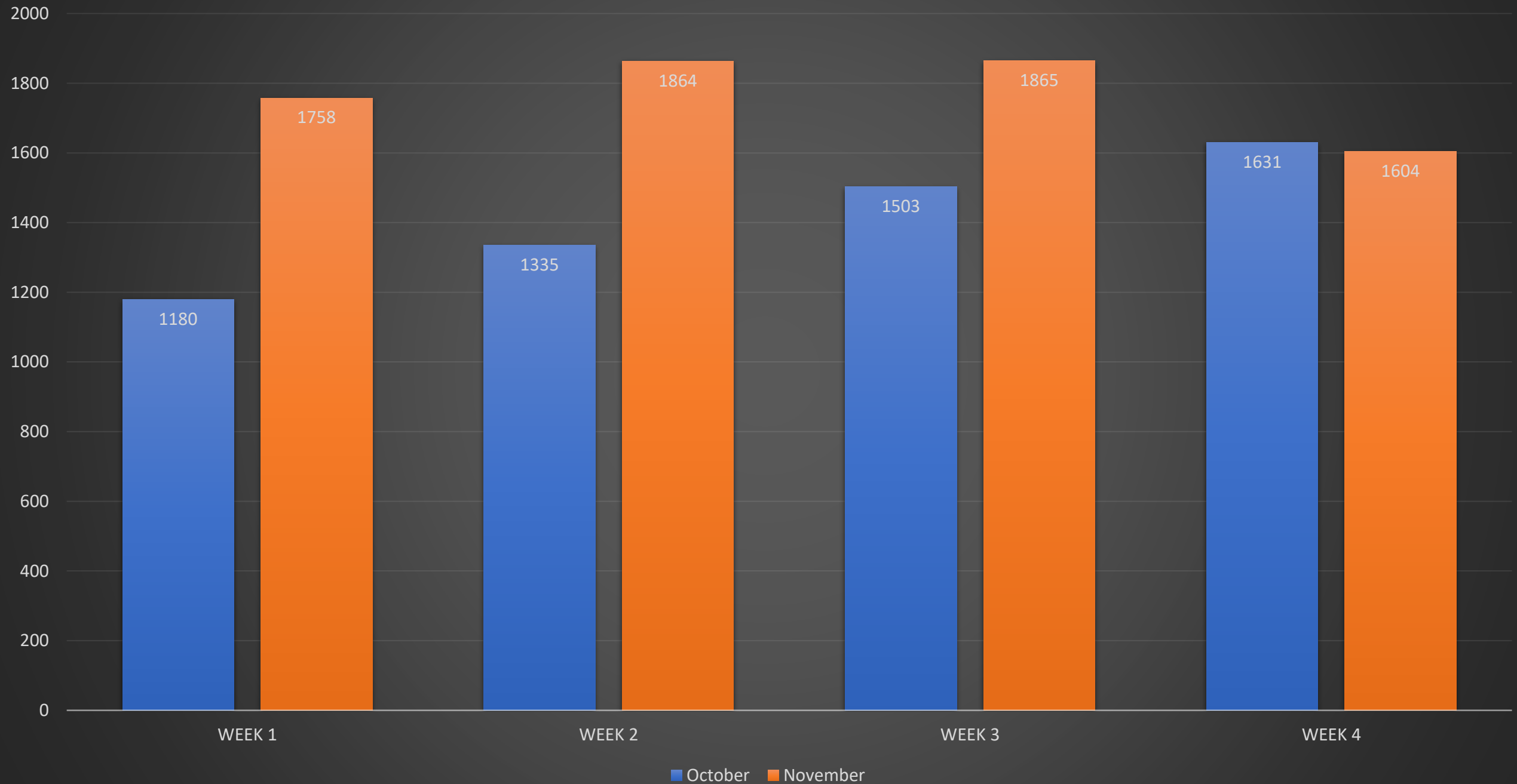
# Gate Access Control

- Enter your guest information on the member's website
- Use the Fiddler's Creek mobile app to register guests
- Call the automated gate house at 239-529-4139
- IF YOU EXPERIENCE DIFFICULTY WITH ANY OF THESE,  
PLEASE SEND THE INFORMATION TO  
[safety@fiddlerscreek.com](mailto: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

# Occupancy Report: October 2023-November 2023

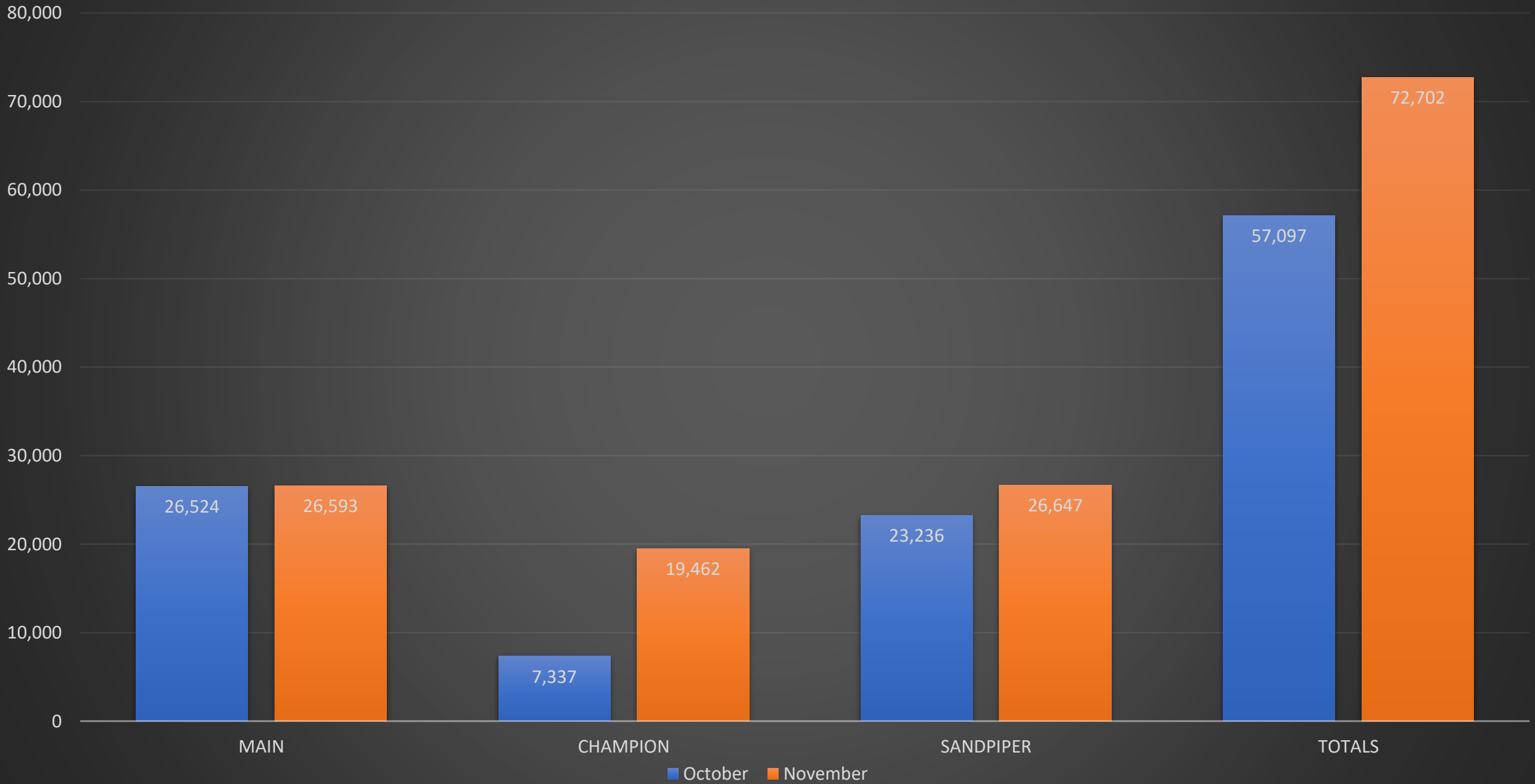


# GATEHOUSES and PATROLS

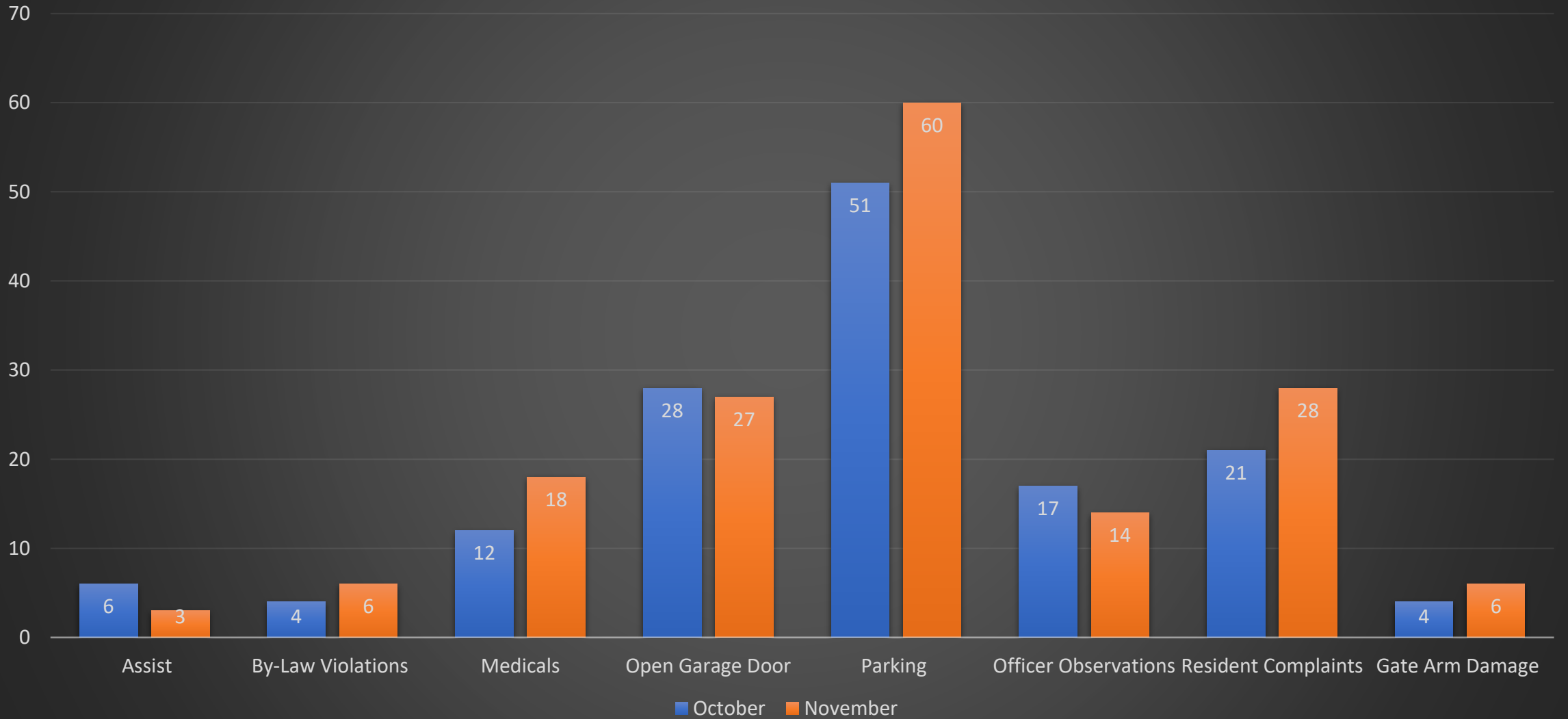
- Sandpiper, Championship, Main
- 24x7
- 2 Patrols per shift.
- 24x7



# GATE HOUSE ACTIVITY: October 2023-November 2023



## Incident Reports: October 2023-November 2023





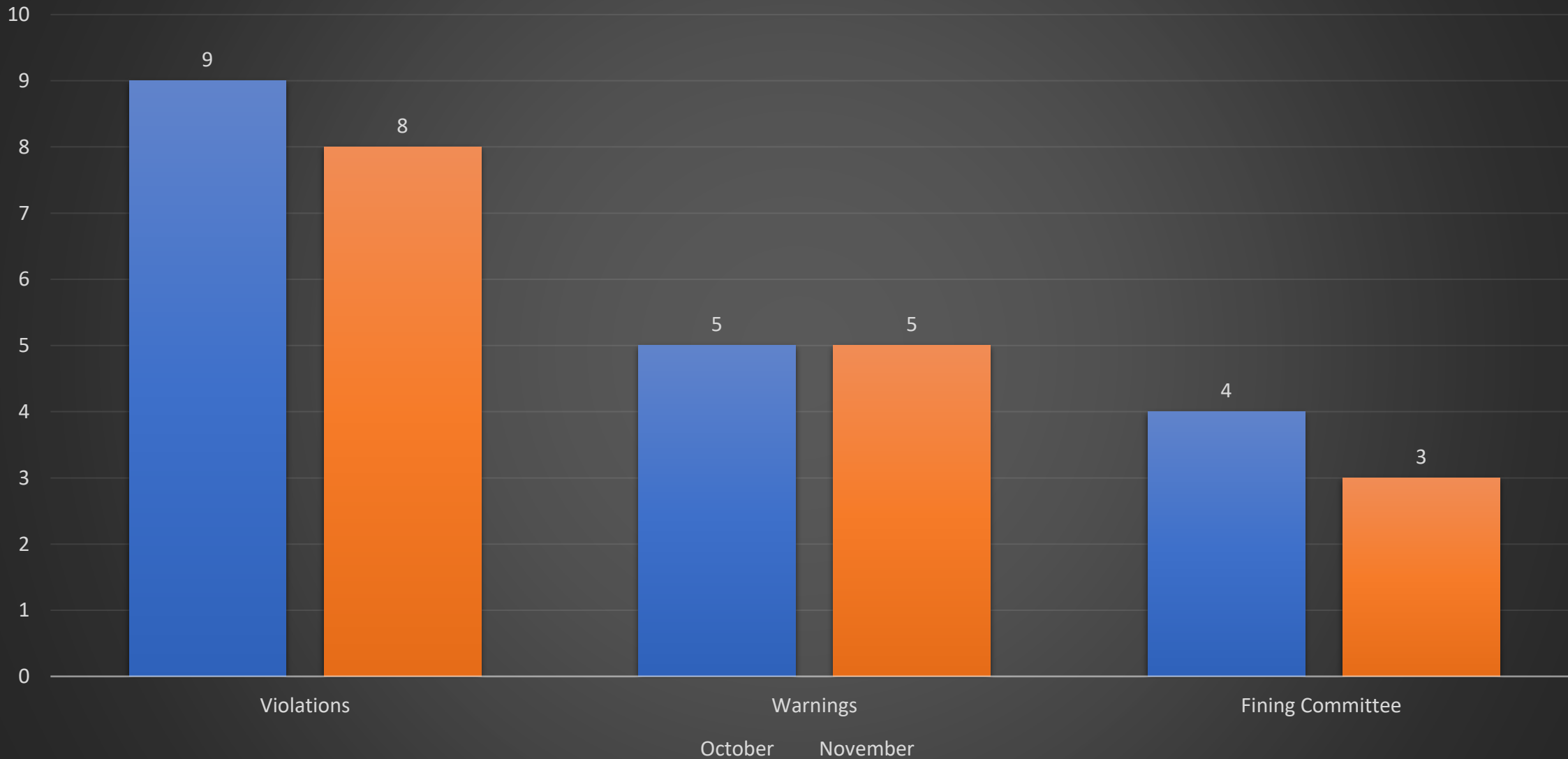
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## SPEED DETECTION and ENFORCEMENT

- Portable speed detection device
- Deployed throughout Fiddler's Creek at random
- Fixed device located on Cherry Oaks Trail



# Traffic Hawk Speeding Violations: October 2023-November 2023



QUESTIONS?

- Thank you



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

**9**

# FIDDLER'S CREEK FOUNDATION, INC.

8156 FIDDLER'S CREEK PARKWAY  
NAPLES, FLORIDA 34114  
TELEPHONE (239) 732-9400  
FACSIMILE (239) 732-9402

WRITER'S E-MAIL  
PARISJ@GULFBAY.COM

October 9, 2023

Via Email Only [[adamsc@whhassociates.com](mailto:adamsc@whhassociates.com) and [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)]

Board of Supervisors  
Fiddler's Creek Community Development District 1  
c/o Wrathell, Hunt & Associates, LLC  
9220 Bonita Beach Road, Suite 214  
Bonita Springs, FL 34135

Attn.: Chuck Adamas, District Manager (and Cleo Adams)

**RE: Service Agreement – Irrigation Maintenance effective January 1, 2023 (the “Agreement”) between Fiddler’s Creek Community Development District 1 (the “District”) and Fiddlers Creek Foundation, Inc.**

Dear Board of Supervisors:


The Irrigation Manager has completed his physical inspection and written report of the condition of the District's irrigation satellite stations in furtherance of the Agreement. His written report containing details of his inspection is attached.

Please contact us if you have any questions (or we can discuss them at the next CDD meeting).

Very truly yours,

FIDDLER'S CREEK FOUNDATION, INC.

By:

  
\_\_\_\_\_  
Joseph L. Paris, as President  
And not individually

**Detailed Satellite Inspection Reports for CDD #1**  
**Satellites)**

**(#1 of 11 Total**

**1-2 GuardHouse – (1<sup>st</sup> Generation) Communicating**

- Antenna - External Yagi
- Radio – Motorola M1225 (Original Analog)
- 15 Active Zones – Fiddlers Creek Pkwy
- 110a Power Supply Breaker - Inside Guardhouse
- Actions - Applied Insecticide



**Detailed Satellite Inspection Reports for CDD #1**  
**Satellites)**

**(#2 of 11 Total**

### 1-3 FCP@BentCreek - (1<sup>st</sup> Generation) Communicating

- Antenna - External Yagi
- Radio – Motorola CM200d (Digital New)
- 25 Active Zones – Fiddlers Creek Pkwy
- \*Unknown 110a Power Supply or Breaker (\*Need to Locate or Install)
- Pedestal Slightly Buried by Mulch
- Actions – Cleared Debris from Pedestal & Applied Insecticide



## Detailed Satellite Inspection Reports for CDD #1 (#3 of 11 Total Satellites)

### 1-4 Mulberry Row - (1<sup>st</sup> Generation) Communicating

- Antenna - External Yagi
- Radio – Motorola CM200d (Digital New)
- 12 Active Zones – Mulberry (South End)
- Breaker in Pepper Tree Commons - At bend close to boundary wall and curb
- Actions - Applied Insecticide





**Detailed Satellite Inspection Reports for CDD #1**  
**Satellites)**

**(#4 of 11 Total**

**1-5 Second Tunnel - (1<sup>st</sup> Generation) Communicating**

- Antenna - External Yagi
- Radio – Motorola M1225 (Original Analog)
- 22 Active Zones – Fiddlers Creek Pkwy
- 110a Power Supply Breaker - At Satellite location
- Actions - Applied Insecticide



**Detailed Satellite Inspection Reports for CDD #1**  
**Satellites)**

**(#5 of 11 Total**

**1-7 Third Tunnel - (1<sup>st</sup> Generation) Communicating**

- Antenna - External Yagi
- Radio – Motorola M1225 (Original Analog)
- 30 Active Zones – FCP & Championship
- 110a Power Supply Breaker – 30' West Down Championship at FPL Transformer #4604
- Actions - Applied Insecticide



**Detailed Satellite Inspection Reports for CDD #1**  
**Satellites)**

**(#6 of 11 Total**

**1-8 Isla&Champ - (1<sup>st</sup> Generation) Communicating**

- Antenna - External Yagi
- Radio – Motorola CM200d (Digital New)
- 22 Active Zones – Championship
- 110a Power Supply Breaker – Next to Satellite
- Actions - Applied Insecticide



**Detailed Satellite Inspection Reports for CDD #1**  
**Satellites)**

**(#7 of 11 Total**

**1-9 Champ@Mulrow - (1<sup>st</sup> Generation) Communicating**

- Antenna - External Yagi
- Radio – Motorola M1225 (Original Analog)
- 24 Active Zones – Championship
- 110a Power Supply Breaker – Next to Satellite (Recently Installed)
- Actions - Applied Insecticide



**Detailed Satellite Inspection Reports for CDD #1**  
**Satellites)**

**(#8 of 11 Total**

**1-10 GuardHouse 2 - (1<sup>st</sup> Generation) Communicating**

- Antenna - External Yagi
- Radio – Motorola CM200d (Digital New)
- 10 Active Zones – Championship
- 110a Power Supply Breaker – Next to Satellite
- Actions - Applied Insecticide



**Detailed Satellite Inspection Reports for CDD #1**  
**Satellites)**

**(#9 of 11 Total**

**1-12 Fourth Tunnel - (1<sup>st</sup> Generation) Communicating**

- Antenna - External Yagi
- Radio – Motorola M1225 (Original Analog)
- 27 Active Zones – Fiddlers Creek Pkwy
- 110a Power Supply Breaker – Inside Cascada Gate 1<sup>st</sup> Transformer on Left
- **Mulch / Debris Build-up around Pedestal**
- Actions – Cleared Mulch / Debris and Applied Insecticide



## Detailed Satellite Inspection Reports for CDD #1 (#10 of 11 Total Satellites)

### 1-13 Mahogany - (1<sup>st</sup> Generation) Communicating

- Antenna - External Yagi
- Radio – Motorola CM200d (Digital New)
- 14 Active Zones – Mahogany Bend Commons
- \*Unknown 110a Power Supply or Breaker (\*Need to Locate or Install)
- Shrubs Encroaching on Cabinet
- Actions – Pruned Shrubs and Applied Insecticide



## Detailed Satellite Inspection Reports for CDD #1 (#11 of 11 Total Satellites)

### 1-16 Club Center - (2nd Generation) Communicating

- Antenna – Internal Pancake (Original Factory)
- Radio – MAXON (Digital New)
- 33 Active Zones – Club Center Blvd Commons
- \*Unknown 110a Power Supply or Breaker (\*Need to Locate or Install)
- Actions – Applied Insecticide

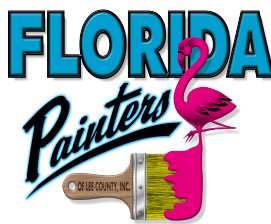




**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**10A**

240 Rose Street  
N. Fort Myers, FL 33903-3721  
(239) 997-2133 Fax (239) 997-2259  
Naples (239) 775-2133



Proposal Date: 10/24/2023

Submitted By: Kimberly Alkema

Kim@floridapainters.com

**Client:**

Fiddlers Creek CDD #1  
9220 Bonita Beach Rd 214  
Naples FL 34135

**Contact:** Cleo Adams

**Phone:** (239) 498-9020

**Fax:**

**Email:** adamsc@whhassociates.com

**Project:**

230692  
Fiddlers Creek - Runaway Bridge  
3262 Runaway Ln  
Naples FL 34114

Bridge sides

26,900.00

**Total Bid:**

26,900.00

To provide exterior preparation and painting at the Runaway Bridge located in Fiddlers Creek.

Areas of Work to Include:

1) One side of the bridge.

Scope of Work to Include:

1) Remove stone.

2) Stucco with a skip trowel texture.

3) Apply one coat of Hot Stucco Primer.

4) Finish with two coats of Latitude Satin Exterior. (Color SW6119 Antique White)

Clarifications:

1) A 25% deposit is required to start this project.

2) Progress billing is done on the 15th and 30th of the month. Due within 45 days.

3) This project may take 3-4 weeks to complete.

If the person signing does not have the owners authority, the signing person becomes personally responsible.

Customer Sign: \_\_\_\_\_ FL Painters Rep. Sign: \_\_\_\_\_

Date: \_\_\_\_\_

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

TERMS: Interest at 1.5% (18% ann.) will be added from the due date until paid. If litigation occurs; collection, attorney fees and court costs will be added.

WE DO ACCEPT VISA & MASTER CARD - HOWEVER THERE IS A 3% CHARGE TO COVER FEES ON ALL TRANSACTIONS

Sherwin Williams

Roman column

(SW 7562)

Sherwin Williams

Antique white

(SW 6119)

vs

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

**10B**



**M.C.S**  
One Call for ALL

2204 Northeast 28th Street • Cape Coral, FL 33909 • Phone: 239-462-6821

Wrathell, Hunt & Associates, LLC  
Phone: (239) 989-2939

9220 Bonita Beach Road  
Bonita Springs, FL 34135

Job Address:  
3262 Runaway Lane  
Naples, FL 34114

**Print Date:** 10-19-2023

## Proposal for Runaway bridge - Fiddlers #1

### CONTRACTOR AGREEMENT

THIS AGREEMENT by and between MIKE CARROLL SERVICES LLC, hereinafter called the Contractor, and Fiddlers Creek CCD 1, hereinafter called the Owner.

WITNESS, that Contractor and Owner for the consideration named agree as follows:

### ARTICLE 1. SCOPE OF WORK

Contractor shall as required and contracted, furnish all materials and perform all work described below, and on plans dated DATE as it pertains to work to be performed on property located at the referenced site address.

Check out website for any inquires about us! - [www.mikecarrollservices.com](http://www.mikecarrollservices.com)

Items	Description	Qty/Unit
2010 - Demo	Rock covering on top lip of 2 sides of bridge	1
1650 - Dumpster		1
5350 - Masonry Labor	Stucco top lip of 2 sides of bridge	1

Total Price: \$4,480.00

## ARTICLE 2. TIME OF COMPLETION

Project duration for agreed scope is expected to span approximately 1 weeks from start date. Contractor shall diligently pursue construction of the Project and shall use its best efforts to substantially complete construction of the Project by the above-identified date of substantial completion. If Contractor is delayed at any time in the progress of construction by (1) any act of neglect of Owner, (2) any changes ordered in the construction, (3) material shortages, adverse weather conditions, or delays in transportation, (4) acts of God, or (5) any similar circumstances outside of the Contractor's reasonable control, then the time for substantial completion of construction of the Project shall be extended by written change orders prepared by Contractor at the time the delay occurs (within 48 hours) to be reasonably agreed upon and executed between Owner and Contractor to account for the delays experienced and to include the revised date for Substantial Completion as required herein.

## ARTICLE 3. PROGRESS PAYMENTS

Payments to be distributed as listed below. All funds less 5% withholding due and payable to Contractor upon Full completion as defined in ARTICLE 7. WARRANTY. Withholding due and payable to Contractor upon completion of Closing Punch List. Payment shall be due and payable as outlined. Payment is due within 5 days of invoicing. Interest of 10% per annum, or the maximum rate allowable by law, whichever is less, will be charged on unpaid invoices after the due date.

100% Upon completion

## ARTICLE 4. OWNER'S RESPONSIBILITY TO CONTRACTOR

Owner agrees to exercise best efforts to enable the Contractor to perform the Work in the best way and most expeditious manner by furnishing and approving in a timely manner all information and direction required by the Contractor in accordance with the requirements of the Contract Documents. Owner shall furnish surveys, plans and all other documents requested by Contractor that are necessary for the completion of the Work. Owner shall secure and pay for any such items specifically identified to be paid for by Owner in the Construction Price Breakdown summary.

## **ARTICLE 5. CONTRACTOR'S RESPONSIBILITY TO OWNER**

Contractor shall supervise and direct the Work consistent with the input and direction of Owner to complete the Project as provided for in the Drawings & Specifications. At completion of the Project, Contractor shall remove waste, tools, equipment, and surplus materials. Contractor shall obtain all required permits, licenses, and comply with and give notices required by agencies having jurisdiction over the Work. Contractor shall convey to Owner any warranties by manufacturers or suppliers for materials, products or systems furnished by Contractor. Contractor remains solely responsible for the payment of all subcontractors, and shall ensure that all Work required by law to be performed by duly licensed individuals is performed by properly licensed workers. Contractor remains responsible to Owner for the quality and completion of all Work performed by subcontractors. Contractor shall obtain certificates of insurance from all subcontractors.

## **ARTICLE 6. CHANGES IN THE PROJECT**

Changes in the Project consisting of addition, deletions or modification to the drawings or plans shall be authorized by written Change Order signed by Owner. Each such Change Order shall (i) detail the scope of change, (ii) state the cost of the change, (iii) become an additional exhibit to the Contract and (iv) become part of the Contract Documents. The total cost of the Project shall be adjusted according to the price set forth in the Change Order. Contractor reserves the right to refuse any change order which is not within the general scope of the Contract Documents, especially with regard to the requested change order's size, cost or impact on the construction schedule.

## **ARTICLE 7. WARRANTY**

Contractor warrants that the Project will be completed in substantial compliance with the Contract Documents and that the construction will be performed in a good and workmanlike manner using materials and methods consistent with agreed specifications and plans. Contractor shall correct, at its' own expense, any defects in the work due to faulty materials and/or workmanship pursuant to this Contract for a period of 12 months from the date of full completion. Full completion is defined as date of drafted Closing Punch List. Owner shall provide Contractor written notice of such defects within a reasonable time and in any event within the warranty period. Warranty claims critical to structure, function, health or safety will be addressed during the warranty period. Any other non-critical warranty claims will be addressed at 12 month walkthrough. Owner may not contract with subcontractors without written consent from Contractor. Contractor does not warrant labor and/or materials supplied by the Owner or the Owner's subcontractors. Contractor will convey to Owner any warranties by manufacturers or suppliers on individual materials, products or systems supplied by Contractor under this contract. Contractor shall protect the work, Owner's property, and property of third parties from damage occasioned by the performance of its obligations under contract documents. Special conditions limiting/affecting this warranty (if any) none requested

## **ARTICLE 8. INSURANCE**

the party upon which such notice is to be given at such party's address set forth herein, or to such other address subsequently designed by notice sent by one party to the other.

**ARTICLE 13. ENTIRE AGREEMENT**

Should there be an unknown inconsistency within this Contract, the Owner understands this Contract in its entirety will not be null and void but rather the individual inconsistency. This Contract constitutes the entire agreement between Owner and Contractor, and may be amended only by instrument in writing signed by Contractor and Owner. The parties further covenant and agree that this written instrument supersedes any and all others, and constitutes and expresses the entire agreement between the parties and there is no other agreement, oral or otherwise, varying the terms hereof.

**ARTICLE 14. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of Florida, and is made in and is wholly to be performed in Lee County, Florida.

**ARTICLE 15. GENERAL PROVISIONS**

**General provisions as follows:**

1. Contractor may at its discretion engage subcontractors to perform work hereunder. Contractor shall fully pay said subcontractor, and in all instances remain responsible for the proper completion of this Contract and as outlined.
2. Owner accepts that there may be inconveniences during construction and the Contractor agrees to keep such inconveniences to a reasonable minimum. It is the responsibility of the Owner to take reasonable steps to provide a work area free of household obstructions, and to remove or protect household items in areas where it may be reasonably anticipated by the Owner that they may be subject to dust, damage or vibrations.
3. Owner agrees one Mike Carroll Services LLC yard sign may be placed in a location visible from street during contracted work. Sign to be removed 15 days from signed closing.
4. Owner agrees Contractor shall be granted site access for the purpose of photographing completed Work. Contractor agrees to consult with Owner for scheduling and to provide Owner with adequate notice prior to scheduled site

~~~~~  
~~~~~

*If there are any changes/alterations you would like to make to this contract prior to approval, please document those inside the **REASON FOR ACTION** area below and choose **DECLINE**. We will receive the information promptly and make all necessary changes, then rerelease to you for Final Approval.*

~~~~~  
~~~~~





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

**11**

# ESTIMATE



**Sophistico Construction**  
1925 Trade Center Way  
Naples, FL 34109

Jason@sophistico.com  
+1 (239) 247-2154

## Cleo Adams

### Bill to

Fiddler's Creek, CDD #2 - Wrathell, Hunt &  
Associates, LLC  
9220 Bonita Beach Road  
#214  
Bonita Springs, FL 34135

### Estimate details

Job Name: Fiddler's Creek Pump House

Estimate no.: 1060

Estimate date: 11/27/2023

#	Product or service	SKU	Qty	Rate	Amount
1.	<b>Roofing</b> Supply & Install Trusses, Plywood, bracing, access hatches, roof system, masonry, stucco, and paint. Contractor will supply dumpsters, portable restroom, on-site supervision, and schedule/oversee electrical contractor.			\$167,589.00	\$167,589.00
			<b>Total</b>		<b>\$167,589.00</b>

## CONSTRUCTION CONTRACT

Contract No. \_\_\_\_\_

Board Award Date: \_\_\_\_\_

THIS CONSTRUCTION CONTRACT (“**CONTRACT**”) is made this \_\_\_\_ day of December, 2023 by and between **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 and FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, hereinafter collectively referred to as “**DISTRICT**,” and **SOPHISTICO FLOORS CORP, a Florida Corporation D/B/A/ SOPHISTICO CONSTRUCTION**, hereinafter called “**CONTRACTOR**.”

WITNESSETH: For and in consideration of the mutual covenants herein set forth, the parties agree as follows:

### ARTICLE 1. WORK

The **CONTRACTOR** shall commence and complete all work for PROJECT TITLED “IRRIGATION PUMP HOUSE #2 ROOF REPLACEMENT AT FIDDLERS CREEK” in accordance with the Contract Documents (the “**Work**”). **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the Contract Documents in the Scope of Services attached hereto as **Exhibit “A”**.

### ARTICLE 2. CONTRACT SUM

2.1. The **DISTRICT** shall pay the **CONTRACTOR**, in current funds, for the performance of the **Work** described in **Exhibit “A”**, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of: **\$167,589/00** said amount being the amount as listed on the **CONTRACTOR**’s Estimate No. 1060 11/27/2023, attached as part of **Exhibit “A”**.

### ARTICLE 3. PROGRESS PAYMENTS, DISPUTE RESOLUTION, AND FINAL PAYMENT

3.1 All payments to **CONTRACTOR** and all payment procedures are subject to the provisions of the Florida Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (the “**Prompt Payment Act**”, including Section 218.735, Florida Statutes). **CONTRACTOR** shall submit to the **OWNER’S** Representative on or about the 30th day of each month, **CONTRACTOR**’s Application for Payment in accordance with the Contract Documents. All Applications for Payment will be submitted by **DISTRICT** to **DISTRICT**’s Engineer and processed by **DISTRICT**’s Engineer as provided in the **Prompt Payment Act**.

3.2 Based upon applications for payments (proper invoices) submitted to **OWNER’S** Representative by the **CONTRACTOR**, and Certificates for Payment issued by the **OWNER’S** Representative, the **DISTRICT** shall make progress payments on account of the Contract Price to the **CONTRACTOR** as provided in the Contract Documents as follows:

3.2.1 The due date for payment by **DISTRICT** for a proper invoice is governed by this Agreement and the **Prompt Payment Act**.

3.2.2 **DISTRICT** shall make payment within twenty-five (25) business days after the date on which a proper invoice (a complete and accurate Application for Payment in accordance with the Contract

Documents) is properly submitted and is stamped as received, unless there is an improper payment request or invoice or a dispute, in which case the procedures in this Article shall be followed before payment is due.

3.2.3 If an improper payment request or invoice is submitted by Contractor, District shall, within 10 days after the improper payment request or invoice is received, notify the Contractor, in writing, that the payment request or invoice is improper and indicate what corrective action on the part of the vendor is needed to make the payment request or invoice proper. District shall have no obligation to remit payment until any and all improper payment requests or invoices have been corrected.

3.2.4. If a dispute arises between Contractor and District concerning payment of a payment request or invoice, the dispute shall be finally determined by District pursuant to the following dispute resolution process:

3.2.4.1 Within 25 days of receipt of the disputed payment request or invoice, District shall notify Contractor of the dispute and shall, within 45 days of receipt of the disputed payment request or invoice, provide the basis for same. Within 10 days of receiving the basis for the dispute, Contractor shall provide a response. Within 60 days of the receipt of the disputed payment request or invoice, District, through its District Manager, shall, based upon its notice and the Contractor's response, issue a final decision regarding payment. If the dispute is resolved in favor of the District, interest charges begin to accrue 15 days after the District's final decision. If the dispute is resolved in favor of the Contractor, interest begins to accrue as of the original date the payment became due. Either party may appeal the final decision to the District Board of Supervisors.

3.2.4.2 If the District does not commence the dispute resolution procedure within the time required, Contractor may give written notice to the District of the failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after such notice, any amounts resolved in Contractor's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date the payment request or invoice containing the disputed amounts was submitted to the District. If the dispute resolution procedure is not commenced within 4 business days after the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve Contractor of its contractual obligations.

3.2.4.3 In an action to recover amounts due under this section 3.2.4, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

3.2.5 DISTRICT shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the DISTRICT for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to DISTRICT. At the DISTRICT's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the OWNER'S REPRESENTATIVE.

3.2.6 Upon substantial completion of the work, District shall, within 23 days, generate a single list of items required to render complete, satisfactory, and acceptable the construction services. Contractor shall have 7 days to respond. If District and Contractor are in agreement on day 30, then Contractor shall have 5 days to complete the items on the list. Upon completion of the items on the list, the project shall be deemed to have reached final completion and District shall accept the project. If District and Contractor are not in agreement as to the contents of the list, then, Contractor shall complete the items that are in agreement within the 5-day period above and the balance of the items shall be submitted to mediation by a mediator selected by the District and whose costs shall be paid by District and

Contractor evenly. Contractor shall have 5 days after mediation to complete any agreed upon items. After which, the project shall be deemed to have reached final completion and District shall accept the project. If, however, mediation is unsuccessful, then, the dispute shall proceed to arbitration.

3.2.7 Upon final completion of the work and acceptance of the project, CONTRACTOR may apply to DISTRICT for the release of all remaining retainage, less an amount equal to: (a) any amounts that are the subject of a good faith dispute or otherwise the subject of a claim brought pursuant to Section 218.76, Florida Statutes, or a claim or demand by DISTRICT or CONTRACTOR; (b). less such amounts as the DISTRICT shall determine for all incomplete work, unsettled claims or unused units as provided in the Contract Documents; and, (b) all other amounts DISTRICT is entitled to withhold and DISTRICT shall make payment within twenty-five (25) business days after the date on which a proper invoice (a complete and accurate Application for Payment in accordance with the Contract Documents) is properly submitted and is stamped as received.

#### **ARTICLE 4. CONTRACT DOCUMENTS**

The Term “**Contract Documents**” shall include this Contract; addenda; CONTRACTOR’s Estimate, except to the extent it conflicts with any other contractual provision; the Notice to Proceed, any Public Payment and Performance Bond(s); the General Conditions; the Plans, Specifications and Drawings for the Project; any Special Conditions; all Written Amendments; Certificates of Insurance; Change Orders; and Work Change Directives or Field Orders. In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control.

#### **ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

5.1. The CONTRACTOR shall commence work as required by the CONTRACT DOCUMENTS and as provided in the Official Notice to Proceed issued by DISTRICT or its agents.

5.2. Substantial completion shall be achieved not later than 120 calendar days after issuance of the Notice To Proceed, unless the period for substantial completion is extended otherwise by the CONTRACT DOCUMENTS or by written agreement of the parties.

5.3. Final completion shall be achieved not later than 160 calendar days after issuance of the Notice To Proceed, unless the period for final completion is extended otherwise by the CONTRACT DOCUMENTS, including but not limited to sections 3.2.6 and 3.2.7 of this Agreement, or by written agreement of the parties.

5.4. Time is of the essence in the performance of this Contract.

5.5. The DISTRICT and CONTRACTOR recognize that time is of the essence of this agreement and that the DISTRICT will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding and the actual loss suffered by the DISTRICT if the work is not completed on time. Accordingly, instead of requiring any such proof, DISTRICT and CONTRACTOR agree that Liquidated Damages will be assessed in the amount of **\$500.00** per day for each calendar day that is beyond the substantial and final completion dates required by the CONTRACT DOCUMENTS. The DISTRICT shall have the right to deduct all damages due from the final payment request as well as retainage. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the DISTRICT estimated at the time of executing the Contract. When the DISTRICT reasonably believes that substantial Completion will be inexcusably delayed, the DISTRICT shall be entitled, but not required, to withhold from any amounts

otherwise due the CONTRACTOR an amount then believed by the DISTRICT to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving substantial Completion, or any part thereof, for which the DISTRICT has withheld payment, the DISTRICT shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable as liquidated damages, less sums incurred by the DISTRICT resulting from CONTRACTOR's delay in achieving substantial completion.

The CONTRACTOR shall also be liable for any actual damages sustained by the DISTRICT after CONTRACTOR has achieved substantial completion for CONTRACTOR's failure to fully complete the Contract Documents. Actual damages may include, but not be limited to, costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity and overhead. The DISTRICT shall have the right to deduct all damages due from final payment request as well as retainage.

## **ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce DISTRICT to enter into this Agreement, CONTRACTOR makes the following representations:

CONTRACTOR holds and possesses in good standing, all required state and local contractor licenses, certificates and registrations necessary to perform and complete the Work in accordance with the Contract Documents.

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, the areas of intended construction including surface and sub-surface conditions, and Federal, State, DISTRICT and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations, tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has given DISTRICT written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by DISTRICT is acceptable to CONTRACTOR.

## **ARTICLE 7. GENERAL CONDITIONS**

### **7.1 RESPONSIBILITY OF THE CONTRACTOR.**

#### **7.1.1 PROSECUTION OF THE WORK.**

The CONTRACTOR shall be responsible for the good condition of the Work until its release from its obligations. It shall bear all losses resulting to it on account of the amount or character of the Work, the character of the ground or existing underground installation being different from what it anticipated, or on account of the weather or the elements.

Information shown on the Drawings as to the location of the existing utilities has been prepared from the most reliable data available to the DISTRICT. This information is not guaranteed, however, and it shall be this CONTRACTOR's responsibility to determine the location, character and depth of existing utilities. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from CONTRACTOR's activities. The location of all overhead utilities shall be verified and

the DISTRICT notified on any conflict which might occur. The CONTRACTOR shall be responsible for determining which poles will need shoring during excavation and shall provide such shoring and support as is required. The CONTRACTOR shall be responsible for replacing any underground facility broken or dislocated during construction for which sufficient underground information has been shown on the plans.

## **ARTICLE 8. TERMINATION FOR CONVENIENCE**

This Contract may be terminated by DISTRICT for its convenience upon thirty (30) days prior written notice to CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the date of such termination, an amount prorated in accordance with the work substantially performed under this Agreement. Such amount shall be paid by the DISTRICT after inspection of the work to determine the extent of performance under this Agreement, whether completed or in progress.

## **ARTICLE 9. PROJECT RECORDS**

The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Contractor shall keep and maintain public records required by the DISTRICT to perform the services required under this Contract. Upon request from DISTRICT's custodian of public records, Contractor shall provide DISTRICT with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract's term and following completion of the Contract if Contractor does not transfer the public records to DISTRICT. Upon completion of the Contract, Contractor may transfer, at no cost, to DISTRICT all public records in possession of Contractor or keep and maintain public records required by DISTRICT to perform the services required under the Contract.

If Contractor transfers all public records to DISTRICT upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DISTRICT, upon request from DISTRICT's custodian of public records, in a format that is compatible with DISTRICT's information technology systems. The failure of Contractor to comply with the provisions set forth in this Section or the public records Law, the Contractor shall be deemed to have breached a material provision of the Contract, shall constitute a Default and Breach of this Agreement, all for which, the DISTRICT may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (877) 276-0889; PHONE: 561-571-0010, EXT. 400; FAX: 561-571-0013; DAPHNE GILLYARD, DIRECTOR OF ADMINISTRATIVE SERVICES, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; GILLYARDD@WHHASSOCIATES.COM**



## **ARTICLE 10. MISCELLANEOUS PROVISIONS**

10.1. Final payment, constituting the entire unpaid balance of the Contract Price shall be paid by the DISTRICT to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been approved by the DISTRICT.

10.2. Terms used in the Contract which are defined in the General Conditions of the Contract shall have the meaning designated in those conditions.

10.3. The DISTRICT and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4. This Contract may not be assigned except with the written consent of the DISTRICT, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.

10.5. The CONTRACTOR agrees through the signing of this Contract by an authorized party or agent that it shall hold harmless and defend the DISTRICT and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgments of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the DISTRICT, excluding only the sole negligence of the DISTRICT. This provision shall also pertain to any claims brought against the DISTRICT by any employee of the CONTRACTOR, or sub-CONTRACTOR(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection.

10.6. This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or oral.

10.7. The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

10.8. No Amendments or changes to the terms or conditions of this Contract shall be valid unless in writing and signed by all parties.

10.9. The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claims and/or dispute resolution concerning this Contract, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Collier County, Florida. Any litigation between the parties arising from this Agreement shall be conducted in a State of Florida court of appropriate jurisdiction in Collier County, Florida. In the event of any litigation and/or binding arbitration arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.

10.10. DISTRICT reserves unto itself sole authority to execute and authorize the issuance of Change Orders, directives, or other documents to the CONTRACTOR which impact on or change the Contract Time or Price. These actions by the DISTRICT will be taken after due consideration of the recommendations and analysis of the DISTRICT's architect or consulting engineer, if applicable. This provision supersedes any other contradictory provisions in the Contract Documents.

10.11 No provision in this contract shall be construed more strongly against either party or in a light less favorable to either party because of who drafted it as a method of contract interpretation.

## **ARTICLE 11. E-VERIFICATION**

11.1. As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

11.2. A contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of the AGREEMENT.

11.3. DISTRICT, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

11.4. DISTRICT, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

11.5. A contractor terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the DISTRICT for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that the Contractor is liable for any additional costs incurred by the DISTRICT as a result of termination of any contract for a violation of this section.

11.6. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## **ARTICLE 12. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

12.1. By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the DISTRICT will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The DISTRICT shall provide notice, in writing, to Contractor of the DISTRICT's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the DISTRICT's determination of false certification was made in error then the DISTRICT shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

In witness whereof, DISTRICT and CONTRACTOR have signed this agreement. One counterpart has been retained by the DISTRICT custodian of records, one to the Project Sponsoring Department, and one part each has been delivered to the CONTRACTOR. All portions of the Contract Document have been signed or identified by DISTRICT and CONTRACTOR.

Signed, sealed, and delivered in the presence of:

**SOPHISTICO FLOORS CORP, a Florida Corporation D/B/A/ SOPHISTICO CONSTRUCTION**

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
BY: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

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

ATTEST:

BY: \_\_\_\_\_  
Secretary/Asst. Secretary

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

**FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #2**

ATTEST:

BY: \_\_\_\_\_  
Secretary/Asst. Secretary

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

**EXHIBIT "A"**

TO THE CONSTRUCTION CONTRACT DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023  
BETWEEN THE DISTRICT AND THE CONTRACTOR

**SCOPE OF SERVICES:** The Provider will perform the following services under this Contract:  
Supply & Install Trusses, Plywood, bracing, access hatches, roof system, masonry, stucco, and  
paint in accordance with the attached plans and specifications titled **IRRIGATION PUMP HOUSE  
#2 ROOF REPLACEMENT AT FIDDLERS CREEK** prepared by BC Architects AIA, Inc..  
Contractor will also supply dumpsters, portable restroom, on-site supervision, and  
schedule/oversee electrical contractor.

## **ATTACHMENT “1” – GENERAL CONDITIONS**

### **ARTICLE 1. PRELIMINARY MATTERS**

Titles, Article Headings, Section Headings, Indexes and Table of Contents are given for the sake of clarity; ease of reading and as a guide for ease of reference to specific topics within the General Conditions.

### **ARTICLE 2. DEFINITIONS**

The following definition of terms is provided to establish a common understanding between the parties as to the intended usage, application and interpretation of such terms.

**CHANGE ORDERS** are written orders to the CONTRACTOR signed by the DISTRICT, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract price or the Contract Time. The Contract Price and the Contract Time may be changed only by a written Change Order. A Change Order signed by the CONTRACTOR indicates his agreement therewith, including the adjustment in the Contract Price or the Contract Time.

**COMPLETION (FINAL)** means acceptance of the Project by the DISTRICT as evidenced by its signature upon a final payment Certification Form GSD:014, and approval thereof by the Board of Supervisors or their designee. The final payment Certification shall be signed only after the DISTRICT has assured itself by tests, inspections, or otherwise that all of the provisions of the Contract have been complied with.

**COMPLETION (SUBSTANTIAL)** shall mean an acceptance of the Work by the DISTRICT when construction is sufficiently complete in accordance with the Contract Documents so the DISTRICT can occupy or utilize the Work or designated portion thereof for the intended use. A certificate of occupancy, issued by the Building Official, is required concurrent with or prior to issuance of the Certificate of Substantial Completion.

**CONSTRUCTION** is the erection, fabrication, assembly, remodeling, renovation, addition, modification, repair or demolition of any building or structure or any appurtenances connected or attached to such buildings or structures. The term includes but is not limited to the repair, replacement modification or construction of buildings, roads, bridges, sidewalks, traffic devices, parking lots, drainage, underground and overhead utilities.

**CONSULTANT** is a person or entity lawfully licensed to practice Architecture or Engineering or another profession and registered in the State of Florida, identified as such in the Construction Contract, and is referred to throughout the Contract Documents as if singular in number and masculine in genre. The term includes the CONSULTANT's authorized representative.

**CONTRACT** means the written agreement between the DISTRICT and the CONTRACTOR covering the Work to be performed; the Contract is a part of the Contract Documents.

**CONTRACT DOCUMENTS** consist of the Invitation To Bid, Bid Proposal, Construction Contract, General and Special Conditions of the Contract, the Plans, the Project Manual, the Bid

documents, Addenda issued prior to execution of the Contract, all written modifications issued after execution of the Contract, all provisions required by law to be inserted in this Contract whether actually inserted or not, and a Purchase Order issued by the DISTRICT.

A Modification is:

- (1) A written Amendment to the Contract or
- (2) A Change Order or
- (3) A written interpretation necessary for the proper execution or progress of the Work issued by the OWNER'S Representative or
- (4) A Field Change Order or
- (5) A Field Directive Change.

CONTRACT PRICE means the total monies payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME means the number of Calendar days stated in the Agreement for the purpose of establishing Substantial Completion and Final Completion dates.

CONTRACTOR is the person, firm, joint venture, corporation or other legal entity with whom the DISTRICT has contracted and who has the primary responsibility for performance of the work.

DAYS - The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. A calendar day constitutes twenty-four (24) hours measured from midnight to the next midnight.

DEFECTIVE - An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the OWNER'S REPRESENTATIVE recommendation of final payment (unless responsibility for the protection thereof has been assumed by the DISTRICT at Substantial Completion in accordance with paragraph 14.5 or 14.6).

DISTRICT - means the Fiddler's Creek Community Development District #1 And Fiddler's Creek Community Development District #2, collectively, community development districts established pursuant to Ch. 190, Florida Statutes, its successors and assigns, also referred to as OWNER.

EFFECTIVE DATE OF THE AGREEMENT IS THE DATE INDICATED IN THE Agreement on which it becomes effective, but if not such date is indicated, it means the date on which the Agreement is signed by the last of the two parties.

FIELD CHANGE ORDER is a written change order requested by the OWNER'S Representative, accepted by the CONTRACTOR, and approved by the PROJECT MANAGER for minor changes in the Work, not involving adjustments in the Contract Sum or an extension of Time, and not inconsistent with the overall intent of the Contract Documents.

FIELD DIRECTIVE CHANGE - A written directive to the CONTRACT, issued on or after the effective date of the Agreement ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 5.2 or 5.3, or to emergencies under paragraph 7.20. A Field Directive

Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Field Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or the Contract Time as provided in Articles 11 and 12.

FINAL ACCEPTANCE means acceptance of the Work by the DISTRICT upon the expiration of the warranty period as stated in the Contract Documents.

MATERIALS – Includes, but is not limited to, anything used in the process of constructing, demolishing, renovating or remodeling of any building, structure, road, bridge, recreational facility, transportation element and utility or any addition thereto utilized for this project.

NOTICE means written notice. Notice shall be served upon the CONTRACTOR either personally or by leaving the said Notice at his residence, or addressed to the CONTRACTOR at the place of business stated in the Bid Proposal and deposited in the United States Mail.

NOTICE TO PROCEED is a written instrument issued by the DISTRICT to the CONTRACTOR, authorizing the CONTRACTOR to commence Work on the Project. The NOTICE TO PROCEED shall include the effective date of Commencement.

NOTICE OF TERMINATION is a written instrument issued in accordance with the Contract Documents as stated in Section 15.2, by the DISTRICT to the CONTRACTOR or by the CONTRACTOR to the DISTRICT notifying the receiving party that the Contract is being terminated. The NOTICE shall clearly identify the effective date the Contract is to be terminated.

OWNER'S REPRESENTATIVE is the CONSULTANT contracted by the DISTRICT for Professional Services during the construction phase of this project or a qualified person authorized as his official representative, or in the absence of such a contract, the Project Manager will be considered the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE is not authorized to issue change orders to the contract sum, contract time or scope of work without express approval of the DISTRICT.

PLANS AND/OR DRAWINGS are a graphic representation of the arrangement of the materials or parts of the construction of the project and are a portion of the Contract Documents.

PROJECT shall mean the entire improvement contracted for by the DISTRICT.

PROJECT MANAGER is an employee or representative of the DISTRICT and is a designee who is the representative of the DISTRICT in matters concerning this project. The project manager will act as the OWNER'S REPRESENTATIVE in the absence of a DISTRICT contract with a CONSULTANT. The PROJECT MANAGER or designee shall be responsible for acting on the DISTRICT'S behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements, or any AMENDMENT(S), or CHANGE ORDER(S) issued there under.

PROJECT INSPECTOR - The authorized representative of the DISTRICT who is assigned to the project as an observer to observe the work and report back to the DISTRICT and CONSULTANT.

SPECIFICATIONS are written documents organized into divisions, sections, and articles which provide detailed instructions to the CONTRACTOR pertaining, but not limited to, materials, style, workmanship, fabrication, dimensions, colors, warranties, finishes, quality, manufacturer, grade



and operational data of all components to be provided by the CONTRACTOR and incorporated into the Project.

SUBCONTRACTOR is a person, firm, partnership, corporation, or entity who has a direct contract with the CONTRACTOR to perform any of the Work at the site. The term Subcontractor does not include those whose sole purpose is that of a supplier of materials. A supplier of materials shall be classified as a Subcontractor if it enters into any agreement, whether written or verbal, for the installation of said materials. The term Subcontractor means a Subcontractor or its authorized representative.

SUB-Subcontractor is a person, firm, partnership, corporation, or entity who has a direct or indirect Contract with a Subcontractor to perform any of the Work at the site. The term Sub-Subcontractor means a Sub-Subcontractor or its authorized representative.

SUPPLIER - A manufacturer, fabricator, distributor, materialmen or vendor.

SURETY is the surety company or individual that is bound by Contract bond with and for the CONTRACTOR who is primarily liable and is responsible for CONTRACTOR'S acceptable performance of the Project and payment of all debts pertaining to the Contract Documents in accordance with Section 255.05, Florida Statutes.

UNDERGROUND FACILITIES - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

WORK is the construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

### **ARTICLE 3.        STARTING THE WORK**

3.1 Written Notice to Proceed is contingent upon and will be issued subsequent to the CONTRACTOR fully satisfying the DISTRICT'S insurance and Bond submittal requirements. Until the CONTRACTOR receives the DISTRICT'S written Notice to Proceed, the CONTRACTOR is advised that the DISTRICT will not be liable for any expenses which the CONTRACTOR may incur before the contract is executed and the written Notice to Proceed is issued.

3.2 The Contract time shall begin to run on the date specified in the "Notice to Proceed".

3.3 The DISTRICT will forward to the CONTRACTOR a Notice of Commencement with instructions to post in a conspicuous spot on the project site.

## **ARTICLE 4.            PHYSICAL CONDITION: REFERENCE POINTS**

### **Physical Conditions**

5.1 Unless otherwise stated, the CONTRACTOR shall be fully responsible for the removal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. The CONTRACTOR assumes full responsibility for the expenses associated with such removal. There shall not be an increase in time or price associated with such removal.

5.2 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to the DISTRICT or the CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and for repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price. The CONTRACTOR shall be responsible for complying with Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act" including but not limited to notifying and contacting Sunshine 811 before commencing any work.

5.3 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency) identify the owner of such Underground Facility and give written notice thereof to that owner and to the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and with the DISTRICT'S approval, the Contract Documents will be amended or supplemented to the extent necessary. During such time, the CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of.

5.4 The CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the Specifications), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the DISTRICT. The CONTRACTOR shall report to the OWNER'S REPRESENTATIVE whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

## **ARTICLE 6.      INSURANCE**

6.1 The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Agreement, whether such services, work and operations are performed by the Contractor, its employees, or by any Sub-Contractor(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

6.2 The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

6.3 The Contractor, throughout the time the Agreement is in effect, shall require and ensure that any and all of its Sub-Contractors and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

6.4 The Contractor shall obtain, have and maintain during the entire period of the Agreement, all such insurance policies as are set forth and required herein.

6.5 In the event that the Contractor engages Sub-Contractors to assist the Contractor in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Contractor shall cover all of the services or work to be provided or performed by all of the Subcontractors engaged by the Contractor. However, in the event the services or work of Sub-Contractors is not covered by the Contractor's insurance policy or policies, it shall be the responsibility of the Contractor to ensure that all Sub-Contractors have fully complied with the DISTRICT insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Commercial General Liability as required and set forth in this Article.

6.5 The insurance coverages to be obtained by the Contractor or by Sub-Contractors as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Commercial General Liability is understood and agreed to cover any and all of the services or work set forth in the Agreement. In the event the DISTRICT shall execute and issue written Change Order(s) authorizing the Contractor to provide or perform services or work in addition to those set forth in the Agreement, it is agreed that the DISTRICT has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Contractor, the compensation established for the Change Order(s) shall include consideration of any increased premium cost incurred by the Contractor to obtain same.

6.6 The Contractor shall submit to the DISTRICT all required insurance certificates for review and approval. All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the DISTRICT and licensed in the State of Florida. Each Certificate of Insurance submitted to the DISTRICT shall be an original and shall be executed by an authorized

representative of the insurance company affording coverage.

6.7 Each Certificate of Insurance shall be addressed to the Fiddler's Creek Community Development District #1 And Fiddler's Creek Community Development District #2, as Additional Insured ATTN: DISTRICT MANAGER, at the address listed at the beginning of this Agreement.

6.8 Each Certificate of Insurance shall specifically include all of the following:

- The name and type of policy and coverages provided; and
- The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and
- The date of expiration of coverage; and
- The designation of the DISTRICT both as an additional insured and as a certificate holder. (This requirement is excepted for Workers' Compensation Insurance); and
- A specific reference to the Agreement and the Project to which it pertains.

6.09 The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days advance written notice to the Certificate Holder named."

6.10 Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

6.11 If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of the Agreement, the Contractor shall furnish to the DISTRICT renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Contractor to provide the DISTRICT with such renewal certificate(s) shall be considered justification for the DISTRICT to terminate the Agreement. If any of the required insurance coverage(s) expire on the date indicated on the approved Certificate(s) of Insurance without the DISTRICT having received satisfactory evidence of renewal or replacement, the Contractor shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Contractor's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Contractor shall not be entitled to any additional compensation or time to provide and perform the required services or work and the DISTRICT shall not be required to make payment on any invoices submitted by the Contractor. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the DISTRICT.

6.12 The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

6.12.1 WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

- Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.
- Notice of Cancellation and/or Restriction - the policy must be endorsed to provide the DISTRICT with not less than thirty (30) days prior written notice of cancellation and/or restriction.

#### 6.12.2 COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

- Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$2,000,000 for Property Damage Liability, or a minimum combined single limit of \$2,000,000.
- Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.
- This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property damage, XCU Coverage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. The DISTRICT and DISTRICT officers and employees shall be included as an Additional Insured.
- Such additional requirements as may be set forth in the Agreement.

#### 6.12.3 BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- Minimum limits of \$1,000,000 per person and \$2,000,000 per accident for Bodily Injury Liability and a minimum limit of \$2,000,000 for Property Damage Liability, or a minimum combined single limit of \$2,000,000.
- Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.
- Such additional requirements as are set forth in the Agreement above.

#### 6.12.4 ALL RISK BUILDERS RISK OR INSTALLATION FLOATER (If Applicable)

All Risk coverage, with the limits of insurance to equal 100% of the completed contract amount of such addition(s), buildings(s), or structure(s). Any deductible is the responsibility of the CONTRACTOR. The DISTRICT shall be named as an additional insured.

#### 6.12.5 SUBCONTRACTORS

It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors carry Automobile Liability, General Liability and Workers' Compensation in compliance with statutory limits.

## **ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES**

7.1 The CONTRACTOR will supervise and direct the Work efficiently. CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety, and procedure of construction, unless otherwise specified. The CONTRACTOR will be responsible to see that the finished Work complies with the Contract Documents.

7.2 The CONTRACTOR will keep on the site at all times when work is being performed, a competent, resident superintendent who shall not be replaced without prior written notice to the OWNER'S REPRESENTATIVE. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be binding as if given to the CONTRACTOR.

7.3 The CONTRACTOR will provide competent, suitable, qualified personnel to lay out the Work and perform construction as required by the Contract Documents and will at all times maintain good discipline and order at the site.

7.4 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work unless otherwise specified.

7.5 All materials and equipment will be new except as otherwise provided in the Contract Documents. If required by the OWNER'S REPRESENTATIVE, the CONTRACTOR will furnish satisfactory evidence as to the kind and quality of materials and equipment furnished.

7.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

7.7 In instances where applicable due to the nature of the bid, all material, equipment, etc., as proposed and offered by CONTRACTOR must meet and conform to all O.S.H.A. requirements; the CONTRACTOR'S signature upon the bid proposal form (Part D) being by this reference considered a certification of such fact.

7.8 The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE, for acceptance, any adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and, in addition, will comply with any provisions of the Contract Documents applicable thereto. The DISTRICT reserves the right to reject any progress schedule from the CONTRACTOR which, in its judgment, does not appear to devote sufficient resources or manpower to enable the timely completion of the project. If the DISTRICT requests that the progress schedule be adjusted, the CONTRACTOR shall do so and perform the work according to the adjusted schedule at no additional cost to the DISTRICT.

7.9 If it is indicated in the specifications that the CONTRACTOR may furnish or use a substitute that is equal to any material or equipment specified, and if the CONTRACTOR wishes to furnish or use a proposed substitute, he will, within thirty (30) calendar days after the award of the Contract, make written application to the OWNER'S REPRESENTATIVE for approval of such a substitute, certifying in writing that the proposed substitute will perform adequately the requirements imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No

substitute shall be ordered or installed without the written approval of the DISTRICT who shall be the sole judge of quality. Whether or not the DISTRICT accepts a proposed substitute, the CONTRACTOR shall reimburse the DISTRICT for any charges or cost for evaluating any proposed substitute.

7.10 The CONTRACTOR will be fully responsible for all acts and omissions of his SUBCONTRACTORS and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and the DISTRICT. The DISTRICT may, upon request, furnish to any SUBCONTRACTOR, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done.

7.10.1 The divisions and sections of the specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or delineating the Work to be performed by any specific trade.

7.10.2 The CONTRACTOR agrees to specifically bind every SUBCONTRACTOR to the applicable terms and conditions of these Contract Documents for the benefit of the DISTRICT.

7.10.3 All Work performed for the CONTRACTOR by a SUBCONTRACTOR shall be pursuant to an appropriate written agreement between the CONTRACTOR and the SUBCONTRACTOR which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the DISTRICT as trustee.

7.12 Unless otherwise specified herein, the CONTRACTOR will secure and pay for all permits, impact fees, and licenses and will pay all governmental charges and inspections' fees necessary for the prosecution of the Work which are applicable at the time of the bid. The CONTRACTOR will also pay all public utility charges and connection fees except as provided for in the Contract Documents. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the DISTRICT.

7.12.1 Pursuant to the requirements of F.S. 218.80, the following permits and fees are required to be obtained by the contractor.

Building Permit	Fees Paid by District
Development Orders	Fees Paid by District

This is a disclosure of permits and fees required by the District for this project and does not relieve the CONTRACTOR of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.

7.13 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at a variance therewith, CONTRACTOR will give the OWNER'S REPRESENTATIVE prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the OWNER'S REPRESENTATIVE, CONTRACTOR will bear all cost arising there from; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Drawings and Specifications are

in accordance with such laws, ordinances, rules and regulations.

7.14 The CONTRACTOR and all Subcontractors must be properly licensed and possess and have the proper current business tax receipt(s), within the jurisdiction where the project is to be constructed, to perform the work specified in the Scope of Work at the time of bid submittal; and the CONTRACTOR and all Subcontractors shall keep and maintain as current and valid all required licenses, certificates and registrations necessary to perform the work.

7.15 The CONTRACTOR will confine its equipment, the storage of materials and equipment, and the operations of its workmen to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

7.16 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order, and annotated to show all changes made during the construction process or addition and exact location of underground or otherwise concealed components such as, but not limited to, plumbing, air conditioning, electric, and conduit which were not installed exactly as shown on the contract drawings. These shall be available to the OWNER'S REPRESENTATIVE and shall be verified by the OWNER'S REPRESENTATIVE at 30%, 60%, and 100% completion of the Project. The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE one (1) complete dated set of all changes made during Construction entitled "Record Drawings". Submittals shall be made in accordance with the above and shall be submitted at the time of substantial completion.

7.17 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to: All employees and Subcontractors on the Project and other persons who may be affected thereby; All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and, Other property at the site or adjacent thereto including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.18 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. CONTRACTOR will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. CONTRACTOR will notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in 7.17 caused directly or indirectly, in whole or in part by the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the CONTRACTOR; except any damage or loss attributable to the fault of the Drawings or the Specifications or to the acts or omissions of the DISTRICT and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the CONTRACTOR.

7.19 In the event of emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the DISTRICT, is obligated to act at its discretion to prevent threatened damage, injury or loss. CONTRACTOR will give the OWNER'S REPRESENTATIVE prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the DISTRICT and the OWNER'S REPRESENTATIVE determine that a change to the Contract



Documents is required because of the action taken in response to an emergency, a Field Directive Change or Change Order shall thereupon be issued covering the changes and deviations involved.

7.20 After checking and verifying all field measurements, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies (or at the option of the OWNER'S REPRESENTATIVE, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the OWNER'S REPRESENTATIVE may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the OWNER'S REPRESENTATIVE to review the information as required.

7.21 The CONTRACTOR will also submit to the OWNER'S REPRESENTATIVE for approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended. At the time of each submission, the CONTRACTOR will, in writing, call the OWNER'S REPRESENTATIVE'S attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.

7.22 The OWNER'S REPRESENTATIVE will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the OWNER'S REPRESENTATIVE and will return the required number of corrected copies of Shop Drawings and re-submit new samples until approved. All cost incurred by the DISTRICT for the review of a shop drawing in excess of two (2) reviews shall be the CONTRACTORS responsibility. The CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute a representation to the OWNER'S REPRESENTATIVE that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or CONTRACTOR assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.

7.23 No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the OWNER'S REPRESENTATIVE. Any related Work performed prior to review and approval by the DISTRICT of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the OWNER'S REPRESENTATIVE.

7.24 The OWNER'S REPRESENTATIVE's approval of Shop Drawings or samples shall not relieve the CONTRACTOR from its responsibility for any deviations from the requirements of the Contract Documents, unless the CONTRACTOR has in writing called the OWNER'S REPRESENTATIVE's attention to such deviation at the time of submission and the DISTRICT and the OWNER'S REPRESENTATIVE have given written approval to the specific deviation; nor shall any approval by the OWNER'S REPRESENTATIVE relieve the CONTRACTOR from

responsibility for errors or omissions in the Shop Drawings.

7.25 The CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the construction contract.

7.26 The CONTRACTOR shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The CONTRACTOR agrees to repair, restore or rebuild any damages CONTRACTOR causes to any property of the DISTRICT. CONTRACTOR shall also assume all blame or loss by reason of neglect or violation of any state, local or federal law or District, county rule, regulation or order. The CONTRACTOR shall give to the proper authorities all required notices relating to the work.

7.27 The CONTRACTOR will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work; at the completion of the Work CONTRACTOR will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the DISTRICT. The CONTRACTOR will restore to their original condition those portions of the site not designated for alteration by the Contract Documents. The CONTRACTOR shall case all construction activities and prepare the project site when a storm event is anticipated to affect the locality. The CONTRACTOR shall respond immediately to the notice given by the DISTRICT for such preparation. If the CONTRACTOR fails to secure the site as provided in the Contract Documents, the DISTRICT may do so and the cost thereof shall be deducted from any progress payment, final payment or the final retainage otherwise properly due the CONTRACTOR.

7.28 The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes and disagreements with the DISTRICT. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as otherwise permitted or as the CONTRACTOR and the DISTRICT may otherwise agree in writing.

## **ARTICLE 8.      WORK BY OTHERS**

8.1 The DISTRICT may perform additional Work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these.

8.2 The CONTRACTOR will afford the other Contractors who are parties to such direct contracts (or the DISTRICT, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his work with theirs. Should the Contract entail relocation of facilities not a part of this Contract, the CONTRACTOR will coordinate and cooperate with the applicable entity responsible for this portion of the work.

8.3 Water lines, sewer lines, drainage structures and pipes, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are

to be relocated or adjusted are to be moved by the owners at their expense, unless otherwise provided in the Contract. It is understood and agreed that the CONTRACTOR has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained to it due to any interference from the said utility appurtenances or the operation of moving them. If any part of the CONTRACTOR'S work depends (for proper execution) upon the Work of any such other Contractor (or the DISTRICT), the CONTRACTOR will inspect and promptly report to the OWNER'S REPRESENTATIVE in writing, any defects, deficiencies or delays in such Work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to report shall constitute an acceptance of the Work, except as to defects, deficiencies and delays which may appear in the other Work after the execution of his Work.

8.4 The CONTRACTOR will do all cutting, fitting and patching of its Work, which is consistent with the Contract Documents that may be required to make its several parts come together properly and enable it to receive or be received by such other Work. The CONTRACTOR will not endanger any Work of others by cutting, excavating or otherwise altering such other Work and will only cut or alter such other work with the written consent of the OWNER'S REPRESENTATIVE.

8.5 If the performance of additional Work by other Contractors or the DISTRICT is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work.

#### **ARTICLE 9. OWNER'S REPRESENTATIVE STATUS DURING CONSTRUCTION**

9.1 The DISTRICT shall issue all communications to the CONTRACTOR.

9.2 The DISTRICT will issue, with reasonable promptness, such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the DISTRICT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

9.3 The OWNER'S REPRESENTATIVE may authorize, with prior approval from the DISTRICT, minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order and the CONTRACTOR shall perform the Work involved promptly. If the CONTRACTOR believes that a Field Change Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

#### **ARTICLE 10. CHANGES IN WORK**

10.1 Without invalidating the Agreement, the DISTRICT may unilaterally and at any time or from time to time order additions, deletions or revisions in the Work; these will be authorized by written Change Orders or Field Directive Change. Upon receipt of a Change Order or Field Directive

Change, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order or Field Directive Change causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, an equitable adjustment will be made. Additional Work performed by the CONTRACTOR without written authorization of a change in the form of an approved written Change Order will not entitle CONTRACTOR to an increase in the Contract Price or any extension of the Contract Time, except in the case of an emergency. If additions in the work requested by the DISTRICT involve addition of a new subcontract or of additional scope of work such that the DISTRICT considers it in its best interests, the CONTRACTOR shall: Obtain cost proposals from multiple potential subcontractors, suppliers or vendors, at Contractor's sole expense, if so required by the DISTRICT, in order to help ensure competitive pricing; and, Obtain DISTRICT's prior written approval of any proposed Subcontractor, including Sub-subcontractors, to be utilized who are not already included on the approved list of Subcontractors.

#### **ARTICLE 11. CHANGE IN CONTRACT PRICE**

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data and shall be accompanied by the CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with paragraph 11.2. All claims for adjustment in the Contract Price shall be reviewed by the OWNER'S REPRESENTATIVE. Any change in the Contract Price shall be incorporated in a Change Order and approved by the DISTRICT. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

#### **ARTICLE 12. CHANGE IN CONTRACT TIME**

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data (analysis and documentation). If adverse weather conditions are the basis of a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph. All claims for adjustment in the Contract Time shall be determined by the OWNER'S REPRESENTATIVE. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The DISTRICT shall not be responsible for any delay in the completion of the project where the delay is beyond the control or without fault or negligence on behalf of the DISTRICT. The

DISTRICT shall not be held accountable for extra compensation or an extension of time due to default by the CONTRACTOR, subcontractors, or suppliers in the furnishing of labor or materials for the project, or having to replace defective materials.

12.3 The CONTRACTOR shall be entitled to a claim for a reasonable extension of time when a delay or hindrance is caused by an act of God, or any material act or omission on the part of the DISTRICT, provided the CONTRACTOR gives notice to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and having stated the detailed nature of the claim. The CONTRACTOR'S sole remedy shall be an extension of Contract Time.

12.4 No extension of Contract Time or increases in Contract Price shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., or (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes) or (3) any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time unless otherwise agreed to by the DISTRICT in its sole discretion or (4) for any delay which is caused by the CONTRACTOR having to replace defective material or equipment or (5) delays attributable to the lack of performance by Subcontractors regardless of the reasons or (6) delays attributable to delivery of equipment, supplies or materials

12.5 All time limits stated in the Contract Documents are of the essence of the Agreement.

### **ARTICLE 13. WARRANTY GUARANTEE / ACCEPTANCE OF DEFECTIVE WORK**

13.1 The CONTRACTOR warrants and guarantees to the DISTRICT that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, test or approvals referred to in this Article for a period of twelve months following final completion and acceptance by the DISTRICT. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents or such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article. Contractor is to assign any and all warranties or guarantees on equipment, materials, etc. to the DISTRICT.

13.2 If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the OWNER'S REPRESENTATIVE timely notice of readiness therefor. The CONTRACTOR will furnish the OWNER'S REPRESENTATIVE with the required certificates of inspection, testing or approval. If any such Work required to be inspected, tested or approved is covered without written approval of the OWNER'S REPRESENTATIVE, it shall, if requested by the OWNER'S REPRESENTATIVE, be uncovered for observation at the CONTRACTOR'S expense. The cost of all such inspections, tests and approvals shall be borne by the CONTRACTOR unless otherwise provided.

13.3 Neither observations by the OWNER'S REPRESENTATIVE, nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform and complete the Work in accordance with the requirements of the Contract Documents.

13.4 The DISTRICT and the OWNER'S REPRESENTATIVE shall at all times have access to the Work. The CONTRACTOR shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

13.4 If any work has been covered which the OWNER'S REPRESENTATIVE has not specifically requested to observe prior to its being covered, or if the OWNER'S REPRESENTATIVE considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the OWNER'S REPRESENTATIVE'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the OWNER'S REPRESENTATIVE may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expense of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if he makes a claim therefore as provided in Article 11 and 12.

13.5 If the Work is defective, if the CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to SUBCONTRACTORS for labor, materials or equipment, the DISTRICT may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated: however, this right of the DISTRICT to stop the work shall not give rise to any duty on the part of the DISTRICT to exercise this right for the benefit of the CONTRACTOR or any other party.

13.6 If required by the OWNER'S REPRESENTATIVE prior to approval of any progress payment and final payment, the CONTRACTOR will, promptly, without cost to the DISTRICT and as specified by the OWNER'S REPRESENTATIVE, either correct any defective Work whether or not fabricated, installed or completed or, if the Work has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within ten (10) calendar days, all as specified in a written notice from the OWNER'S REPRESENTATIVE, the OWNER'S REPRESENTATIVE may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement shall be the responsibility of the CONTRACTOR and paid by the CONTRACTOR. If the CONTRACTOR does not make such payment, in addition to any other remedy that the DISTRICT possesses, the DISTRICT has the right to deduct such amount from any payment otherwise properly due the CONTRACTOR. The CONTRACTOR will also bear the expense of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

13.7 If, after the approval of the final payment and prior to the expiration of one (1) year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the CONTRACTOR will promptly, without cost to the DISTRICT, and in accordance with the OWNER'S REPRESENTATIVE'S written instructions, either correct such defective Work or, if it has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If, within seven (7) calendar days, the CONTRACTOR does not comply with the terms of such instructions, the Bonding Company shall be notified of default and requested to make repairs or replacement, the DISTRICT may have the

defective Work corrected or the rejected Work removed and replaced. All direct and indirect costs of such removal and replacement shall be paid by the CONTRACTOR. This shall be in addition to, and not in substitution for, the warranty requirement set forth elsewhere in these Contract Documents.

13.8 If the CONTRACTOR should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the DISTRICT may, after three (3) calendar days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against the CONTRACTOR. A Change Order shall be issued incorporating the appropriate revision to the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the DISTRICT.

#### **ARTICLE 14. PAYMENT AND COMPLETION**

14.1 Within ten (10) calendar days after the effective date of the Agreement, the CONTRACTOR will submit a schedule of values of the Work including quantities and unit prices totaling to the Contract Price. This schedule shall be satisfactory in form and substance to the DISTRICT and shall subdivide the Work into sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedule of values by the OWNER'S REPRESENTATIVE, it shall be incorporated into the payment process.

14.2 Not more often than once a month, nor less often than specified in the approved payment schedule and on a date established at the Project Pre-Construction Conference, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for review a proper invoice filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and supported by such data as the OWNER'S REPRESENTATIVE may reasonably require. Also, if payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the OWNER'S REPRESENTATIVE, as will establish the DISTRICT'S title to the material and equipment and protect its interest therein, including applicable insurance. The Application for Payment shall also be accompanied by legally effective partial releases or waivers of liens from the CONTRACTOR and all SUBCONTRACTORS. Materialmen and suppliers which performed services or provided materials for the CONTRACTOR pursuant to the Contract Documents. All progress payments will be subject to the retainage percentage specified in the Contract Documents. Such retainage shall be paid and will be issued in the final payment after acceptance by the DISTRICT of the Work.

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified herein, and if approved shall be due twenty-five (25) business days after the date on which the Application for Payment is stamped received. At the end of the twenty-five (25) business days, Contractor may send the Contract Manager an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, except for any portion of the Application for Payment that DISTRICT determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, DISTRICT shall reject the Application for Payment within twenty (20) business days after the

date stamped received and said rejection shall specify the deficiency and the action necessary to cure that deficiency. If Contractor submits a request that corrects the deficiency, the corrected Application for Payment must be paid or rejected within ten (10) business days after the corrected Application for Payment is stamped as received. Any dispute between DISTRICT and Contractor shall be resolved in accordance with the process and time frames for payment set forth in Section 287.76(2), Florida Statutes. The DISTRICT shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

14.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the DISTRICT prior to the next making of application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

14.4 Prior to final payment, the CONTRACTOR shall, in writing to the OWNER'S REPRESENTATIVE, certify that the entire Project is substantially complete and request that the OWNER'S REPRESENTATIVE issue a Certificate of Substantial Completion. Pursuant to Article 3 of the Agreement, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of the Project to determine the status of completion. If the DISTRICT does not consider the Project substantially complete, it will notify the CONTRACTOR in writing giving the reasons therefore. If the DISTRICT considers the Project substantially complete, a Certificate of Substantial Completion will be issued. This certificate shall fix the date of Substantial Completion and the responsibilities between the DISTRICT and the CONTRACTOR for maintenance, heat and utilities. The Certificate of Substantial Completion will also include a punch list of items to be completed or corrected, said time to be within the Contract Time as specified in Article 3. The DISTRICT shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion but the DISTRICT will allow the CONTRACTOR reasonable access to complete items on the punch list.

14.5 Prior to final payment, the OWNER'S REPRESENTATIVE may request the CONTRACTOR to permit the use of a specified part of the Project which the DISTRICT believes it may use without significant interference with construction of the other parts of the Project. If the CONTRACTOR agrees, he will certify to the OWNER'S REPRESENTATIVE that said part of the Project is substantially complete and request the OWNER'S REPRESENTATIVE to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of that part of the Project to determine its status of completion. If the DISTRICT considers that part of the Project to be substantially complete, the OWNER'S REPRESENTATIVE will deliver to the CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the DISTRICT and the CONTRACTOR for maintenance, heat and utilities as to that part of the Project. The DISTRICT shall have the right to exclude the CONTRACTOR from any part of the Project which is so certified to be substantially complete but the DISTRICT will allow the CONTRACTOR reasonable access to complete or correct items on the punch list.

14.6 Upon written notice from the CONTRACTOR that the Project is complete, the OWNER'S REPRESENTATIVE will make a final inspection with the CONTRACTOR and will notify the



CONTRACTOR in writing of any particulars which this inspection reveals that the Work is defective. The CONTRACTOR shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

14.7 After the CONTRACTOR has completed any such corrections to the satisfaction of the OWNER'S REPRESENTATIVE and delivered all maintenance and operating instructions, schedules, guarantees, warranties, bonds, Certificates of Inspection, Certificates of Completion and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CONTRACTOR and all SUBCONTRACTORS which performed services for the CONTRACTOR pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

14.8 If, on the basis of its observations and review of the Work during construction, its final inspection and its review of the final Estimate and Requisition for Payment, all as required by the Contract Documents, the OWNER'S REPRESENTATIVE is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, it will, within twenty-five (25) days after receipt of the final Application for Payment, indicate in writing its approval of payment and deliver the application to the DISTRICT. Otherwise, it will return the Application to the CONTRACTOR, indicating in writing its reason for refusing to approve final payment, in which case the CONTRACTOR will make the necessary corrections and re-submit the Application. The DISTRICT will, within fifteen (15) calendar days after receipt of approved application for final payment, either indicate their approval of the estimate and requisition application for payment pay the CONTRACTOR the amount approved by the DISTRICT and issue a Certificate of Final Completion or return the application thru the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.

14.9 If, after substantial Completion of the Work, final completion is materially delayed through no fault of the CONTRACTOR, and the OWNER'S REPRESENTATIVE so confirms, the DISTRICT shall and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Article 6, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the OWNER'S REPRESENTATIVE, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.10 If liquidated damages are to be deducted from the final payment, the DISTRICT shall so notify the CONTRACTOR in writing at least seven (7) calendar days prior to the DISTRICT'S processing of the payment disbursement..

14.13 Upon receipt of the Contractor Performance Evaluation, the CONTRACTOR will have seven (7) calendar days, from the date received, to review, comment, sign and return back to the Project Manager. If the evaluation has not been received back from the CONTRACTOR within the seven (7) calendar days, the DISTRICT will assume the CONTRACTOR fully agrees with and has no comments to the evaluation. The evaluation will then be placed on file with DISTRICT.

14.14 The CONTRACTOR'S obligation to perform the Work and complete the Project in

accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the DISTRICT, the issuance of the Certificates of Completion, any payment by the DISTRICT to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by the DISTRICT, any act of acceptance by the DISTRICT, any failure to do so, nor any correction of defective Work by the DISTRICT shall constitute an acceptance of Work not in accordance with the Contract Documents.

14.15 The making and acceptance of final payment shall constitute:

14.15.1 A waiver of all claims by the DISTRICT against the CONTRACTOR other than those arising from unsettled liens, from defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents, or from the terms of any guarantees specified therein, and,

14.15.2 A waiver of all claims by the CONTRACTOR against the DISTRICT other than those previously made in writing and still unsettled.

## **ARTICLE 15. SUSPENSION OF WORK AND TERMINATION**

15.1 The DISTRICT may at any time and without cause suspend the Work or any portion thereof for a period of not more than thirty (30) calendar days by notice in writing to the CONTRACTOR. The DISTRICT shall fix the date on which Work shall be resumed and the CONTRACTOR will resume the Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price, an extension of the Contract Time or both, if such increases are justified and directly attributable to any DISTRICT suspension and if he makes a claim thereof as provided in Articles 11 and 12.

15.2 If the CONTRACTOR is adjudged bankrupt or insolvent, if CONTRACTOR makes a general assignment for the benefit of his creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, if he files a petition to take advantage of any debtor's act or reorganizes under the bankruptcy or similar laws, if CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, if CONTRACTOR repeatedly fails to make prompt payments to SUBCONTRACTORS for labor, materials or equipment, if CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, if he disregards the authority of the OWNER'S REPRESENTATIVE, or if CONTRACTOR otherwise substantially violates any provisions of the Contract Documents, then the DISTRICT may, without prejudice to any other right or remedy and after giving the CONTRACTOR and CONTRACTOR's surety seven (7) calendar days written notice, terminate the services of the CONTRACTOR and take possession of the Project and all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the Work by whatever method the DISTRICT may deem expedient or arrange with the Surety to complete the project. The CONTRACTOR, if notified by the DISTRICT to do so, shall promptly remove any part of his equipment and supplies from the property of the DISTRICT; failing, the DISTRICT shall have the right to remove such equipment and supplies at the expense of the CONTRACTOR. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds such unpaid balance, the CONTRACTOR will pay the difference to the DISTRICT. Such cost incurred by the

DISTRICT will be determined by the DISTRICT and incorporated in a Change Order.

Where the CONTRACTOR'S services have been so terminated by the DISTRICT, said termination shall not affect any rights of the DISTRICT against the CONTRACTOR then existing or which may thereafter accrue. If so terminated, any retention or payment of monies by the DISTRICT due the CONTRACTOR will not release the CONTRACTOR from liability accruing under this Contract. If after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of Article 15.2 or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 15.3.

15.3 Upon seven (7) calendar days written notice to the CONTRACTOR, the DISTRICT may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case the CONTRACTOR shall be paid for all Work executed up to the date of such termination and any expense sustained plus a reasonable profit.

15.4 If through no fault of the CONTRACTOR, or a Subcontractor, Sub-Subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) calendar days by the DISTRICT or under an order of court or other public authority, or the OWNER'S REPRESENTATIVE has not issued a certificate for payment and has not notified the CONTRACTOR of the reason for withholding certification as provided in 14.4 or because the DISTRICT has not made payment on a certificate for payment within the time stated in the Contract Documents, than the CONTRACTOR may, upon seven (7) calendar days written notice to the DISTRICT and the OWNER'S REPRESENTATIVE, terminate the Agreement and recover from the DISTRICT payment for all Work executed and proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

15.5 In addition and in lieu of terminating the Agreement, if the OWNER'S REPRESENTATIVE has failed to act on an application for payment or the DISTRICT has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) calendar days written notice to the DISTRICT and the OWNER'S REPRESENTATIVE stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligation under paragraph 7.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the DISTRICT.

## **ARTICLE 16. MISCELLANEOUS**

16.1 All Specifications, Drawings and copies thereof furnished by the DISTRICT, to the CONTRACTOR, shall remain the DISTRICT'S property. They shall not be used on another Project.

16.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the CONTRACTOR and the rights and remedies available to the DISTRICT thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

16.3 Should the DISTRICT or the CONTRACTOR suffer injury or damage to its person or

property because of any error, omission or act of the other or any of his employees, agents, or others for whose acts a party is legally liable, a claim should be made in writing to the other party within seven (7) calendar days of the first observance of such injury or damage. This shall not be deemed to waive any immunity from claim on the part of the DISTRICT, whether it be through sovereign immunity or due to specific provisions set forth in these Contract Documents.

16.4 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

**ARTICLE 17.**      **MAINTENANCE OF RECORDS**

17.1 The CONTRACTOR shall keep adequate records and supporting documents applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of five (5) years from the date of termination of this Contract. The DISTRICT and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the DISTRICT deems necessary during the period of this Contract and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. The DISTRICT, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

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

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
FINANCIAL STATEMENTS  
UNAUDITED  
OCTOBER 31, 2023**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
OCTOBER 31, 2023**

	General 001	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
<b>ASSETS</b>							
Operating accounts							
SunTrust	\$ 118,282	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 118,282
Assessment account-Horizons Bank	303,781	-	-	-	-	-	303,781
Centennial Bank - MMA	78,279	-	-	-	-	-	78,279
Finemark - MMA	249,953	-	-	-	-	-	249,953
Finemark - ICS	2,247,717	-	-	-	-	-	2,247,717
Investments							
Revenue	-	291,799	-	277,530	-	-	569,329
Reserve - series B	-	-	-	109,041	-	-	109,041
Prepayment	-	-	1,025	1,852	-	-	2,877
Prepayment - 2002B exchange	-	473	-	-	-	-	473
Undeposited funds	-	-	-	33,191	-	-	33,191
Due from general fund	-	6,602	-	2,821	-	-	9,423
Due from developer	94,160	-	-	-	-	-	94,160
Due from other funds							
FCC Marsh	-	-	89,032	-	174,001	183,751	446,784
Due from Fiddler's Creek CDD #2	15,786	-	-	-	-	-	15,786
Prepaid expense	1,262	-	-	-	-	-	1,262
Deposits	5,125	-	-	-	-	-	5,125
Total assets	<u>\$ 3,114,345</u>	<u>\$ 298,874</u>	<u>\$ 90,057</u>	<u>\$ 424,435</u>	<u>\$ 174,001</u>	<u>\$ 183,751</u>	<u>\$ 4,285,463</u>
<b>LIABILITIES &amp; FUND BALANCES</b>							
<b>Liabilities:</b>							
Accounts payable	\$ 9,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,150
Due to other funds							
Debt service 2014-1	6,602	-	-	-	-	-	6,602
Debt service 2014-2B	2,821	-	-	-	-	-	2,821
Total liabilities	<u>18,573</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>18,573</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Deferred receipts	94,160	-	-	-	-	-	94,160
Total deferred inflows of resources	<u>94,160</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>94,160</u>
<b>Fund balances:</b>							
Restricted for							
Debt service	-	298,874	90,057	424,435	174,001	183,751	1,171,118
Unassigned	3,001,612	-	-	-	-	-	3,001,612
Total fund balances	<u>3,001,612</u>	<u>298,874</u>	<u>90,057</u>	<u>424,435</u>	<u>174,001</u>	<u>183,751</u>	<u>4,172,730</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 3,114,345</u>	<u>\$ 298,874</u>	<u>\$ 90,057</u>	<u>\$ 424,435</u>	<u>\$ 174,001</u>	<u>\$ 183,751</u>	<u>\$ 4,285,463</u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 31,772	\$ 31,772	\$ 2,447,916	1%
Assessment levy: off-roll	-	-	376,642	0%
Interest	9,994	9,994	50,000	20%
Total revenues	<u>41,766</u>	<u>41,766</u>	<u>2,874,558</u>	1%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	-	-	12,918	0%
Management	5,044	5,044	60,525	8%
Assessment roll preparation	2,124	2,124	25,490	8%
Accounting services	1,647	1,647	19,764	8%
Audit	-	-	15,400	0%
Legal	-	-	25,000	0%
Engineering	-	-	50,000	0%
Telephone	72	72	867	8%
Postage	-	-	2,300	0%
Insurance	29,929	29,929	34,000	88%
Printing and binding	55	55	659	8%
Legal advertising	378	378	2,000	19%
Office supplies	-	-	750	0%
Annual district filing fee	175	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	116	116	4,000	3%
Website/ADA website compliance	210	210	920	23%
Dissemination agent	986	986	11,828	8%
Total administrative	<u>40,736</u>	<u>40,736</u>	<u>286,096</u>	14%
<b>Field management</b>				
Field management services	2,186	2,186	26,237	8%
Total field management	<u>2,186</u>	<u>2,186</u>	<u>26,237</u>	8%
<b>Water management maintenance</b>				
Other contractual	-	-	317,858	0%
Fountains	13,464	13,464	90,000	15%
Total water management maintenance	<u>13,464</u>	<u>13,464</u>	<u>407,858</u>	3%
<b>Street lighting</b>				
Contractual services	2,072	2,072	15,000	14%
Electricity	2,811	2,811	36,000	8%
Holiday lighting program	7,500	7,500	16,500	45%
Miscellaneous	-	-	17,500	0%
Total street lighting	<u>12,383</u>	<u>12,383</u>	<u>85,000</u>	15%



**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Landscaping</b>				
Other contractual - landscape maintenance	-	-	942,000	0%
Other contractual - flowers	-	-	52,000	0%
Improvements and renovations	-	-	195,000	0%
Contingencies	-	-	15,000	0%
Total landscaping	<u>-</u>	<u>-</u>	<u>1,204,000</u>	0%
<b>Roadway</b>				
Roadway maintenance	-	-	85,000	0%
Capital outlay	-	-	40,000	0%
Total roadway	<u>-</u>	<u>-</u>	<u>125,000</u>	0%
<b>Irrigation supply</b>				
Electricity	54	54	750	7%
Repairs and maintenance	10,719	10,719	50,000	21%
Other contractual-irrigation manager	-	-	52,500	0%
Supply system	21,664	21,664	579,150	4%
Total irrigation supply	<u>32,437</u>	<u>32,437</u>	<u>682,400</u>	5%
<b>Other fees &amp; charges</b>				
Property appraiser	12,240	12,240	38,249	32%
Tax collector	636	636	50,998	1%
Total other fees & charges	<u>12,876</u>	<u>12,876</u>	<u>89,247</u>	14%
Total expenditures	<u>114,082</u>	<u>114,082</u>	<u>2,905,838</u>	4%
Excess/(deficiency) of revenues over/(under) expenditures	(72,316)	(72,316)	(31,280)	
Fund balances - beginning	3,073,928	3,073,928	2,797,711	
Assigned				
Working capital	706,133	706,133	706,133	
Sandpiper traffic signal obligation	352,000	352,000	352,000	
Future Irr. mainline breaks	100,000	100,000	100,000	
Unassigned	1,843,479	1,843,479	1,608,298	
Fund balances - ending	<u>\$ 3,001,612</u>	<u>\$ 3,001,612</u>	<u>\$ 2,766,431</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 OCTOBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 5,147	\$ 5,147	\$ 391,680	1%
Interest	1,161	1,161	-	N/A
Total revenues	<u>6,308</u>	<u>6,308</u>	<u>391,680</u>	2%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	200,000	0%
Interest	-	-	181,194	0%
Total debt service	<u>-</u>	<u>-</u>	<u>381,194</u>	0%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	6,120	0%
Tax collector	103	103	8,160	1%
Total other fees & charges	<u>103</u>	<u>103</u>	<u>14,280</u>	1%
Total expenditures	<u>103</u>	<u>103</u>	<u>395,474</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	6,205	6,205	(3,794)	
Fund balances - beginning	292,669	292,669	264,183	
Fund balances - ending	<u>\$ 298,874</u>	<u>\$ 298,874</u>	<u>\$ 260,389</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 OCTOBER 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 444,722	0%
Interest	5	5	-	N/A
Total revenues	<u>5</u>	<u>5</u>	<u>444,722</u>	0%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	185,000	0%
Interest	-	-	178,063	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>363,063</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	5	5	81,659	
Fund balances - beginning	90,052	90,052	1,013	
Fund balances - ending	<u>\$ 90,057</u>	<u>\$ 90,057</u>	<u>\$ 82,672</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 OCTOBER 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 2,161	\$ 2,161	\$ 210,528	1%
Interest	1,706	1,706	-	N/A
Total revenues	<u>3,867</u>	<u>3,867</u>	<u>210,528</u>	2%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	85,000	0%
Interest	-	-	79,750	0%
Total debt service	<u>-</u>	<u>-</u>	<u>164,750</u>	0%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	3,290	0%
Tax collector	43	43	4,386	1%
Total other fees & charges	<u>43</u>	<u>43</u>	<u>7,676</u>	1%
Total expenditures	<u>43</u>	<u>43</u>	<u>172,426</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	3,824	3,824	38,102	
Fund balances - beginning	420,611	420,611	411,357	
Fund balances - ending	<u>\$ 424,435</u>	<u>\$ 424,435</u>	<u>\$ 449,459</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 OCTOBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 759,650	0%
Interest	1	1	-	N/A
Total revenues	<u>1</u>	<u>1</u>	<u>759,650</u>	0%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	245,000	0%
Interest	-	-	348,000	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>593,000</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	1	1	166,650	
Fund balances - beginning	<u>174,000</u>	<u>174,000</u>	<u>-</u>	
Fund balances - ending	<u>\$ 174,001</u>	<u>\$ 174,001</u>	<u>\$ 166,650</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 OCTOBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 804,978	0%
Interest	1	1	-	N/A
Total revenues	<u>1</u>	<u>1</u>	<u>804,978</u>	0%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	260,000	0%
Interest	-	-	367,500	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>627,500</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	1	1	177,478	
Fund balances - beginning	<u>183,750</u>	<u>183,750</u>	<u>(1,528)</u>	
Fund balances - ending	<u>\$ 183,751</u>	<u>\$ 183,751</u>	<u>\$ 175,950</u>	

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

**MINUTES**

**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 a Regular Meeting on October 25, 2023 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:**

Robert Slater	Chair
Joseph Schmitt (via telephone)	Vice Chair
Torben Christensen	Assistant Secretary
Joseph Badessa	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer General Manager
Ryan Hennessey	Fiddler’s Creek Director of Community Services
Alex Kurth (via telephone)	Premier Lakes, Inc.
Mike Barrow	GulfScapes Landscape Mgmt (GulfScapes)
Bill Needham	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 8:00 a.m. Supervisors Badessa, Christensen and Slater were present. Supervisor Schmitt attended via telephone. Supervisor Weinberg was not present.

**On MOTION by Mr. Slater and seconded by Mr. Badessa, with all in favor, authorizing Mr. Schmitt’s attendance and full participation, via telephone, due to exceptional circumstances, was approved.**

**SECOND ORDER OF BUSINESS**

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

No members of the public spoke.



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**THIRD ORDER OF BUSINESS**

**Quality Control Lake Report - Premier Lakes, Inc. (Alex Kurth)**

Mr. Alex Kurth presented the Quality Control Lake Report and highlighted the following:

- Will continue to monitor lakes recently treated for algae and the FC canal system for Illinois pond weed.
- The Cardinal Cove Canal was treated for bladder wort, splendid spike rush and southern niad weed; in control of 95% after one week. Expects 100% control after inspection tomorrow.
- Fine tuning treatments will continue over the next month, which will include the wetland crews treating the bigger golf course littoral shelves.
- The lake conditions show vast improvement over the last six months. A lot of continued re-growth of beneficials was observed, which will help fill in the open areas.

While appreciation was expressed for the map identifying the lake locations, it was noted that the map needs to be modified to include the canal system.

Regarding Lake 11, Mr. Pires will finalize the draft email to golf course management tomorrow. Mrs. Adams noted the CDD’s contract specifications might differ from the Rookery’s contractor and the County’s stance on the Cristata Lilly.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-01, Concerning the Conveyance of Certain Land Described Herein, Deemed Unnecessary to Be Owned in Fee Simple for District Public Purposes; Determining that Disposal of Fee Simple Title in Said Land in Exchange for a Platted Lake Maintenance Easement is in the Best Interest of the Public and the District; Authorizing the Conveyance of the Land Described Herein and the Acceptance of a Replacement Platted Lake Maintenance Easement; Authorizing Certain Officers of the District to Take All Actions Required and to Execute and Deliver All Documents, Instruments and Certificates Necessary in Connection with the Conveyance of the Land Described Herein and the Acceptance of a Replacement Platted Lake Maintenance Easement; All Subject to an Opinion of Bond Counsel for the District that Such Transaction is Not Prohibited by the District's Special Assessment Revenue Bonds, Series 2014-1**

83 (and Associated Documents); Authorizing the Vice  
84 Chairman and Assistant Secret Aries to Act in the  
85 Stead of the Chairman or the Secretary, as the  
86 Case May Be; Authorizing Certain Officers of the  
87 District to Take All Actions and Enter into all  
88 Agreements Required in Connection with the  
89 Conveyance of the Land Described Herein; and  
90 Providing an Effective Date (*under separate cover*)  
91

92 Mr. Pires asked for this item to be tabled to the next meeting, as he received a  
93 memorandum from Bond Counsel that needs clarification and it might be necessary to  
94 incorporate language into the Resolution. Mrs. Adams stated that the next meeting might be in  
95 December, as there are plans to cancel the November meeting.  
96

## 97 FIFTH ORDER OF BUSINESS

### Health, Safety and Environment Reports

98

#### 99 A. Irrigation and Pressure Cleaning Efforts

100 Mr. Hennessey reviewed the Monthly PowerPoint presentation, which included  
101 reminders to report questions, comments or concerns to [Irrigation@Fiddlerscreek.com](mailto:Irrigation@Fiddlerscreek.com) or  
102 [Pressurewashing@Fiddlerscreek.com](mailto:Pressurewashing@Fiddlerscreek.com) or directly to the Safety Department.

#### 103 B. Security and Safety Update

104 Mr. Hennessey reviewed the monthly PowerPoint presentation, which included  
105 reminders to first call 911 in an emergency, followed by reporting the incident or other non-  
106 emergency matters to the Community Patrol. Residents can register guests via the member's  
107 website, mobile app, calling the Automated Gatehouse or emailing [Safety@Fiddlerscreek.com](mailto:Safety@Fiddlerscreek.com).

108

## 109 SIXTH ORDER OF BUSINESS

### Developer's Report

110

111 Mr. Parisi reported the following:

112 ➤ The Fiddler's Creek Foundation, Inc., Detailed Satellite Irrigation Maintenance Inspection  
113 Reports was emailed to Mrs. Adams and are included later in the agenda.

114 ➤ The cost to upgrade the wiring and satellite stations will not be available for another  
115 year. A Construction Manager needs to be engaged to design the systems and decide which  
116 communities can be combined; the interview process is still underway.

117 ➤ The warranty package for the Gatehouse on Championship will be sent to Mrs. Adams.

118 Mr. Parisi discussed the overall process to develop and construct the dog park.

119 Resident Bill Needham stated he and other residents thought that the dog park permits  
120 were already underway. Mr. Parisi noted the site and building permits for the project differ. He  
121 anticipates completing the project by February or March 2024.

122

123 SEVENTH ORDER OF BUSINESS

Engineer’s Report: Hole Montes, a  
Bowman Company

124

125

126 Mr. Cole reported the following:

127 ➤ The Mulbury Lane sidewalk repairs are almost completed.

128 ➤ The Fiddler’s Creek Parkway sidewalk repairs from the irrigation break are completed.

129 The area needs to be cleaned up and re-landscaped.

130 ▪ **Collier Paving Concrete Proposal for Club Center Drive Sidewalk Repairs and**  
131 **Additional Areas to Address Trip Hazards**

132 **This item was an addition to the agenda.**

133 Mr. Cole presented the Collier Paving proposal received today for trip hazard repairs for  
134 about 340 square feet of sidewalk and 60’ of grinding.

135

**On MOTION by Mr. Slater and seconded by Mr. Badessa, with all in favor, the  
Collier Paving Concrete Proposal for Club Center Drive sidewalk repairs and  
additional areas to address trip hazards, in a not-to-exceed amount of \$13,640,  
was approved.**

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142 ➤ The consultant’s traffic signal variance was approved yesterday. The Florida Department  
143 of Transportation (FDOT) will provide written documentation of its intent to issue the permit  
144 once the performance bond is received from the contractor. CDD #2 realized a cost saving of  
145 \$100,000 by using a radio signal instead of installing conduit from Sandpiper Drive to Manatee  
146 Road.

147 Mr. Cole anticipates the project will be completed for the 2025 season, with costs of  
148 about \$1.3 million or less.

149 ➤ The irrigation Pumphouse #2 roof will be removed this week and the pump equipment  
150 will be installed and operational a few weeks later, even though the building permit and  
151 proposal to replace the roof are still pending.

152 ➤ Approved paving repair projects at Mulberry Lane, Mulberry Court intersection and the  
153 section of Championship Drive near Hawk’s Nest are on Collier Paving’s December schedule.

154 ➤ Work on submitting a substantial change to remove the wooden guard rail opposite  
155 Whisper Trace is underway.

156

157 **EIGHTH ORDER OF BUSINESS**

**Discussion: Fiddler’s Creek Foundation,  
158 Inc., Satellite Report [Irrigation  
159 Maintenance Agreement]**

160

161 The Reports were presented during the Sixth Order of business.

162

163 **NINTH ORDER OF BUSINESS**

**Consideration of Proposals to Replace  
164 Landscaping at the Main Entrance**

165

166 **A. GulfScapes Landscape Management Services #4296**

167 Regarding irrigation and warranty questions, Mr. Barrow, of GulfScapes, noted there is  
168 no charge for any irrigation needs or damages during the installation process. The warranty  
169 term is one year.

170 **B. Juniper Landscaping of Florida, LLC #236854**

171

**On MOTION by Mr. Slater and seconded by Mr. Christensen, with all in favor,  
173 GulfScapes Landscape Management Services Proposal #4296 to replace  
174 landscaping at the main entrance, in a not-to-exceed amount of \$70,978, was  
175 approved.**

176

177

178 **TENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
179 Statements as of September 30, 2023**

180

181 **• Breakdown**

182 The Financial Highlights Report was distributed. It depicts that the bulk of the funds  
183 transferred to CDD #2 were specific to the Irrigation Pump House Upgrades that required a  
184 deposit.

185 Regarding transferring banking to BankUnited, Mr. Adams stated it will occur once the  
186 documents are executed this week. He stated that FineMark Bank’s latest effort to manage the  
187 ICS account resulted in the CDD earning \$10,500 in interest for its surplus operating funds.

188 The financials were accepted.

189

190 **ELEVENTH ORDER OF BUSINESS**

**Approval of September 27, 2023 Regular Meeting Minutes**

191

192

193 **On MOTION by Mr. Slater and seconded by Mr. Badessa, with all in favor, the**  
194 **September 27, 2023 Regular Meeting Minutes, as amended, were approved.**

195

196

197 **TWELFTH ORDER OF BUSINESS**

**Action/Agenda or Completed Items**

198

199 Items 5, 6 and 7 were completed.

200 Item 8: Vendor changed from GulfScapes to AquaMatic. A meeting will be scheduled

201 with Mr. Benet and Mr. Barrow.

202 Item 9 was combined with Item 3.

203

204 **THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

205

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

207 Mr. Pires reported the following:

208 ➤ Edited Mr. Fitzgibbons' draft letter on the Limited Cost-Sharing Agreement regarding  
209 traffic calming improvements on Cherry Oaks Trail, which was finalized at the last meeting. Mr.  
210 Adams submitted the letter to the County on Monday; whereby, Trebilcock will proceed with  
211 the process of obtaining traffic calming approvals from Collier County.

212 ➤ The County advised that the Collier County Comprehensive Watershed Improvement  
213 Plan (CCCWIP) was placed on hold; it might be necessary to restart the entire study process.

214 Mr. Schmitt voiced his belief that the traffic light will be installed before this comes to  
215 fruition. The County offered to keep the CDD posted and attend a CDD meeting when closer to  
216 the design stage.

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

218 • **NEXT MEETING DATE: November 8, 2023 at 8:00 AM**

219 ○ **QUORUM CHECK**

220

221 **On MOTION by Mr. Slater and seconded by Mr. Badessa, with all in favor,**  
222 **cancelling the November 8, 2023 meeting, was approved.**

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Asked if CDD #2 agreed to arbitration, Mr. Adams replied no. The court hearing is set for the end of September or early October 2024, which will require completing discovery prior to the hearing. CDD #2 filed a Motion for Summary Judgement and the CDD #2 Chair verbalized the intent to request reimbursement of attorney’s fees. Mr. Adams responded to questions regarding anticipated attorney’s fees and mediation costs.

Mr. Slater presented the following motion, although a similar one was approved at the last meeting.

**On MOTION by Mr. Slater and seconded by Mr. Badessa, with Mr. Slater, Mr. Badessa and Mr. Schmitt in favor and Mr. Christensen dissenting, authorizing District Counsel to send a letter to CDD #2’s Counsel requesting a mediation meeting and filing a letter with the Court, was approved. [Motion passed 3-1]**

In response to a request, Mr. Adams will research and notify the Board about the Interlocal Agreement’s severability clause.

- **Operations Manager: Wrathell, Hunt and Associates, LLC**  
**This item was an addition to the agenda.**

It was noted that this item is an ongoing agenda item under Staff Reports but it was inadvertently omitted from this agenda; it will be included on future agendas.

Mrs. Adams distributed the Monthly Field Operations Report.

**FOURTEENTH ORDER OF BUSINESS** **Supervisors’ Requests**

There were no Supervisors’ requests.

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

There were no public comments.

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

**On MOTION by Mr. Slater and seconded by Mr. Badessa, with all in favor, the meeting adjourned at 8:50 a.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

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

**ACTION/AGENDA  
ITEMS**







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

**STAFF  
REPORTS**

<b>FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 25, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>November 8, 2023* CANCELED</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>December 13, 2023*</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>January 24, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>February 28, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>March 27, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>April 24, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>May 22, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>June 26, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>July 24, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>August 28, 2024</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>8:00 AM</b>
<b>September 25, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>

**\*Exceptions**

*November meeting date is two weeks earlier to accommodate the Thanksgiving holiday.  
 December meeting date is two weeks earlier to accommodate the Christmas holiday.*