

FIDDLER'S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #2

September 22, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Fiddler's Creek Community Development District #2

OFFICE OF THE DISTRICT MANAGER

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

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

September 15, 2021

Board of Supervisors
Fiddler's Creek Community Development District #2

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

Dear Board Members:

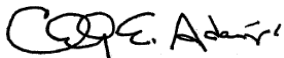
The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold a Regular Meeting on September 22, 2021 at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items
3. Update: Line of Credit for Impending Hurricane Season
4. Health, Safety and Environment Report
 - Irrigation and Pressure Washing Efforts – Todd Lux
 - Security and Safety Update – Dan Frechette
5. Update: Status of Taylor Morrison Faulty Design Issues and Potential Claim for Associated Engineering and Legal Expenses
6. Developer's Report/Update
7. Engineer's Report: *Hole Montes, Inc.*
 - A. Update: Cost Estimates for Proposed Remedial Plan, Plats and Pool Permits
 - I. Proposals to Install Yard Drains Outside the Ficus Hedge (*to be provided under separate cover*)
 - II. Proposals to Remove Ficus Hedge and Have Yard Drains Installed in Correct Locations (*to be provided under separate cover*)
 - B. Lake Erosion Report
8. Update: Fiddler's Creek Plaza Sidewalk Issues
 - Sidewalk Easement

9. Update: Halvorsen Contribution for Traffic Signal
 10. Discussion: Memorandum to the Board of Supervisors Regarding Consideration of Acceptance of Deeds for Fee Simple Ownership of Various Landscape/Buffer Tracts Within Fiddler's Creek Community Development District 2
 11. Acceptance of Unaudited Financial Statements as of August 31, 2021
 12. Approval of August 25, 2021 Public Hearings and Regular Meeting Minutes
 - Action Items
 13. Staff Reports
 - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
 - B. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: October 27, 2021 at 10:00 A.M. at The Rookery at Marco Golf Club, Board Room, 3433 Club Center Drive, Naples, Florida 34114
 - QUORUM CHECK
 - C. Operations Manager: *Wrathell, Hunt and Associates, LLC*
14. Supervisors' Requests
15. Public Comments
16. Adjournment

Victoria DiNardo	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Elliot Miller	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Linda Viegas	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
John P. Nuzzo	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Bill Klug	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

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
#2

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CDD 2

9/22/2021

TODD LUX, DIRECTOR OF FACILITIES

CDD I CONTRACTED RESPONSIBILITIES

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

TREE CANOPY TRIMMING



Fruited Palms:

- Completing during September

TREE CANOPY TRIMMING



Scheduled During October- Fruited Palms:

- North Buffer Wall Along 41

TREE CANOPY TRIMMING



Scheduled During October- “High” Palms:

- Buffer Around Veneta

PRESSURE WASHING



Past 30 Days:

- Fiddler's Creek Parkway
- Pepper Tree

Projected 30 Days:

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

Future:

- Club Center Blvd

PRESSURE WASHING



Before & After Photos:

- “41” Gatehouse

Current Month's Projected Plan

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



COLLEEN BUCKLEY/STARR

ENTRANCE & GATEHOUSE

ENTRANCE & GATEHOUSE

PUBLIC GOLFING CENTER

Future Wellness and Tennis Center

The Club & Spa

Tennis & Pickleball Facility

Temporary Driving Range

Future Golf Clubhouse and Driving Range

Marsh Pointe

CCRC

INFORMATION CENTER GATEHOUSE

HAWK'S BAY CARIBBEAN COVE

DEER CROSSING

HILLBROOK BAY

CHAMPIONSHIP DRIVE

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Questions?

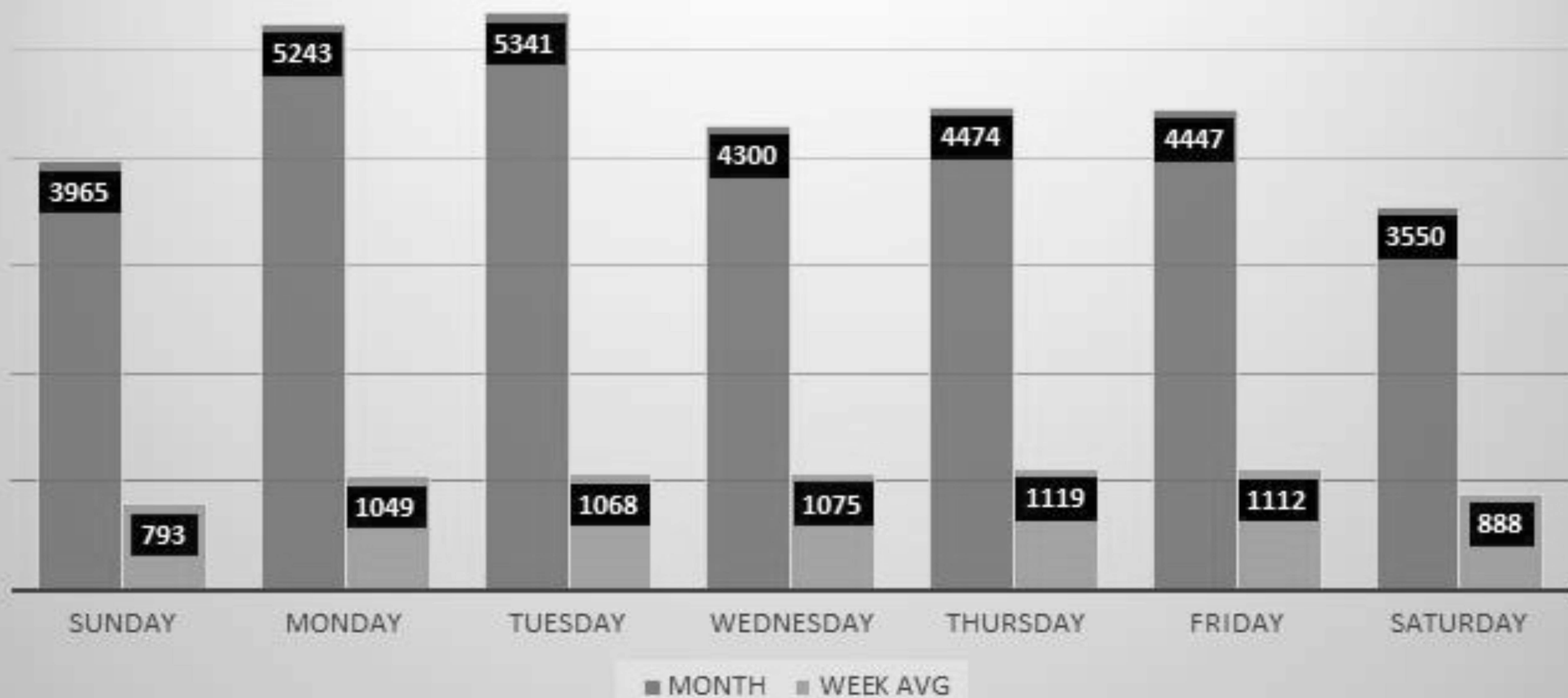


Gate Access Control

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

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

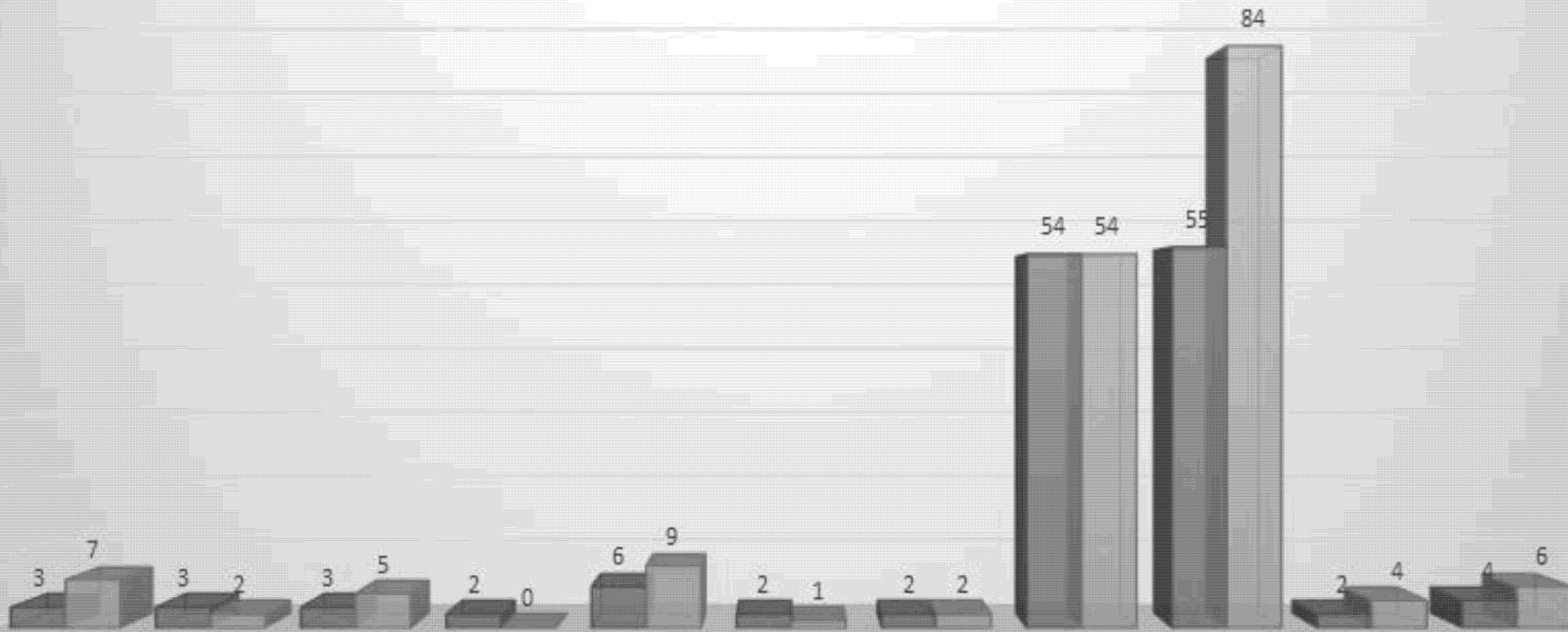
GATEHOUSE ACCESS CONTROL-AUGUST 2021



Occupancy Report - August 2020/2021



INCIDENTS-AUGUST-JULY 2021



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

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

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Anthony P. Pires, Jr.
apires@wpl-legal.com

Respond to the Naples Office:
3200 Tamiami Trail North
Suite 200
Naples, FL 34103
(239) 649-6555
Facsimile: (239) 649-7342

MEMORANDUM

TO: Board of Supervisors, Fiddler's Creek Community Development District #2
FROM: Anthony P. Pires, Jr., District Counsel *APP*
DATE: September 14, 2021
RE: Proposed Grant of Sidewalk Easement; Sandpiper Drive; Fiddler's Creek Plaza

During the review of the plat for Fiddler's Creek Plaza, it was determined that a portion of the constructed sidewalk to be owned and maintained by the Fiddler's Creek Community Development District #2 (CDD#2) was not located in any easement in favor of CDD#2. See attached email (and pertinent attachments) from the District Engineer, Terry Cole, dated June 15, 2021. The attached Grant of Easement addresses that issue.

RECOMMENDED ACTION:

That the Board of Supervisors accept the Grant of Easement, with the costs of recording to be borne by the Grantor.

Anthony Pires

From: Terry Cole <TerryCole@hmeng.com>
Sent: Tuesday, June 15, 2021 6:01 PM
To: Anthony Pires; Joe Parisi
Cc: Chuck Adams (adamsc@whhassociates.com); Cleo Adams
Subject: RE: Fiddler's Creek Plaza & Sandpiper Dr. Landscape Responsibilities, inspection pictures and punchlist
Attachments: FC Plaza Grading, Paving and Drainage As-builts.pdf; FC Plaza - highlighted plat areas.pdf; Ingress, Egress and Utility Easement OR4185, PG2883.pdf; 5U2 PB 48 Pgs 86-93.pdf; Tract E aerial showing existing sidewalk location.JPG

Tony,

Attached are the Paving, Grading and Drainage as-built drawings. Based on them and our site inspection, here is a summary of the sidewalk locations:

1. The existing and new sidewalk along the south and east side of Sandpiper Drive from U.S. 41 to Sandpiper Lane are located within Tract A CDD 2 ROW (Sandpiper Drive) or the SWE dedicated to CDD#2 within Tract B.
2. The existing and new sidewalk along the south and east side of Sandpiper Drive from Sandpiper Lane to Tract E are located within Tract A CDD 2 ROW (Sandpiper Drive).
3. Portions of the existing sidewalk along the south and east side of Sandpiper Drive adjacent to Tract E are located within Tract E which is FC Oyster Harbor for maintenance. A SWE is needed for this area in favor of CDD 2 for maintenance.
See green highlighted area on as-builts and also the aerial from the appraiser's site.
4. The existing and new sidewalk along the west side of Sandpiper Drive from U.S. 41 past Tract E are located within Tract A CDD 2 ROW (Sandpiper Drive) and/or Tracts E and F of the 5U2 plat – see attached for reference. All of these tracts are dedicated to CDD 2 for maintenance.

I suggest that we have a call to discuss this.

thanks,



W. Terry Cole, P.E.

District Engineer, Fiddler's Creek - CDD 1 and CDD #2
Hole Montes, Inc.

RECORD DRAWINGS 06/2022
 GRADING, PAVING AND DRAINAGE ONLY

THIS RECORD DRAWING HAS BEEN PREPARED BY THE ENGINEER BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER ASSUMES NO LIABILITY FOR ANY INFORMATION NOT PROVIDED BY THE CLIENT. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THIS DRAWING. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION NOT PROVIDED BY THE CLIENT.

* INDICATES RECORD INFORMATION

STATION	INLET	OUTLET	PERMIT	AREA	PERCENT	PERCENT
0+00	0+00	0+00	0+00	0.00	0.00	0.00
0+10	0+10	0+10	0+10	0.10	0.10	0.10
0+20	0+20	0+20	0+20	0.20	0.20	0.20
0+30	0+30	0+30	0+30	0.30	0.30	0.30
0+40	0+40	0+40	0+40	0.40	0.40	0.40
0+50	0+50	0+50	0+50	0.50	0.50	0.50
0+60	0+60	0+60	0+60	0.60	0.60	0.60
0+70	0+70	0+70	0+70	0.70	0.70	0.70
0+80	0+80	0+80	0+80	0.80	0.80	0.80
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10+80	10+80	10+80	10+80	10.80	10.80	10.80
10+90	10+90	10+90	10+90	10.90	10.90	10.90
11+00	11+00	11+00	11+00	11.00	11.00	11.00
11+10	11+10	11+10	11+10	11.10	11.10	11.10
11+20	11+20	11+20	11+20	11.20	11.20	11.20
11+30	11+30	11+30	11+30	11.30	11.30	11.30
11+40	11+40	11+40	11+40	11.40	11.40	11.40
11+50	11+50	11+50	11+50	11.50	11.50	11.50
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11+70	11+70	11+70	11+70	11.70	11.70	11.70
11+80	11+80	11+80	11+80	11.80	11.80	11.80
11+90	11+90	11+90	11+90	11.90	11.90	11.90
12+00	12+00	12+00	12+00	12.00	12.00	12.00
12+10	12+10	12+10	12+10	12.10	12.10	12.10
12+20	12+20	12+20	12+20	12.20	12.20	12.20
12+30	12+30	12+30	12+30	12.30	12.30	12.30
12+40	12+40	12+40	12+40	12.40	12.40	12.40
12+50	12+50	12+50	12+50	12.50	12.50	12.50
12+60	12+60	12+60	12+60	12.60	12.60	12.60
12+70	12+70	12+70	12+70	12.70	12.70	12.70
12+80	12+80	12+80	12+80	12.80	12.80	12.80
12+90	12+90	12+90	12+90	12.90	12.90	12.90
13+00	13+00	13+00	13+00	13.00	13.00	13.00
13+10	13+10	13+10	13+10	13.10	13.10	13.10
13+20	13+20	13+20	13+20	13.20	13.20	13.20
13+30	13+30	13+30	13+30	13.30	13.30	13.30
13+40	13+40	13+40	13+40	13.40	13.40	13.40
13+50	13+50	13+50	13+50	13.50	13.50	13.50
13+60	13+60	13+60	13+60	13.60	13.60	13.60
13+70	13+70	13+70	13+70	13.70	13.70	13.70
13+80	13+80	13+80	13+80	13.80	13.80	13.80
13+90	13+90	13+90	13+90	13.90	13.90	13.90
14+00	14+00	14+00	14+00	14.00	14.00	14.00
14+10	14+10	14+10	14+10	14.10	14.10	14.10
14+20	14+20	14+20	14+20	14.20	14.20	14.20
14+30	14+30	14+30	14+30	14.30	14.30	14.30
14+40	14+40	14+40	14+40	14.40	14.40	14.40
14+50	14+50	14+50	14+50	14.50	14.50	14.50
14+60	14+60	14+60	14+60	14.60	14.60	14.60
14+70	14+70	14+70	14+70	14.70	14.70	14.70
14+80	14+80	14+80	14+80	14.80	14.80	14.80
14+90	14+90	14+90	14+90	14.90	14.90	14.90
15+00	15+00	15+00	15+00	15.00	15.00	15.00
15+10	15+10	15+1				

by
LC



This instrument prepared by:
Mark J. Woodward, Esquire
Woodward & Pires & Lombardo, P.A.
3200 Tamiami Trail North, Suite 200
Naples, Florida 34103

COPY

(Fiddler's Creek Plaza-Tract "E")

SIDEWALK EASEMENT

Know all men by these presents that **FC Oyster Harbor, LLC, a Delaware limited liability company**, the owner of the property described in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, grants and conveys to **Fiddler's Creek Community Development District 2, a community development district established pursuant to Ch. 190 F.S. (hereinafter referred to as "Grantee")** for Sidewalk Purposes as defined below, the right, privilege and easement (the "Easement") over, upon and across the property described in Exhibit "A" attached hereto and made a part hereof ("Easement Areas").

Grantee shall have the right to use the Easement Areas, or any portion thereof, for the purpose of ingress and egress for sidewalk purposes with responsibility for maintenance ("Sidewalk Purposes").

This Easement and the right to use the Easement Areas by the parties referred to above shall be nonexclusive and Grantor hereby retains for itself, its successors and assigns, the right to use the Easement Areas, provided such uses shall not unreasonably interfere with the rights of use of the Easement Areas held by the Grantee.

This Easement shall be nonexclusive and the rights, covenants and agreements of the parties shall run with the title to the property and shall be binding on and inure to the benefit of the parties hereto and their successors and assigns.

This Easement shall automatically terminate upon Grantor's (or its successor or assigns) upon recording of a future re-plat containing permanent Sidewalk Easement in substitution of the easements granted herein.

The Grantor covenants that it has the right to convey the Easement and that the Grantee, its successors and assigns, shall have quiet and peaceful possession, use and enjoyment of the Easement.



IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 18th day of August, 2021.

Signed, sealed and delivered in the presence of

GRANTOR:

FC Oyster Harbor, LLC, a Delaware limited Liability company

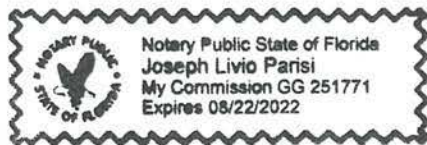

Print Name: Joseph L. Parisi

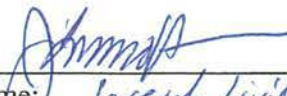
By: 
Aubrey J. Ferrao, as President and Chief Executive Officer and not individually 


Print Name: MARISSA FERRAO GODLEWSKI

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 18th day of August, 2021, by Aubrey J. Ferrao, as President and Chief Executive Officer of FC Oyster Harbor, LLC, a Delaware limited liability company, on behalf of the limited liability company, who is personally known to me.




Print Name: Joseph Livio Parisi
Notary Public
Commission No. GG 251771
My Commission Expires: 8/22/2022
(SEAL)

PROPERTY DESCRIPTION

A 10 FOOT WIDE SIDEWALK EASEMENT LYING WITHIN TRACT "E", FIDDLERS CREEK PLAZA, PLAT BOOK 69, PAGES 10 THROUGH 14, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT "E", FIDDLERS CREEK PLAZA, PLAT BOOK 69, PAGES 10 THROUGH 14, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID TRACT "E", FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES, 1) NORTH 44°04'19" EAST, A DISTANCE OF 151.74 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; 2) THENCE NORTHEASTERLY 7.74 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 398.65 FEET, A CENTRAL ANGLE OF 01°06'45", (CHORD BEARING NORTH 43°38'11" EAST, A DISTANCE OF 7.74 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; 3) THENCE SOUTHERLY 24.80 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 47°21'36", (CHORD BEARING SOUTH 19°24'01" WEST, A DISTANCE OF 24.10 FEET); THENCE SOUTH 44°04'19" WEST, A DISTANCE OF 115.22 FEET TO A POINT ON THE AFOREMENTIONED BOUNDARY OF SAID TRACT "E", THE SAME BEING A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE ALONG SAID BOUNDARY, WESTERLY 25.23 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 48°11'23", (CHORD BEARING SOUTH 68°10'01" WEST, A DISTANCE OF 24.49 FEET) TO THE POINT OF BEGINNING.

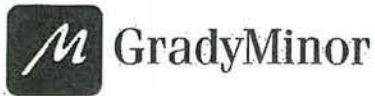
Page 1 of 2
CONTAINING 1,289 SQUARE FEET, MORE OR LESS.

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 WEST LINE TRACT "E", FIDDLERS CREEK PLAZA, PLAT BOOK 69, PAGES 10 THROUGH 14, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING N 44°04'19" 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.

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	FCPPPL
SCALE:	N/A
DATE:	6/23/2021
FILE:	19-39-SWE
SHEET:	1 of 2

NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2



GradyMinor
 Civil Engineers • Land Surveyors • Planners • Landscape Architects
 Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 28000266
 Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

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

SKETCH AND DESCRIPTION

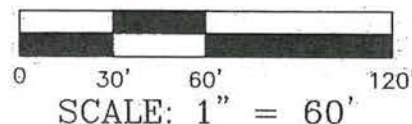
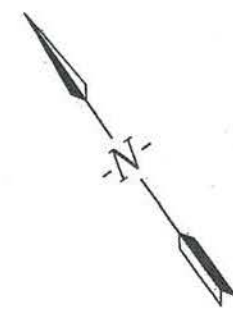
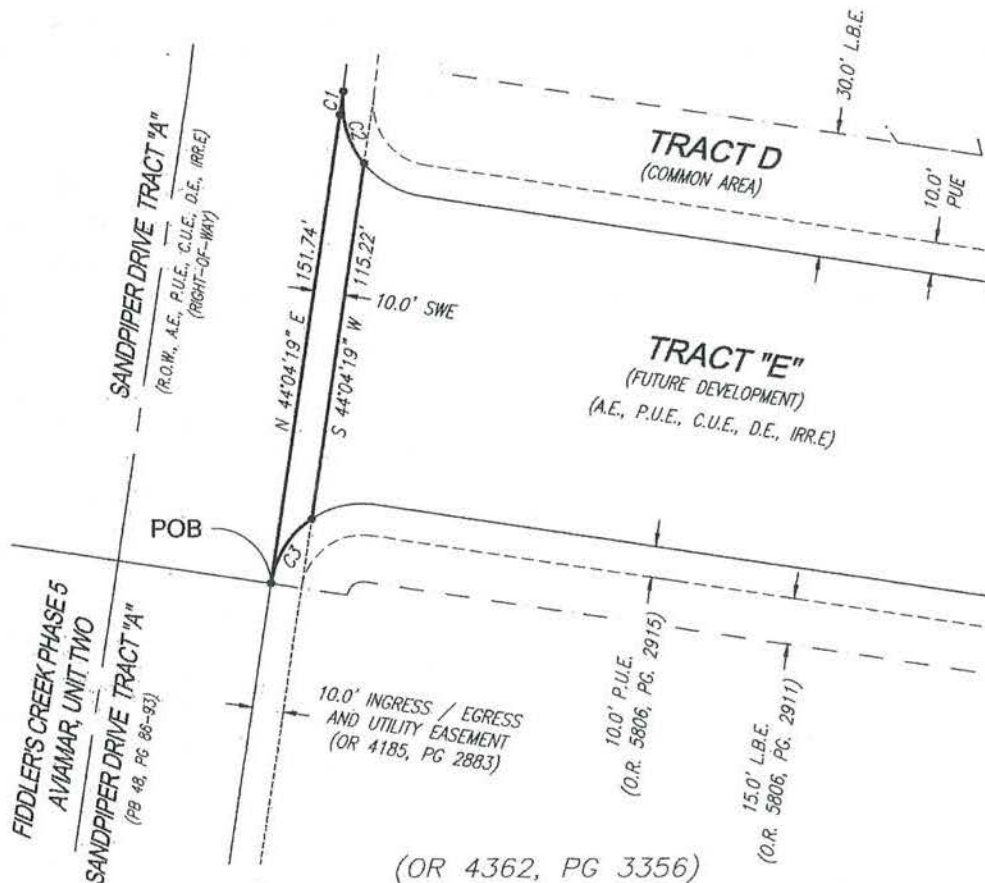
10' WIDE SIDEWALK EASEMENT
 TRACT "E", FIDDLER'S CREEK PLAZA
 PLAT BOOK 69, PAGES 10 THROUGH 14
 LYING IN
 SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA

6/24/21
 DATE SIGNED

Donald L. Sainteny III
 DONALD L. SAINTENY III, P.S.M.
 FL LICENSE #16761
 FOR THE FIRM

G:\SURVEY\PROJECT SURVEY 2019\39 FIDDLER'S CREEK PLAZA SURVEY\19-39-SWE.DWG

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	398.65'	7.74'	1°06'45"	N 43°38'11" E	7.74'
C2	30.00'	24.80'	47°21'36"	S 19°24'01" W	24.10'
C3	30.00'	25.23'	48°11'23"	S 68°10'01" W	24.49'

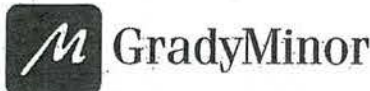


THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

LEGEND

- POB POINT OF BEGINNING
- PB PLAT BOOK
- OR OFFICIAL RECORDS BOOK
- PG PAGE(S)
- P.U.E. PUBLIC UTILITY EASEMENT
- ROW RIGHT-OF-WAY
- C.U.E. COUNTY UTILITY EASEMENT
- AE ACCESS EASEMENT
- DE DRAINAGE EASEMENT
- L.B.E. LANDSCAPE BUFFER EASEMENT
- S.W.E. SIDEWALK EASEMENT
- DENOTES CHANGE IN DIRECTION

NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2



O. 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 Fort Myers: 239.690.4380

SKETCH AND DESCRIPTION
 10' WIDE SIDEWALK EASEMENT
 TRACT "E", FIDDLER'S CREEK PLAZA
 PLAT BOOK 69, PAGES 10 THROUGH 14
 LYING IN
 SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA

* NOT A SURVEY *	DRAWN BY:	KJG
	CHECKED BY:	DLS
	JOB CODE:	FCPPPL
	SCALE:	1" = 60'
	DATE:	6/23/2021
	FILE:	19-39-SWE
SHEET:	2 of 2	

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

9

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

DISTRICT TRAFFIC SIGNAL AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Miscellaneous.

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

SIGNATURES APPEAR ON FOLLOWING PAGE

SIGNATURE PAGE TO AGREEMENT DATED JANUARY 29, 2020

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

FC OYSTER HARBOR, LLC

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

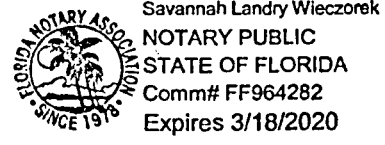
Date: Jan 29, 2020

STATE OF FLORIDA)
)
COUNTY OF COLLIER)

SS:

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

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



FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

Attest:

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

By: [Signature]

Print Name: John P. Nuzzo
Assistant Secretary

Date: 1/29/20

Date: 1/29/20

STATE OF FLORIDA COUNTY OF COLLIER

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

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



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

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

HEPFC, LLC, a Florida limited liability company

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

Date: 1/29/20

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

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

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS:

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

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



EXHIBIT "A" THE PROPERTY

PROPERTY DESCRIPTION
 A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 28 EAST AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE EAST LINE OF SAID FRACTION, NORTH 00°20'46" EAST, A DISTANCE OF 1,080.17 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 45°55'41" WEST, A DISTANCE OF 243.84 FEET; THENCE NORTH 22°06'49" EAST, A DISTANCE OF 136.63 FEET; THENCE NORTH 45°55'41" WEST, A DISTANCE OF 155.94 FEET; THENCE NORTH 44°04'19" EAST, A DISTANCE OF 487.72 FEET; THENCE SOUTH 45°55'41" EAST, A DISTANCE OF 690.00 FEET; THENCE NORTH 44°04'19" EAST, A DISTANCE OF 121.65 FEET; THENCE NORTH 39°18'30" EAST, A DISTANCE OF 120.42 FEET; THENCE NORTH 44°04'19" EAST, A DISTANCE OF 63.53 FEET; THENCE NORTH 54°21'06" WEST, A DISTANCE OF 10.11 FEET; THENCE NORTH 44°04'19" EAST, A DISTANCE OF 50.55 FEET TO A POINT ON THE RIGHT-OF-WAY OF US 41 (TAMiami TRAIL) (SR 90); THENCE RUN ALONG SAID RIGHT-OF-WAY, SOUTH 54°21'06" EAST, A DISTANCE OF 101.09 FEET; THENCE SOUTH 44°04'19" WEST, A DISTANCE OF 50.55 FEET; THENCE NORTH 54°21'06" WEST, A DISTANCE OF 10.11 FEET; THENCE SOUTH 44°04'19" WEST, A DISTANCE OF 75.38 FEET; THENCE SOUTH 48°50'08" WEST, A DISTANCE OF 120.42 FEET; THENCE SOUTH 44°04'19" WEST, A DISTANCE OF 161.65 FEET; THENCE NORTH 45°55'41" WEST, A DISTANCE OF 133.54 FEET; THENCE SOUTH 67°16'14" WEST, A DISTANCE OF 30.48 FEET; THENCE SOUTH 44°04'19" WEST, A DISTANCE OF 53.52 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHWESTERLY 124.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 10°20'38", (CHORD BEARING SOUTH 51°06'00" WEST, A DISTANCE OF 124.40 FEET); THENCE NORTH 45°55'41" WEST, A DISTANCE OF 29.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.73 ACRES, MORE OR LESS.

NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT AND REFER TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA AS BEING N 0°20'46" E.
- DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED 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.

*** THIS IS NOT A SURVEY ***
 NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2

DESIGNED BY: KLD
 CHECKED BY: OLS
 JOB CODE: FOPROP
 SCALE: N/A
 DATE: 24 MARCH 2017
 FILE: 18-148 TRACT F
 SHEET: 1 OF 2

INDEXED BOUNDARY AND LEGAL, 10-25-2016
 INDEXED BOUNDARY AND LEGAL, 5-18-2015
 INDEXED BOUNDARY AND LEGAL, 4-4-2015

EXHIBIT "A" (SHOPPING CENTER TRACT)

GradyMinor
 Civil Engineers • Land Surveyors • Planners • Landscape Architects
 2001 S. 2nd Avenue, Suite 200, Naples, FL 34102
 Phone: 239.437.1111 | www.GradyMinor.com | Fort Myers: 239.930.4100

SKETCH AND DESCRIPTION

A PARCEL OF LAND
 LYING IN
 SECTION 13, TOWNSHIP 51 SOUTH, RANGE 28 EAST
 SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST
 COLLIER COUNTY, FLORIDA

CURVE #	RADIUS	LENGTH	BEAR	CHORD BEARING	CHORD LENGTH
C1	690.00'	124.57'	N 10°20'38" W	N 51°06'00" W	124.40'

LEGEND
 REF: TOP OF STAKE
 POC: POINT OF COMMENCEMENT
 M: METERS
 OF: OFFSET
 PL: PLAIN
 PLS: PLAIN SURFACE
 PLS: PLAIN SURFACE
 PLS: PLAIN SURFACE
 PLS: PLAIN SURFACE
 PLS: PLAIN SURFACE
 PLS: PLAIN SURFACE

*** THIS IS NOT A SURVEY ***
 NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2

DESIGNED BY: KLD
 CHECKED BY: OLS
 JOB CODE: FOPROP
 SCALE: 1" = 200'
 DATE: 24 MARCH 2017
 FILE: 18-148 TRACT F
 SHEET: 2 OF 2

INDEXED BOUNDARY AND LEGAL, 10-25-2016
 INDEXED BOUNDARY AND LEGAL, 5-18-2015
 INDEXED BOUNDARY AND LEGAL, 4-4-2015

EXHIBIT "A" (SHOPPING CENTER TRACT)

GradyMinor
 Civil Engineers • Land Surveyors • Planners • Landscape Architects
 2001 S. 2nd Avenue, Suite 200, Naples, FL 34102
 Phone: 239.437.1111 | www.GradyMinor.com | Fort Myers: 239.930.4100

SKETCH AND DESCRIPTION

A PARCEL OF LAND
 LYING IN
 SECTION 13, TOWNSHIP 51 SOUTH, RANGE 28 EAST
 SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST
 COLLIER COUNTY, FLORIDA

EXHIBIT "B"

Signal Work.

Shoppes at Fiddler's Creek

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

Collier County, Florida

September 19, 2019

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

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

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

INTERLOCAL AGREEMENT
[TRAFFIC SIGNAL COST SHARING]

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

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

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

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

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

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

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

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

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

NOW THEREFORE,

WITNESSETH

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

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

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

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

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

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

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

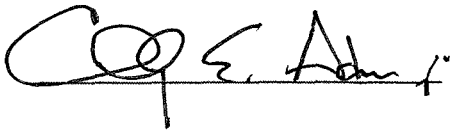
5. This Interlocal Agreement shall be recorded in the Public Records of Collier County, Florida and shall be binding upon all the parties hereto and their respective successors and assigns.

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

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

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

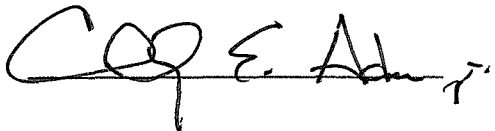
ATTEST:

Handwritten signature of C. E. Adams in black ink, written over a horizontal line.

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT 1

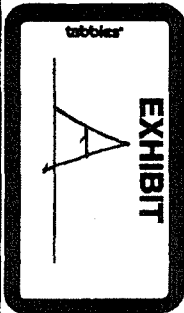
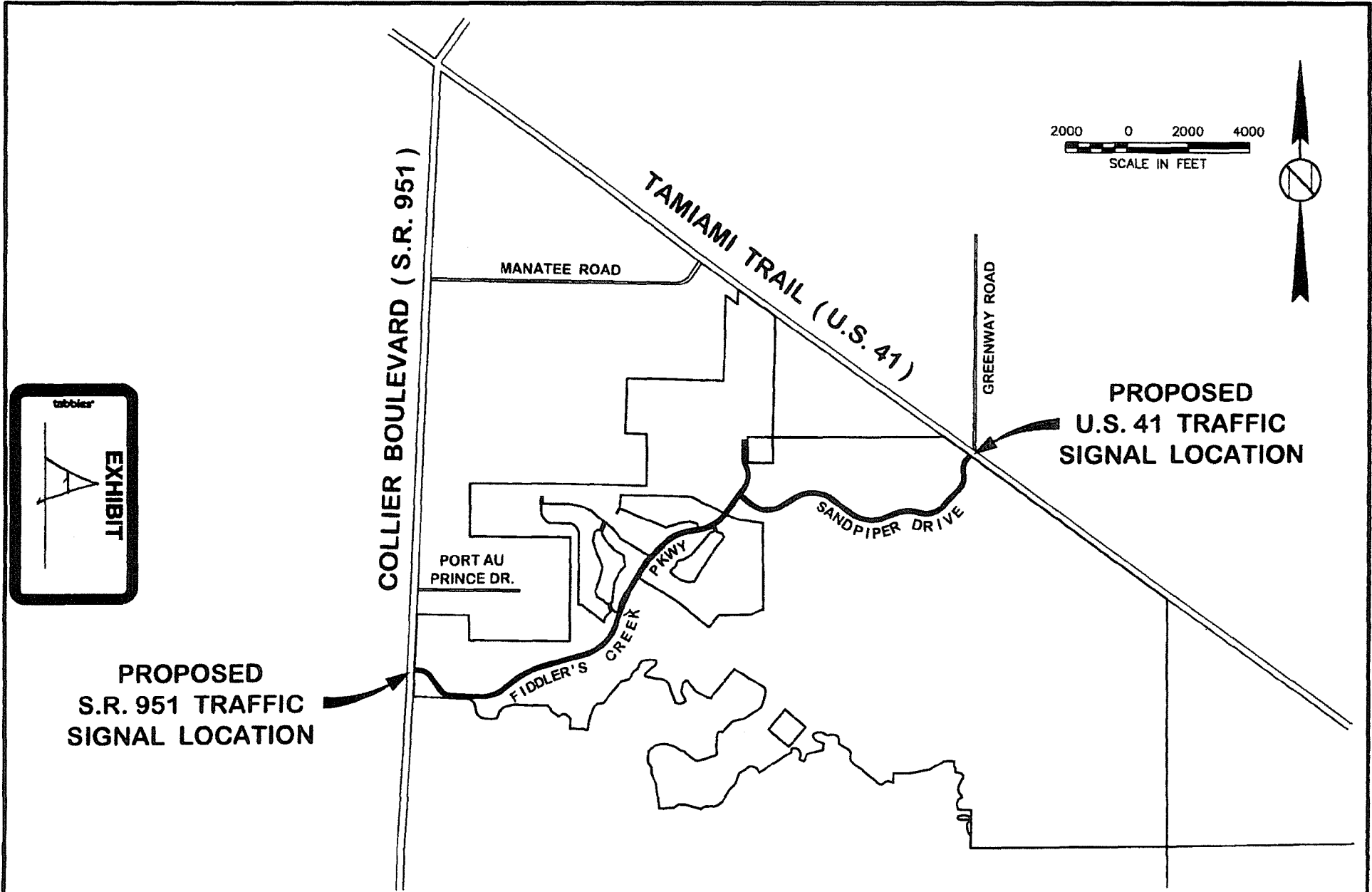
Handwritten signature of J. B. Brigham in black ink, written over a horizontal line.

ATTEST:

Handwritten signature of C. E. Adams in black ink, written over a horizontal line.

FIDDLERS CREEK
COMMUNITY DEVELOPMENT
DISTRICT 2

Handwritten signature of James Redman in black ink, written over a horizontal line.



**PROPOSED
S.R. 951 TRAFFIC
SIGNAL LOCATION**

**PROPOSED
U.S. 41 TRAFFIC
SIGNAL LOCATION**

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



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

**FIDDLER'S CREEK
PROPOSED TRAFFIC
SIGNAL LOCATIONS**

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

FIRST AMENDMENT TO INTERLOCAL AGREEMENT
[TRAFFIC SIGNAL COST SHARING]

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

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

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

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

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

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

WITNESSETH

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

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

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

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

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

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

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

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

ATTEST:

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT 1

COPELAND SEBINGHAM

ATTEST:

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT 2

COPELAND ER

ORDINANCE NO. 20- 35

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

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

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

SECTION ONE:

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

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

SECTION TWO:

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

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

ATTEST:
CRYSTAL K. KINZEL, CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

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

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

Approved as to form and legality:

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

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

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

EXHIBIT "A"

Description:

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

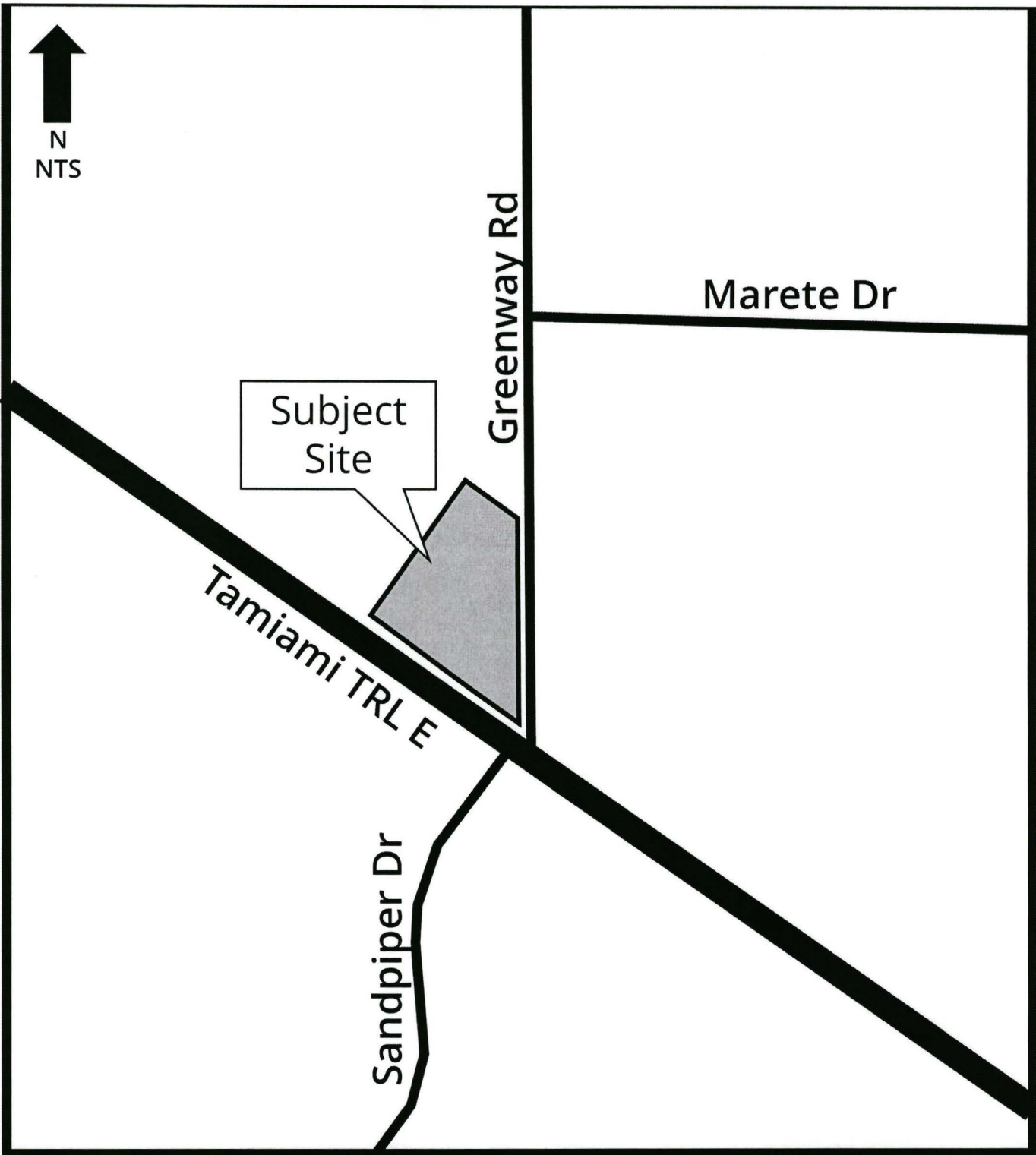
Thence along the East line of said Section 13, S 0°19'37" W 336.19 feet to the Northerly right of way line of US-41 (State Road 90); thence along said right of way line N 54°18'59" W 484.26 feet; thence N 35°41'01" E 400.00 feet; thence S 54°18'59" E 200.00 feet to the East line of Section 12, Township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

Parcel Identification Number: 00737560004

Exhibit B

CONDITIONS OF APPROVAL

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



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

7-Eleven Greenway Naples
Rezone

Exhibit C



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

November 4, 2020

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

Dear Ms. Jennejohn:

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

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2


10



Anthony P. Pires, Jr.
apires@wpl-legal.com

Respond to the Naples Office:
3200 Tamiami Trail North
Suite 200
Naples, FL 34103
(239) 649-6555
Facsimile: (239) 649-7342

MEMORANDUM

TO: Board of Supervisors, Fiddler's Creek Community Development District #2
FROM: Anthony P. Pires, Jr., District Counsel 
DATE: September 15, 2021
RE: Consideration of Acceptance of Deeds For Fee Simple Ownership of
Various Landscape/Buffer Tracts within Fiddler's Creek Community
Development District 2

On August 3, 2021 various Special Warranty Deeds were recorded in the Public Records of Collier County, Florida deeding various buffer/landscape tracts to CDD#2. Copies of those recorded deeds, followed by aerial photographs of the respective parcels, are attached as **Exhibit "A"** to this Memorandum.

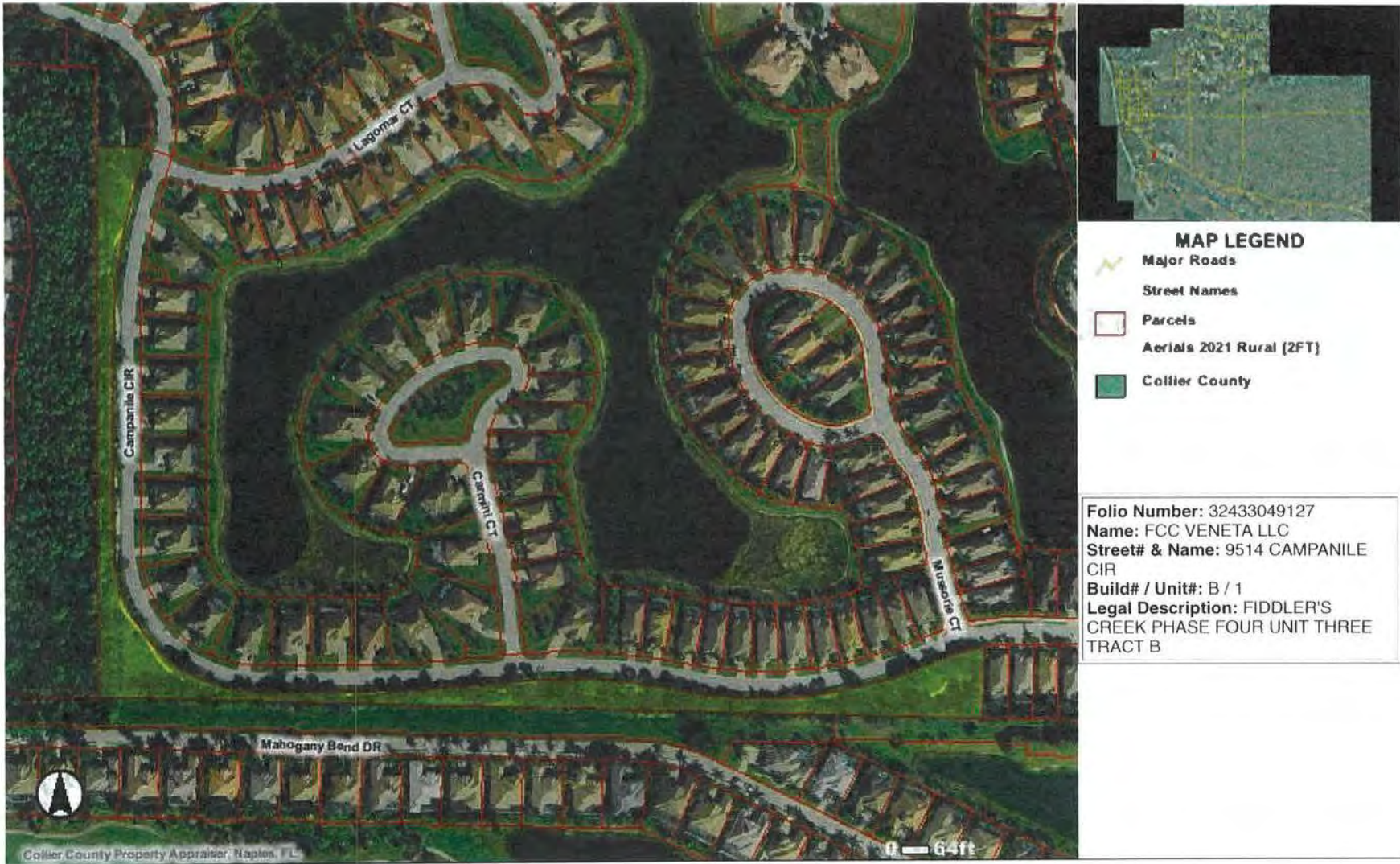
I have been advised by the District Engineer, Terry Cole that CDD#2 has been maintaining all of the following tracts, conveyed in the attached deeds, for some time:

1. Tract B, Fiddler's Creek Phase Four, Unit Three.
2. Tracts B and C, Fiddler's Creek Phase Four, Unit Two.
3. Tract D, Fiddler's Creek Phase Four, Unit One.

A deed conveying Tracts B and C, Fiddler's Creek Phase 5, Aviamar, Unit One (see attached **Exhibit "B"** to this Memorandum) will be forthcoming.

Subject to the receipt and review of a favorable title report it is recommended that the Board of Supervisors adopt the attached Resolution (**Attachment "1"**) accepting the conveyance of the above described tracts upon receipt of typical and standard affidavits as to ownership, acceptable to District Counsel.

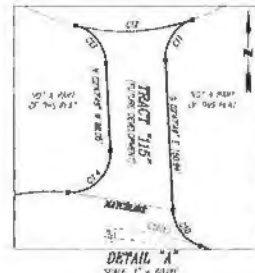
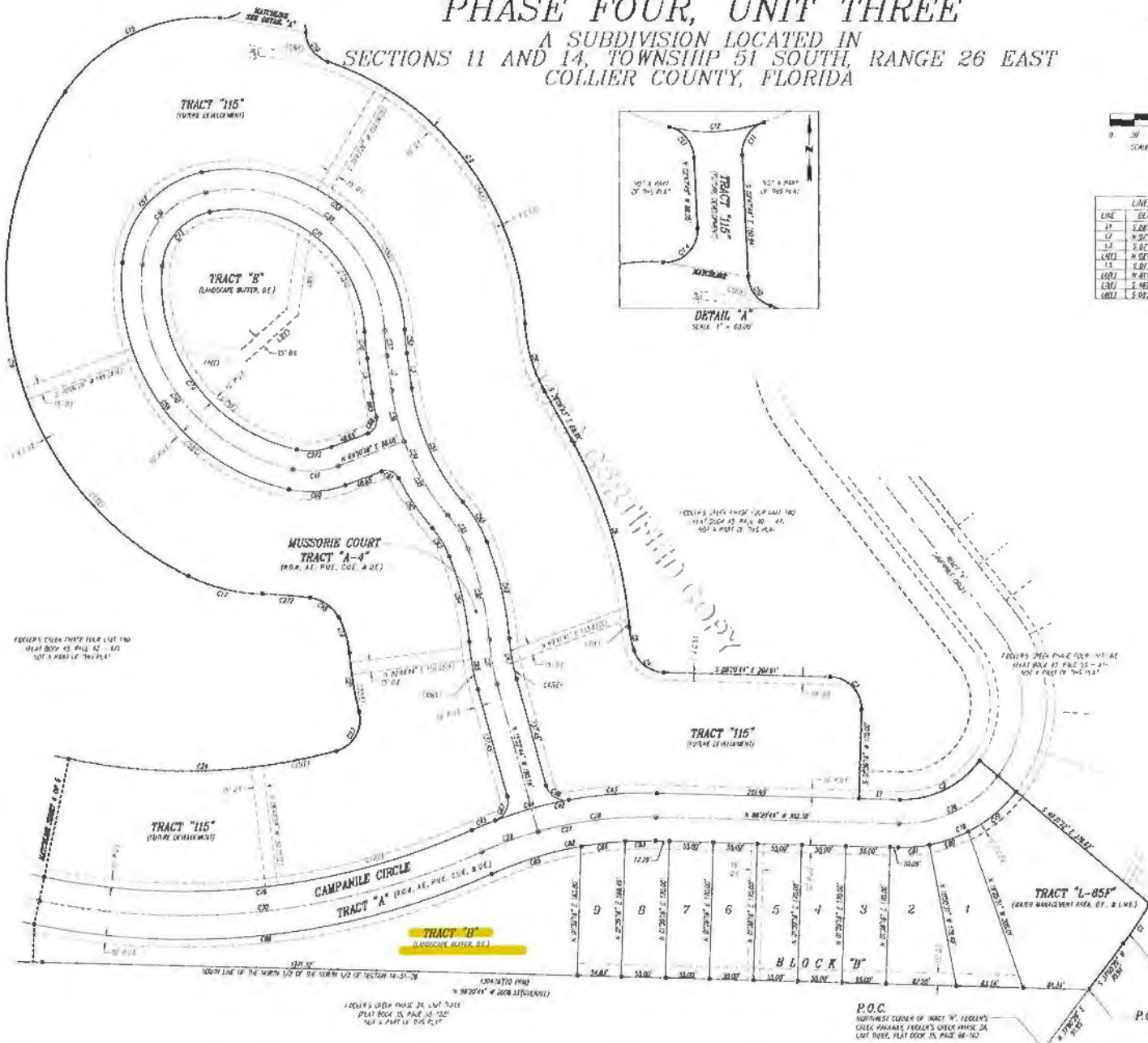
EXHIBIT "A"



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

FIDDLER'S CREEK PHASE FOUR, UNIT THREE

A SUBDIVISION LOCATED IN
SECTIONS 11 AND 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	LENGTH
L1	S 89°20'12" E	50.00
L2	S 20°04'12" E	4.00
L3	S 87°44'12" E	4.52
L4	N 02°14'12" E	10.00
L5	S 87°44'12" E	4.52
L6	N 02°14'12" E	4.00
L7	S 89°20'12" E	102.50

CURVE TABLE

CURVE	RADIUS	CHORD	DELTA	CHORD	BEARING
C1	450.00	26.00	72°28'	58.00	N 83°55'11" E
C2	100.00	13.48	33°02'	11.00	N 61°03'11" E
C3	40.00	4.24	10°00'	3.60	N 42°01'41" E
C4	40.00	4.24	10°00'	3.60	S 42°01'41" E
C5	100.00	13.48	33°02'	11.00	S 61°03'11" E
C6	450.00	26.00	72°28'	58.00	N 83°55'11" E
C7	100.00	13.48	33°02'	11.00	S 61°03'11" E
C8	40.00	4.24	10°00'	3.60	S 42°01'41" E
C9	40.00	4.24	10°00'	3.60	N 42°01'41" E
C10	100.00	13.48	33°02'	11.00	N 61°03'11" E
C11	450.00	26.00	72°28'	58.00	N 83°55'11" E
C12	100.00	13.48	33°02'	11.00	N 61°03'11" E
C13	40.00	4.24	10°00'	3.60	N 42°01'41" E
C14	40.00	4.24	10°00'	3.60	S 42°01'41" E
C15	100.00	13.48	33°02'	11.00	S 61°03'11" E
C16	450.00	26.00	72°28'	58.00	N 83°55'11" E
C17	100.00	13.48	33°02'	11.00	S 61°03'11" E
C18	40.00	4.24	10°00'	3.60	S 42°01'41" E
C19	40.00	4.24	10°00'	3.60	N 42°01'41" E
C20	100.00	13.48	33°02'	11.00	N 61°03'11" E
C21	450.00	26.00	72°28'	58.00	N 83°55'11" E
C22	100.00	13.48	33°02'	11.00	N 61°03'11" E
C23	40.00	4.24	10°00'	3.60	N 42°01'41" E
C24	40.00	4.24	10°00'	3.60	S 42°01'41" E
C25	100.00	13.48	33°02'	11.00	S 61°03'11" E
C26	450.00	26.00	72°28'	58.00	N 83°55'11" E
C27	100.00	13.48	33°02'	11.00	S 61°03'11" E
C28	40.00	4.24	10°00'	3.60	S 42°01'41" E
C29	40.00	4.24	10°00'	3.60	N 42°01'41" E
C30	100.00	13.48	33°02'	11.00	N 61°03'11" E
C31	450.00	26.00	72°28'	58.00	N 83°55'11" E
C32	100.00	13.48	33°02'	11.00	N 61°03'11" E
C33	40.00	4.24	10°00'	3.60	N 42°01'41" E
C34	40.00	4.24	10°00'	3.60	S 42°01'41" E
C35	100.00	13.48	33°02'	11.00	S 61°03'11" E
C36	450.00	26.00	72°28'	58.00	N 83°55'11" E
C37	100.00	13.48	33°02'	11.00	S 61°03'11" E
C38	40.00	4.24	10°00'	3.60	S 42°01'41" E
C39	40.00	4.24	10°00'	3.60	N 42°01'41" E
C40	100.00	13.48	33°02'	11.00	N 61°03'11" E
C41	450.00	26.00	72°28'	58.00	N 83°55'11" E
C42	100.00	13.48	33°02'	11.00	N 61°03'11" E
C43	40.00	4.24	10°00'	3.60	N 42°01'41" E
C44	40.00	4.24	10°00'	3.60	S 42°01'41" E
C45	100.00	13.48	33°02'	11.00	S 61°03'11" E
C46	450.00	26.00	72°28'	58.00	N 83°55'11" E
C47	100.00	13.48	33°02'	11.00	S 61°03'11" E
C48	40.00	4.24	10°00'	3.60	S 42°01'41" E
C49	40.00	4.24	10°00'	3.60	N 42°01'41" E
C50	100.00	13.48	33°02'	11.00	N 61°03'11" E
C51	450.00	26.00	72°28'	58.00	N 83°55'11" E
C52	100.00	13.48	33°02'	11.00	N 61°03'11" E
C53	40.00	4.24	10°00'	3.60	N 42°01'41" E
C54	40.00	4.24	10°00'	3.60	S 42°01'41" E
C55	100.00	13.48	33°02'	11.00	S 61°03'11" E
C56	450.00	26.00	72°28'	58.00	N 83°55'11" E
C57	100.00	13.48	33°02'	11.00	S 61°03'11" E
C58	40.00	4.24	10°00'	3.60	S 42°01'41" E
C59	40.00	4.24	10°00'	3.60	N 42°01'41" E
C60	100.00	13.48	33°02'	11.00	N 61°03'11" E
C61	450.00	26.00	72°28'	58.00	N 83°55'11" E
C62	100.00	13.48	33°02'	11.00	N 61°03'11" E
C63	40.00	4.24	10°00'	3.60	N 42°01'41" E
C64	40.00	4.24	10°00'	3.60	S 42°01'41" E
C65	100.00	13.48	33°02'	11.00	S 61°03'11" E
C66	450.00	26.00	72°28'	58.00	N 83°55'11" E
C67	100.00	13.48	33°02'	11.00	S 61°03'11" E
C68	40.00	4.24	10°00'	3.60	S 42°01'41" E
C69	40.00	4.24	10°00'	3.60	N 42°01'41" E
C70	100.00	13.48	33°02'	11.00	N 61°03'11" E
C71	450.00	26.00	72°28'	58.00	N 83°55'11" E
C72	100.00	13.48	33°02'	11.00	N 61°03'11" E
C73	40.00	4.24	10°00'	3.60	N 42°01'41" E
C74	40.00	4.24	10°00'	3.60	S 42°01'41" E
C75	100.00	13.48	33°02'	11.00	S 61°03'11" E
C76	450.00	26.00	72°28'	58.00	N 83°55'11" E
C77	100.00	13.48	33°02'	11.00	S 61°03'11" E
C78	40.00	4.24	10°00'	3.60	S 42°01'41" E
C79	40.00	4.24	10°00'	3.60	N 42°01'41" E
C80	100.00	13.48	33°02'	11.00	N 61°03'11" E
C81	450.00	26.00	72°28'	58.00	N 83°55'11" E
C82	100.00	13.48	33°02'	11.00	N 61°03'11" E
C83	40.00	4.24	10°00'	3.60	N 42°01'41" E
C84	40.00	4.24	10°00'	3.60	S 42°01'41" E
C85	100.00	13.48	33°02'	11.00	S 61°03'11" E
C86	450.00	26.00	72°28'	58.00	N 83°55'11" E
C87	100.00	13.48	33°02'	11.00	S 61°03'11" E
C88	40.00	4.24	10°00'	3.60	S 42°01'41" E
C89	40.00	4.24	10°00'	3.60	N 42°01'41" E
C90	100.00	13.48	33°02'	11.00	N 61°03'11" E
C91	450.00	26.00	72°28'	58.00	N 83°55'11" E
C92	100.00	13.48	33°02'	11.00	N 61°03'11" E
C93	40.00	4.24	10°00'	3.60	N 42°01'41" E
C94	40.00	4.24	10°00'	3.60	S 42°01'41" E
C95	100.00	13.48	33°02'	11.00	S 61°03'11" E
C96	450.00	26.00	72°28'	58.00	N 83°55'11" E
C97	100.00	13.48	33°02'	11.00	S 61°03'11" E
C98	40.00	4.24	10°00'	3.60	S 42°01'41" E
C99	40.00	4.24	10°00'	3.60	N 42°01'41" E
C100	100.00	13.48	33°02'	11.00	N 61°03'11" E

THIS INSTRUMENT PREPARED BY
JEAR ARNONE POH 40405
Q GRAY AND ASSOCIATES, P.A.
REGISTERED PROFESSIONAL LAND SURVEYORS & PLANNERS
1001 W. 1ST AVE.
MIAMI, FLORIDA 33135
PHONE: (305) 347-1111 FAX: (305) 347-1170
TELETYPE: (305) 347-1170



P.O.C.
NORTHWEST CORNER OF TRACT 'W', FIDDLER'S
CREEK PHASE 4, UNIT 3, FIDDLER'S CREEK PHASE 4A,
LOT 1000, PLAT BOOK 46, PAGE 140-141

P.O.B.
NORTHWEST CORNER OF TRACT 'W', FIDDLER'S
CREEK PHASE 4, UNIT 3, FIDDLER'S CREEK PHASE 4A,
LOT 1000, PLAT BOOK 46, PAGE 140-141

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

[Buffer Tract] Parcel Id No.: 32433049127

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed this 16th day of June, 2021, by FCC VENETA, LLC, a Florida limited liability company as Grantor, whose address is 8156 Fiddler's Creek Parkway, Naples, Florida 34114-9430 and FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2, a special purpose unit of local government established pursuant to F.S. 190, as Grantee, whose mailing address is c/o Anthony P. Pires, Jr., Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples, Florida 34104.

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:

Tract B, as shown on the plat of Fiddler's Creek Phase Four, Unit Three, recorded at Plat Book 46, Page 57, of the Public Records of Collier County, Florida.

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

SUBJECT TO taxes for the year 2021 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, including platted county utility easements.

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 in the presence of:

FCC VENETA, LLC, a Florida limited liability company

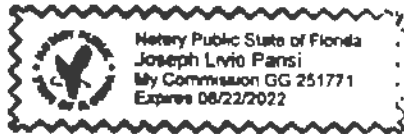
[Signature]
Signature of Witness #1
Print Name: Joseph L. Parisi

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

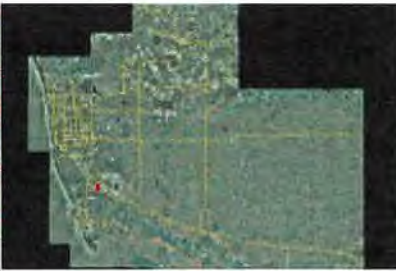
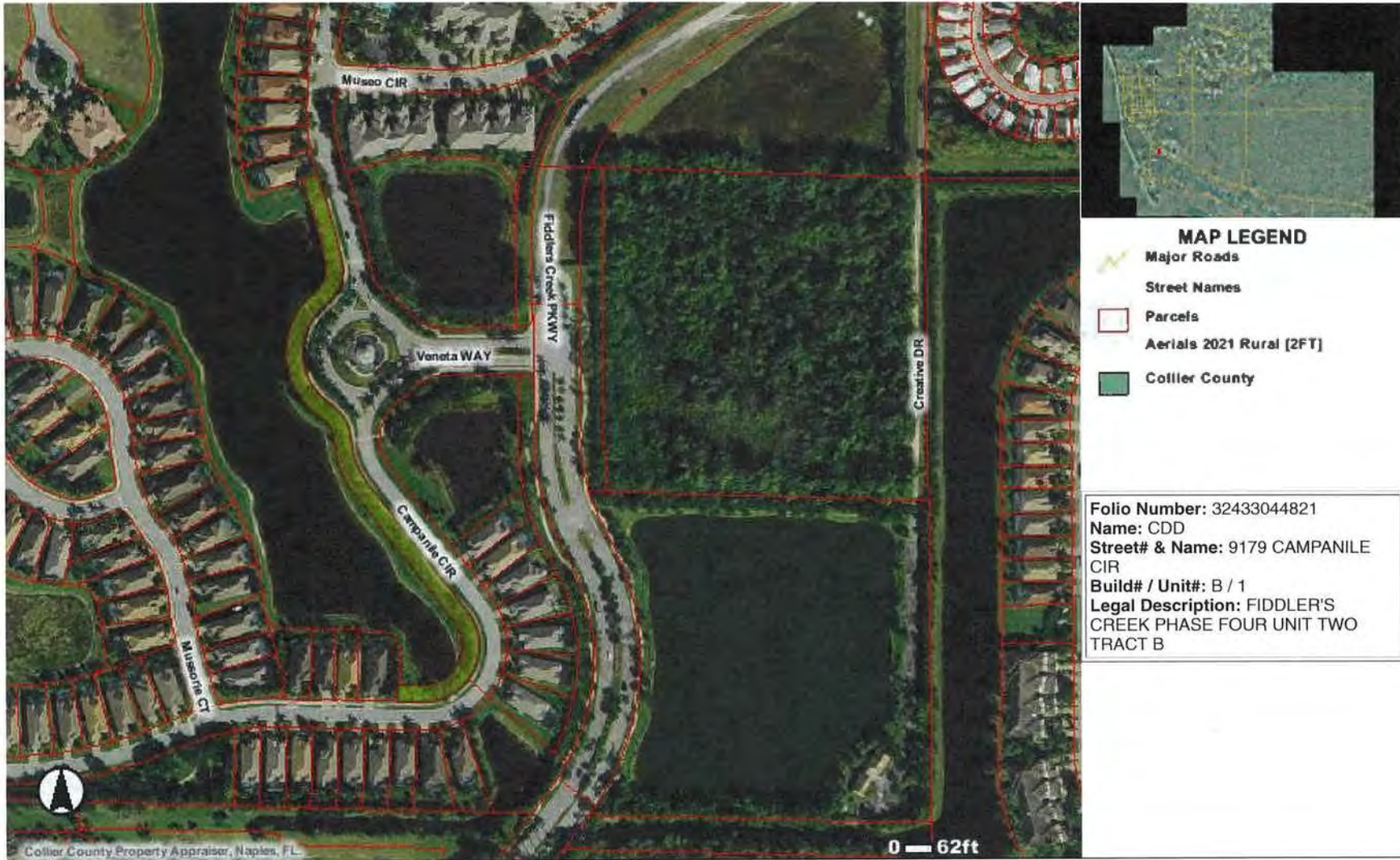
[Signature]
Signature of Witness #2
Print Name: Mark J. Woodward

STATE OF FLORIDA
COUNTY OF COLLIER





The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 16th day of June, 2021, Aubrey J. Ferrao, as President and Chief Executive Officer of FCC VENETA, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me and did take an oath.



[Signature]
Print Name: Joseph L. Parisi
Notary Public
Commission No. GG 251771
My Commission Expires: 8/22/2022
(SEAL)



MAP LEGEND

-  Major Roads
-  Street Names
-  Parcels
-  Aerials 2021 Rural [2FT]
-  Collier County

Folio Number: 32433044821
 Name: CDD
 Street# & Name: 9179 CAMPANILE CIR
 Build# / Unit#: B / 1
 Legal Description: FIDDLER'S CREEK PHASE FOUR UNIT TWO TRACT B

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.



MAP LEGEND

-  Major Roads
-  Street Names
-  Parcels
-  Aerials 2021 Urban [6IN]
-  Aerials 2021 Rural [2FT]
-  Collier County

Folio Number: 32433044847
Name: CDD
Street# & Name: 9412 CAMPA CIR
Build# / Unit#: C / 1
Legal Description: FIDDLER'S CREEK PHASE FOUR UNIT T TRACT C

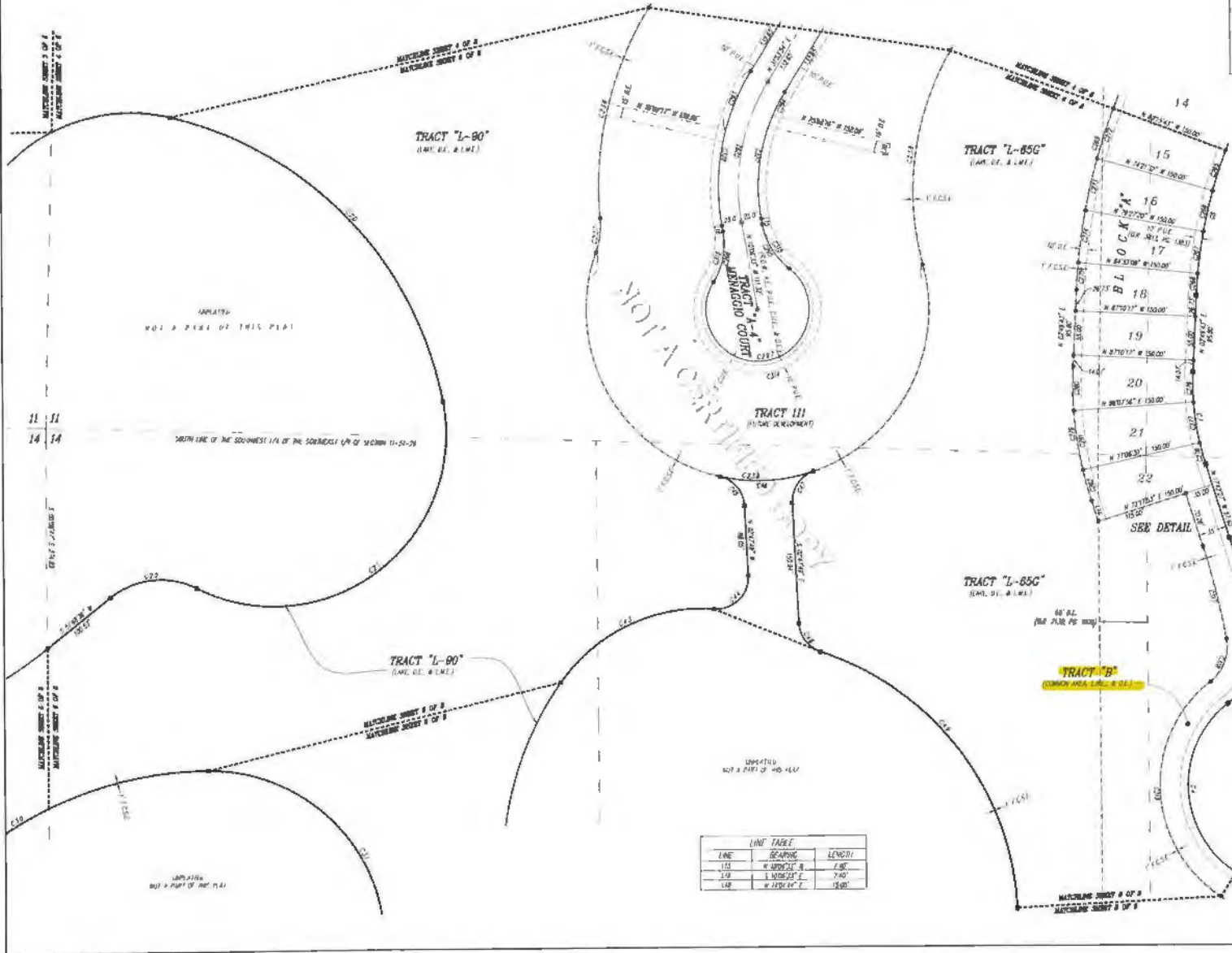
2004. Collier County Property Appraiser. While the Collier County Property Appraiser is committed to providing the most accurate and up-to-date information, no warranties expressed or implied provided for the data herein, its use, or its interpretation.

FIDDLER'S CREEK PHASE FOUR, UNIT TWO

A SUBDIVISION LOCATED IN
SECTIONS 11 AND 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

Resolution No. 83-19
Voting Discharge Estomem
Recorded 03/12/2008 CH: 0412 PG: 1737-1744
File Book 44 PG. 40

PLAT BOOK 45 PAGE 45
SHEET 6 OF 8



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	OFF-SETTING
C1	130.00'	240.00'	180.00°	212.64'	8.28222' E
C2	200.00'	394.00'	167.10°	315.87'	8.28222' E
C3	310.00'	594.00'	157.30°	426.57'	8.28222' E
C4	420.00'	744.00'	150.00°	543.27'	8.28222' E
C5	530.00'	844.00'	144.00°	664.27'	8.28222' E
C6	640.00'	894.00'	139.00°	788.27'	8.28222' E
C7	750.00'	904.00'	135.00°	914.27'	8.28222' E
C8	860.00'	874.00'	132.00°	1041.27'	8.28222' E
C9	970.00'	804.00'	130.00°	1169.27'	8.28222' E
C10	1080.00'	694.00'	129.00°	1298.27'	8.28222' E
C11	1190.00'	544.00'	129.00°	1428.27'	8.28222' E
C12	1300.00'	354.00'	130.00°	1558.27'	8.28222' E
C13	1410.00'	104.00'	132.00°	1688.27'	8.28222' E
C14	1520.00'	0.00'	135.00°	1818.27'	8.28222' E
C15	1630.00'	0.00'	139.00°	1948.27'	8.28222' E
C16	1740.00'	0.00'	144.00°	2078.27'	8.28222' E
C17	1850.00'	0.00'	150.00°	2208.27'	8.28222' E
C18	1960.00'	0.00'	157.30°	2338.27'	8.28222' E
C19	2070.00'	0.00'	167.10°	2468.27'	8.28222' E
C20	2180.00'	0.00'	180.00°	2598.27'	8.28222' E
C21	2290.00'	0.00'	197.10°	2728.27'	8.28222' E
C22	2400.00'	0.00'	217.30°	2858.27'	8.28222' E
C23	2510.00'	0.00'	240.00°	2988.27'	8.28222' E
C24	2620.00'	0.00'	267.10°	3118.27'	8.28222' E
C25	2730.00'	0.00'	307.30°	3248.27'	8.28222' E
C26	2840.00'	0.00'	360.00°	3378.27'	8.28222' E
C27	2950.00'	0.00'	420.00°	3508.27'	8.28222' E
C28	3060.00'	0.00'	487.10°	3638.27'	8.28222' E
C29	3170.00'	0.00'	561.30°	3768.27'	8.28222' E
C30	3280.00'	0.00'	641.70°	3898.27'	8.28222' E
C31	3390.00'	0.00'	728.30°	4028.27'	8.28222' E
C32	3500.00'	0.00'	821.30°	4158.27'	8.28222' E
C33	3610.00'	0.00'	920.70°	4288.27'	8.28222' E
C34	3720.00'	0.00'	1026.70°	4418.27'	8.28222' E
C35	3830.00'	0.00'	1139.30°	4548.27'	8.28222' E
C36	3940.00'	0.00'	1258.70°	4678.27'	8.28222' E
C37	4050.00'	0.00'	1384.70°	4808.27'	8.28222' E
C38	4160.00'	0.00'	1517.30°	4938.27'	8.28222' E
C39	4270.00'	0.00'	1656.70°	5068.27'	8.28222' E
C40	4380.00'	0.00'	1802.30°	5198.27'	8.28222' E
C41	4490.00'	0.00'	1954.30°	5328.27'	8.28222' E
C42	4600.00'	0.00'	2112.70°	5458.27'	8.28222' E
C43	4710.00'	0.00'	2276.70°	5588.27'	8.28222' E
C44	4820.00'	0.00'	2446.30°	5718.27'	8.28222' E
C45	4930.00'	0.00'	2621.70°	5848.27'	8.28222' E
C46	5040.00'	0.00'	2802.30°	5978.27'	8.28222' E
C47	5150.00'	0.00'	2988.30°	6108.27'	8.28222' E
C48	5260.00'	0.00'	3179.70°	6238.27'	8.28222' E
C49	5370.00'	0.00'	3376.70°	6368.27'	8.28222' E
C50	5480.00'	0.00'	3579.30°	6498.27'	8.28222' E
C51	5590.00'	0.00'	3787.30°	6628.27'	8.28222' E
C52	5700.00'	0.00'	4000.70°	6758.27'	8.28222' E
C53	5810.00'	0.00'	4219.70°	6888.27'	8.28222' E
C54	5920.00'	0.00'	4444.30°	7018.27'	8.28222' E
C55	6030.00'	0.00'	4674.70°	7148.27'	8.28222' E
C56	6140.00'	0.00'	4910.30°	7278.27'	8.28222' E
C57	6250.00'	0.00'	5151.30°	7408.27'	8.28222' E
C58	6360.00'	0.00'	5397.70°	7538.27'	8.28222' E
C59	6470.00'	0.00'	5649.30°	7668.27'	8.28222' E
C60	6580.00'	0.00'	5906.30°	7798.27'	8.28222' E
C61	6690.00'	0.00'	6168.70°	7928.27'	8.28222' E
C62	6800.00'	0.00'	6436.70°	8058.27'	8.28222' E
C63	6910.00'	0.00'	6710.30°	8188.27'	8.28222' E
C64	7020.00'	0.00'	6989.70°	8318.27'	8.28222' E
C65	7130.00'	0.00'	7274.30°	8448.27'	8.28222' E
C66	7240.00'	0.00'	7564.30°	8578.27'	8.28222' E
C67	7350.00'	0.00'	7859.70°	8708.27'	8.28222' E
C68	7460.00'	0.00'	8160.30°	8838.27'	8.28222' E
C69	7570.00'	0.00'	8466.30°	8968.27'	8.28222' E
C70	7680.00'	0.00'	8777.70°	9098.27'	8.28222' E
C71	7790.00'	0.00'	9094.30°	9228.27'	8.28222' E
C72	7900.00'	0.00'	9416.30°	9358.27'	8.28222' E
C73	8010.00'	0.00'	9743.70°	9488.27'	8.28222' E
C74	8120.00'	0.00'	10076.30°	9618.27'	8.28222' E
C75	8230.00'	0.00'	10414.30°	9748.27'	8.28222' E
C76	8340.00'	0.00'	10757.70°	9878.27'	8.28222' E
C77	8450.00'	0.00'	11106.30°	10008.27'	8.28222' E
C78	8560.00'	0.00'	11460.30°	10138.27'	8.28222' E
C79	8670.00'	0.00'	11819.70°	10268.27'	8.28222' E
C80	8780.00'	0.00'	12184.30°	10398.27'	8.28222' E
C81	8890.00'	0.00'	12554.30°	10528.27'	8.28222' E
C82	9000.00'	0.00'	12929.70°	10658.27'	8.28222' E
C83	9110.00'	0.00'	13310.30°	10788.27'	8.28222' E
C84	9220.00'	0.00'	13696.30°	10918.27'	8.28222' E
C85	9330.00'	0.00'	14087.70°	11048.27'	8.28222' E
C86	9440.00'	0.00'	14484.30°	11178.27'	8.28222' E
C87	9550.00'	0.00'	14886.30°	11308.27'	8.28222' E
C88	9660.00'	0.00'	15293.70°	11438.27'	8.28222' E
C89	9770.00'	0.00'	15706.30°	11568.27'	8.28222' E
C90	9880.00'	0.00'	16124.30°	11698.27'	8.28222' E
C91	9990.00'	0.00'	16547.70°	11828.27'	8.28222' E
C92	10100.00'	0.00'	16976.30°	11958.27'	8.28222' E
C93	10210.00'	0.00'	17410.30°	12088.27'	8.28222' E
C94	10320.00'	0.00'	17849.70°	12218.27'	8.28222' E
C95	10430.00'	0.00'	18294.30°	12348.27'	8.28222' E
C96	10540.00'	0.00'	18744.30°	12478.27'	8.28222' E
C97	10650.00'	0.00'	19199.70°	12608.27'	8.28222' E
C98	10760.00'	0.00'	19660.30°	12738.27'	8.28222' E
C99	10870.00'	0.00'	20126.30°	12868.27'	8.28222' E
C100	10980.00'	0.00'	20597.70°	12998.27'	8.28222' E

LINE TABLE		
LINE	BEARING	LENGTH
L-1	N 0°00'00" E	1.00'
L-2	S 1°00'00" E	7.00'
L-3	N 1°00'00" E	1.00'

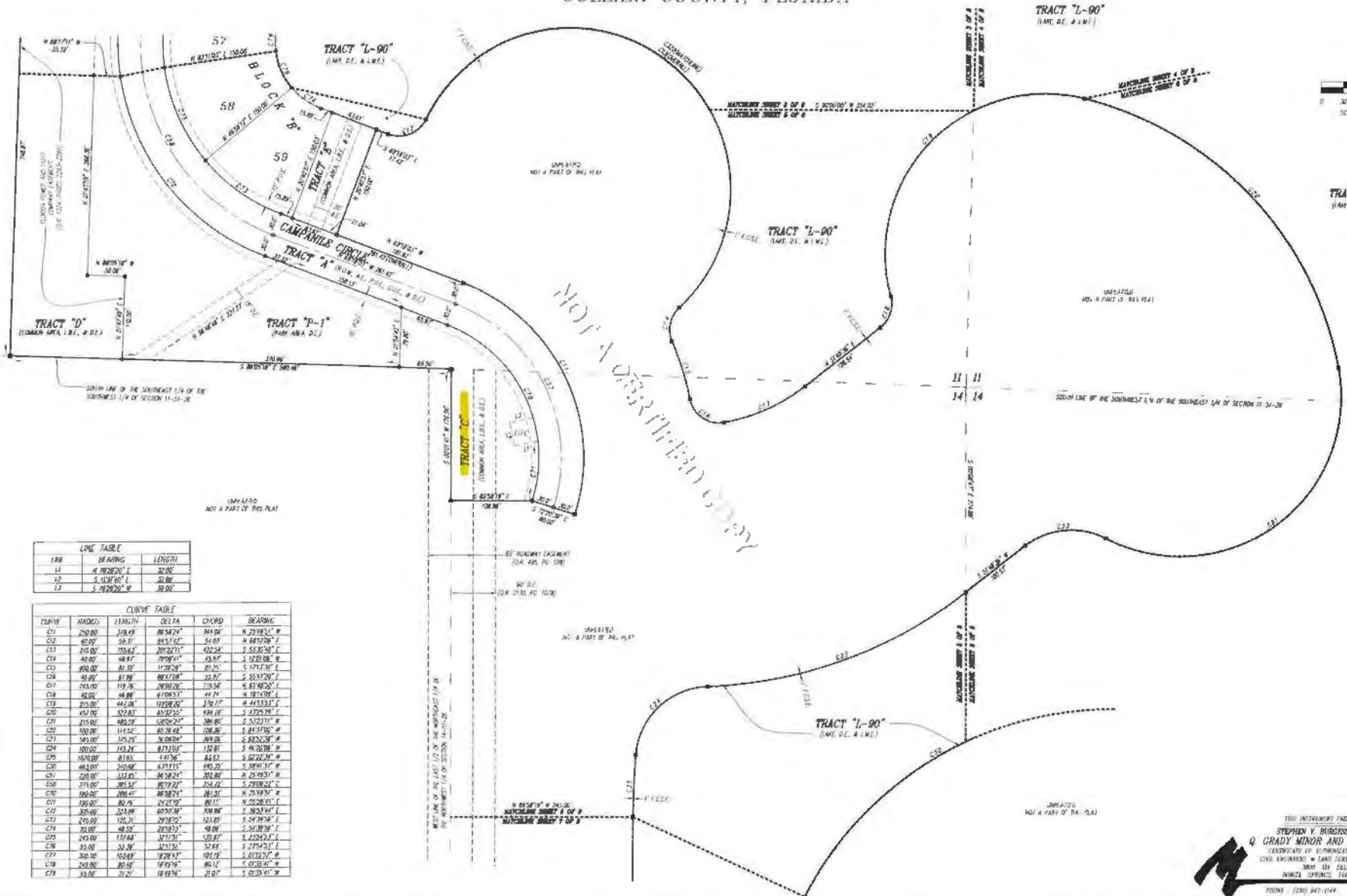
THIS INSTRUMENT PREPARED BY
STEPHEN V. BURGESS, PSM 36408
Q GRADY MINOR AND ASSOCIATES, P.A.
CERTIFICATE OF ADEQUACY: L.B. # 518
CNS ENGINEERS, 11 SAND SPRING DRIVE, PLEASANT
WOOD, FL 33747
WINTER SPRING, FLORIDA 32789
PHONE (352) 347-1234 FAX (352) 347-0075
TELEX 888888 GRADYMIN

FIDDLER'S CREEK PHASE FOUR, UNIT TWO

A SUBDIVISION LOCATED IN
SECTIONS 11 AND 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

Resolution No. 89-13
Voting Drainage Commission
Resolution 4372908-001, 4423 PG. 1737-1744
Plat Book 45 PG 44

PLAT BOOK **45** PAGE **44**
SHEET 5 OF 8



LINE TABLE

LINE	BEARING	LENGTH
L1	N 28°20'00" E	32.00'
L2	S 12°30'00" E	32.00'
L3	S 78°30'00" W	32.00'

CURVE TABLE

CHORD	ARC LENGTH	DELTA	CHORD BEARING
C01	292.00'	178.03°	88°54'24" N 29.8821' W
C02	40.00'	59.01°	84°1'42" N 6.67376' E
C03	315.00'	203.62°	201.7271° S 53.32150' E
C04	40.00'	49.81°	77°08'11" S 12.23128' W
C05	300.00'	84.91°	11°38'28" S 174.181' E
C06	40.00'	81.89°	88°17'08" S 32.827' E
C07	243.00'	179.79°	210.9320° N 82.48252' E
C08	40.00'	49.80°	41°08'33" S 12.23128' W
C09	315.00'	642.00°	112.98200° N 44.53333' E
C10	452.00'	322.81°	85.32225° S 494.16' E
C11	214.00'	480.42°	132.02225° S 23.23222' W
C12	100.00'	114.22°	40.3449° S 18.15710' E
C13	543.00'	179.75°	3°08'04" S 832.28' W
C14	100.00'	143.24°	87.7310° S 18.81' E
C15	150.00'	81.83°	41.1324° S 12.23128' W
C16	464.00'	510.86°	43.7171° S 445.20' E
C17	210.00'	112.82°	36.2824° S 302.80' E
C18	375.00'	301.52°	80.7972° S 234.22' E
C19	100.00'	208.41°	80.7824° S 18.21' E
C20	100.00'	80.79°	24.2129° N 10.28245' E
C21	320.00'	324.09°	60.5030° S 308.88' E
C22	245.00'	120.31°	27.3225° S 143.85' E
C23	32.00'	49.80°	20.9312° S 6.66' E
C24	243.00'	177.68°	37.1121° S 153.87' E
C25	35.00'	34.36°	12.1121° S 37.84' E
C26	332.00'	153.68°	32.2814° S 182.12' E
C27	243.00'	209.48°	18.9576° S 180.12' E
C28	33.00'	31.21°	18.9276° S 27.07' E

THIS INSTRUMENT PREPARED BY
STEPHEN Y. BURGESS, PSM 14408
GRADY MINOR AND ASSOCIATES, P.A.
LICENSED PROFESSIONAL SURVEYOR, L.S. # 1011
10101 KENNEDY BLVD. SUITE 100, FORT MYERS, FL 33907
PH: 888-288-8888 FAX: 888-288-8888

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

[Buffer Tracts] Parcel Id No.: 32433044821 and 32433044847

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed this 16th day of June, 2021, by FCC VENETA, LLC, a Florida limited liability company (f/k/a GB Peninsula, Ltd.) as Grantor, whose address is 8156 Fiddler's Creek Parkway, Naples, Florida 34114-9430 and FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2, a special purpose unit of local government established pursuant to F.S. 190, as Grantee, whose mailing address is c/o Anthony P. Pires, Jr., Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples, Florida 34104.

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:

Tracts B and C as shown on the plat of Fiddler's Creek Phase Four, Unit Two, recorded at Plat Book 45, Page 40, of the Public Records of Collier County, Florida.

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

SUBJECT TO taxes for the year 2021 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, including platted county utility easements.

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 in the presence of:

FCC VENETA, LLC, a Florida limited liability company (f/k/a GB Peninsula, Ltd.)

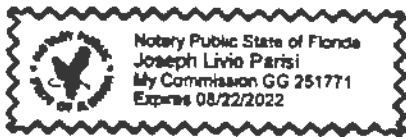
Signature of Witness #1
Print Name: Joseph Parisi

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

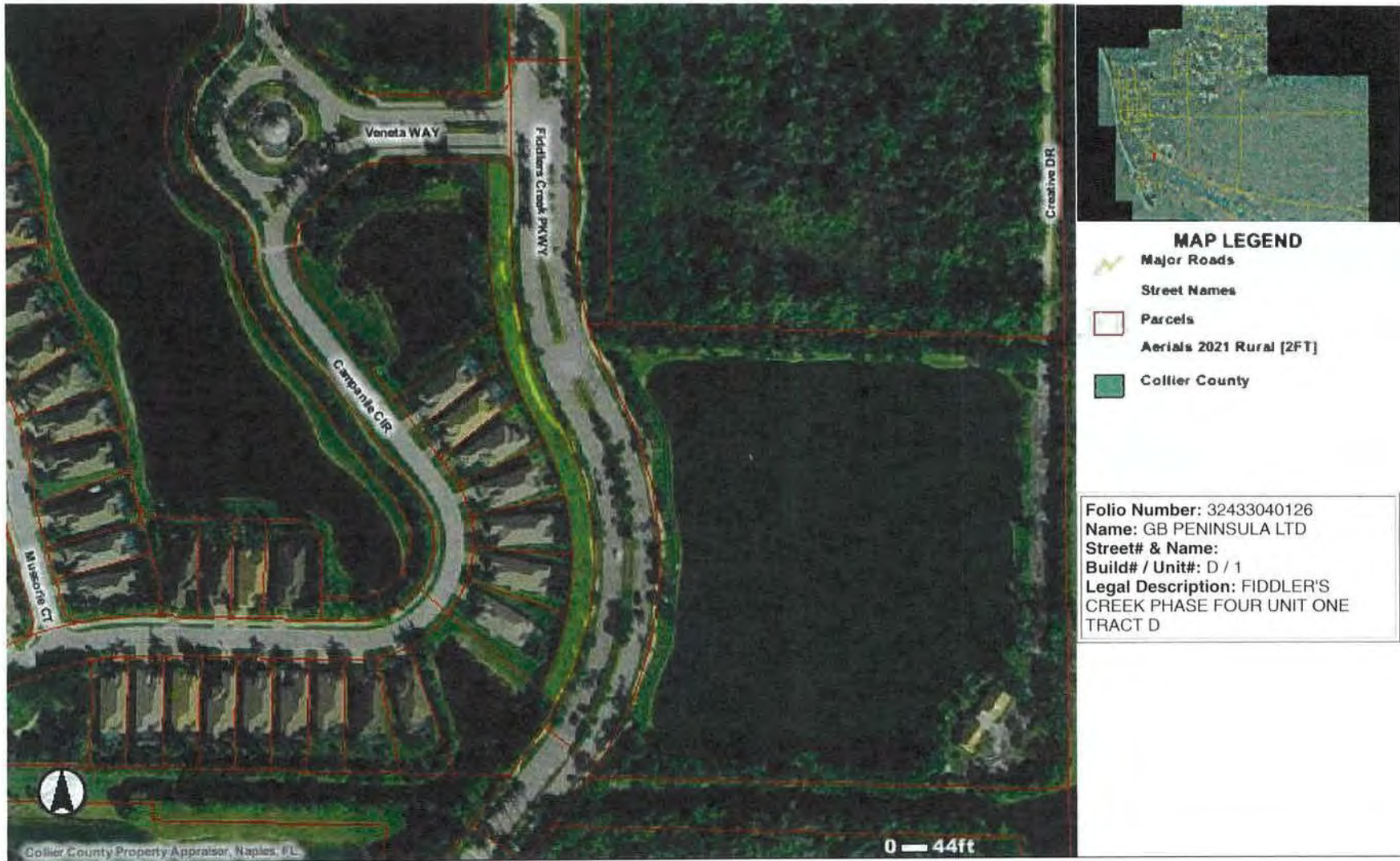
Signature of Witness #2
Print Name: Mark J. Woodward

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 16th day of June, 2021, Aubrey J. Ferrao, as President and Chief Executive Officer of FCC VENETA, LLC, a Florida limited liability company (f/k/a GB Peninsula, Ltd.), on behalf of the limited liability company. He is personally known to me and did take an oath.



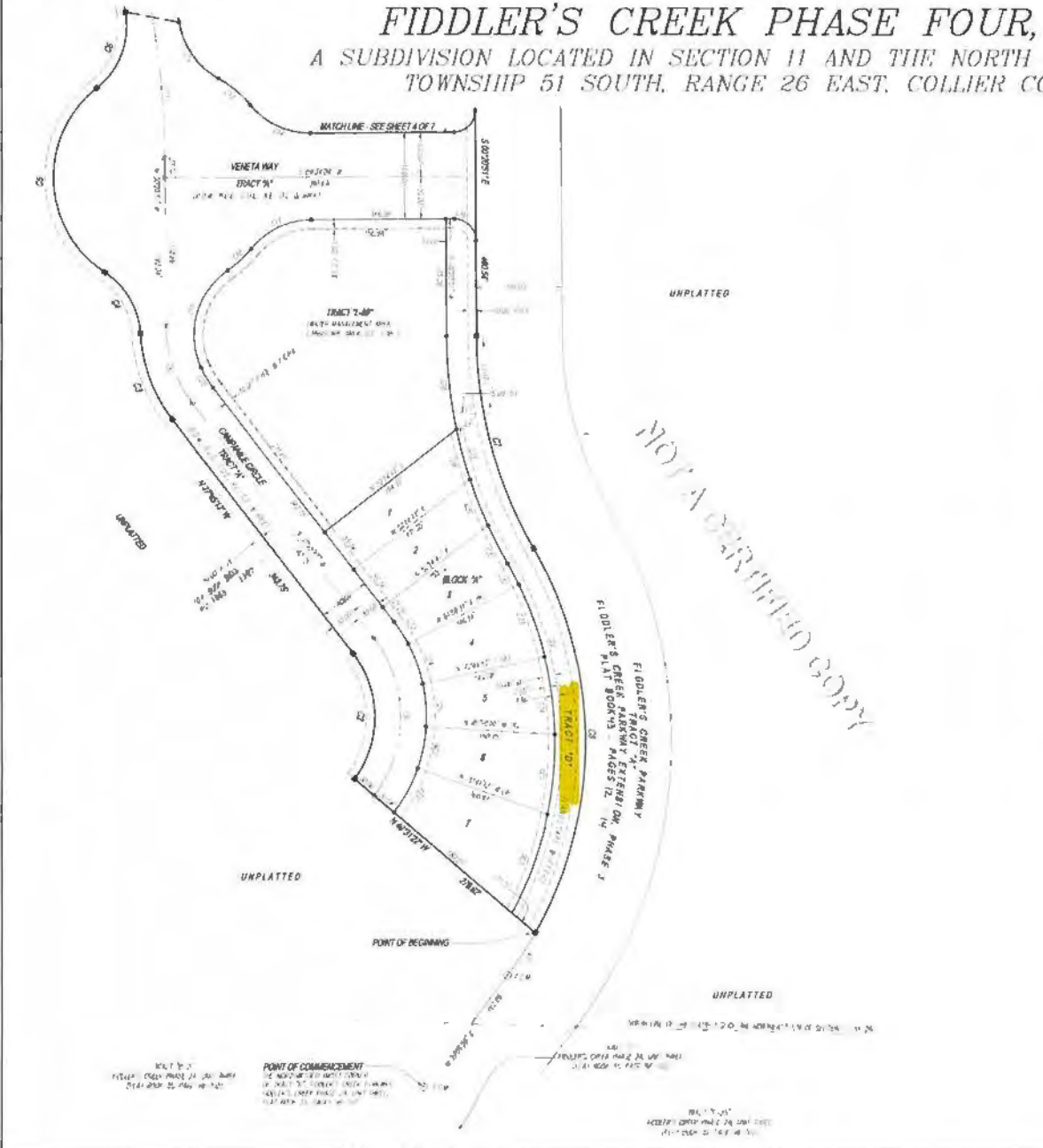
Signature of Notary Public
Print Name: Joseph L. Parisi
Notary Public
Commission No. GG 251771
My Commission Expires: 8/22/2022
(SEAL)



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

FIDDLER'S CREEK PHASE FOUR, UNIT ONE

A SUBDIVISION LOCATED IN SECTION 11 AND THE NORTH HALF OF SECTION 14,
TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.



LINE TABLE

NO.	BEARING	LENGTH
1	S. 89° 15' 00" E.	1.000
2	S. 89° 15' 00" E.	1.000
3	S. 89° 15' 00" E.	1.000

CURVE TABLE

CHORD	ARC	ANGLE	AREA	PERCENT
1.000	1.000	90.00	0.7854	78.54
1.414	1.571	135.00	1.1071	110.71
1.732	2.092	180.00	1.5708	157.08
2.000	2.513	225.00	2.0708	207.08
2.236	2.836	270.00	2.6177	261.77
2.414	3.092	315.00	3.1814	318.14
2.513	3.284	360.00	3.7513	375.13
2.540	3.414	405.00	4.3271	432.71
2.500	3.481	450.00	4.9086	490.86
2.383	3.536	495.00	5.4856	548.56
2.207	3.579	540.00	6.0580	605.80
1.980	3.610	585.00	6.6258	662.58
1.711	3.629	630.00	7.1890	718.90
1.414	3.636	675.00	7.7476	774.76
1.000	3.631	720.00	8.3017	830.17
0.577	3.614	765.00	8.8513	885.13
0.250	3.584	810.00	9.3964	939.64
0.000	3.541	855.00	9.9371	993.71
0.000	3.484	900.00	10.4734	1047.34
0.000	3.414	945.00	11.0054	1100.54
0.000	3.331	990.00	11.5331	1153.31
0.000	3.236	1035.00	12.0565	1205.65
0.000	3.129	1080.00	12.5756	1257.56
0.000	3.011	1125.00	13.0904	1309.04
0.000	2.882	1170.00	13.6009	1360.09
0.000	2.743	1215.00	14.1072	1410.72
0.000	2.594	1260.00	14.6093	1460.93
0.000	2.436	1305.00	15.1072	1510.72
0.000	2.270	1350.00	15.6009	1560.09
0.000	2.097	1395.00	16.0904	1609.04
0.000	1.918	1440.00	16.5757	1657.57
0.000	1.734	1485.00	17.0568	1705.68
0.000	1.546	1530.00	17.5337	1753.37
0.000	1.354	1575.00	18.0064	1800.64
0.000	1.159	1620.00	18.4749	1847.49
0.000	0.962	1665.00	18.9392	1893.92
0.000	0.764	1710.00	19.4093	1940.93
0.000	0.565	1755.00	19.8752	1987.52
0.000	0.365	1800.00	20.3369	2033.69
0.000	0.164	1845.00	20.7944	2079.44
0.000	0.000	1890.00	21.2477	2124.77

THIS INSTRUMENT PREPARED BY
STEPHEN V. BURGESS, P.S.M. & GRADY MINOR AND ASSOCIATES, P.A.
CORPORATE & ALTERNATIVE - L.L.P. 1155
THE BRIDGES • LAND SURVEYING • PLANNING
2000 104 1/2 ST. SE
NORFOLK, VIRGINIA 23502

PLAT BOOK 43 PAGE 57
11/11/2011 10:45 AM
FILED IN COLLIER COUNTY, FLORIDA

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

[Buffer Tract] Parcel Id No: 32433040126

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed this 16th day of June, 2021, by FCG VENETA, LLC, a Florida limited liability company (f/k/a GB Peninsula, Ltd.) as Grantor, whose address is 8156 Fiddler's Creek Parkway, Naples, Florida 34114-9430 and **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2, a special purpose unit of local government established pursuant to F.S. 190**, as Grantee, whose mailing address is c/o Anthony P. Pires, Jr., Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples, Florida 34103.

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:

Tract "D", as shown on the plat of Fiddler's Creek Phase Four, Unit One, recorded at Plat Book 43, Page 55, of the Public Records of Collier County, Florida.

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

SUBJECT TO taxes for the year 2021 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, including platted county utility easements.

SUBJECT TO an ingress, egress and signage easement in favor of Grantor or its successors or assigns for the purpose of advertising property for sale together with landscaping around the monument signage. Grantor shall have the affirmative obligation to maintain in good, safe and attractive appearance all improvements. The design of any signage and landscaping shall be approved by Fiddler's Creek Foundation, Inc., in accordance with the Foundation rules and

regulations.

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 in the presence of:

FCC VENETA, LLC, a Florida limited liability company (f/k/a GB Peninsula, Ltd.)

[Signature]
Signature of Witness #1
Print Name: Joseph Livio Parisi

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

[Signature]
Signature of Witness #2
Print Name: JAZZ CHALLENGER

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 16th day of June, 2021, Aubrey J. Ferrao, as President and Chief Executive Officer of FCC VENETA, LLC, a Florida limited liability company (f/k/a GB Peninsula, Ltd.), on behalf of the limited liability company. He is personally known to me and did take an oath.

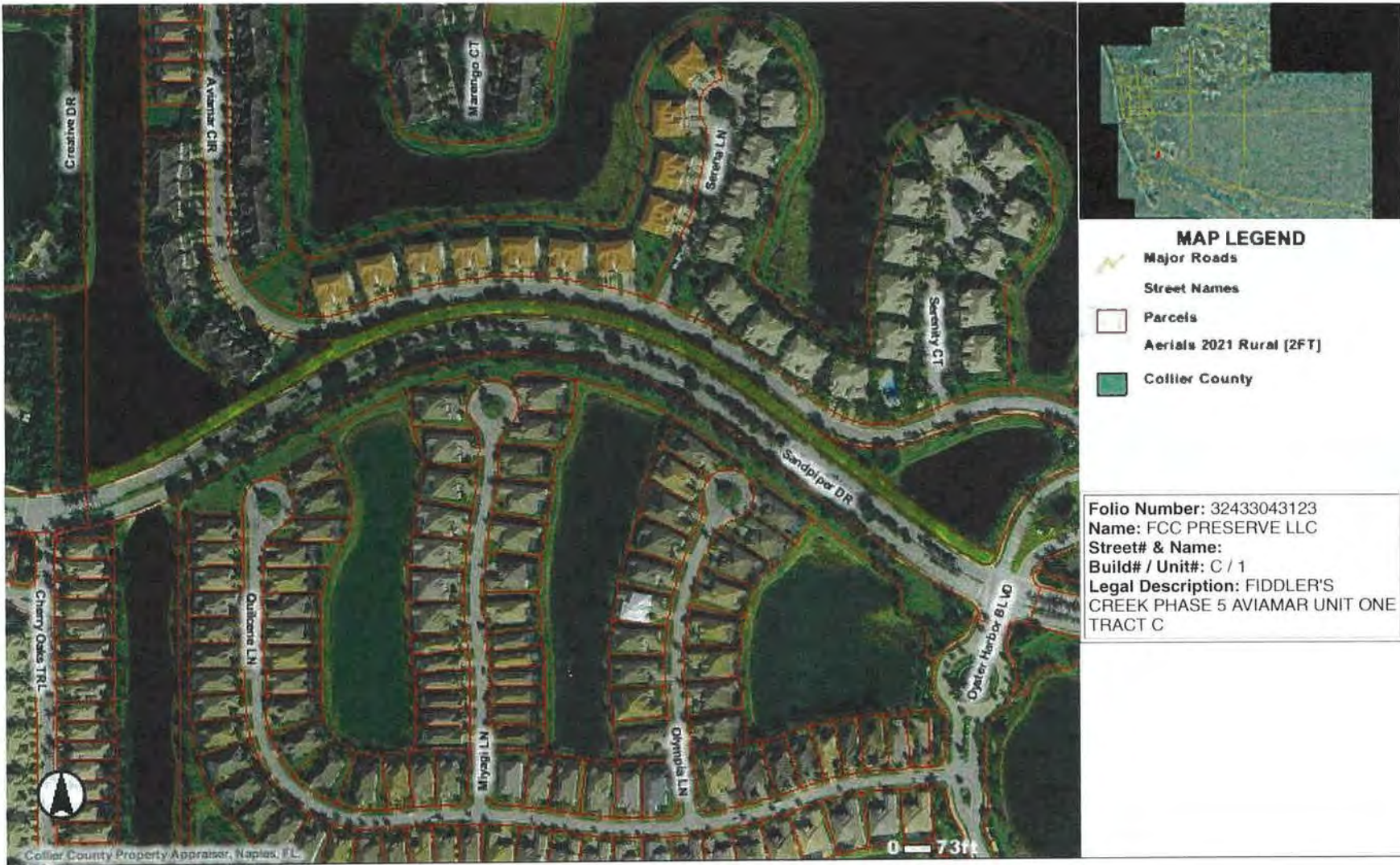


[Signature]
Print Name: Joseph L Parisi
Notary Public
Commission No. GG 251771
My Commission Expires: 8/22/2022
(SEAL)

EXHIBIT "B"



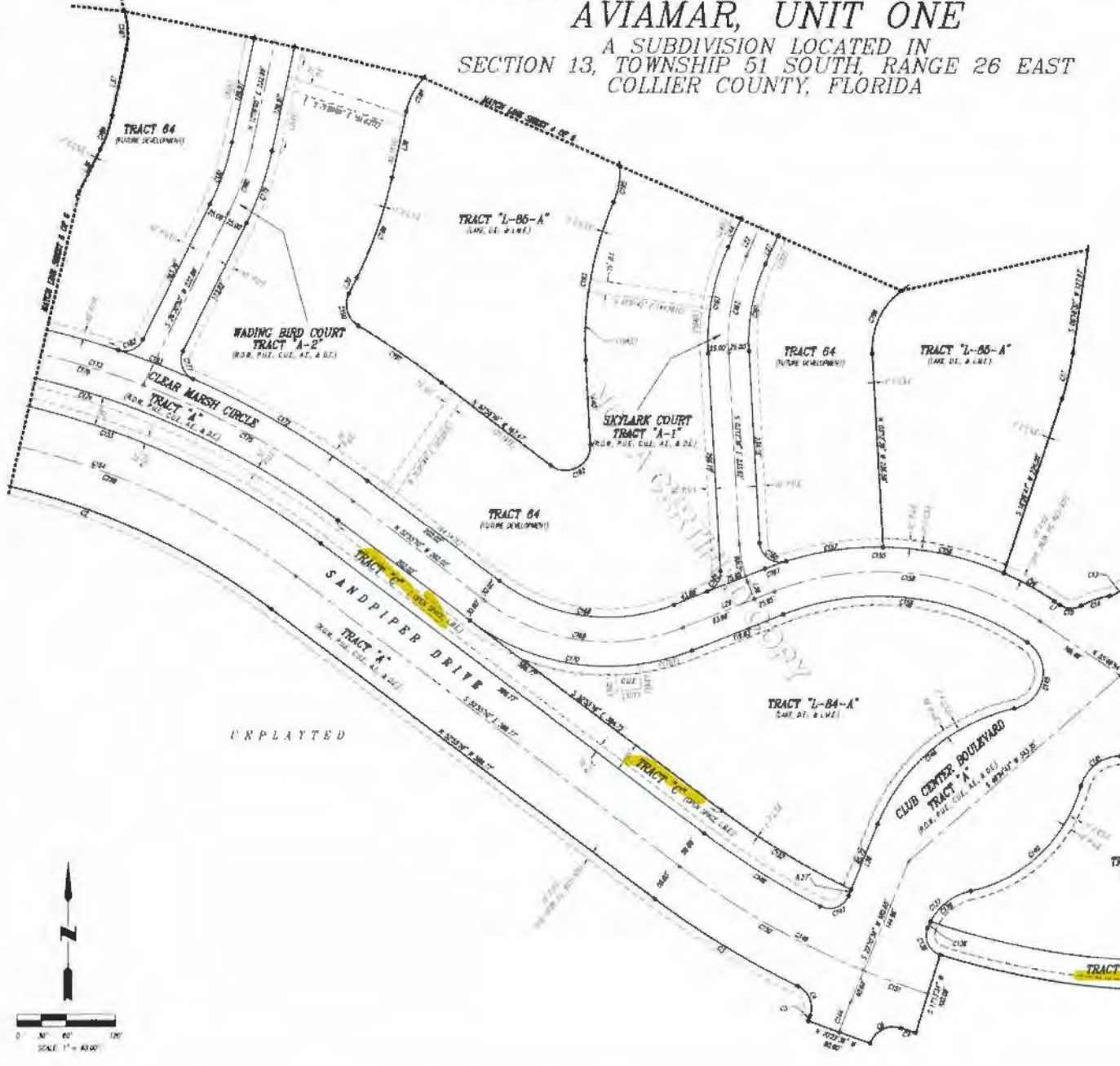
2004. Collier County Property Appraiser. While the Collier County Property Appraiser is committed to providing the most accurate and up-to-date information, no warranties expressed or implied are provided for the data herein, its use, or its interpretation.



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

FIDDLER'S CREEK PHASE 5 AVIAMAR, UNIT ONE

A SUBDIVISION LOCATED IN
SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA



CURVE TABLE					CURVE TABLE						
LINE	RADIUS	LENGTH	DELTA	CHORD	BEARING	LINE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C101	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C2	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C102	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C3	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C103	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C4	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C104	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C5	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C105	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C6	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C106	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C7	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C107	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C8	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C108	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C9	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C109	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C10	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C110	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C11	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C111	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C12	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C112	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C13	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C113	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C14	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C114	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C15	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C115	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C16	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C116	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C17	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C117	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C18	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C118	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C19	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C119	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W
C20	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W	C120	1000.00	100.00	3.44	100.00	N 89.28° 28' 10" W

UNPLATTED

LINE	BEARING	LENGTH
11	N 89° 28' 10" W	8.44'
12	N 89° 28' 10" W	12.44'
13	S 89° 28' 10" W	12.44'
14	N 89° 28' 10" W	12.44'
15	N 89° 28' 10" W	12.44'
16	N 89° 28' 10" W	12.44'
17	N 89° 28' 10" W	12.44'
18	N 89° 28' 10" W	12.44'
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22	N 89° 28' 10" W	12.44'
23	N 89° 28' 10" W	12.44'
24	N 89° 28' 10" W	12.44'
25	N 89° 28' 10" W	12.44'
26	N 89° 28' 10" W	12.44'
27	N 89° 28' 10" W	12.44'
28	N 89° 28' 10" W	12.44'
29	N 89° 28' 10" W	12.44'
30	N 89° 28' 10" W	12.44'
31	N 89° 28' 10" W	12.44'
32	N 89° 28' 10" W	12.44'
33	N 89° 28' 10" W	12.44'
34	N 89° 28' 10" W	12.44'
35	N 89° 28' 10" W	12.44'
36	N 89° 28' 10" W	12.44'
37	N 89° 28' 10" W	12.44'
38	N 89° 28' 10" W	12.44'
39	N 89° 28' 10" W	12.44'
40	N 89° 28' 10" W	12.44'
41	N 89° 28' 10" W	12.44'
42	N 89° 28' 10" W	12.44'
43	N 89° 28' 10" W	12.44'
44	N 89° 28' 10" W	12.44'
45	N 89° 28' 10" W	12.44'
46	N 89° 28' 10" W	12.44'
47	N 89° 28' 10" W	12.44'
48	N 89° 28' 10" W	12.44'
49	N 89° 28' 10" W	12.44'
50	N 89° 28' 10" W	12.44'
51	N 89° 28' 10" W	12.44'
52	N 89° 28' 10" W	12.44'
53	N 89° 28' 10" W	12.44'
54	N 89° 28' 10" W	12.44'
55	N 89° 28' 10" W	12.44'
56	N 89° 28' 10" W	12.44'
57	N 89° 28' 10" W	12.44'
58	N 89° 28' 10" W	12.44'
59	N 89° 28' 10" W	12.44'
60	N 89° 28' 10" W	12.44'
61	N 89° 28' 10" W	12.44'
62	N 89° 28' 10" W	12.44'
63	N 89° 28' 10" W	12.44'
64	N 89° 28' 10" W	12.44'
65	N 89° 28' 10" W	12.44'
66	N 89° 28' 10" W	12.44'
67	N 89° 28' 10" W	12.44'
68	N 89° 28' 10" W	12.44'
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70	N 89° 28' 10" W	12.44'
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77	N 89° 28' 10" W	12.44'
78	N 89° 28' 10" W	12.44'
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80	N 89° 28' 10" W	12.44'
81	N 89° 28' 10" W	12.44'
82	N 89° 28' 10" W	12.44'
83	N 89° 28' 10" W	12.44'
84	N 89° 28' 10" W	12.44'
85	N 89° 28' 10" W	12.44'
86	N 89° 28' 10" W	12.44'
87	N 89° 28' 10" W	12.44'
88	N 89° 28' 10" W	12.44'
89	N 89° 28' 10" W	12.44'
90	N 89° 28' 10" W	12.44'
91	N 89° 28' 10" W	12.44'
92	N 89° 28' 10" W	12.44'
93	N 89° 28' 10" W	12.44'
94	N 89° 28' 10" W	12.44'
95	N 89° 28' 10" W	12.44'
96	N 89° 28' 10" W	12.44'
97	N 89° 28' 10" W	12.44'
98	N 89° 28' 10" W	12.44'
99	N 89° 28' 10" W	12.44'
100	N 89° 28' 10" W	12.44'



THIS INSTRUMENT PREPARED BY
STEFAN H. BURCHARD, FPM (FAC)
GRADY MINOR AND ASSOCIATES
CERTIFICATE OF AUTHORIZATION: L.C. # 515
STATE OF FLORIDA - LAND SURVEYORS - PLANNING
DIAGRAM APPROVED: JANUARY 2014

ATTACHMENT “1”

RESOLUTION NUMBER 2021-xx

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 ACCEPTING THE CONVEYANCE BY SPECIAL WARRANTY DEED OF VARIOUS LANDSCAPE/BUFFER TRACTS

Whereas, the Fiddler's Creek Community Development District #2 [the "District"] is a community development district established November 19, 2002 by Collier County, Florida Ordinance No. 02-61 pursuant to the provisions of Chapter 190, Florida Statutes, as amended; and,

Whereas, it is appropriate that the District possess fee simple title to the various parcels and tracts listed on the attached Exhibit "A", for the purposes of operating and maintaining District infrastructure and public improvements therein and thereon;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2, that:

1. The Fiddler's Creek Community Development District #2 hereby accepts the conveyance of various parcels and tracts listed on the attached **Exhibit "A"**.
2. The Chairman is authorized to execute all documents necessary to effectuate said conveyance.

DULY PASSED AND ADOPTED this 22nd day of September, 2021.

BOARD OF SUPERVISORS OF THE
FIDDLER'S CREEK COMMUNITY
DEVELOPMENT DISTRICT #2

ATTEST:

Secretary/Asst. Secretary

By: _____
Elliot Miller, Chairman

EXHIBIT “A” TO RESOLUTION

1. Tract B, Fiddler’s Creek Phase Four, Unit Three.
2. Tracts B and C, Fiddler’s Creek Phase Four, Unit Two.
3. Tract D, Fiddler’s Creek Phase Four, Unit One.
4. Tracts B and C, Fiddler’s Creek Phase 5, Aviamar, Unit One.

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

11

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2021**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2021**

	General	Debt Service Series 2004	Debt Service Series 2005	Debt Service Series 2014-1A	Debt Service Series 2014-1B	Debt Service Series 2014-2A	Debt Service Series 2014-2B	Debt Service Series 2014-3	Debt Service Series 2015A-1	Debt Service Series 2015A-2	Debt Service Series 2015B	Debt Service Series 2019	Capital Projects Series 2014-2	Capital Projects Series 2015A-1	Total Governmental Funds
ASSETS															
Cash	\$ 1,777,029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,777,029
Investments															
Revenue A	-	128,622	165,371	-	-	1	-	25,896	296,169	88,873	-	613,008	-	-	1,317,940
Revenue B	-	-	-	-	176,433	-	194,309	-	-	-	-	-	-	-	370,742
Reserve A	-	52,054	52,054	-	-	-	-	104,091	112,955	37,721	-	150,723	-	-	509,598
Reserve B	-	-	-	-	128,802	-	128,802	-	-	-	192,411	-	-	-	450,015
Prepayment A	-	730	81,235	548	-	47,404	-	28,496	190,093	55,133	-	226,187	-	-	629,826
Prepayment B	-	-	-	-	368	-	27,082	-	-	-	94,646	-	-	-	122,096
Interest	-	1,651	-	-	186	-	146	-	-	-	-	-	-	-	1,983
Construction	-	-	-	-	-	-	-	-	-	-	-	-	380,839	280,961	661,800
Sinking	-	-	-	-	455	-	533	-	-	-	-	-	-	-	988
Optional redemption	-	-	-	-	-	-	-	72	-	-	-	-	-	-	72
COI	-	-	-	-	13	-	13	-	-	-	-	17	-	-	43
Due from other funds															
Debt service fund series 2004	-	-	25,559	-	-	-	-	-	-	-	-	-	-	-	25,559
Debt service fund series 2014-1A	321	-	-	-	-	-	-	-	-	-	-	-	-	-	321
Debt service fund series 2014-2A	1,974	-	-	-	-	-	2,524	-	-	-	-	-	-	-	4,498
Due from other	450	-	-	-	-	-	-	-	-	-	-	-	-	-	450
Due from general fund	-	-	1	-	2	-	2	-	1	-	-	5	-	-	11
Accounts receivable	3,116	-	-	-	-	-	-	-	-	-	-	-	-	-	3,116
Undeposited funds	-	-	-	-	-	-	-	-	-	-	-	54,492	-	-	54,492
Total assets	\$ 1,782,890	\$183,057	\$324,220	\$ 548	\$306,259	\$ 47,405	\$353,411	\$158,555	\$599,218	\$181,727	\$ 287,057	\$1,044,432	\$ 380,839	\$280,961	\$ 5,930,579
LIABILITIES AND FUND BALANCES															
Liabilities															
Due to other	3,531	-	-	-	-	-	-	-	-	-	-	-	-	-	3,531
Due to other funds															
Debt service fund series 2005	1	25,559	-	-	-	-	-	-	-	-	-	-	-	-	25,560
Debt service fund series 2014-1B	2	-	-	-	-	-	-	-	-	-	-	-	-	-	2
Debt service fund series 2014-2B	2	-	-	-	-	2,524	-	-	-	-	-	-	-	-	2,526
Debt service fund series 2015A-1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	1
Debt service fund series 2019	5	-	-	-	-	-	-	-	-	-	-	-	-	-	5
Due to general fund	-	-	-	321	-	1,974	-	-	-	-	-	-	-	-	2,295
Due to Developer	10,735	-	-	-	-	-	-	-	-	-	-	-	-	-	10,735
Contract payable	-	-	-	-	-	-	-	-	-	-	-	-	112,864	1,234	114,098
Retainage payable	-	-	-	-	-	-	-	-	-	-	-	5,000	-	-	5,000
Due to Fiddler's Creek CDD #1	2,787	-	-	-	-	-	-	-	-	-	-	-	-	-	2,787
Total liabilities	17,064	25,559	-	321	-	4,498	-	-	-	-	-	-	117,864	1,234	166,540
DEFERRED INFLOWS OF RESOURCES															
Deferred receipts	450	-	-	-	-	-	-	-	-	-	-	-	-	-	450
Total deferred inflows of resources	450	-	-	-	-	-	-	-	-	-	-	-	-	-	450
Fund balances:															
Restricted for:															
Debt service	-	157,498	324,220	227	306,259	42,907	353,411	158,555	599,218	181,727	287,057	1,044,432	-	-	3,455,511
Capital projects	-	-	-	-	-	-	-	-	-	-	-	-	262,975	279,727	542,702
Unassigned	1,765,376	-	-	-	-	-	-	-	-	-	-	-	-	-	1,765,376
Total fund balances	1,765,376	157,498	324,220	227	306,259	42,907	353,411	158,555	599,218	181,727	287,057	1,044,432	262,975	279,727	5,763,589
Total liabilities, deferred inflows of resources and fund balances	\$ 1,782,890	\$183,057	\$324,220	\$ 548	\$306,259	\$ 47,405	\$353,411	\$158,555	\$599,218	\$181,727	\$ 287,057	\$1,044,432	\$ 380,839	\$280,961	\$ 5,930,579

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 2,031,618	\$2,027,080	100%
Assessment levy: off-roll	6,728	74,004	80,731	92%
Interest & miscellaneous	16	11,806	7,500	157%
Total revenues	<u>6,744</u>	<u>2,117,428</u>	<u>2,115,311</u>	100%
EXPENDITURES				
Administrative				
Supervisors	861	11,411	14,369	79%
Management	7,055	77,606	84,662	92%
Assessment roll preparation	-	22,500	22,500	100%
Audit	-	16,500	16,500	100%
Legal - general	1,530	17,973	25,000	72%
Engineering	11,533	64,375	40,000	161%
Telephone	26	287	313	92%
Postage	1,556	2,977	2,000	149%
Insurance	-	18,613	10,509	177%
Printing and binding	50	545	595	92%
Legal advertising	-	-	2,000	0%
Office supplies	-	157	750	21%
Annual district filing fee	-	175	175	100%
Trustee	-	31,640	25,500	124%
Arbitrage rebate calculation	-	3,500	8,000	44%
ADA website compliance	-	210	900	23%
Contingency	85	1,630	10,000	16%
Total administrative	<u>22,696</u>	<u>270,099</u>	<u>263,773</u>	102%
Field management				
Field management services	952	10,472	11,424	92%
Total field management	<u>952</u>	<u>10,472</u>	<u>11,424</u>	92%
Water management				
Other contractual	5,792	94,006	147,494	64%
Fountains	20,267	179,874	145,000	124%
Total water management	<u>26,059</u>	<u>273,880</u>	<u>292,494</u>	94%
Street lighting				
Contractual services	2,612	10,379	20,000	52%
Electricity	584	6,541	16,000	41%
Capital outlay	-	-	10,000	0%
Miscellaneous	-	-	1,000	0%
Total street lighting	<u>3,196</u>	<u>16,920</u>	<u>47,000</u>	36%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
Landscaping				
Other contractual	57,108	686,091	1,059,000	65%
Other contractual-mosquito spraying	8,261	35,109	23,000	153%
Improvements and renovations	-	19,433	75,000	26%
Contingencies	-	-	5,000	0%
Total landscaping	<u>65,369</u>	<u>740,633</u>	<u>1,162,000</u>	64%
Roadway maintenance				
Contractual services (street cleaning)	285	2,850	5,000	57%
Roadway maintenance	13,799	197,056	75,000	263%
Total roadway services	<u>14,084</u>	<u>199,906</u>	<u>80,000</u>	250%
Irrigation				
Controller repairs & maintenance	24	749	2,000	37%
Other contractual-irrigation manager	-	37,500	50,000	75%
Supply system	6,032	112,514	132,716	85%
Total irrigation	<u>6,056</u>	<u>150,763</u>	<u>184,716</u>	82%
Other fees & charges				
Property appraiser	-	-	31,673	0%
Tax collector	-	34,875	42,231	83%
Total other fees & charges	<u>-</u>	<u>34,875</u>	<u>73,904</u>	47%
Total expenditures and other charges	<u>138,412</u>	<u>1,697,548</u>	<u>2,115,311</u>	80%
Excess/(deficiency) of revenues over/(under) expenditures	(131,668)	419,880	-	
OTHER FINANCING SOURCES/(USES)				
Transfer in	-	140	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>140</u>	<u>-</u>	N/A
Net change in fund balances	(131,668)	420,020	-	
Fund balances - beginning	1,897,044	1,345,356	1,044,066	
Fund balances - ending	<u>\$ 1,765,376</u>	<u>\$ 1,765,376</u>	<u>\$ 1,044,066</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2004
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 33,653	\$ 33,600	100%
Interest	2	15	-	N/A
Total revenues	<u>2</u>	<u>33,668</u>	<u>33,600</u>	100%
EXPENDITURES				
Debt service				
Principal	-	5,000	5,000	100%
Interest	-	16,538	16,538	100%
Total debt service	<u>-</u>	<u>21,538</u>	<u>21,538</u>	100%
Other fees & charges				
Property appraiser	-	-	525	0%
Tax collector	-	577	700	82%
Total other fees & charges	<u>-</u>	<u>577</u>	<u>1,225</u>	47%
Total expenditures	<u>-</u>	<u>22,115</u>	<u>22,763</u>	97%
Excess/(deficiency) of revenues over/(under) expenditures	2	11,553	10,837	
Fund balances - beginning	157,496	145,945	154,380	
Fund balances - ending	<u>\$ 157,498</u>	<u>\$ 157,498</u>	<u>\$ 165,217</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2005
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 198,435	\$ 201,484	98%
Prepayment assessments	-	76,959	-	N/A
Interest	2	19	-	N/A
Total revenues	<u>2</u>	<u>275,413</u>	<u>201,484</u>	137%
EXPENDITURES				
Debt service				
Principal	-	65,000	65,000	100%
Principal prepayment	-	30,000	-	N/A
Interest	-	121,200	122,100	99%
Total debt service	<u>-</u>	<u>216,200</u>	<u>187,100</u>	116%
Other fees & charges				
Property appraiser	-	-	3,148	0%
Tax collector	-	3,406	4,198	81%
Total other fees & charges	<u>-</u>	<u>3,406</u>	<u>7,346</u>	46%
Total expenditures	<u>-</u>	<u>219,606</u>	<u>194,446</u>	113%
Excess/(deficiency) of revenues over/(under) expenditures	2	55,807	7,038	
Fund balances - beginning	324,218	268,413	229,123	
Fund balances - ending	<u>\$ 324,220</u>	<u>\$ 324,220</u>	<u>\$ 236,161</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-1A
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 277,649	\$ 277,650	100%
Total revenues	<u>-</u>	<u>277,649</u>	<u>277,650</u>	100%
EXPENDITURES				
Debt service				
Principal	-	90,000	90,000	100%
Interest	-	187,650	187,650	100%
Total debt service	<u>-</u>	<u>277,650</u>	<u>277,650</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	-	(1)	-	
Fund balances - beginning	<u>227</u>	<u>228</u>	<u>131,581</u>	
Fund balances - ending	<u>\$ 227</u>	<u>\$ 227</u>	<u>\$ 131,581</u>	

On June 15, 2018, the District bifurcated the Series 2014-1 Bonds into two separate Bond Series- Series 2014-1 and Series 2014-1B. As a result of the bifurcation, the par amount of the Series 2014-1 Bonds is \$4,000,000; the par amount of the Series 2014-1B Bonds is \$3,815,000.

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-1B
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 372,932	\$ 372,345	100%
Interest	2	22	-	N/A
Total revenues	<u>2</u>	<u>372,954</u>	<u>372,345</u>	100%
EXPENDITURES				
Debt service				
Principal	-	115,000	115,000	100%
Principal prepayment	-	5,000	-	N/A
Interest	-	241,144	241,313	100%
Total debt service	<u>-</u>	<u>361,144</u>	<u>356,313</u>	101%
Other fees & charges				
Property appraiser	-	-	5,818	0%
Tax collector	-	6,401	7,757	83%
Total other fees & charges	<u>-</u>	<u>6,401</u>	<u>13,575</u>	47%
Total expenditures	<u>-</u>	<u>367,545</u>	<u>369,888</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	2	5,409	2,457	
Fund balances - beginning	306,257	300,850	278,087	
Fund balances - ending	<u>\$ 306,259</u>	<u>\$ 306,259</u>	<u>\$ 280,544</u>	

On June 15, 2018, the District bifurcated the Series 2014-1 Bonds into two separate Bond Series- Series 2014-1 and Series 2014-1B. As a result of the bifurcation, the par amount of the Series 2014-1 Bonds is \$4,000,000; the par amount of the Series 2014-1B Bonds is \$3,815,000.

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-2A
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 536,598	\$ 536,600	100%
Assessment prepayments	22,299	44,597	-	N/A
Interest	1	1	-	N/A
Total revenues	<u>22,300</u>	<u>581,196</u>	<u>536,600</u>	108%
EXPENDITURES				
Debt service				
Principal	-	185,000	185,000	100%
Interest	-	351,600	351,600	100%
Total debt service	<u>-</u>	<u>536,600</u>	<u>536,600</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	22,300	44,596	-	
Fund balances - beginning	20,607	(1,689)	217,530	
Fund balances - ending	<u>\$ 42,907</u>	<u>\$ 42,907</u>	<u>\$ 217,530</u>	

On June 15, 2018, the District bifurcated the Series 2014-2 Bonds into two separate Bond Series- Series 2014-2 and Series 2014-2B. As a result of the bifurcation, the par amount of the Series 2014-2 Bonds is \$8,635,000; the par amount of the Series 2014-2B Bonds is \$4,835,000.

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-2B
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 425,896	\$ 425,226	100%
Assessment prepayments	-	22,298	-	N/A
Interest	2	25	-	N/A
Total revenues	<u>2</u>	<u>448,219</u>	<u>425,226</u>	105%
EXPENDITURES				
Debt service				
Principal	-	140,000	140,000	100%
Interest	-	268,800	268,800	100%
Total debt service	<u>-</u>	<u>408,800</u>	<u>408,800</u>	100%
Other fees & charges				
Property appraiser	-	-	6,644	0%
Tax collector	-	7,310	8,859	83%
Total other fees & charges	<u>-</u>	<u>7,310</u>	<u>15,503</u>	47%
Total expenditures	<u>-</u>	<u>416,110</u>	<u>424,303</u>	98%
Excess/(deficiency) of revenues over/(under) expenditures	2	32,109	923	
Fund balances - beginning	353,409	321,302	313,519	
Fund balances - ending	<u>\$ 353,411</u>	<u>\$ 353,411</u>	<u>\$ 314,442</u>	

On June 15, 2018, the District bifurcated the Series 2014-2 Bonds into two separate Bond Series- Series 2014-2 and Series 2014-2B. As a result of the bifurcation, the par amount of the Series 2014-2 Bonds is \$8,635,000; the par amount of the Series 2014-2B Bonds is \$4,835,000.

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-3 (SERIES 2005)
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 57,892	\$ 62,721	92%
Assessment levy: off-roll	-	650,064	650,166	100%
Assessment prepayments	25,608	25,608	-	N/A
Interest	1	12	-	N/A
Total revenues	<u>25,609</u>	<u>733,576</u>	<u>712,887</u>	103%
EXPENDITURES				
Debt service				
Principal	-	245,000	245,000	100%
Principal prepayment	-	50,000	-	N/A
Interest	-	464,100	465,600	100%
Total debt service	<u>-</u>	<u>759,100</u>	<u>710,600</u>	107%
Other fees & charges				
Property appraiser	-	-	980	0%
Tax collector	-	994	1,307	76%
Total other fees & charges	<u>-</u>	<u>994</u>	<u>2,287</u>	43%
Total expenditures	<u>-</u>	<u>760,094</u>	<u>712,887</u>	107%
Excess/(deficiency) of revenues over/(under) expenditures	25,609	(26,518)	-	
Fund balances - beginning	132,946	185,073	131,250	
Fund balances - ending	<u>\$ 158,555</u>	<u>\$ 158,555</u>	<u>\$ 131,250</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015A-1
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 253,026	\$ 260,341	97%
Assessment prepayments	162,842	162,842	-	N/A
Lot closing	-	22,946	-	N/A
Interest	2	34	-	N/A
Total revenues	<u>162,844</u>	<u>438,848</u>	<u>260,341</u>	169%
EXPENDITURES				
Debt service				
Principal	-	60,000	60,000	100%
Principal prepayment	-	95,000	-	N/A
Interest	-	188,075	190,850	99%
Total debt service	<u>-</u>	<u>343,075</u>	<u>250,850</u>	137%
Other fees & charges				
Property appraiser	-	-	4,068	0%
Tax collector	-	4,344	5,424	80%
Total other fees & charges	<u>-</u>	<u>4,344</u>	<u>9,492</u>	46%
Total expenditures	<u>-</u>	<u>347,419</u>	<u>260,342</u>	133%
Excess/(deficiency) of revenues over/(under) expenditures	162,844	91,429	(1)	
Fund balances - beginning	436,374	507,789	414,109	
Fund balances - ending	<u>\$ 599,218</u>	<u>\$ 599,218</u>	<u>\$ 414,108</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015A-2
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 83,568	\$ 85,985	97%
Assessment prepayments	44,957	44,957	-	N/A
Lot closing	-	6,740	-	N/A
Interest	1	10	-	N/A
Total revenues	<u>44,958</u>	<u>135,275</u>	<u>85,985</u>	157%
EXPENDITURES				
Debt service				
Principal	-	30,000	30,000	100%
Principal prepayment	-	25,000	-	N/A
Interest	-	52,125	52,850	99%
Total debt service	<u>-</u>	<u>107,125</u>	<u>82,850</u>	129%
Other fees & charges				
Property appraiser	-	-	1,344	0%
Tax collector	-	1,434	1,791	80%
Total other fees & charges	<u>-</u>	<u>1,434</u>	<u>3,135</u>	46%
Total expenditures	<u>-</u>	<u>108,559</u>	<u>85,985</u>	126%
Excess/(deficiency) of revenues over/(under) expenditures	44,958	26,716	-	
Fund balances - beginning	136,769	155,011	128,562	
Fund balances - ending	<u>\$ 181,727</u>	<u>\$ 181,727</u>	<u>\$ 128,562</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015B
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 132,812	\$ 132,813	100%
Assessment prepayments	92,391	92,391	-	N/A
Interest	2	16	-	N/A
Total revenues	<u>92,393</u>	<u>225,219</u>	<u>132,813</u>	170%
EXPENDITURES				
Debt service				
Interest	-	132,812	132,813	100%
Total debt service	<u>-</u>	<u>132,812</u>	<u>132,813</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	92,393	92,407	-	
Fund balances - beginning	194,664	194,650	194,632	
Fund balances - ending	<u>\$ 287,057</u>	<u>\$ 287,057</u>	<u>\$ 194,632</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 1,279,154	\$ 1,281,032	100%
Assessment prepayments	80,644	309,095	-	N/A
Lot closing	-	77,723	-	N/A
Interest	4	67	-	N/A
Total revenues	<u>80,648</u>	<u>1,666,039</u>	<u>1,281,032</u>	130%
EXPENDITURES				
Debt service				
Principal	-	665,000	660,000	101%
Principal prepayment	-	195,000	-	N/A
Interest	-	596,325	598,250	100%
Total debt service	<u>-</u>	<u>1,456,325</u>	<u>1,258,250</u>	116%
Other fees & charges				
Property appraiser	-	-	20,016	0%
Tax collector	-	21,957	26,688	82%
Total other fees & charges	<u>-</u>	<u>21,957</u>	<u>46,704</u>	47%
Total expenditures	<u>-</u>	<u>1,478,282</u>	<u>1,304,954</u>	113%
Excess/(deficiency) of revenues over/(under) expenditures	80,648	187,757	(23,922)	-785%
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(140)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>(140)</u>	<u>-</u>	N/A
Net change in fund balances	80,648	187,617	(23,922)	
Fund balances - beginning	963,784	856,815	733,154	
Fund balances - ending	<u>\$ 1,044,432</u>	<u>\$ 1,044,432</u>	<u>\$ 709,232</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND EXCHANGE 2014-2 (SERIES 2005)
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 1	\$ 71
Total revenues	1	71
EXPENDITURES		
Capital outlay	(706)	800,407
Total expenditures	(706)	800,407
Excess/(deficiency) of revenues over/(under) expenditures	707	(800,336)
Fund balances - beginning	262,268	1,063,311
Fund balances - ending	\$ 262,975	\$ 262,975

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND 2015
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 1	\$ 23
Total revenues	1	23
EXPENDITURES		
Capital outlay	1,335	3,616
Total expenditures	1,335	3,616
Excess/(deficiency) of revenues over/(under) expenditures	(1,334)	(3,593)
Fund balances - beginning	281,061	283,320
Fund balances - ending	\$ 279,727	\$ 279,727

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

12

DRAFT

**MINUTES OF MEETING
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**

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The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held Multiple Public Hearings and a Regular Meeting on August 25, 2021 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present were:

Elliot Miller	Chair
Victoria DiNardo	Vice Chair
Linda Viegas	Assistant Secretary
John Nuzzo	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Tony Pires	District Counsel
Terry Cole (via telephone)	District Engineer
Ron Albeit	Foundation General Manager
Joe Parisi	Developer’s Counsel
Todd Lux	Fiddler’s Director of Facilities
Shannon Benedetti	Resident/Landscape Committee Member
Anthony Leopizzi	Resident
Sally Snyder	Resident
Deborah Woods (via telephone)	Resident
Richard Gray	Resident
Christopher Patterson	Resident
Sandy Berger	Resident
Craig Albert	Resident
Debbie Kolovich	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 10:01 a.m. Supervisors DiNardo, Miller, Viegas and Nuzzo were present in person. Supervisor Klug was not present.

Mr. Miller stated it was good to see so many residents in attendance. He noted there would be two public hearings, one for the budget and one for the assessment.

41 **SECOND ORDER OF BUSINESS****Public Comments: Non-Agenda Items**

42

43 There were no public comments.

44

45 **THIRD ORDER OF BUSINESS****Continued Discussion: Status of Line of
Credit for Impending Hurricane Season**

46

47

48 Mr. Miller stated the CDD's financial condition is excellent but the Board was
49 considering obtaining a \$500,000 line of credit in order to avoid the need for a special
50 assessment in the event of a hurricane.

51 Mr. Adams stated that Mr. Miller learned from an IberiaBank executive that Mr. Adams'
52 contact retired in February, which explained the ongoing lack of response; he was now
53 exchanging calls with the new IberiaBank contact, Mr. Ulrich, but has not been able to reach
54 him.

55 Mr. Miller stated that Mr. Jeff Pinder, of Wrathell, Hunt and Associates, LLC (WHA), was
56 asked to contact Wells Fargo in hopes that the CDD would have two offers to consider. He
57 stated that the first two Wells Fargo employees he spoke with specialized in corporate credit
58 and were unfamiliar with governmental entities. A Wells Fargo employee familiar with CDDs
59 would be speaking with Mr. Pinder. The first offer proposed by Wells Fargo was unacceptable
60 as they would have required \$500,000 in cash collateral. Mr. Adams would pursue a line of
61 credit with IberiaBank and Mr. Pinder would pursue a line of credit with Wells Fargo.

62 Ms. Viegas asked if Mr. Adams followed up with other banks mentioned at the last
63 meeting. Mr. Adams stated he did not pursue FineMark Bank because Mr. Miller was pursuing
64 other avenues, including Wells Fargo and IberiaBank. Mr. Miller felt that IberiaBank was a likely
65 candidate for a good proposal, given its work with CDD #1.

66

67 **FOURTH ORDER OF BUSINESS****Health, Safety and Environment Report**

68

69 • **Irrigation and Pressure Washing Efforts – Todd Lux**

70 Mr. Lux reviewed a PowerPoint presentation and provided the following updates:

71 ➤ Facilities teams are responsible for tree canopy trimming, pressure washing and
72 irrigation management.

73 ➤ Tree Canopy Trimming: Fruited palms would be trimmed beginning in early September.
74 The second and final biannual trimming of high palm trees, which requires special equipment
75 such as bucket trucks, was completed this month.

76 ➤ Pressure Washing: In the past 30 days, Sandpiper Drive was completed. Pepper Tree
77 Village and numerous areas in CDD #1 were also completed. Cleaning was underway on
78 Fiddler's Creek Parkway, and Club Center Boulevard was next on the schedule. Areas of
79 concern, such as slipping hazards, were prioritized upon notification by Staff or villages.
80 Schedules were managed with attention to aesthetics on a 30, 60 and 90-day schedule.

81 Mr. Lux displayed before and after photos and a map depicting areas of concern that
82 were addressed, and upcoming areas scheduled within the next 30 days, including monuments.

83 Ms. Viegas asked for the report to be submitted in time for inclusion in the agenda.

84 Speaking as a resident of Oyster Harbor (OH) and as a Board Member, Mr. Nuzzo asked
85 if the pressure was released on the irrigation line in OH, as discussed at the last meeting. Mr.
86 Parisi stated he believed the work was completed; Taylor Morrison (TM) piping work along the
87 main road was redone to correct pressure issues in outlying communities; he was unsure
88 whether OH was online with the computer or still on standby.

89 Resident Anthony Leopizzi stated when the irrigation work was done his sod was
90 damaged and asked if it would be replaced. Mr. Parisi noted Mr. Leopizzi's address and stated
91 he would ensure that the sod is replaced.

92 • **Security and Safety Update – Dan Frechette**

93 In Mr. Frechette's absence, Mr. Albeit reviewed portions of the PowerPoint
94 presentation, reported the following and responded to questions, as follows:

95 ➤ The automated Radio Frequency Identification System (RFID) system is operational. The
96 automated gatehouse telephone number is 239-529-4139. Guests may also be entered on the
97 members' website, or via the mobile app.

98 ➤ In the event of difficulty or questions about the system, an email should be sent to
99 safety@fiddlerscreek.com.

100 ➤ The telephone number for the 24-hour roving community patrol is 239-919-3705;
101 however, in the event of an emergency, 911 should always be called first and then Fiddler's
102 Creek Safety.

103 ➤ Gate Activity: Thursdays and Fridays are busy days.

104 ➤ Occupancy: 1260 units, approximately 50% of the total units, were occupied, which was
105 normal for this time of year.

106 ➤ Incidents: Parking incidents and open garage doors were the most commonly reported
107 incidents. It is very important to close garage doors for security reasons. Stickers would be left
108 on garage doors found open overnight rather than waking residents.

109 Mr. Miller asked if there were any referrals to the Fining Committee. Mr. Albeit stated
110 he did not know. Ms. Viegas asked if the RFID Vendor Program was completed. Mr. Albeit
111 stated he did not know and advised that Mr. Frechette would likely have updates at the next
112 meeting.

113

114 **FIFTH ORDER OF BUSINESS**

**Update: Status of Taylor Morrison Faulty
Design Issues and Potential Claim for
Associated Engineering and Legal Expenses**

115

116

117

118 Mr. Pires stated that Mr. Cole provided a summary of fees but a letter was not yet
119 drafted because he was awaiting totals for remedial work. The totals were over \$10,000 so far,
120 including approximately \$6,000 in Engineering fees and \$4,700 in Legal fees.

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

122 **This item, previously the Seventh Order of Business, was presented out of order.**

123 • **Update: Cost Estimates for Proposed Remedial Plan, Plats and Pool Permits**

124 Mr. Cole presented and reported the following:

125 ➤ Amador Swale: Met with LandCare and requested a proposal to install yard drain piping
126 outside the ficus hedge. This would be much less intrusive than removing the ficus hedge,
127 excavating a swale, installing pipes and reinstalling landscaping, etc.

128 Ms. DiNardo asked Mr. Cole to request a bid to remove the ficus hedge, for comparison.

129 Mr. Pires stated that Mr. Cole would obtain proposals to install the yard drains outside
130 the ficus and to remove the ficus and have yard drains installed where they should have been
131 installed. Mr. Cole stated he would provide the proposals and an updated summary of
132 remaining costs in next month's agenda.

133 ➤ Lake Erosion: Several meetings were held with TM, at OH, and TM agreed to repair the
134 majority of the erosion areas. Some erosion was caused by yard drains installed by
135 homeowners, but TM did some work that created erosion problems along the lake bank so they
136 agreed to work on repairing those. Over the next month TM would work to complete those
137 repairs and Staff would continue to follow up and inspect those areas.

138 Mr. Miller asked Mr. Cole to request a written commitment from TM, including the
139 timeframes.

140 Ms. DiNardo asked if the CDD might be burdened with the erosion repairs if
141 homeowners have installed yard drain pipes and erosion occurs. Mr. Cole responded
142 affirmatively. Ms. DiNardo asked for Mr. Cole's Lake Erosion Report to document yard drains
143 and include an estimate for repairs resulting from drainage installed by homeowners.

144 Mr. Miller asked Mr. Cole if roadway repairs were scheduled for the area for which
145 photos were provided. Mr. Cole stated the inspector needed to meet with Collier Paving to
146 review the repairs. Mr. Miller asked that he be kept informed so that he can advise the
147 homeowner.

148

149 **SIXTH ORDER OF BUSINESS**

Developer's Report/Update

150

151 Mr. Parisi reported the following:

152 ➤ The section of fence that was missing from the Aviamar pumpstation to the gatehouse
153 was under contract and should be completed within the next month.

154 ➤ A Certificate of Completion and a warranty package would be provided for the
155 Sandpiper Gatehouse.

156 ➤ Publix agreed to allow construction of the gate, but access and gate operation issues,
157 such as objections to a keypad, were still being negotiated. A call was scheduled with Publix this

158 week and he was working diligently to ensure the gate was completed in a timely manner;
159 updates would be provided.

160 Millbrook Resident Sally Snyder asked how traffic would be controlled without a gate.
161 Mr. Parisi stated that cameras are being installed at the gatehouse and he was doing everything
162 possible to work with Publix and get the gate installed, but there has been great resistance
163 from Publix due to the need for truck access to their facility.

164 Mr. Miller stated the Board has been working diligently for months raising the issue.

165 Ms. Viegas reminded those in attendance that all roads, including Sandpiper Drive, are
166 public roads. The previous CFO had promised that the gate would be installed, but, even when
167 the gate is installed, more members of the public would have the option to enter the Fiddler's
168 Creek community, due to the Publix store.

169 Mr. Miller stated he understood the concerns regarding the gate and noted that the
170 Board has discussed these concerns and The Foundation was working with Publix in this regard.

171 Resident Deborah Woods expressed her opinion that based on her trips to the area the
172 only option for traffic exiting Publix would be to make a right turn and exit through the gate so,
173 while it needs to be addressed, she did not feel it was an immediate problem.

174 Resident Janet Leopizzi asked if there were recent problems with break-ins or vandalism
175 that should be of concern. Mr. Miller stated there were no recent incidents. He discussed the
176 community's safety. Ms. DiNardo stated the gatehouse is manned 24-hours a day, seven days a
177 week, traffic is noted and cameras would capture violators to be addressed.

178 Resident Richard Gray asked why residents must pay for gatehouses and security if the
179 roads are public. He noted that cars can use the turnaround behind the gatehouse to get into
180 Fiddler's Creek without going through the gatehouse and expressed his concern about security
181 and shoppers exiting Publix. He suggested building a brick wall until the gate is installed.

182 Mr. Parisi stated he cannot block access to the Publix property because the road is theirs
183 and was part of the County filings, but he hoped to have the gate installed by the end of the
184 month. The guard and roving patrols were working to actively address safety concerns. While
185 the road is public, it is monitored and those entering the gatehouse must stop until the arm is

186 raised; photographs of license plates are used to identify drivers, collect data and assist with
187 community safety.

188 Resident Craig Albert asked if Publix has access to US 41 without entering the
189 community. Mr. Miller replied affirmatively. Mr. Albert asked why the trucks do not simply use
190 US 41 to exit. Mr. Parisi stated he believed the reason is because the trucks have difficulty
191 navigating the 90° turn to exit the loading docks; he stated that once the gate is approved, it
192 would be installed as soon as possible.

193 Ms. Viegas stated the gate has been a topic of discussion for over a year and notices
194 were sent and published in the newspaper regarding public meetings. This matter has not been
195 taken lightly by the Board and Mr. Parisi has been fighting to get the gate installed.

196 Resident Christopher Patterson stated that he was pleased that the Board was
197 addressing the Publix entrance. Having spent his career in the trucking business, he agreed that
198 the trucks need that exit. He asked if the gate could include RFID access for resident access.
199 Mr. Parisi stated there would be no community access via that road.

200

201 **SEVENTH ORDER OF BUSINESS**

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

202

203 • **Update: Cost Estimates for Proposed Remedial Plan, Plats and Pool Permits**

204 The Engineer's Report was presented in conjunction with the Fifth Order of Business.

205

206 **EIGHTH ORDER OF BUSINESS**

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

207

208

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

210 The affidavit of publication was included for informational purposes. Mr. Miller asked
211 why the affidavit for the advertisement in the Naples Daily News was notarized in Wisconsin.
212 Mr. Adams stated because the office of the publisher, Gannett, manages the legal notices.

213 **B. Consideration of Resolution 2021-06, Relating to the Annual Appropriations and**
214 **Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending**
215 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**
216 **Date**

217 The following change was made to Resolution 2021-06 in response to a request by Ms.
218 Viegas:

219 Page 2, Section 2: Delete entire "DEBT SERVICE FUND, SERIES 2014-4" line

220 Mr. Miller asked why Section 1b and Section 3b of the Resolution are both included
221 since they seemed to state the same thing. Mr. Pires stated they are referring to two different
222 statutes. Ms. Viegas stated she believed that they refer to two different timeframes; one is
223 during the fiscal year and one includes up to 60 days after the fiscal year ends.

224 Mr. Miller requested that "or the Board" be added to Section 3b to give the Board the
225 same authorization as the District Manager or Treasurer. Mr. Pires stated the Board already has
226 that authority regardless of whether it was stated or not; therefore, he saw no reason not to
227 include additional verbiage.

228 The following change was made to Resolution 2021-06:

229 Page 3, Section 3b: Insert "or the Board" after "Manager"

230 Mr. Adams reviewed the proposed Fiscal Year 2022 budget and highlighted any line item
231 increases, decreases and adjustments, compared to the Fiscal Year 2021 budget. The reasons
232 for adjustments were discussed as follows:

233 ➤ Page 1, "Engineering" line item: Increased by \$10,000 based upon actual expenses
234 increasing and aging infrastructure and growth, requiring Engineer input.

235 ➤ Page 1, "Trustee" line item: Increased due to an additional bond issue.

236 ➤ Page 1, "Other contractual" line item: Decreased by \$30,000 primarily because the
237 amount appropriated to lake bank erosion repairs was reduced.

238 ➤ Page 1, "Fountains" line item: Increased by \$20,000 due to aging fountains, pumps and
239 motors.

240 ➤ Page 2, "Other contractual-mosquito spraying" line item: Increased by \$22,000 due to
241 more frequent spraying and extended coverage areas.

242 ➤ Page 2, "Roadway maintenance" line item: Increased by \$25,000 to provide \$50,000 for
243 actual repairs and \$50,000 for cleaning sidewalks, curbs and gutters, given the continued
244 growth of the road system.

245 ➤ Page 2, "Roadway capital outlay" line item: \$35,000 was allocated for the traffic signal.

246 Mr. Adams stated the Mailed Notice that was sent incorrectly included language
247 applicable to CDD #1 but not to CDD #2. The person who sent the letter assumed that because
248 it was a shared cost, the conditions were the same between the two CDDs, which is not the
249 case. The proposed Fiscal Year 2022 budget reflected a cost of approximately \$350,000 for each
250 CDD, after contributions from Collier County and 7-Eleven were considered. Beyond that, CDD
251 #2 would receive \$200,000 from Halvorsen, on behalf of Publix. That was a private contract, but
252 now there is a discussion as to whether those monies would be received on the front end or be
253 reimbursed after the project is completed.

254 Mr. Miller believed that the agreement with Halvorsen, the Publix developer, called for
255 CDD #2 to contribute \$200,000 for the traffic light and receive reimbursement from Halvorsen
256 following completion of the project. Mr. Parisi and Mr. Pires are in discussions to attempt to
257 receive the payment from Halvorsen up front.

258 Mr. Pires stated that Mr. Parisi has been successful in contacting the parties at
259 Halvorsen and initiating discussions and he hoped to speak with Halvorsen within the next
260 week to move that forward. He noted that CDD #1 discussed the Halvorsen contribution at the
261 CDD #1 meeting because they feel that a portion of the Halvorsen contribution should benefit
262 CDD #1. He advised CDD #1 that the agreement was between CDD #2 and Halvorsen, but there
263 was Board discussion because that was not the understanding of the CDD #1 Board. The item
264 would be discussed at the next meeting and as he advised CDD #1 he would need to recuse
265 himself if there is a dispute between the CDDs.

266 Mr. Miller stated CDD #2's position was that the agreement was clear that CDD #2
267 would receive the benefit of the \$200,000 and that was discussed at the very inception of the
268 arrangement, on the record, before the agreement was adopted.

269 Ms. DiNardo asked why CDD #1 was bringing this up now, when the issue was not raised
270 when its traffic light was being constructed. Mr. Adams stated that he provided a copy of Mr.
271 Cole's spreadsheet which clearly showed where debits were to be applied, and copies of the
272 minutes from each of the CDD meetings at which Mr. Cole made a presentation. He noted that
273 an opportunity to object was provided at that time. He stated it was possible the CDD #1 Board
274 would realize, after reviewing the documents, that it was a non-issue.

275 Ms. DiNardo recalled that both traffic lights were addressed in the Interlocal
276 Agreement.

277 Mr. Adams stated the final revenue source would be the \$115,000 in construction
278 funds, which would reduce CDD #2's cost for the traffic signal to \$35,000.

279 ➤ Page 2, "Supply system" line item: Costs of approximately \$400,000 in Fiscal Year 2022
280 would include pump station renovations, pump station roof replacement and repairs to pumps
281 and motors. This cost would be shared with CDD #1, based upon the number of Equivalent
282 Residential Units (ERUs) in each District, with 55% being in CDD #1 and 45% in CDD #2. The
283 portion applicable to CDD #2, \$188,000, was the large item necessitating the assessment
284 increases. Although the amount noticed was \$1,595, with an increase of approximately
285 \$187.31, per unit, the actual Operation & Maintenance (O&M) assessment per unit would be
286 \$1,592.31, an increase of \$184.62 over Fiscal Year 2021.

287 Mr. Miller observed that the benefit of renovating the pump stations during this fiscal
288 year was that by next year CDD #2's cost share portion would likely be closer to 50%.

289 Mr. Adams noted Ms. Viegas' request that the section in the Mailed Notice describing
290 what the District maintains and operates be amended in the future to remove the verbiage
291 relating to access control and parks and recreation.

292 Ms. Viegas stated the O&M assessment was \$1,565.95 in Fiscal Year 2020 and it went
293 down by almost \$160 in Fiscal Year 2021, but despite it being proposed to go up in Fiscal Year
294 2022, the net change compared to the Fiscal Year 2020 assessments was only an increase of
295 \$26.36.

296 **Mr. Miller opened the Public Hearing.**

297 Resident Sandy Berger asked if the \$200,000 expected from Halvorsen was included in
298 the assessment increase. Mr. Adams stated the proposed Fiscal Year 2022 budget anticipates
299 that the funding will come through. Mr. Miller stated the proposed Fiscal Year 2022 budget
300 included only \$35,000 for the traffic signal.

301 Mr. Patterson believed that the Mailed Notice stated the primary reason for the
302 assessment increase was the traffic light, but it seemed to him that many expenses contributed
303 to the assessment increase. Mr. Adams confirmed that the paragraph in the Mailed Notice was

304 incorrect; a Staff member had paraphrased the CDD #1 Mailed Notice, which might have been
305 an accurate assumption under normal circumstances. CDD #1 would need to contribute
306 \$350,000 for the traffic signal, as it does not have an alternate source of funds.

307 **Mr. Miller closed the Public Hearing.**

308 Mr. Miller presented Resolution 2021-06.

309

310 **On MOTION by Ms. Viegas and seconded by Ms. DiNardo, with all in favor,**
311 **Resolution 2021-06, as amended, Relating to the Annual Appropriations and**
312 **Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending**
313 **September 30, 2022; Authorizing Budget Amendments; and Providing an**
314 **Effective Date, was adopted.**

315

316

317 **NINTH ORDER OF BUSINESS**

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

318

319

320

321

322

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

324 **B. Mailed Notice(s)**

325 These items were provided for informational purposes.

326 **C. Consideration of Resolution 2021-07, Making a Determination of Benefit and Imposing**
327 **Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and**
328 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for**
329 **Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an**
330 **Effective Date**

331 Mr. Adams presented Resolution 2021-07. This was the final step in the annual budget
332 process and directs the District Manager and the Treasurer to transmit the lien roll to the Tax
333 Collector for placement of on-roll assessments on the property tax bills and establishes a
334 payment schedule for off-roll assessment payments.

335 **Mr. Miller opened the Public Hearing.**

336 There were no public comments.

337 Mr. Miller closed the Public Hearing.

338 Mr. Miller presented Resolution 2021-07.

339

340 **On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor,**
341 **Resolution 2021-07, Making a Determination of Benefit and Imposing Special**
342 **Assessments for Fiscal Year 2021/2022; Providing for the Collection and**
343 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing**
344 **for Amendments to the Assessment Roll; Providing a Severability Clause; and**
345 **Providing an Effective Date, was adopted.**

346

347

348 Ms. Viegas noted that the Mailed Notice included misinformation which confused many
349 property owners and the public notice stated that the primary reasons for the assessment
350 increase were landscaping maintenance and legal litigation expenses, which was incorrect.

351

352 **On MOTION by Ms. Viegas and seconded by Ms. DiNardo, with all in favor,**
353 **requiring that advance drafts of Mailed Notices and public notices related to**
354 **assessment increases be submitted to the Board for review and approval, was**
355 **approved.**

356

357

358 Mr. Miller stated, with regard to litigation, several years ago the CDD brought a lawsuit
359 against a former Trustee.

360 Resident Debbie Kolovich stated she did not receive notice about this meeting and
361 asked how notification was sent. Mr. Adams stated that Mailed Notices are sent based upon
362 the Property Appraiser's database, as of June 1 of each year. Ms. Kolovich stated she closed in
363 April so she believed she should have received a notice. Mr. Adams stated it may have been a
364 timing issue. Mr. Miller stated the proposed Fiscal Year 2022 budget has been reviewed at the
365 last several meetings. He urged her to visit the website and attend future CDD meetings.

366 Mr. Miller thanked everyone for attending the meeting today. He felt that it was terrific
367 that so many residents were interested in the CDD's activities.

368 Ms. Viegas stated the CDD Board Meetings are held on the fourth Wednesday of every
369 month, except for November and December when they are held earlier, and the schedule is
370 available on the CDD website.

371 **TENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial
Statements as of July 31, 2021**

372

373

374 Mrs. Adams distributed the Financial Highlights Report.

375 Ms. Viegas recalled that the Aviamar fountain was off for a week in June because the

376 water was shut off by the water utility department. She contacted the Accounting Department

377 and was advised that the check was lost in the mail. She asked why the water was shut off after

378 one month and questioned if the bill could be paid by ACH to prevent this from happening

379 again. Mr. Adams stated the ACH is not utilized due to fraud concerns. Ms. Viegas asked if it is

380 common for water to be shut off after one month of non-payment. Mr. Adams did not think it

381 was reasonable.

382 Ms. DiNardo recalled that the Veneta fountain experienced a similar outage. Mrs.

383 Adams stated a leak was originally suspected but technicians found that somebody shut off the

384 water valve. It was still unknown who shut off the water valve. Ms. DiNardo asked how it was

385 overlooked, since technicians are on site throughout the week. Mrs. Adams stated she emailed

386 staff but she did not know who shut off the valve.

387 Ms. Viegas asked Mr. Adams what the "lot closings" referred to. Mr. Adams stated that

388 refers to when a builder takes down lots from a Developer and CDD assessments are prorated

389 at closing. The financials were accepted.

390

391 **ELEVENTH ORDER OF BUSINESS****Approval of July 28, 2021 Regular Meeting
Minutes**

392

393

394 Mrs. Adams presented the July 28, 2021 Regular Meeting Minutes. The following

395 changes were made:

396 Line 293, referencing a change to Line 195 of the April 28, 2021 minutes: The line was

397 correct as presented in the April 28, 2021 minutes and should not have been changed.

398 Line 314, referencing a change to Line 321 of the June 23, 2021 minutes: Delete "and

399 322: Delete "(Juniper)" and". The actual change to the June 23, 2021 minutes should have

400 been: Line 321: Change "Juniper's" to "GulfScapes"

401 Line 316, referencing a change to Line 368 of the June 23, 2021 minutes: Change "the
402 Veneta and Aviamar" to "Veneta and". The actual change to the June 23, 2021 minutes should
403 have been: Line 368: Insert "Veneta and" after "for the"

404

405 **On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, the**
406 **July 28, 2021 Regular Meeting Minutes, as amended, were approved.**

407

408

409 **TWELFTH ORDER OF BUSINESS**

Staff Reports

410

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

412 Mr. Pires distributed and presented a Planned Unit Development (PUD) exception
413 document that included a diagram and placement for a new sign at the entrance to Sandpiper
414 Drive for Publix. This was for informational purposes only.

415 Mr. Pires stated the TM issues were already discussed.

416 Mr. Parisi stated that he called Mr. Steve Kempton, the President of TM, and he believes
417 the required work would begin soon. He also has issues with TM to finish construction so the
418 work can be done on Kumamoto Lane and other areas.

419 Ms. Viegas asked if the sidewalk easement issues with Fiddler's Creek Plaza were
420 addressed and expressed concern due to the Publix opening. Mr. Pires stated the issues were
421 not finalized but were being addressed and would likely be presented at the next meeting.

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

- 423 • **NEXT MEETING DATE: September 22, 2021 at 10:00 A.M.**

- 424 ○ **QUORUM CHECK**

425 Supervisors DiNardo, Miller, Viegas and Nuzzo confirmed their attendance at the
426 September 22, 2021 meeting.

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

428 The Report was emailed to the Board and provided as a handout, for informational
429 purposes. Mrs. Adams stated she received the Design Review Committee (DRC) approval for the
430 Aviamar landscape renovation project, via email; GulfScapes stated it would take at least six
431 weeks to procure materials and begin the project.

432 Ms. Viegas asked about the Aviamar fountain expense noted in the report because,
 433 based on emails, she thought a lid basket was replaced. According to her file of Aviamar
 434 fountain emails, approval for replacement of the wind controller was given on February 26,
 435 2021 and, according to an email from Ms. Tammie Smith, it was replaced on April 20, 2021. She
 436 asked if it was being replaced again or if this was the expense related to the lid basket. Mrs.
 437 Adams stated she would follow up on this expense.

438 Mr. Adams noted that the Fiscal Year 2022 Meeting Schedule was approved and
 439 adopted several meetings ago.

440

441 **THIRTEENTH ORDER OF BUSINESS** **Supervisors' Requests**

442

443 There were no Supervisors' requests.

444

445 **FOURTEENTH ORDER OF BUSINESS** **Public Comments:**

446

447 There were no public comments.

448

449 **FIFTEENTH ORDER OF BUSINESS** **Adjournment**

450

451 There being no further business to discuss, the meeting adjourned.

452

453 **On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, the**
 454 **meeting adjourned at 11:28 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	08.25.21	ACTION	Mr. Adams to pursue a \$500,000 line of credit for impending hurricane season with Iberia Bank and Mr. Pinder to pursue a line of credit with Wells Fargo.	X			
2	08.25.21	ACTION	Mr. Parisi to ensure that damaged sod at Mr. Leopizzi's property is replaced.	X			
3	08.25.21	ACTION/AGENDA	Mr. Cole to provide the proposals for the Amador Swale, a bid for removal of the ficus hedge and an updated summary of remaining costs as an agenda item for the September meeting.	X			
4	08.25.21	ACTION	Mr. Cole to request a written commitment from Taylor Morrison with timeframes for repair of lake erosion repairs and to continue to follow up and inspect those areas.	X			
5	08.25.21	ACTION	Mr. Cole's Lake Erosion Report to document yard drains and include an estimate for repairs resulting from drainage installed by homeowners.	X			
5	08.25.21	ACTION	Mr. Cole to meet with Collier Paving to review roadway repairs and keep Mr. Miller apprised of status so that he may advise the homeowner.	X			
6	08.25.21	ACTION	Mr. Parisi to work with Publix to ensure timely completion of the gate.	X			
7	08.25.21	ACTION	Mr. Parisi and Mr. Pires to work with Halvorsen to obtain payment for traffic signal construction up front.	X			
8	08.25.21	ACTION	Mr. Adams to ensure that verbiage relating to "access control" and "parks and recreation" is removed from the Mailed Notice and that verbiage relating to the reasons for the assessment increase is corrected in future public notices.	X			
9	08.25.21	ACTION	If the CDD is required to send a Mailed Notice to owners of an assessment increase, the Mailed Notice and public notices should be included as an agenda item for Board review and editing prior to mailing.	X			
10	08.25.21	ACTION	Mr. Pires to finalize sidewalk easement issues with Fiddler's Creek Plaza.	X			
11	08.25.21	ACTION	Mrs. Adams to follow up on Aviamar fountain expense for wind controller and/or lid basket.	X			

FIDDLER'S CREEK CDD #2

	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED

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

13B

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 27, 2021	Regular Meeting	10:00 AM
<i>The Rookery at Marco Golf Club, Board Room, 3433 Club Center Drive, Naples, Florida, 34114</i>		
November 10, 2021*	Regular Meeting	10:00 AM
<i>The Rookery at Marco Golf Club, Board Room, 3433 Club Center Drive, Naples, Florida, 34114</i>		
December 8, 2021*	Regular Meeting	10:00 AM
January 26, 2022	Regular Meeting	10:00 AM
February 23, 2022	Regular Meeting	10:00 AM
March 23, 2022	Regular Meeting	10:00 AM
April 27, 2022	Regular Meeting	10:00 AM
May 25, 2022	Regular Meeting	10:00 AM
June 22, 2022	Regular Meeting	10:00 AM
July 27, 2022	Regular Meeting	10:00 AM
August 24, 2022	Public Hearing & Regular Meeting	10:00 AM
September 28, 2022	Regular Meeting	10:00 AM

*Exceptions

November meeting date is two weeks earlier to accommodate Thanksgiving Holiday

December meeting date is two weeks earlier to accommodate Christmas Holiday

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

13C



Wrathell, Hunt and Associates, LLC

TO: Fiddlers Creek CDD #2 Board of Supervisors
FROM: Cleo Adams – Assistant District Manager
DATE: September 22, 2021
SUBJECT: Monthly Status Report – Field Operations

October & November Board meetings: The October 27th & November 10th Board meetings will be held at the Rookery Club located at 3433 Club Center Drive. Due to the meeting room capacity of ten people, Staff will be holding via zoom, for outside participants.

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

Aquatic: The aquatic contract with Solitude Lake Management is scheduled to expire October 31st. The current contract is \$69,504.00. Staff reached out to Solitude to see if they will hold their pricing for Board's consideration and have agreed to hold their pricing for an additional two years.

Note: Solitude Lake Management has managed the lakes in the district since 2004, with the exception of awarding the contract to Aquagenix in 2015, and terminating due to non-performance in 2017. The only increases we have seen since 2017 when the contract was \$64,188.00 were due to C/O's for adding additional lakes to the contract.

Aeration Request: At the August meeting, a Resident requested that the Board obtain cost associated with installing aeration in Lake 23, adjacent to 9296 Belle Court, due to fish kills. Cost obtained to install - \$19,286.00. Note that this is an unbudgeted item in the budget, and does not include on-going maintenance & monthly electrical cost.

Landscape Updates:

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

Aviamar Landscape Renovation Project: The approved GulfScapes proposal has been submitted to the DRC for consideration. Upon receipt from The Foundation, we will have this project scheduled. Total cost \$33,842.00. Staff received an email on August 19th that this project has

been approved. Renovations have been scheduled to commence the week of October 4th weather permitting.

Irrigation Pump Stations:

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

Signage: As discussed at last month's meeting, the decorative Pedestrian Crossing sign to replace the temporary sign located @ Museo Circle/Campanile Circle has been ordered to be paid from construction funds. Total cost \$1,140.00.

Veneta Entry Monument: As discussed at last month's meeting, Staff has contacted Lykins Sign-Tech for required repairs. Upon observations, the damage to the signs is very minimal.

FPL Transformer Boxes: As discussed at last month's meeting, Photo documentation was provided to FPL – Katherine Odom for required repairs to the two located on Sandpiper Drive and one adjacent to 3146 Aviamar Circle. Staff has been attempting to have these repairs scheduled since June 1st and has contacted FPL four times via phone; and twice via email; Ticket request was created by FPL on June 21st. Staff reached out again on September 14th, with Robert Proben of FPL, as the work-orders were transferred to him on July 26th.

Staff has not received any additional updates at this time.

Park Bench: As previously discussed, the paver pad located on Sandpiper Drive does not accommodate for wheelchair access. Proposal executed with Accurate Pavers on June 22nd. Total cost \$2,200.00. Installation date has been schedule for the week of September 13th weather permitting.

Veneta Fountain: Replaced 20 HP motor on Pump A on August 3rd. Total Cost \$4,500.00. It was brought to Staff's attention on Friday, August 20th that the fountain had been down all week. From investigating it was determined that the water valve had been closed. Our Contractor will be on-site Monday morning to fill the fountain.

Note: Florida Painters will be painting the fountain base on September 16th and 17th, weather permitting. Total Cost \$3,950.00.

Veneta Monument: Proposal executed with Lykins Sightek to make necessary repairs for a cost of \$1,860.00. Schedule has not yet been provided.

Aviamar Fountain: As discussed at last month's meeting; replacement of the wind speed controller/anemometer was completed August 3rd. Total cost \$2,800.00. The proposal was executed in March, however project never made it on the schedule until the 3rd.