

FIDDLER'S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #2

October 27, 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

October 20, 2021

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

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold a Regular Meeting on October 27, 2021 at 10:00 a.m., at The Rookery at Marco Golf Club, Board Room, 3433 Club Center Drive, Naples, Florida 34114. Members of the public may listen to and participate in the meeting via Zoom, at <https://us02web.zoom.us/j/89250910994>, Meeting ID: **892 5091 0994**, or via conference call at **1-929-205-6099**, Meeting ID: **892 5091 0994**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items
3. Update: Status of Line of Credit for Impending Hurricane Season
4. Health, Safety and Environment Report
 - A. Irrigation and Pressure Washing Efforts – Todd Lux
 - Status of Sabal Palm Trimming in Veneta
 - B. Security and Safety Update – Dan Frechette
5. Consideration of Certain Documents Related to the Boundary Amendment
6. Update: Status of Taylor Morrison Faulty Design Issues and Potential Claim for Associated Engineering and Legal Expenses
7. Developer's Report/Update
 - Clarification of Tract D
8. Engineer's Report: *Hole Montes, Inc.*
 - Continued Discussion: Lake Easements and Plats
9. Discussion: Jensen Underground Utilities, Inc., Repair Invoice #21-124 for Damaged Sewer Lateral by Wall Post

ATTENDEES:

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

NOTE: MEETING LOCATION

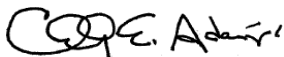
- 10. Discussion: Amaranda Landscape Maintenance
 - License Agreement Between CDD and Amaranda Village Association, Inc.
- 11. Update: Halvorsen Contribution for Traffic Signal
- 12. Continued Discussion: Consideration of Acceptance of Deeds for Fee Simple Ownership of Various Landscape/Buffer Tracts Within Fiddler's Creek Community Development District 2
- 13. Acceptance of Unaudited Financial Statements as of September 30, 2021
- 14. Approval of September 22, 2021 Regular Meeting Minutes
 - Action Items
- 15. Staff Reports
 - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
 - Open Space Maintenance Requirements
 - B. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: November 10, 2021 at 10:00 A.M. at The Rookery at Marco Golf Club, Board Room, 3433 Club Center Drive, Naples, Florida 34114
 - QUORUM CHECK
- 16. Supervisors' Requests
- 17. Public Comments
- 18. 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

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

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**

4A

CDD 2

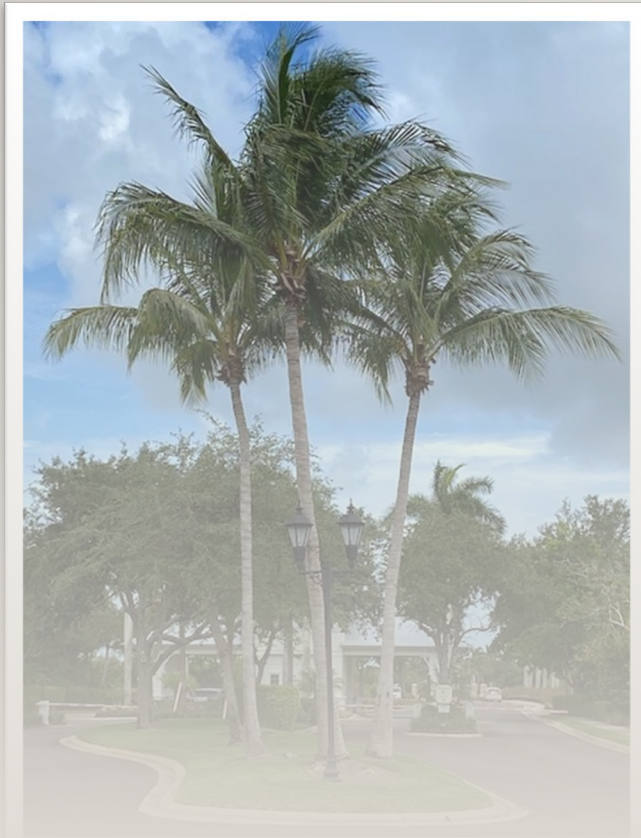
10/27/2021

TODD LUX, DIRECTOR OF FACILITIES

CDD 2 CONTRACTED RESPONSIBILITIES

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

TREE CANOPY TRIMMING



Scheduled During October- Fruited Palms:

- North Buffer Wall Along 41
- Hardwoods Scheduled for November

TREE CANOPY TRIMMING



Scheduled During October- “High” Palms:

- Buffer Around Veneta
- Hardwoods Scheduled for November

PRESSURE WASHING



Past 30 Days:

- Fiddler's Creek Parkway
- Mallard's Landing
- Bellagio Drive
- Bent Creek Village
- Runaway Lane

Projected 30 Days:

- Fiddler's Creek Parkway

Future:

- Marsh Drive
- Veneta

Current Month's Projected Plan

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





Questions?



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

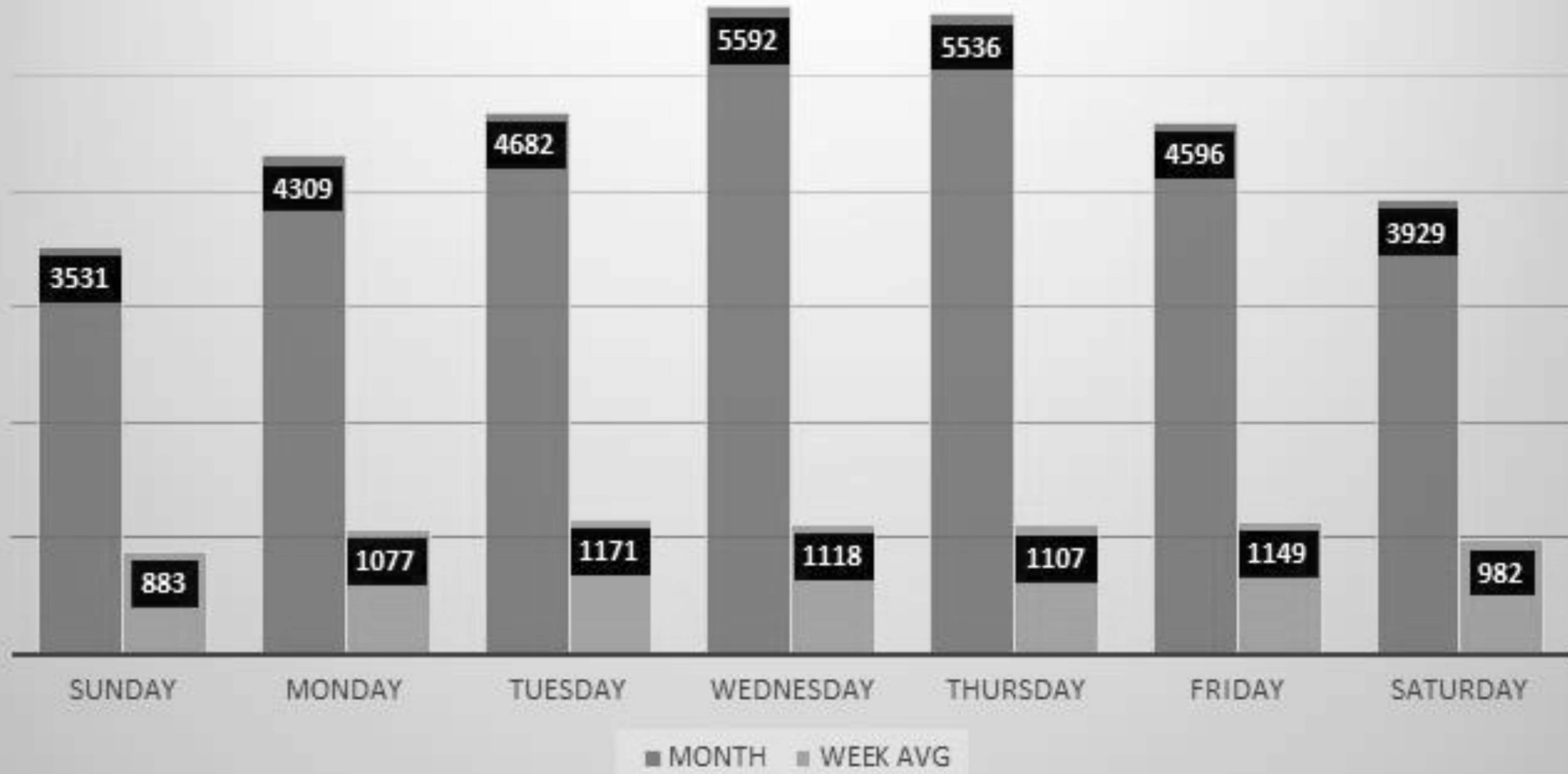
4B

Gate Access Control

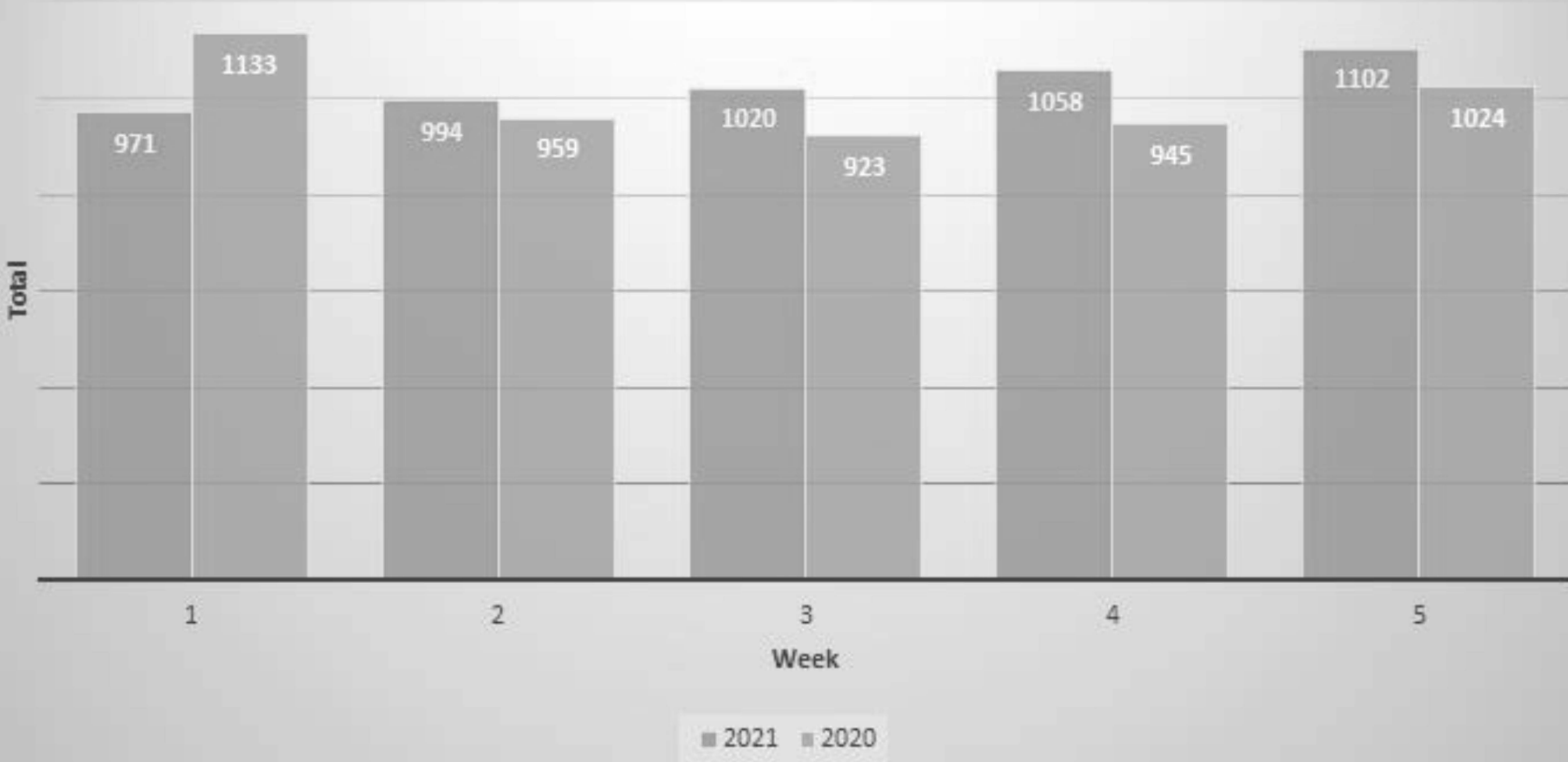
- Call the automated gate house at 239-529-4139
- Enter your guest information on the member's website
- Use the Fiddler's Creek mobile app to register guests
- IF YOU EXPERIENCE DIFFICULTY WITH ANY OF THESE, PLEASE SEND THE INFORMATION TO safety@fiddlerscreek.com, ALWAYS INCLUDE YOUR NAME AND ADDRESS.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

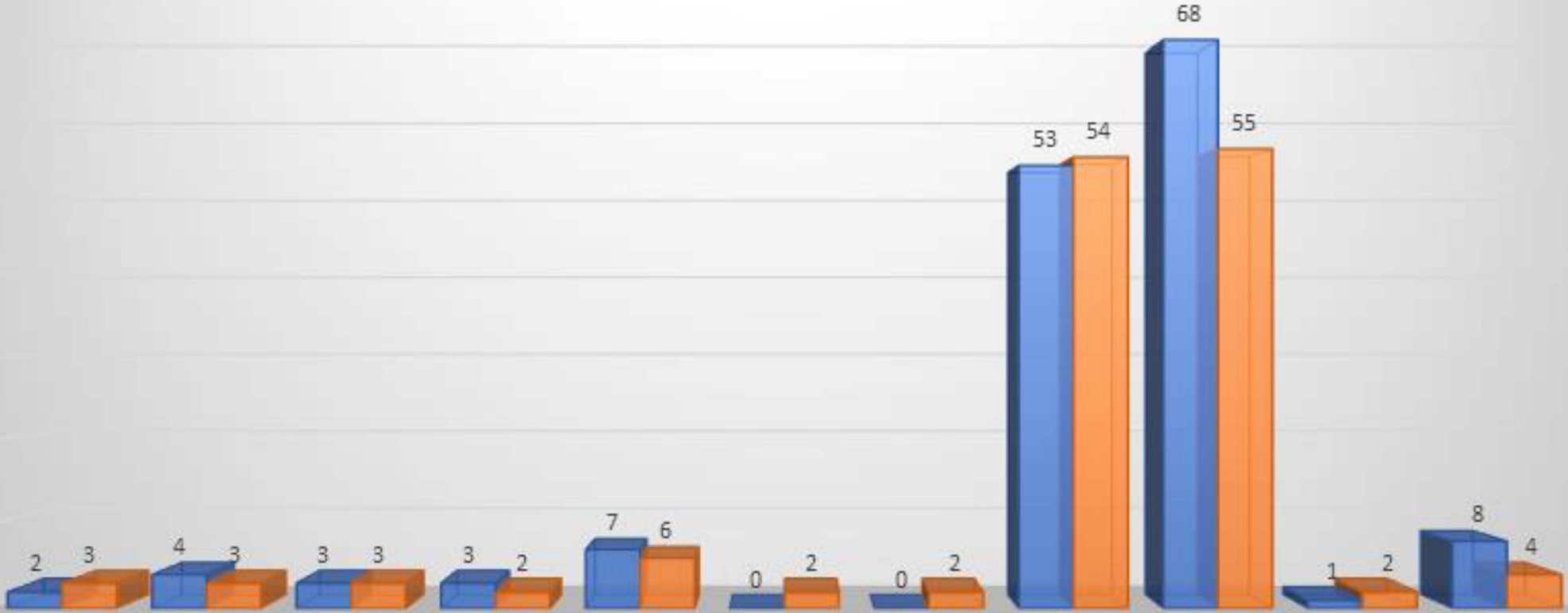
GATEHOUSE ACCESS CONTROL-SEPTEMBER 2021



Occupancy Report - September 2020/2021



INCIDENTS-SEPTEMBER - AUGUST 2021



	Alarms	Animal Complaints	By-Law Violations	Gate Arm Damage	Medicals	Noise Complaints	Officer Observation	Open Garage Doors	Parking	Property Damage	Resident Complaints
SEPTEMBER	2	4	3	3	7	0	0	53	68	1	8
AUGUST	3	3	3	2	6	2	2	54	55	2	4

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

5

RESOLUTION NO. 2021-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 AUTHORIZING THE FILING OF A PETITION WITH THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA FOR A MODIFICATION OF THE DISTRICT’S BOUNDARIES AND THE JURISDICTION OF THE DISTRICT THROUGH EXPANSION; PROVIDING FOR CERTAIN REQUIREMENTS IMPLEMENTING SECTION 190.046(1), FLORIDA STATUTES; PROVIDING FOR CERTAIN REQUIREMENTS IMPLEMENTING SECTION 190.046(1), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Fiddler’s Creek Community Development District #2 (the “**District**”) is a community development district that was established pursuant to the provisions of Chapter 190, Florida Statutes by Ordinance No. 02-61 adopted by the Board of County Commissioners of Collier County, Florida on November 19, 2002, which ordinance became effective on December 2, 2002, as subsequently amended by Ordinance Nos. 2014-26, 2017-16, 2019-15 and 2019-32 adopted by the Board of County Commissioners of Collier County, Florida; and

WHEREAS, the District is in legal existence and in good standing; and

WHEREAS, GB Hidden Cove, LLC, a Florida limited liability company and FCC Creek, LLC, a Florida limited liability company (collectively, the “**Developer**”) and their affiliates are presently developing real property within and/or adjacent to the District; and

WHEREAS, the Developer has approached the Board of Supervisors of the District (the “**Board**”) and requested the District petition the Board of County Commissioners of Collier County, Florida to amend the District’s boundaries to add in certain lands not currently located within the District as generally depicted on **Exhibit “A”** attached hereto and made a part hereof (the “**Boundary Amendment**”). The Boundary Amendment is being made to adjust the boundary line of the District to match the Developer’s current proposed plan of development; and

WHEREAS, the Developer has agreed to pay all costs, fees and expenses associated with the preparation, filing and pursuit of the aforesaid described petition to the Board of County Commissioners of Collier County, Florida (“**Petition**”); and

WHEREAS, the modification of the external boundaries and jurisdiction of the District through expansion will provide better service to the landowners, both existing and future, and ultimately the residents and citizens of the District; and

WHEREAS, Chapter 190, Florida Statutes, provides a mechanism by which the land area and jurisdiction of the District may be modified by expansion; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, Florida Statutes, the District desires to authorize the District staff including, without limitation, legal, engineering, and managerial staff, to provide such services as are necessary through the pendency of the boundary amendment process subject to the terms herein; and

WHEREAS, subject to the terms herein, the District desires to authorize the District Manager, District Counsel and District Engineer to assist Developer and Developer's counsel (Coleman, Yovanovich & Koester, P.A.) in a petition to the Board of County Commissioners of Collier County, Florida to amend its boundaries in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which includes the preparation of a petition to the Board of County Commissioners of Collier County, Florida, the holding of a local public hearing in accordance with Section 190.046(1), Florida Statutes and such other actions as are necessary in furtherance of the boundary amendment process.

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

SECTION 1. INCORPORATION OF RECITALS. All of the above representations, findings and determinations contained within the foregoing recitals of this Resolution are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. PETITION. The District hereby authorizes the preparation and filing of a Petition acceptable to and approved by the Board, with the Board of County Commissioners of Collier County, Florida for a modification of the external boundaries and jurisdiction of the District through expansion under Section 190.046(1), Florida Statutes to amend the boundaries generally as depicted on Exhibit "A" attached hereto and made a part hereof. The District Manager, District Counsel and District Engineer are authorized to assist Developer and Developer's counsel (Coleman, Yovanovich & Koester, P.A.) in the filing and pursuit of such Petition. The District staff and Developer's counsel are authorized to take all steps necessary to effectuate the intent of this Resolution, including, without limitation, such work to assist the pursuit of the Petition to the Board of County Commissioners of Collier County, Florida, preparation of necessary Petition attachments, paying appropriate filing fees, coordinating the notice and the conduct of the public hearing required pursuant to Section 190.046(1), Florida Statutes. The District is authorized to enter into that certain "Boundary Amendment Funding Agreement" with the Developer, in the form and content as that attached as Exhibit "B" hereto, whereby the Developer covenants to pay the costs, fees and expenses relating to the boundary modification process and the Petition, including but not limited to paying the costs and expenses of District staff.

SECTION 3. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 4. CONFLICTS. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board.

[Signature of the District Chairman on Next Page]

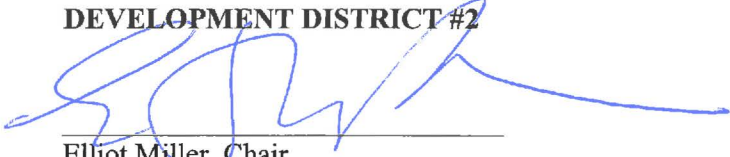
PASSED AND ADOPTED at a meeting of the Board of Supervisors of Fiddler's Creek Community Development District #2 this 28th day of June, 2021.

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

ATTEST:



Chesley E. Adams, Jr., Secretary



Elliot Miller, Chair

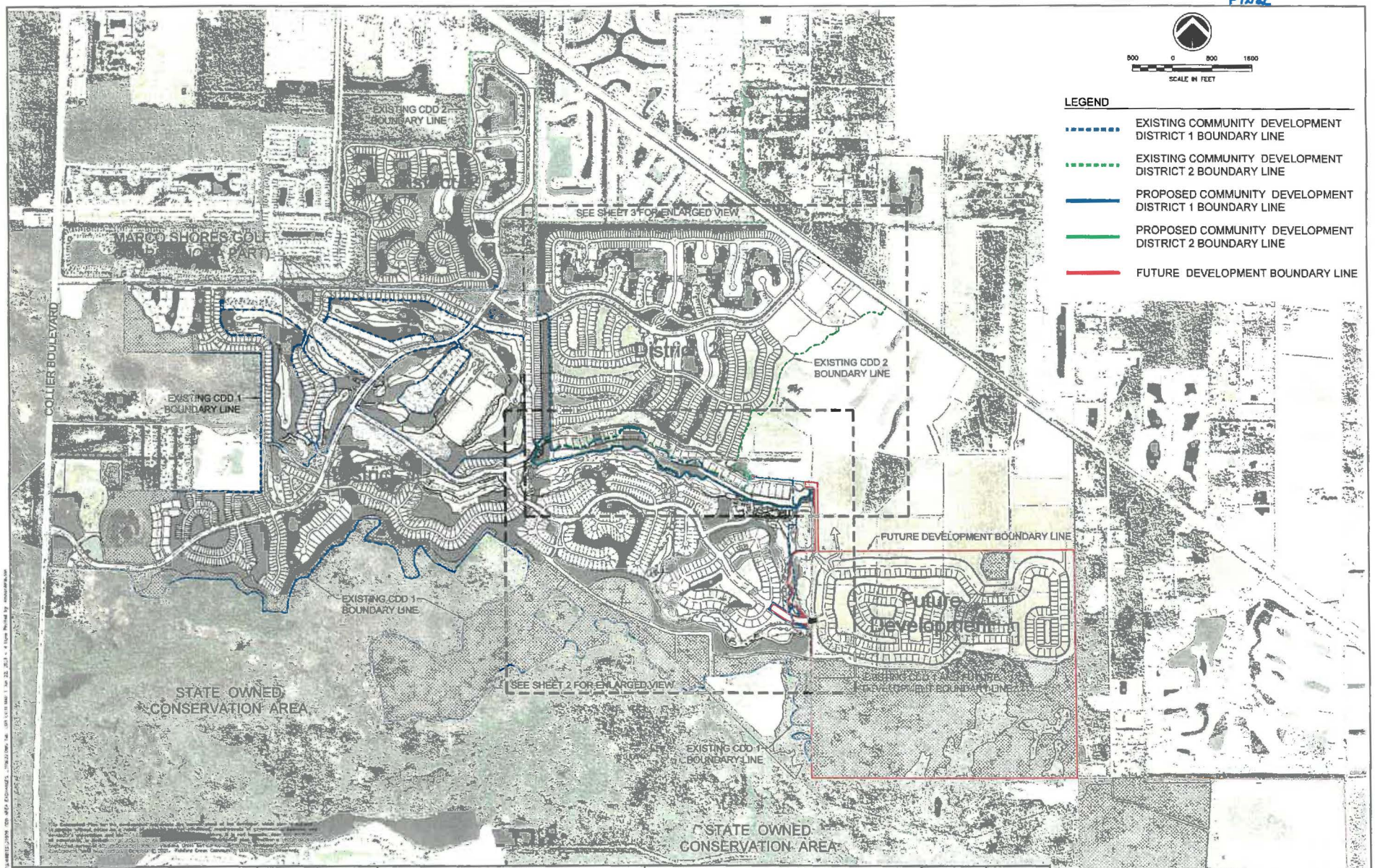
EXHIBIT "A"

DEPICTION OF BOUNDARY AMENDMENT

Final



- LEGEND**
- EXISTING COMMUNITY DEVELOPMENT DISTRICT 1 BOUNDARY LINE
 - EXISTING COMMUNITY DEVELOPMENT DISTRICT 2 BOUNDARY LINE
 - PROPOSED COMMUNITY DEVELOPMENT DISTRICT 1 BOUNDARY LINE
 - PROPOSED COMMUNITY DEVELOPMENT DISTRICT 2 BOUNDARY LINE
 - FUTURE DEVELOPMENT BOUNDARY LINE



Fiddler's Creek
KEEP THE FAITH

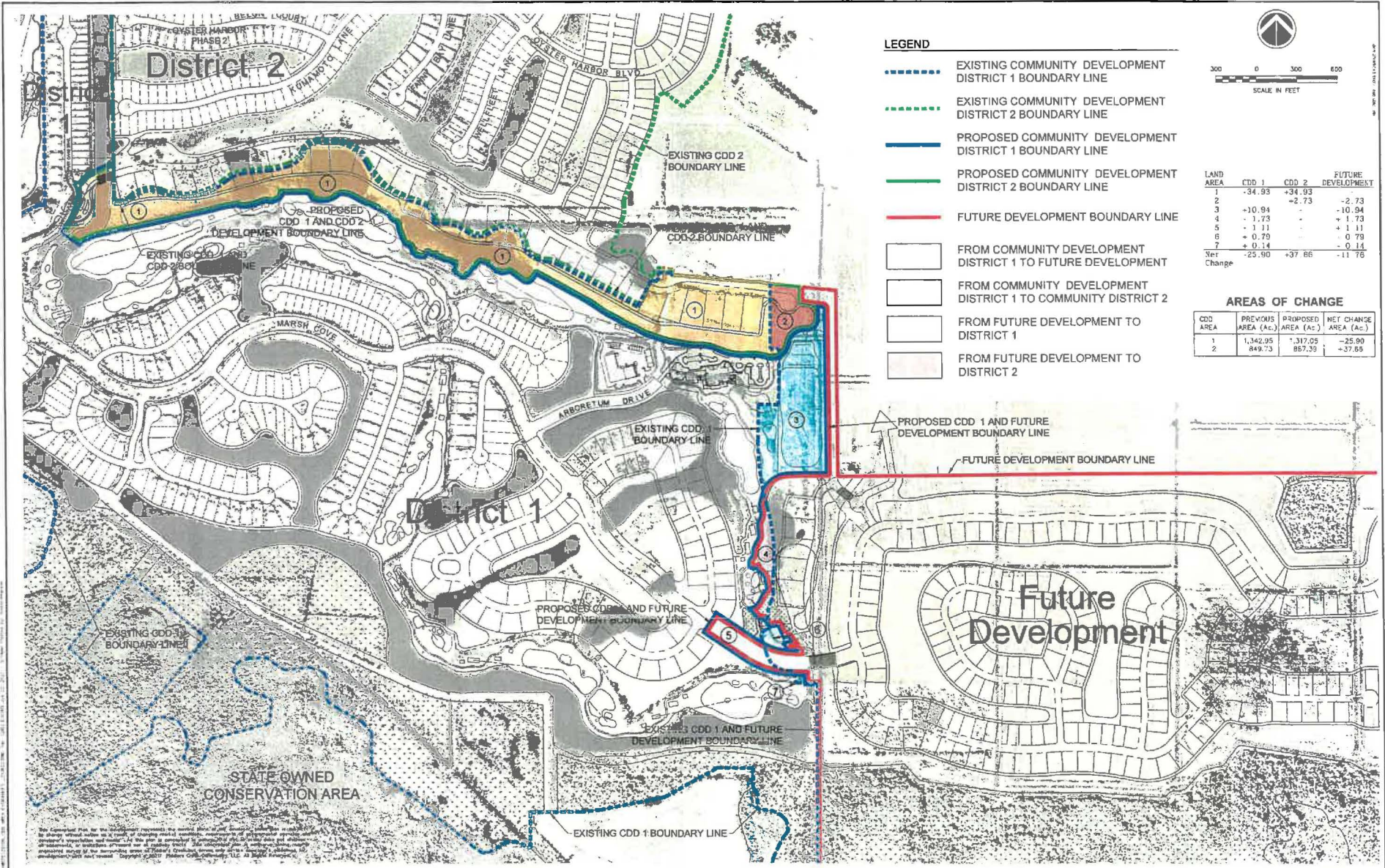
DESIGNED BY	W.T.C.	DATE	4/21
DRAWN BY	A.L.J.	DATE	4/21
CHECKED BY	W.T.C.	DATE	4/21
VERTICAL SCALE		HORIZONTAL SCALE	1"=800'



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

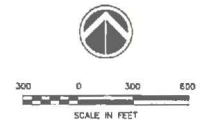
EXHIBIT A
COMMUNITY DEVELOPMENT DISTRICT
1 AND 2 CDD BOUNDARY MAPS

CAD FILE NAME:	DRAWING NO.:
SEE PLOTSTAMP	5000-1
PROJECT NO.:	SHEET NO.:
2002.036	1 OF 3



LEGEND

- - - - - EXISTING COMMUNITY DEVELOPMENT DISTRICT 1 BOUNDARY LINE
 - - - - - EXISTING COMMUNITY DEVELOPMENT DISTRICT 2 BOUNDARY LINE
 - PROPOSED COMMUNITY DEVELOPMENT DISTRICT 1 BOUNDARY LINE
 - PROPOSED COMMUNITY DEVELOPMENT DISTRICT 2 BOUNDARY LINE
 - FUTURE DEVELOPMENT BOUNDARY LINE
-
- FROM COMMUNITY DEVELOPMENT DISTRICT 1 TO FUTURE DEVELOPMENT
 - FROM COMMUNITY DEVELOPMENT DISTRICT 1 TO COMMUNITY DISTRICT 2
 - FROM FUTURE DEVELOPMENT TO DISTRICT 1
 - FROM FUTURE DEVELOPMENT TO DISTRICT 2



LAND AREA	CDD 1	CDD 2	FUTURE DEVELOPMENT
1	+34.93	+34.93	
2		+2.73	-2.73
3	-10.94		-10.94
4	-1.73		-1.73
5	-1.11		-1.11
6	+0.70		0.70
7	+0.14		0.14
Net Change	-25.90	+37.66	-11.76

AREAS OF CHANGE

CDD AREA	PREVIOUS AREA (Ac.)	PROPOSED AREA (Ac.)	NET CHANGE AREA (Ac.)
1	1,342.95	1,317.05	-25.90
2	849.73	857.39	+7.66

LETTER	REVISIONS	DATE



DESIGNED BY W.T.C./A.L.J.	DATE 4/21
DRAWN BY A.L.J.	DATE 4/21
CHECKED BY W.T.C.	DATE 4/21
VERTICAL SCALE N/A	HORIZONTAL SCALE 1" = 300'

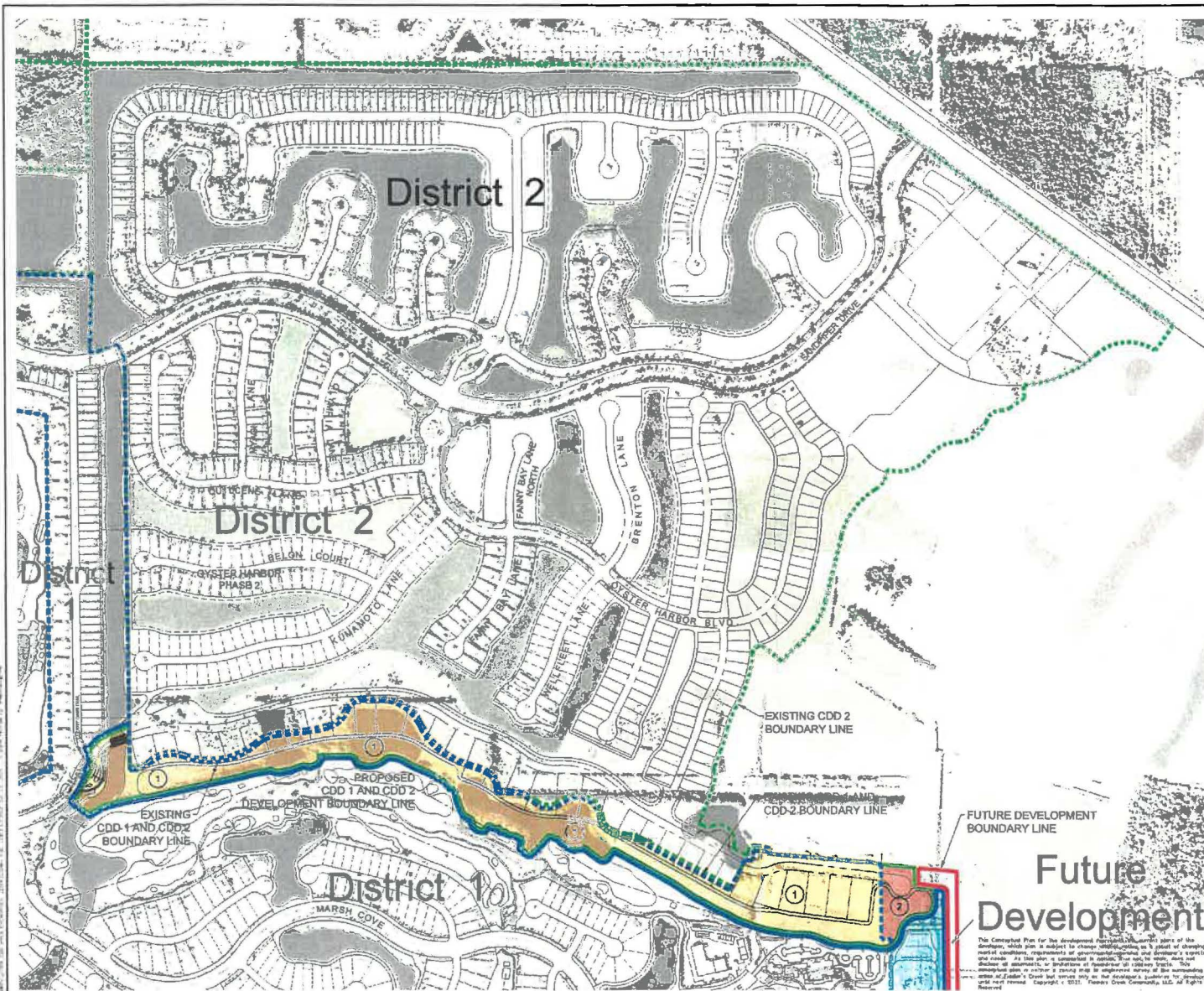


950 Encore Way
Naples, FL 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No. 1772

**COMMUNITY DEVELOPMENT
DISTRICT 1
PROPOSED REVISIONS MAP**

THESE DRAWINGS ARE NOT
APPROVED FOR CONSTRUCTION
UNLESS SHOWN BELOW

CAD FILE NAME	DRAWING NO.
SEE PLOTSTAMP	5000-2
PROJECT NO.	SHEET NO.
2021.009	2 of 3
DATE	



- LEGEND**
- - - - - EXISTING COMMUNITY DEVELOPMENT DISTRICT 1 BOUNDARY LINE
 - - - - - EXISTING COMMUNITY DEVELOPMENT DISTRICT 2 BOUNDARY LINE
 - PROPOSED COMMUNITY DEVELOPMENT DISTRICT 1 BOUNDARY LINE
 - PROPOSED COMMUNITY DEVELOPMENT DISTRICT 2 BOUNDARY LINE
 - FUTURE DEVELOPMENT BOUNDARY LINE
- FROM COMMUNITY DEVELOPMENT DISTRICT 1 TO FUTURE DEVELOPMENT
 - FROM COMMUNITY DEVELOPMENT DISTRICT 2 TO FUTURE DEVELOPMENT
 - FROM FUTURE DEVELOPMENT TO DISTRICT 1
 - FROM FUTURE DEVELOPMENT TO DISTRICT 2

AREAS OF CHANGE

CDD AREA	PREVIOUS AREA (Ac.)	PROPOSED AREA (Ac.)	NET CHANGE AREA (Ac.)
1	1,342.95	1,317.05	-25.90
2	843.73	867.59	+37.66

LAND AREA	CDD		FUTURE DEVELOPMENT
	CDD 1	CDD 2	
1	34.95	+34.93	2.73
2		+2.73	10.94
3	+10.94		+1.73
4	1.73		+1.11
5	-1.11		+0.79
6	+0.79		0.14
7	+0.14		-11.76
Net Change	-25.90	+37.66	

Future Development

This Conceptual Plan for the development of the site is subject to change without notice as a result of changing market conditions, requirements of governmental agencies and developer's interpretation and control. As this plan is submitted in reliance on the information provided by the owner, developer, and other sources, the developer makes no representation or warranty as to the accuracy or completeness of the information. The developer shall not be responsible for any errors or omissions in this plan. The developer shall not be responsible for any errors or omissions in this plan. The developer shall not be responsible for any errors or omissions in this plan.

LETTER	REVISION	DATE



DESIGNED BY W.T.C./A.L.J.	DATE 4/21
DRAWN BY A.L.J.	DATE 4/21
CHECKED BY W.T.C.	DATE 4/21
VERTICAL SCALE N/A	HORIZONTAL SCALE 1" = 300'



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

**COMMUNITY DEVELOPMENT
DISTRICT 2
PROPOSED REVISIONS MAP**

DATE	PROJECT NO. 2021.009	DRAWING NO. 5000-3
	SEE PLOT/STAMP	SHEET NO. 3 OF 3

EXHIBIT "B"

BOUNDARY AMENDMENT FUNDING AGREEMENT

BOUNDARY AMENDMENT FUNDING AGREEMENT

THIS BOUNDARY AMENDMENT FUNDING AGREEMENT (this “**Agreement**”) is made and entered into this 28th day of June, 2021, by and between **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **GB HIDDEN COVE, LLC**, a Florida limited liability company, (“**GBHC**”) and **FCC CREEK, LLC**, a Florida limited liability company (“**FCCC**”). GBHC and FCCC are landowners and developers of lands to be included within the District (collectively, the “**Developer**”).

WHEREAS, the District is a community development district that was established pursuant to the provisions of Chapter 190, Florida Statutes, by the Board of County Commissioners of Collier County, Florida; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the District is authorized to construct, acquire, and maintain infrastructure improvements and services, including but not limited to roadways, stormwater management facilities, utilities, security facilities, and other public infrastructure; and

WHEREAS, the District currently provides public infrastructure systems, facilities, and services to the real property within the District, and

WHEREAS, the Developer and its affiliates presently are developing real property within and adjacent to the District; and

WHEREAS, the Developer has approached the District and requested that the District’s boundaries be amended pursuant to Section 190.046(1), Florida Statutes to add in certain adjacent lands currently outside of the District as generally depicted on **Exhibit “A”** attached hereto and made a part hereof (the “**Boundary Amendment**”). The Boundary Amendment is being made to adjust the boundary line of the District to match the Developer’s current proposed plan of development; and

WHEREAS, the Boundary Amendment proposed by the Developer is within the amendment size restrictions contained within Section 190.046(1), Florida Statutes; and

WHEREAS, the District has authorized the pursuit of the Boundary Amendment pursuant to Resolution No. 2021-05; and

WHEREAS, the Developer, in conjunction with the District, agrees to pursue the Boundary Amendment in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition acceptable to and approved by the Board of Supervisors (the “**Board**”) of the District to the Board of County Commissioners of Collier County, Florida and such other actions as are necessary in furtherance of the Boundary Amendment process; and

WHEREAS, the District has authorized District staff, including but not limited to legal, engineering, and managerial staff, to assist Developer and Developer’s counsel and other retained professionals and consultants to provide such services as are reasonably necessary throughout the Boundary Amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District; and

WHEREAS, the Developer agrees to provide sufficient funds to the District to reimburse the District for any such expenditures that are necessary or required relating to the Boundary Amendment including, but not limited, to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses.

NOW, THEREFORE, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **PROVISION OF FUNDS.** The Developer, through Developer's counsel, agrees to assume the primary role for the pursuit of the Boundary Amendment. The Developer shall be solely responsible for the payment of the costs and expenses of its counsel and consultants and the payment of all filing and advertising fees relating to the Boundary Amendment. The District has authorized District staff, including but not limited to legal, engineering, and managerial staff, to assist Developer and Developer's counsel and retained consultants to provide such services as are reasonably necessary and requested by the Developer to process the petition acceptable to and approved by the Board throughout the Boundary Amendment process. The Developer agrees to make available to the District such funds as are necessary to enable the District to pay the cost and expense of District staff and consultants in their assistance in the Boundary Amendment process and proceedings. The Developer will remit such funds to the District on a monthly basis, within fourteen (14) days after a written request by the District.

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

4. **ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. Venue and jurisdiction for any litigation arising out of or related to this Agreement shall be in the Florida state court of appropriate jurisdiction in Collier County, Florida

5. **AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

6. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be hand delivered, mailed by first class regular U.S. mail, commercial overnight delivery service or email, to the parties, as follows:

If to GBHC: GB Hidden Cove, LLC
8156 Fiddler's Creek Parkway
Naples, FL 34114
Attn: Aubrey J. Ferrao and Joe Parisi
ajf@gulfbay.com
parisiJ@gulfbay.com

With a copy to: Coleman, Yovanovich & Koester, P.A.
c/o Gregory L. Urbancic, Esq.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103
gurbancic@cyklawfirm.com

If to FCCC: FCC Creek, LLC
8156 Fiddler's Creek Parkway
Naples, FL 34114
Attn: Aubrey J. Ferrao and Joe Parisi
ajf@gulfbay.com
parisiJ@gulfbay.com

With a copy to: Coleman, Yovanovich & Koester, P.A.
c/o Gregory L. Urbancic, Esq.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103
gurbancic@cyklawfirm.com

If to District: Fiddler's Creek Community Development District #2
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Attn: District Manager
adamsc@whhassociates.com

With a copy to: Fiddler's Creek Community Development District #2
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Attn: Elliot Miller, Chair
elliott.miller@fiddlerscreekcdd2.net

With a copy to: Woodward, Pires & Lombardo, P.A.
c/o Anthony P. Pires, Esq.
3200 North Tamiami Trail, Suite 200
Naples, FL 34103
APires@wpl-legal.com

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period

shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notices on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth in this Agreement.

9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

10. **ASSIGNMENT.** Neither party may assign this Agreement or any money to become due hereunder without the prior written approval of the other party.

11. **CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

12. **EFFECTIVE DATE.** This Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

13. **PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District, Coleman, Yovanovich & Koester, P.A. or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law. During the term of the Agreement, the Developer shall comply with the Florida Public Records Law. The Developer shall do the following: (1) keep and maintain public records required by the District in order to perform the work; (2) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Developer does not transfer the records to the public agency; (4) Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of the Developer or keep and maintain public records required by the District to perform the service. If the Developer transfers all public records to the District upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT CUSTODIAN OF

RECORDS, AT CHESLEY ‘CHUCK’ ADAMS, DIRECTOR OF OPERATIONS, WRATHELL, HUNT AND ASSOCIATES, LLC; (239) 464-7114; ADAMSC@WHHASSOCIATES.COM.

The Developer shall keep and make available to the District for inspection and copying, upon written request by the District all records in the Developer’s possession relating to the Agreement. Any document submitted to the District may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Developer’s possession is subject to inspection and copying unless exempted under Chapter 119 of the Florida Statutes. If the Developer fails to comply with the Public Records Law, the Developer shall be deemed to have breached a material provision of the Agreement.

14. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm’s length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

15. **SOVEREIGN IMMUNITY.** Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District’s limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

16. **E-VERIFY.** Developer shall comply with all applicable requirements of Section 448.095, Florida Statutes. Developer shall register with and use the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. If Developer enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide Developer with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Developer shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term “subcontractor” shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term “unauthorized alien” shall have such meaning as provided in Section 448.095(k), Florida Statutes. If Developer has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Developer shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of Developer knowingly violated Section 448.095, Florida Statutes, but Developer otherwise complied with its obligations hereunder, District shall promptly notify the Developer and upon said notification, Developer shall immediately terminate its contract with the subcontractor. Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that Developer knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, Developer represents that no public employer has terminated a contract with Developer under Section 448.095(2)(c), Florida Statutes, within the year immediately

preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with Developer.

17. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.


18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first written above.

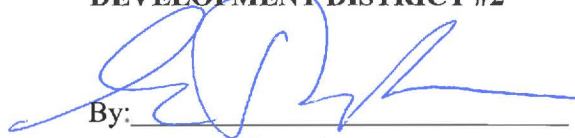
DISTRICT:

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

ATTEST:



Chesley E. Adams, Jr., Secretary


By: _____
Elliot Miller, Chair

DEVELOPER:

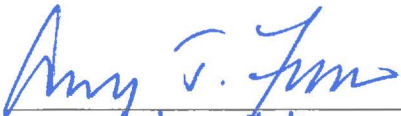
DEVELOPER:

GBHC:


FCCC:

**GB HIDDEN COVE, LLC,
a Florida limited liability company**

**FCC CREEK, LLC,
a Florida limited liability company**

By: 

Print Name: Aubrey J. Ferrao
Title: President and not individually

By: 

Print Name: Aubrey J. Ferrao
Title: Manager and not individually.

EXHIBIT "A"

DEPICTION OF BOUNDARY AMENDMENT

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

8

Subject: FW: Fiddlers Creek Phase 5 Aviamar Unit 2 Punch Work
Attachments: Fiddlers Creek CDD September Invoice.pdf

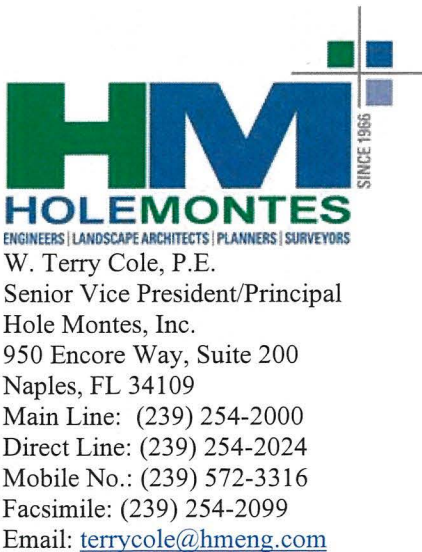
From: Terry Cole <TerryCole@hmeng.com>
Sent: Friday, October 8, 2021 7:14 AM
To: Cleo Adams <crismondc@whhassociates.com>
Cc: Chuck Adams <adamsc@whhassociates.com>; Jazer Challenger <ChallengerJ@gulfbay.com>; Tobi Charbonneau <TobiCharbonneau@hmeng.com>
Subject: FW: Fiddlers Creek Phase 5 Aviamar Unit 2 Punch Work

Cleo,

As we discussed, the concrete fence was installed by CDD#2 with the 2014-2 construction bond a few years ago. When that was done the contractor called locates and they were marked, however, the sanitary sewer was not marked since it is private. I did not think about marking it at that time. Fast forward to now when it was discovered that the lateral was broken by a wall post as detailed in the below email. Therefore, CDD#2 is responsible for funding the attached repair invoice in the amount of \$3333.15. We will process this through a construction bond draw.

Please let me know if you have any questions.

thank you,



From: Jazer Challenger <ChallengerJ@gulfbay.com>
Sent: Monday, October 4, 2021 10:13 AM
To: Simon Johns <JohnsS@gulfbay.com>; Joe Parisi <parisij@gulfbay.com>
Cc: Rick Featherstone <rfeatherstone@gradyminor.com>; Terry Cole <TerryCole@hmeng.com>; Donna Ventre <Donna@jensenunderground.com>; Mark Minor <MMMinor@gradyminor.com>; Todd Lux <LuxT@fiddlerscreek.com>;

Kerry Jantzen <JantzenK@fiddlerscreek.com>; Stephen Reiter <ReiterS@gulfbay.com>

Subject: Re: Fiddlers Creek Phase 5 Aviamar Unit 2 Punch Work

As an up-date.

I just got off the phone with Terr Cole. This pre cast wall was installed by the CDD. It appears the repair to the sewer line will then be borne by the CDD.

Terry will advise on that later.

Best regards,
Jazer Challenger
239-682-6009

On Oct 4, 2021, at 9:43 AM, Jazer Challenger <ChallengerJ@gulfbay.com> wrote:

Terry, please include Joe Parisi in these e-mails.

This wall may be the responsibility of the Foundation?

I will get with Joe and get back to you

Best regards,
Jazer Challenger
239-682-6009

On Oct 4, 2021, at 9:01 AM, Simon Johns <JohnsS@gulfbay.com> wrote:

Good Morning Everyone.

Here is what I know. I emailed Rick to have Jensen fix the clean out at the gatehouse as my plumber broke the clean out when they tapped the line, I had assumed this would be the end of it. It was not.

What we found upon this repair being completed is that the sewer was still not draining. Jensen had sewer viewer scope the line and we found another break in the line. When the concrete wall was installed around Aviamar, one of the pilings from that wall was driven through the sewer lateral that runs from the gatehouse to the sewer main in Aviamar. It has been clogged for years and most likely why it was abandoned and an above ground sewer tank was installed next to the old trailer.

It was imperative that we got this fixed while we had the ability and so our guards could utilize the rest room as soon as possible. I don't know that this bill is yours Terry, I would think that whoever had the wall installed around Aviamar would be responsible for the majority of this bill. I have a few pictures I can send you from disassembling the wall and finding that break.

Please let me know how else I can be of service, or if you have any questions. Thanks very much and have a great day.
/R

Simon.

Sent from my iPhone

On Oct 2, 2021, at 3:45 PM, Rick Featherstone
<rfeatherstone@gradyminor.com> wrote:

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I have included Simon in my reply as he will have more detail to add. Initially Simon contacted me when the new sewer lateral to the gate house backed up. I contacted Jensen thinking we had a warranty issue. After site investigation Jensen found a broken clean out the plumber had damaged near the gate house but the service remained blocked. I stayed involved coordinating with Jensen & Simon until the video determined the blockage was outside of the Sandpiper project limit and in the common area west of Sandpiper in an existing line under the wall. Simon handled the repairs directly with Jensen.

Regards,
Rick Featherstone

On Oct 2, 2021, at 6:46 AM, Terry Cole
<TerryCole@hmeng.com> wrote:

Rick,

Please explain the details regarding this repair. It appears that this is the responsibility of the entity that damaged the sewer line and not CDD#2.

-Terry Cole

On Sep 27, 2021, at 4:54 PM, Donna
Ventre
<Donna@jensenunderground.com>
wrote:

Hi,

Attached is the invoice for the repair we completed.

Thank you,

*Donna Ventre
Accounts Receivables
Project Coordinator*

Jensen Underground Utilities, Inc.
5585 Taylor Road
Naples, FL 34109
PH: (239) 597-0060
FAX: (239) 597-0061
CELL: (239) 825-1639

<Fiddlers Creek CDD September
Invoice.pdf>

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

9

Subject: FW: Fiddlers Creek Phase 5 Aviamar Unit 2 Punch Work
Attachments: Fiddlers Creek CDD September Invoice.pdf

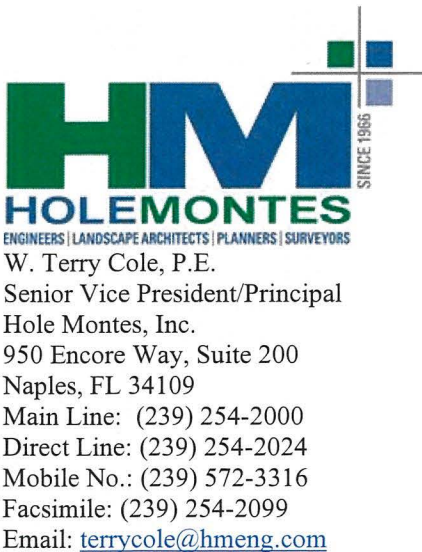
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Accounts Receivables
Project Coordinator*

Jensen Underground Utilities, Inc.
5585 Taylor Road
Naples, FL 34109
PH: (239) 597-0060
FAX: (239) 597-0061
CELL: (239) 825-1639

<Fiddlers Creek CDD September
Invoice.pdf>

JENSEN UNDERGROUND UTILITIES, INC.

5585 TAYLOR ROAD

Invoice

Date	Invoice #
9/23/2021	21-124

Bill To
Fiddlers Creek CDD #2 9220 Bonita Beach Road, Suite 214 Bonita Springs, FL 34135

P.O. No.	Terms	Project
21-124 Fiddle...		21-124 Fiddlers Cre...

Quantity	Description	Rate	Amount
	9/8/21 - Fiddlers Creek - Repair Sewer Lateral by Wall Damaged by Others.		
8	HRS Foreman	100.00	800.00
8	HRS JD 50 w/Operator	125.00	1,000.00
24	HRS Pipe Layer (s)	40.00	960.00
1	EA Ferguson Inv#1526770 (+10% Overhead)	295.93	295.93
3	YDS Rock	25.74	77.22
2	HRS Dump Truck w/Operator	100.00	200.00

Phone #
239-597-0060

Total	\$3,333.15
--------------	-------------------

FERGUSON
WATERWORKS
 17323 JEAN STREET
 FT MYERS, FL 33967-9998

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1526770	\$269.03	43943	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:

FEL-FT. MYERS WATERWORKS #127
 PO BOX 100286
 ATLANTA, GA 30384-0286

Please contact with Questions: 407-816-6550

SHIP TO:

COUNTER PICK UP
 3801 PROSPECT AVE
 NAPLES, FL 34104

JENSEN UNDERGROUND UTILITIES INC
 5585 TAYLOR ROAD
 FIDDLER'S CREEK PLAZA
 NAPLES, FL 34109

21-105

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
136	136	FL2COL	LOLO	TAE	FIDDLER'S CREEK PLAZA	09/07/21	IO 85323

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
14		14	SDR26HWSPU14	3.010	FT	42.14
2		2	MUL067476	45.020	EA	90.04
2		2	MUL067376	19.900	EA	39.80
2		2	H262206	39.724	EA	79.45
INVOICE SUB-TOTAL						251.43
TAX						17.60

 LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

APPROVED
 DATE
 BY

POSTED

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$269.03
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

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

10

From: Mike Barrow <mbarrow@gulfscapeslandscape.com>

Sent: Friday, September 24, 2021 8:32 AM

To: Cleo Adams <crismond@whhassociates.com>

Subject: Amaranda tract B

Here are a few pictures of tract b in amaranda. There are 3 dead Sabal palms and weeds in areas of the shrub beds. Mowing looks to be done every other week. If you have any questions please let me know. Thank you.









Mike Barrow
GulfScapes LandScape Management Services.
Phone - 239-455-4911
Cell - 239-287-2236
CPCO #JF9253
FNGLA # H69 07744

Sent From My iPhone

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License Agreement”), made and entered into as of the ___ day of April, 2021 by and among **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, a uniform community development district established pursuant to Chapter 190 of the laws of the State of Florida, having an address at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “Licensor”), and **AMARANDA VILLAGE ASSOCIATION, INC.**, a Florida not for profit corporation, having a current mailing address c/o Cardinal Management Group of Florida, 4670 Cardinal Way, Suite 302, Naples, FL 34112 (hereinafter called the “Licensee”).

WITNESSETH

WHEREAS, that certain property described on the attached **Exhibit “A”** has been dedicated to the Licensor as “Open Space For Landscaping Purposes” (hereinafter the “Property”); and

WHEREAS, Licensee desires to temporarily license a portion of the Property from Licensor for the purposes of installing and maintaining landscaping material and irrigation systems for said landscaping on the Property as described in the attached **Exhibit “B”** and at the Landscaping Areas depicted and denoted on the attached **Exhibit “B”** (hereinafter the “Landscaping Areas”).

WHEREAS, contingent upon Licensee’s full and complete compliance with the terms of this License Agreement and the requirements of Licensor, Licensor is willing to grant to Licensee, during the term of this License Agreement, the right and authority to enter on and upon and use the Landscaping Areas for such purposes as outlined herein, in accordance with the terms, provisions and conditions hereinafter stated.

NOW THEREFORE, for and in consideration of the premises, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged by Licensor, and of the mutual covenants, terms and conditions herein contained, the receipt and sufficiency of

which are hereby acknowledged by the parties, the parties hereto do hereby mutually covenant and agree as follows:

1. The above and foregoing recitals are hereby acknowledged by the parties hereto to be true and correct and are incorporated herein by this reference.

2. Licensor hereby grants to Licensee, and its employees, a temporary, non-exclusive, revocable license of ingress and egress on and upon the Property as may be reasonably required for the sole purpose of Licensee installing, maintaining and removing landscaping material and irrigation systems for said landscaping in, on and upon the Landscaping Areas. Licensee shall not change, modify or alter the Property or Landscaping Areas without the prior written consent of the Licensor; and Licensee shall obtain the prior written approval of Licensor and the Design Review Committee of the Fiddler's Creek Foundation, Inc. prior to installing landscaping material and irrigation systems for said landscaping in, on or upon the Landscaping Areas.

3. The term of this License Agreement shall begin May 1, 2021 and end on April 30, 2026 ("Term") unless earlier terminated by Licensor as provided herein.

Licensor may earlier terminate this License Agreement and the license granted hereunder upon (i) a failure or default by Licensee hereunder, which failure or default is not cured within ten (10) days of Licensee's receipt of written notice from Licensor of such failure or default, or (ii) receipt by Licensor of a notice, order or demand from any governmental or quasi-governmental agency or any entity that this License Agreement, the license granted hereunder, or Licensee's use of the Property or Landscaping Areas violates any applicable ordinance, law, rule or regulation or any approval or permit issued for the Property or Landscaping Areas, landscaping materials and irrigation systems, unless such violation is cured within ten (10) days of Licensee's receipt of written notice from Licensor of such violation. Notwithstanding the foregoing, in addition to any other right of Licensor to terminate this License Agreement, Licensor shall have the unilateral right to terminate this License Agreement at any time upon (30) days written notice to Licensee, (which notice shall also advise Licensee whether Licensor, in its sole

discretion, will require Licensee installed materials or irrigation systems to remain or to be removed by Licensee at Licensee's sole expense), at which time the rights granted to Licensee by this License Agreement shall terminate.

Once installed, all landscaping materials and irrigation systems shall become the property of the Licensor.

4. Licensee shall maintain and use the Landscaping Areas for the limited purpose outlined herein at the sole cost and expense of Licensee and in compliance with all applicable laws, ordinances, statutes, rules and regulations, the policies of Licensor as well as all requirements of the Fiddler's Creek Foundation, Inc. Licensee shall install and maintain the landscaping and irrigation systems with materials and landscaping that are acceptable to Licensor and the Fiddler's Creek Foundation, Inc. Licensee shall indemnify Licensor of and from any and all costs, fees, charges, loss, claims and expenses incurred by Licensor as a result of Licensee's use of the Property as more particularly described herein.

5. By executing this License Agreement, Licensee agrees to immediately repair and/or replace any of Licensor's property which Licensee may disturb, damage or destroy in connection with Licensee's exercise of its rights under this License Agreement.

6. Prior to Licensee's use of the Property and Landscaping Areas, Licensee shall obtain at its sole cost and expense and supply Licensor with any and all necessary and appropriate plans, permits, zoning certificates, development orders or development approvals required by any and all applicable government entities or private entities including, but not limited to, the Fiddler's Creek Foundation, Inc. for the construction, maintenance, and use of the Property as Landscaping Areas by Licensee. Licensee shall supply Licensor with copies of any and all applications for permits, zoning certificates, development orders, development approvals and other approvals. Licensee shall and does hereby indemnify and hold harmless Licensor from and against any and all fines, costs, fees, penalties, expenses, or other sanctions that result from or arise out of any failure by Licensee to obtain all necessary and appropriate permits, zoning certificates, development orders, development approvals or other required approvals.

7. Licensee shall not allow any liens to be filed against the Property or Landscaping Areas. If any liens shall be filed against the Property or Landscaping Areas by Licensee's exercise of its rights under this License Agreement, Licensee shall cause such liens to be released, satisfied and discharged of record, or transferred to cash or surety bond in accordance with applicable law within ten (10) calendar days from the date Licensee receives notice and confirmation that such liens have been filed or record. Licensee agrees to defend and hold Licensor harmless from and against any liens or claims arising out of Licensee's exercise of its rights under this License Agreement.

8. Prior to Licensee's use of the Property or Landscaping Areas Licensee shall obtain commercial general liability insurance coverage in policy amounts which shall not be less than \$1,000,000.00 each occurrence, and \$2,000,000.00 aggregate, which insurance policies shall name Licensor as an additional insured. At the time of signing this License Agreement Licensee shall deliver to Licensor a current valid Certificate of Insurance (on Acord Form 25 or equivalent) and endorsements evidencing term and the effectiveness of the required insurance policies, naming Licensor as an additional insured. Such insurance, with Licensor as additional named insured shall be kept in full force and effect for the duration of this License Agreement.

With regards to all policies required by this section: (i) each policy shall contain provisions whereby the insurance carrier will provide not less than thirty (30) days written notice to the Licensor in the event of a material change or cancellation of coverage as required under this License Agreement (or, ten (10) days in the event of nonpayment of a premium); and (ii) the respective policies required hereunder shall be placed with insurance companies rated at least A-VII or better or an equivalent rating by a recognized rating agency and authorized to do business in Florida.

9. This License Agreement shall only create the relationship of Licensee and Licensor between the parties hereto, and no estate or title interest shall pass out of Licensor. This License Agreement shall not be construed to constitute an easement.

10. Neither this License Agreement nor any notice, summary or memorandum thereof, shall be recorded in the public records of any county in the State of Florida.

11. In the event of any dispute over interpretation or construction of this License Agreement, the laws of the State of Florida shall apply.

12. This License Agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs, legal representatives, executors and administrators of the respective parties hereto.

13. Licensor and Licensee hereby agree that neither has made any statement, promise or agreement, or taken upon itself any engagement whatsoever, either verbally or in writing, in conflict with the terms of this License Agreement, or in which in any way modifies, varies, alters, enlarges or invalidates any of its provisions. This License Agreement sets forth the entire understanding between Licensor and Licensee and shall not be changed, modified or amended except by instrument in writing signed by the party against whom the enforcement of any such change, modification or amendment is sought.

14. Licensee hereby agrees to and does indemnify, protect, save, defend and hold harmless Licensor from and against all liabilities, obligations, claims, damages, judgments, awards, penalties, loss, fees, charges, costs, judgments and expenses, including, without limitation, expert witness fees, attorney's fees and expenses, including attorney's fees and expenses at hearing or trial and on appeal, investigator's fees, collection fees, or court costs, which Licensor incurs, suffers or sustains, or for which Licensor is obligated or liable by reason of this grant of license to Licensee and/or the use of the Property or Landscaping Areas by Licensee, its respective agents, employees, contractors, subcontractors, materialmen and suppliers.

15. Should it become necessary for Licensor, or someone on Licensor's behalf, to incur any costs and/or expenses, whether directly or indirectly, including, but not by way of limitation, expert witness fees, attorney's fees, and expenses, including attorney's fees and expenses at hearing or trial and on appeal, investigator's fees, collection fees, or court costs, in connection with any claim or demand for which indemnification is provided by this agreement, or in connection with any attempt to recover losses incurred on such claims or demands, or in connection with the enforcement of this agreement or any portion of it, Licensee agrees to pay Licensor such reasonable fees, charges, costs and/or expenses for which expenditure is made or liability incurred by Licensor.

16. All notices required to be provided herein shall be provided to the parties at the addresses listed on the first page hereof (unless an address is modified in writing by providing notice to the other party) by either hand delivery, U.S. Mail postage prepaid or courier service, or by email (with evidence of delivery receipt).

17. In the event of litigation between the parties with respect to this License Agreement or the performance of the respective obligations hereunder, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, reasonable attorneys fees of counsel selected by the prevailing party. The parties agree that any claim, demand, action or cause of action, whether in contract and/or in tort, based on, arising out of, in connection with or in any way related to this License Agreement, any course of conduct, or verbal or written statement or otherwise, shall be heard by a judge in a competent court proceeding in a Florida state court of appropriate jurisdiction in Collier County, Florida. and not a jury.

18. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same License Agreement and a signature via facsimile or electronic transmission shall be deemed an original.

(Execution Page Follows)

IN WITNESS WHEREOF, Licensor and Licensee have set their hands and seals, the day and year first above written.

LICENSOR:

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2, a uniform community development district established pursuant to Chapter 190 of the laws of the State of Florida

ATTEST:

CAFALI
Secretary

By: [Signature]
Name: ELLIOT MILLER
Its: CHAIRMAN

LICENSEE:

AMARANDA VILLAGE ASSOCIATION, INC, a Florida not for profit corporation

[Signature]
Print Name: James Malabie
[Signature]
Print Name: Jean Frazier

By: [Signature]
Name: Scott Brooks
Its: President

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

FIDDLER'S CREEK PHASE 5 AVIAMAR UNIT TWO TRACT B, AS DEPICTED BELOW

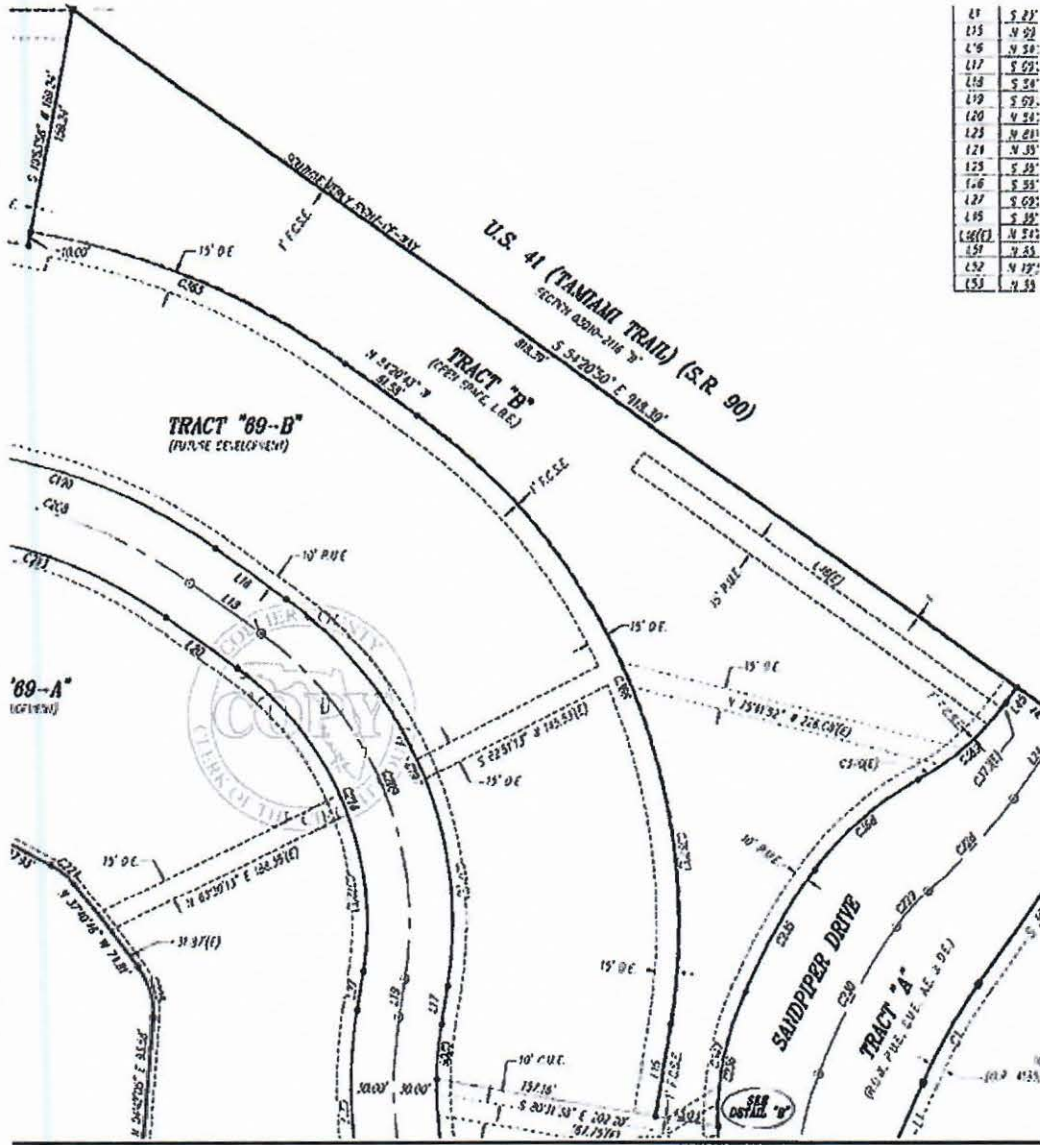


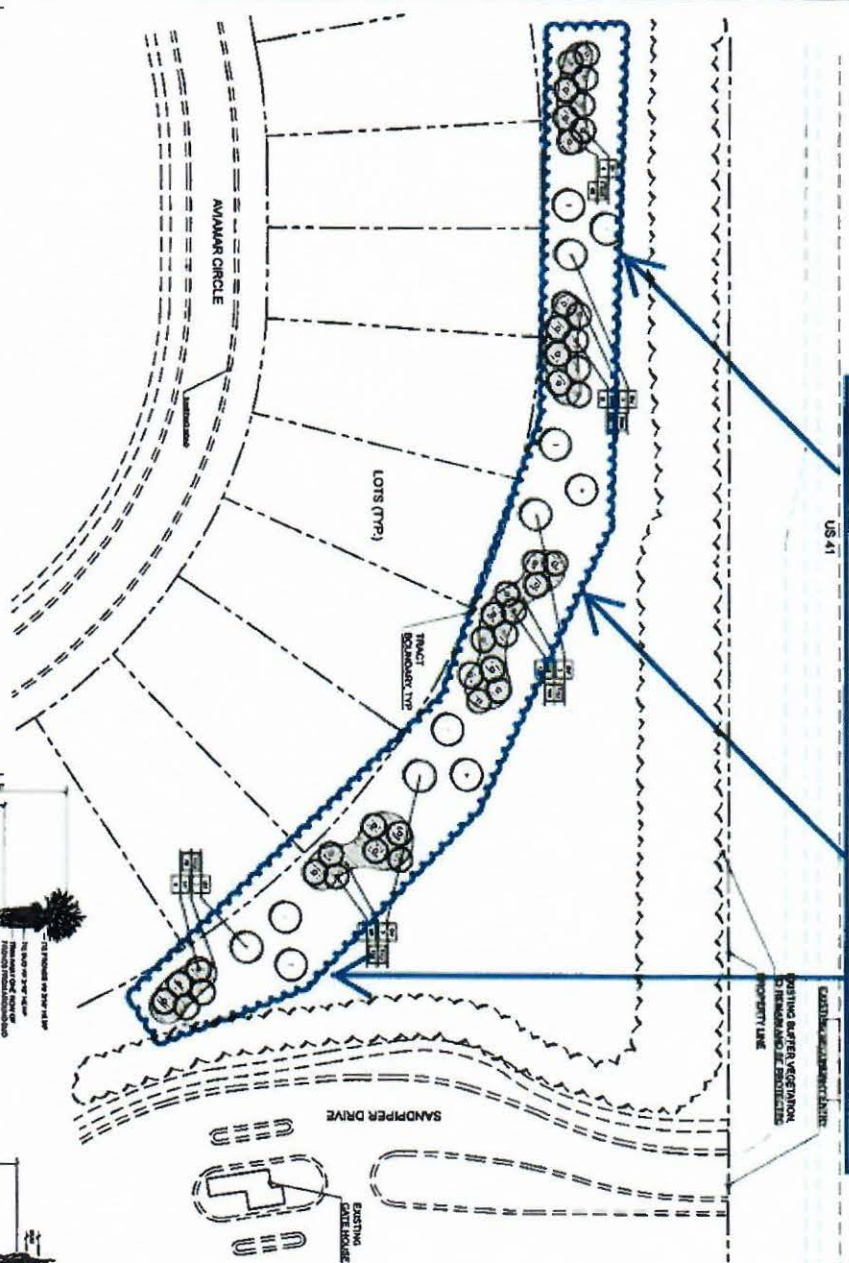
EXHIBIT "B"

DESCRIPTION OF LANDSCAPING AND LANDSCAPING AREAS

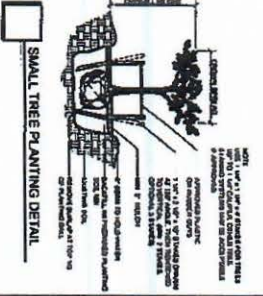
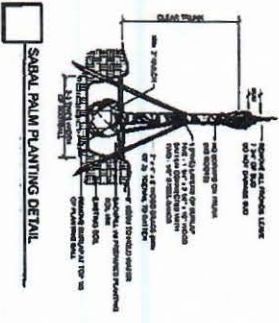
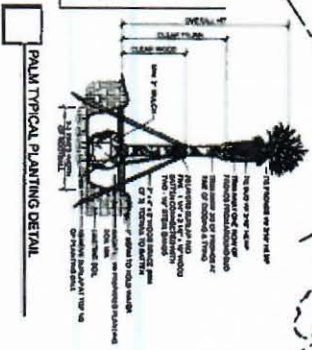
NOTE: Base data collected from multiple sources. Contractor to verify all existing field conditions prior to ordering, manufacturing, and construction.

EXHIBIT "B"

DESCRIPTION OF LANDSCAPING AND LANDSCAPING AREAS "CLOUDED" AREAS



Plant Name	Quantity	Notes
Palmetto Palm	10	10' x 12' x 12'
Swamp Palm	10	10' x 12' x 12'
...



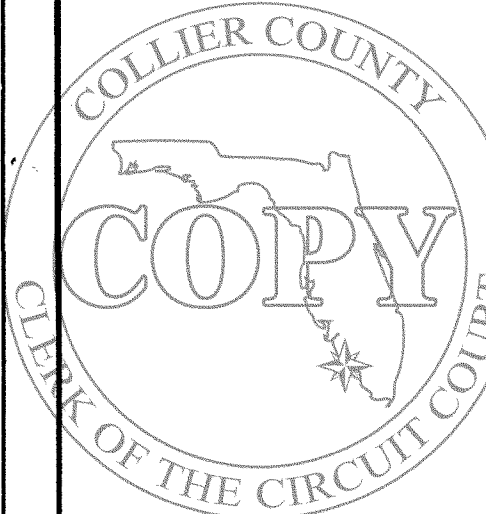
- GENERAL NOTES**
- CONTRACTOR SHALL OBTAIN ALL NECESSARY BUILDING PERMITS.
 - CONTRACTOR IS RESPONSIBLE FOR PROVIDING FINISHED PRODUCTS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING UP HIS WORK.
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH REQUIREMENTS OF LOCAL COUNTY.
 - COLLECT COUNTY PERMITS FOR ALL NEPA, NEPA AND ACTUAL PERMITS.
 - INSTALL METAL DATE STRUCTURE BY OWNER.
 - DATE OPERATIONS TO BE INSTALLED AS PER MANUFACTURER'S.
 - ALL COST SHALL BE INSTALLED AS PER MANUFACTURER'S.
 - CONTRACTOR SHALL NOT SCALE FROM PLANS. USE DIMENSIONS AS NOTED.
 - CONTRACTOR TO INFORM OWNER OF ANY AND ALL ERRORS AND OMISSIONS.
 - CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO FABRICATION.
 - ALL DIMENSIONS AND DISTANCES TO BE FIELD VERIFIED.
 - CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO FABRICATION.
 - CONTRACTOR TO ASSURE ALL WORK MEETS LOCAL WIND LOAD REQUIREMENTS.

Landscape Soil Specification

- The Contractor shall perform percolation and compaction tests with each planting area to ensure that a proper amount of water is available to plants and provide correct, water growth through an adequate amount of soil. The Contractor shall provide a minimum of 2" of soil from the surface to the water table. The Contractor shall provide a minimum of 2" of soil from the surface to the water table. The Contractor shall provide a minimum of 2" of soil from the surface to the water table.
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NOTES: ALL DIMENSIONS DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND L.A. APPROVED SHOP DRAWINGS MUST BE OBTAINED PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION.

<p>LP1</p> <p>PLANTING PLAN</p>	<p>Scale: 1/4" = 1'-0"</p> <p>NORTH</p>	<p>AMARANTA AT FIDDLER'S CREEK</p> <p>PREPARED FOR: PULTE HOMES NAPLES, COLLIER COUNTY, FLORIDA</p>	<p>DATE: 08-20-18</p> <p>DESIGNER: JAC</p>	<p>OUTSIDE PRODUCTIONS</p> <p>INCORPORATED</p> <p>1000 S. W. 10th Avenue, Suite 100 Naples, FL 34102</p> <p>TEL: 239.434.1111</p> <p>WWW.OUTSIDEPRODUCTIONS.COM</p>	<p>DATE: 08-20-18</p> <p>DESIGNER: JAC</p>
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DEDICATIONS AND RESERVATIONS

FIDDLER'S CREEK PHASE 5 AVIAMAR, UNIT TWO A SUBDIVISION LOCATED IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA

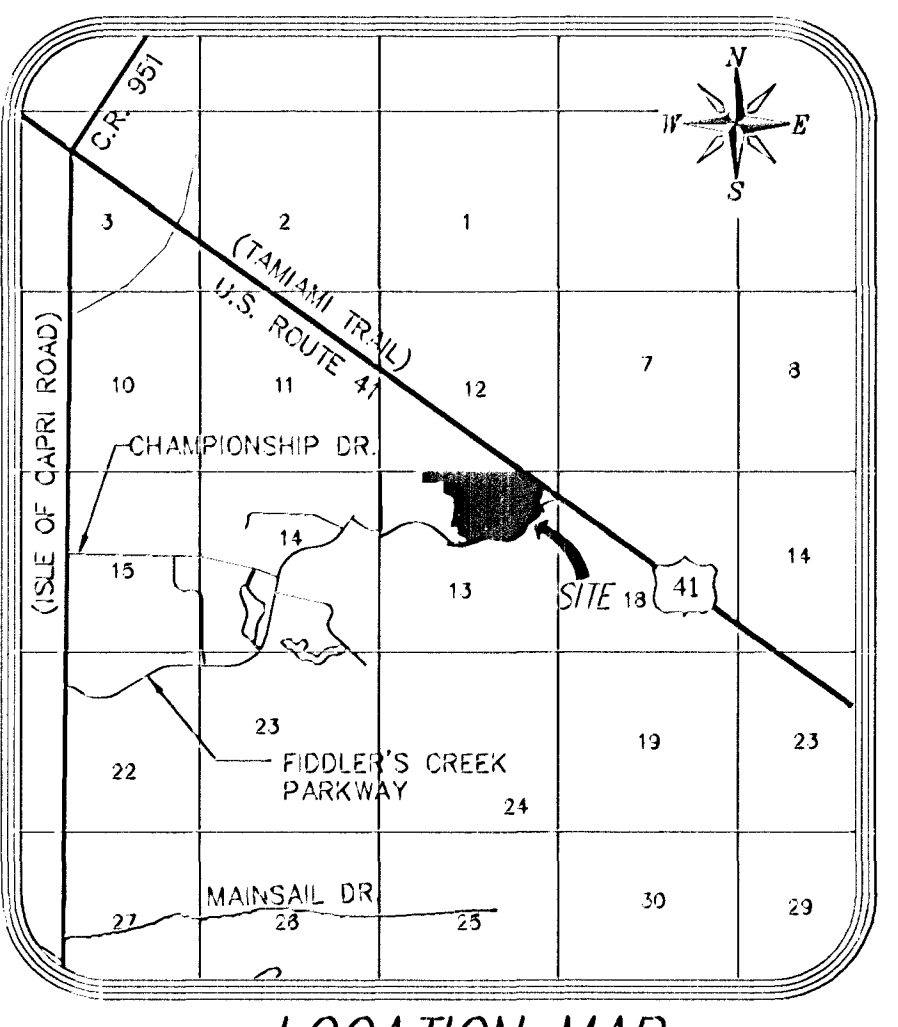
STATE OF FLORIDA COUNTY OF COLLIER KNOW ALL MEN BY THESE PRESENTS THAT DY LAND ASSOCIATES, LTD. AND GBFC DEVELOPMENT, LTD., A FLORIDA LIMITED PARTNERSHIP, THE OWNERS OF THE HEREIN DESCRIBED LANDS, HAVE CAUSED THIS PLAT ENTITLED FIDDLER'S CREEK PHASE 5, AVIAMAR, UNIT TWO, A SUBDIVISION LOCATED IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, TO BE MADE AND DEES HEREBY:

- A. DEDICATE TO COLLIER COUNTY: 1. ALL DRAINAGE EASEMENTS (D.E.) WITHOUT RESPONSIBILITY FOR MAINTENANCE. 2. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) WITHOUT RESPONSIBILITY FOR MAINTENANCE. B. DEDICATE TO COLLIER COUNTY WATER-SEWER DISTRICT: 1. ALL COUNTY UTILITY EASEMENTS (C.U.E.) FOR THE PURPOSES OF UTILITY INSTALLATION, CONSTRUCTION, OPERATION, OR MAINTENANCE, INCLUDING THE RIGHT OF ACCESS TO PERFORM ANY SUCH PURPOSE, WITHOUT RESPONSIBILITY FOR MAINTENANCE. C. DEDICATE TO COLLIER COUNTY, ITS FRANCHISEES AND THE EAST NAPLES FIRE AND RESCUE DISTRICT: 1. A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) OVER AND ACROSS TRACTS "A", "A-1", "A-2", "A-3", "A-4", AND "A-5" FOR THE PURPOSE OF PERMITTING EMERGENCY AND OTHER SERVICE VEHICLES ACCESS, WITHOUT RESPONSIBILITY FOR MAINTENANCE. D. DEDICATE TO FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT 2: 1. TRACTS "A" (SANDPAPER DRIVE) AND "A-1" (AVIAMAR CIRCLE, DORADO LAKE) AS DISTRICT ROAD RIGHTS-OF-WAY (R.O.W.) SUBJECT TO THE EASEMENTS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE. 2. A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) ACROSS TRACTS "A-2", "A-3", "A-4", "A-5", AND TRACT "D" FOR THE PURPOSE OF ACCESS TO MAINTAIN DISTRICT FACILITIES WITH NO RESPONSIBILITY FOR MAINTENANCE. 3. TRACTS "B", AND "F" AS OPEN SPACE FOR LANDSCAPING PURPOSES SUBJECT TO THE EASEMENTS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE. 4. TRACT "E" AS FUTURE PUMP STATION SITE WITH RESPONSIBILITY FOR MAINTENANCE. 5. TRACTS "L-85-E", "L-85-B", "L-85-C", AND "L-85-D" AS LAKES FOR DRAINAGE AND STORMWATER MANAGEMENT PURPOSES SUBJECT TO THE EASEMENTS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE. 6. ALL DRAINAGE EASEMENTS (D.E.) AS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE. 7. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) AS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE. 8. ALL LANDSCAPE BUFFER EASEMENTS (L.B.E.) AS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE. 9. ALL IRRIGATION EASEMENTS (I.R.E.) FOR THE PURPOSES OF INSTALLATION, CONSTRUCTION, OPERATION, OR MAINTENANCE, AS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE. E. DEDICATE TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES: 1. A NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES AS SHOWN ON THIS PLAT FOR PUBLIC UTILITY PURPOSES, INCLUDING CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THEIR RESPECTIVE FACILITIES, INCLUDING CABLE TELEVISION SERVICES, PROVIDED THAT SUCH USES BE SUBJECT TO, AND NOT INCONSISTENT WITH, THE USE BY THE COLLIER COUNTY WATER-SEWER DISTRICT. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF ANOTHER PUBLIC UTILITY IT WILL BE SOLELY RESPONSIBLE FOR SAID DAMAGES. F. RESERVE TO DY LAND ASSOCIATES, LTD, IT SUCCESSORS AND/OR ASSIGNS: 1. TRACTS "D" AS OPEN SPACE FOR LANDSCAPING PURPOSES SUBJECT TO THE EASEMENTS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE. 2. ALL PRIVATE LAKE MAINTENANCE EASEMENTS (P.L.M.E.) AS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE. 3. ALL FIDDLER'S CREEK SPECIAL EASEMENTS (F.C.S.E.), AS SHOWN, FOR THE PURPOSE OF LIMITING ACCESS TO LAKE TRACTS "L-85-E", "L-85-B", "L-85-C", AND "L-85-D", WITHOUT, HOWEVER, LIMITING ACCESS OF THOSE PARTIES (AND THEIR SUCCESSORS AND ASSIGNS) THAT REQUIRE ACCESS OVER AND ACROSS SAID SPECIAL EASEMENTS IN ORDER TO PERFORM INSTALLATION AND MAINTENANCE ACTIVITIES PURSUANT TO EASEMENTS, DEDICATIONS AND RESERVATIONS ON THIS PLAT, WITHOUT RESPONSIBILITY FOR MAINTENANCE. 4. ALL FIDDLER'S CREEK PERPETUAL EASEMENTS (F.C.P.E.) GRANTING THE FULL FREE RIGHT, POWER AND AUTHORITY TO LAY, OPERATE AND MAINTAIN SUCH DRAINAGE FACILITIES, SANITARY SEWER LINES, POTABLE AND IRRIGATION WATER LINES, STORM SEWERS, GAS AND ELECTRIC LINES, COMMUNICATION LINES, CABLE TELEVISION LINES, AND SUCH OTHER FACILITIES AS THE DEVELOPER MAY DEEM NECESSARY, ALONG, THROUGH, IN, OVER AND UNDER AN EASEMENT ITEM (10) FEET IN WIDTH ALONG THE FRONT LINES OF ALL SINGLE FAMILY LOTS, PROVIDED HOWEVER, THAT ALL SUCH USES BY THE DEVELOPER SHALL BE SUBJECT TO, AND NOT INCONSISTENT WITH, USE BY ANY OTHER EASEMENT OR USE GRANTED HEREIN. ANY FIDDLER'S CREEK PERPETUAL EASEMENT (F.C.P.E.) CREATED BY THIS RESERVATION MAY BE RELEASED OR RELOCATED, IN WHOLE OR IN PART, BY THE DEVELOPER BY THE RECORDING OF A DOCUMENT IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, SO STATING, WITHOUT THE CONSENT OF, OR NOTICE TO, ANY THIRD PARTY. G. RESERVE TO GBFC DEVELOPMENT, LTD, IT SUCCESSORS AND/OR ASSIGNS: 1. TRACTS "B7-A", "B7-B", "B7-C", "B7-D", "B7-E", "B7", "B9-A", AND "B9-B" FOR FUTURE DEVELOPMENT PURPOSES WITH RESPONSIBILITY FOR MAINTENANCE. 2. TRACTS "A-2" (DORADO RUN COURT), "A-3" (AMARANDA COURT), "A-4" (CALLISTA MAR WAY), AND "A-5" (CALLISTA COURT) AS PRIVATE ROAD RIGHTS-OF-WAY WITH RESPONSIBILITY FOR MAINTENANCE. 3. TRACTS "C", AND "G" AS OPENSAPCE FOR LANDSCAPING PURPOSES SUBJECT TO THE EASEMENTS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE. 4. ALL PRIVATE LAKE MAINTENANCE EASEMENTS (P.L.M.E.) AS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE. 5. ALL FIDDLER'S CREEK SPECIAL EASEMENTS (F.C.S.E.), AS SHOWN, FOR THE PURPOSE OF LIMITING ACCESS TO LAKE TRACTS "L-85-E", "L-85-B", "L-85-C", AND "L-85-D", WITHOUT, HOWEVER, LIMITING ACCESS OF THOSE PARTIES (AND THEIR SUCCESSORS AND ASSIGNS) THAT REQUIRE ACCESS OVER AND ACROSS SAID SPECIAL EASEMENTS IN ORDER TO PERFORM INSTALLATION AND MAINTENANCE ACTIVITIES PURSUANT TO EASEMENTS, DEDICATIONS AND RESERVATIONS ON THIS PLAT, WITHOUT RESPONSIBILITY FOR MAINTENANCE.

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN SOUTH 89°55'16" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 FOR A DISTANCE OF 1,636.11 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 89°55'16" EAST, ALONG SAID NORTH LINE FOR A DISTANCE OF 1,113.08 FEET TO THE NORTHEAST CORNER OF THE NORTH-EAST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°55'43" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13 FOR A DISTANCE OF 1,334.83 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. 41; THENCE RUN SOUTH 54°20'50" EAST, ALONG SAID SOUTHWEST ERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 318.39 FEET; THENCE RUN SOUTH 35°40'17" WEST FOR A DISTANCE OF 108.92 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 385.00 FEET, THROUGH A CENTRAL ANGLE OF 11°58'54"; SUBTENDED BY A CHORD OF 80.14 FEET AT A BEARING OF SOUTH 29°41'50" WEST, FOR A DISTANCE OF 80.29 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 23°43'23" WEST FOR A DISTANCE OF 50.84 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE EAST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 165.00 FEET, THROUGH A CENTRAL ANGLE OF 28°31'32"; SUBTENDED BY A CHORD OF 91.18 FEET AT A BEARING OF SOUTH 09°27'37" WEST, FOR A DISTANCE OF 92.10 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 04°48'09" EAST FOR A DISTANCE OF 192.22 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WEST, WHOSE RADIUS POINT BEARS SOUTH 83°31'28" WEST, A DISTANCE OF 398.65 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 398.65 FEET, THROUGH A CENTRAL ANGLE OF 50°39'23"; SUBTENDED BY A CHORD OF 341.09 FEET AT A BEARING OF SOUTH 18°17'08" WEST, FOR A DISTANCE OF 352.45 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 44°03'35" WEST FOR A DISTANCE OF 883.75 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE NORTH; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 700.00 FEET, THROUGH A CENTRAL ANGLE OF 61°09'11"; SUBTENDED BY A CHORD OF 712.17 FEET AT A BEARING OF SOUTH 74°38'11" WEST, FOR A DISTANCE OF 747.13 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 74°47'13" WEST FOR A DISTANCE OF 52.53 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTH, WHOSE RADIUS POINT BEARS SOUTH 15°14'04" WEST, A DISTANCE OF 948.91 FEET THEREFROM; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 948.91 FEET, THROUGH A CENTRAL ANGLE OF 30°07'40"; SUBTENDED BY A CHORD OF 508.84 FEET AT A BEARING OF SOUTH 07°13'44" WEST, FOR A DISTANCE OF 508.40 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 09°14'40" WEST FOR A DISTANCE OF 312.21 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE NORTH; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1050.00 FEET, THROUGH A CENTRAL ANGLE OF 38°08'58"; SUBTENDED BY A CHORD OF 688.14 FEET AT A BEARING OF SOUTH 88°18'54" WEST, FOR A DISTANCE OF 698.97 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 17°13'34" EAST FOR A DISTANCE OF 1000.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTH, WHOSE RADIUS POINT BEARS NORTH 12°24'07" EAST, A DISTANCE OF 950.00 FEET THEREFROM; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 950.00 FEET, THROUGH A CENTRAL ANGLE OF 35°26'28"; SUBTENDED BY A CHORD OF 598.20 FEET AT A BEARING OF NORTH 89°25'53" EAST, FOR A DISTANCE OF 595.93 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 02°26'12" WEST FOR A DISTANCE OF 111.46 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTH, WHOSE RADIUS POINT BEARS NORTH 08°14'51" EAST, A DISTANCE OF 480.00 FEET THEREFROM; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 480.00 FEET, THROUGH A CENTRAL ANGLE OF 25°56'14"; SUBTENDED BY A CHORD OF 215.44 FEET AT A BEARING OF NORTH 69°47'02" WEST, FOR A DISTANCE OF 217.29 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 55°49'55" WEST FOR A DISTANCE OF 104.32 FEET; THENCE RUN NORTH 34°11'05" EAST FOR A DISTANCE OF 60.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTH-EAST, WHOSE RADIUS POINT BEARS NORTH 34°11'05" EAST, A DISTANCE OF 25.00 FEET THEREFROM; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 63°26'19"; SUBTENDED BY A CHORD OF 26.29 FEET AT A BEARING OF NORTH 24°05'45" WEST, FOR A DISTANCE OF 27.68 FEET TO THE END OF SAID CURVE; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 52°36'11"; SUBTENDED BY A CHORD OF 26.85 FEET AT A BEARING OF NORTH 18°40'41" WEST, FOR A DISTANCE OF 89.97 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 63°26'19"; SUBTENDED BY A CHORD OF 26.29 FEET AT A BEARING OF NORTH 13°15'37" WEST, FOR A DISTANCE OF 27.68 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 71°32'27" WEST FOR A DISTANCE OF 60.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWEST, WHOSE RADIUS POINT BEARS NORTH 71°32'27" WEST, A DISTANCE OF 25.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 63°26'19"; SUBTENDED BY A CHORD OF 26.29 FEET AT A BEARING OF SOUTH 50°10'43" WEST, FOR A DISTANCE OF 27.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 38.00 FEET, THROUGH A CENTRAL ANGLE OF 21°09'07"; SUBTENDED BY A CHORD OF 35.97 FEET AT A BEARING OF SOUTH 71°19'19" WEST, FOR A DISTANCE OF 36.18 FEET TO THE END OF SAID CURVE TO A POINT OF REVERSE CURVATURE; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 63°26'19"; SUBTENDED BY A CHORD OF 26.29 FEET AT A BEARING OF NORTH 01°32'05" WEST, FOR A DISTANCE OF 27.68 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 55°48'55" WEST FOR A DISTANCE OF 8.46 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 10°34'16"; SUBTENDED BY A CHORD OF 70.07 FEET AT A BEARING OF NORTH 61°06'19" WEST, FOR A DISTANCE OF 70.17 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 18°28'47" EAST FOR A DISTANCE OF 224.50 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, THROUGH A CENTRAL ANGLE OF 10°08'15"; SUBTENDED BY A CHORD OF 57.43 FEET AT A BEARING OF NORTH 13°22'39" EAST, FOR A DISTANCE OF 57.50 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 08°18'32" EAST FOR A DISTANCE OF 127.97 FEET; THENCE RUN NORTH 04°11'54" EAST FOR A DISTANCE OF 232.49 FEET; THENCE RUN NORTH 03°39'24" WEST FOR A DISTANCE OF 131.49 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 10°23'58"; SUBTENDED BY A CHORD OF 58.00 FEET AT A BEARING OF NORTH 08°51'23" WEST, FOR A DISTANCE OF 58.08 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 14°03'22" WEST FOR A DISTANCE OF 13.54 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE EAST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 04°08'47"; SUBTENDED BY A CHORD OF 20.10 FEET AT A BEARING OF NORTH 11°59'58" WEST, FOR A DISTANCE OF 20.10 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 6°18'07"; SUBTENDED BY A CHORD OF 66.05 FEET AT A BEARING OF NORTH 38°05'38" WEST, FOR A DISTANCE OF 68.79 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 08°14'42" WEST FOR A DISTANCE OF 295.21 FEET; THENCE RUN NORTH 00°44'56" EAST FOR A DISTANCE OF 340.03 FEET; THENCE RUN NORTH 89°55'00" WEST FOR A DISTANCE OF 646.03 FEET; THENCE RUN NORTH 00°44'44" EAST FOR A DISTANCE OF 307.87 FEET TO THE POINT OF BEGINNING, CONTAINING 128.246 ACRES, MORE OR LESS.



GENERAL NOTES

- 1. BEARINGS HEREON REFER TO NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; AS BEING S 89°55'16" E. 2. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF. 3. ALL CURVES ARE CIRCULAR. 4. ALL LOT LINES ARE NON-RADIAL TO THE R.O.W. UNLESS OTHERWISE SHOWN. 5. LEGEND: F.C.M. FOUND CONCRETE MONUMENT P.R.M. PERMANENT REFERENCE MONUMENT (SET 4" X 4" X 24" CONCRETE MONUMENT WITH ALUMINUM CAP P.R.M., L.B. #5151) P.C.P. PERMANENT CONTROL POINT (SET P.K. NAIL AND DISK, P.C.P., L.B. #5151) (R) RADIAL O.R. BOOK OFFICIAL RECORDS BOOK R.O.W. RIGHT-OF-WAY C.U.E. COUNTY UTILITY EASEMENT P.U.E. PUBLIC UTILITY EASEMENT L.B.E. LANDSCAPE BUFFER EASEMENT D.E. DRAINAGE EASEMENT L.M.E. LAKE MAINTENANCE EASEMENT P.L.M.E. PRIVATE LAKE MAINTENANCE EASEMENT F.C.S.E. FIDDLER'S CREEK SPECIAL EASEMENT F.C.P.E. FIDDLER'S CREEK PERPETUAL EASEMENT A.E. ACCESS EASEMENT I.R.E. IRRIGATION EASEMENT P.O.C. POINT OF COMMENCEMENT P.O.B. POINT OF BEGINNING (E) EASEMENT E 6. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE AE, HAVING A BASE FLOOD ELEVATION OF 8.3 FEET NGVD, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 12021C 0820 G, DATED NOVEMBER 17, 2005 7. THE MINIMUM FINISHED FLOOR ELEVATION (100 YEAR FLOOD) IS 7.00' (N.G.V.D.) THE MINIMUM ROAD CROWN ELEVATION IS 8.0' N.G.V.D. THE PAVEMENT RANGES FROM A LOW OF ELEVATION 6.0' N.G.V.D. TO A HIGH OF ELEVATION 7.4' N.G.V.D. 8. RESERVATIONS, RESTRICTIONS AND COVENANTS OF RECORD RECORDED IN OFFICIAL RECORDS BOOK 3685, PAGE 319, ET SEQ, AND AS AVENDED, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA 9. ALL ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929, (N.G.V.D. 29'). 10. THE 15' DRAINAGE EASEMENT (D.E.) ALONG THE SIDE LOT LINES ARE CENTERED ON THE SIDE LOT LINES UNLESS OTHERWISE DIMENSIONED.

ENGINEERING REVIEW

THIS PLAT WAS REVIEWED BY THE ENGINEERING SERVICES SECTION OF COMMUNITY DEVELOPMENT OF COLLIER COUNTY, FLORIDA, THIS 16th DAY OF JULY, 2007. Thomas E. Kuck, P.E. ENGINEERING SERVICES DIRECTOR / COUNTY ENGINEER (PLAT) COLLIER COUNTY, FLORIDA

COUNTY ATTORNEY

THIS PLAT WAS REVIEWED BY THE COLLIER COUNTY ATTORNEY, THIS 23rd DAY OF July, 2007. Jeff E. Smith, ASSISTANT COLLIER COUNTY ATTORNEY

COUNTY COMMISSION

THIS PLAT WAS REVIEWED IN A REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THIS 12th DAY OF September, 2007, PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COLLIER COUNTY, FLORIDA. ATTEST: Dawn M. Moore, CLERK OF CIRCUIT COURT IN AND FOR COLLIER COUNTY, FLORIDA

FILING RECORD

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES OF THE STATE OF FLORIDA. I FURTHER CERTIFY THAT SAID PLAT HAS BEEN FILED FOR RECORD AT 2:30 P.M. THIS 24th DAY OF July, 2007, AND RECORDED IN PLAT BOOK 48, PAGES 86 THROUGH 93 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES. I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY OF THE PROPERTY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.041 FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES. IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS WILL BE SET PRIOR TO THE RECORDING OF THIS PLAT AND THAT THE PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE REQUIRED IMPROVEMENTS. Dawn M. Moore, CLERK OF CIRCUIT COURT IN AND FOR COLLIER COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION

STATE OF FLORIDA I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY OF THE PROPERTY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.041 FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES. IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS WILL BE SET PRIOR TO THE RECORDING OF THIS PLAT AND THAT THE PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE REQUIRED IMPROVEMENTS. Juan Araque, PSM #5194 COLLIER COUNTY SURVEYOR AND MAPPER THIS INSTRUMENT PREPARED BY: JUAN ARAQUE, PSM #4005 Q. GRADY MINOR AND ASSOCIATES, P.A. CERTIFICATES OF AUTHORIZATION: L.B. # 5151 CIVIL ENGINEERS & LAND SURVEYORS & PLANNERS 3800 VIA DEL REY DONITA SPRINGS, FLORIDA 34134 PHONE: (239) 947-1144 FAX: (239) 947-0075 TECH: JEREMIAH DEPOBOS R-0607-2-DWG

NOTICE

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

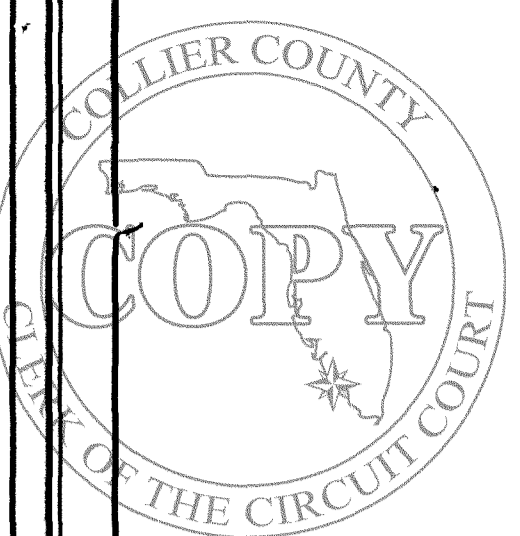
OWNER ACKNOWLEDGMENT

STATE OF FLORIDA COUNTY OF COLLIER THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF July, 2007, BY AUBREY J. FERRAO, AS ATTORNEY IN FACT OF DY LAND ASSOCIATES, LTD., A FLORIDA LIMITED PARTNERSHIP, ON BEHALF OF THE LIMITED PARTNERSHIP. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION. Notary Public, Emilia Mary Pacha

OWNER ACKNOWLEDGMENT

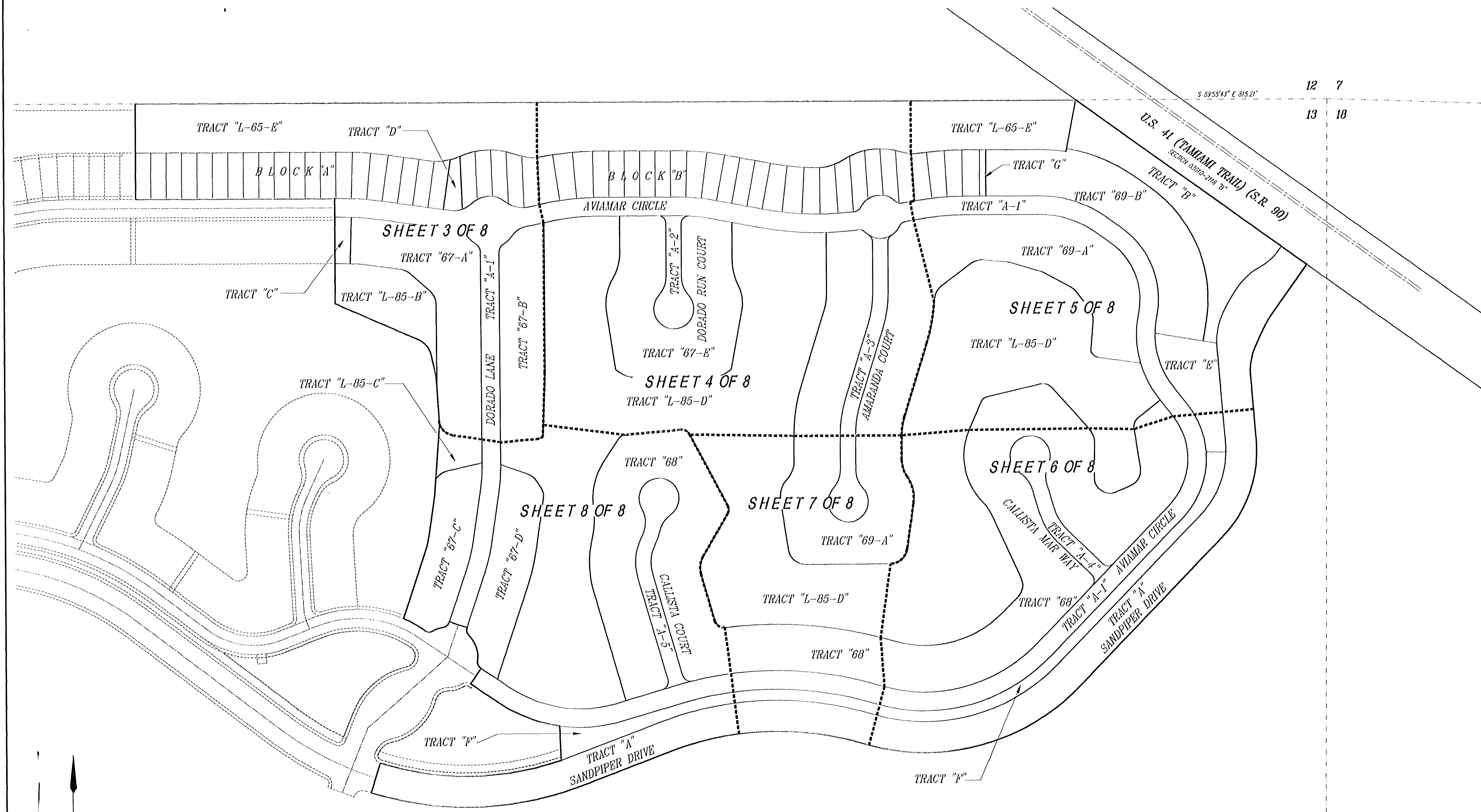
STATE OF FLORIDA COUNTY OF COLLIER THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF July, 2007, BY AUBREY J. FERRAO, AS ATTORNEY IN FACT OF GBFC DEVELOPMENT, LTD., A FLORIDA LIMITED PARTNERSHIP, ON BEHALF OF THE LIMITED PARTNERSHIP. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION. Notary Public, Emilia Mary Pacha

ALL THE DESCRIBED DEDICATIONS, RESERVATIONS, TRACTS AND EASEMENTS ARE IN ACCORDANCE WITH THE GENERAL NOTES DESCRIBED ON THIS SHEET. IN WITNESS WHEREOF, DY LAND ASSOCIATES, LTD. AND GBFC DEVELOPMENT, LTD., A FLORIDA LIMITED PARTNERSHIP, HAVE CAUSED THIS PLAT TO BE MADE AND SIGNED THIS 30th DAY OF July, 2007. WITNESS: Joseph Lino Parisi, Dawn M. Moore, Diane Matire; OWNER: DY LAND ASSOCIATES, LTD., A FLORIDA LIMITED PARTNERSHIP, Aubrey J. Ferrao; WITNESS: Dawn M. Moore, Diane Matire; OWNER: GBFC DEVELOPMENT, LTD., A FLORIDA LIMITED PARTNERSHIP, Aubrey J. Ferrao; WITNESS: Dawn M. Moore, Diane Matire.

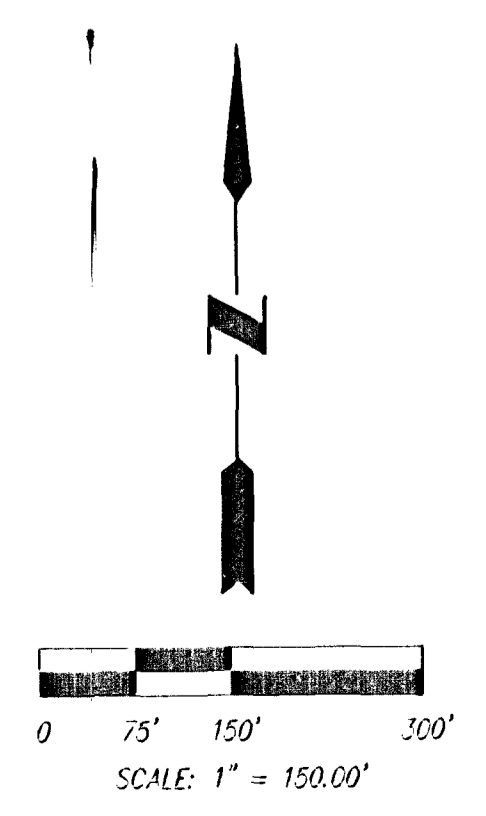


FIDDLER'S CREEK PHASE 5 AVIAMAR, UNIT TWO

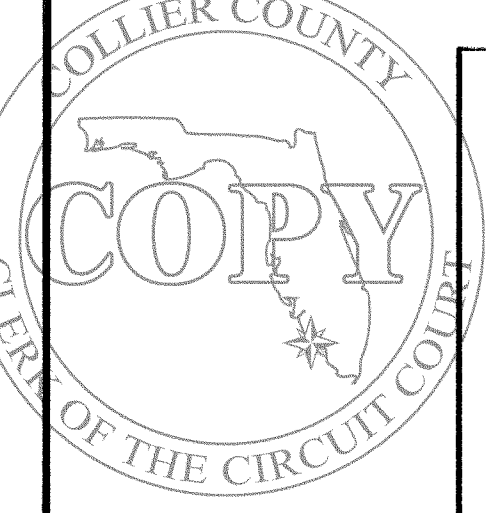
A SUBDIVISION LOCATED IN
SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA



INDEX MAP

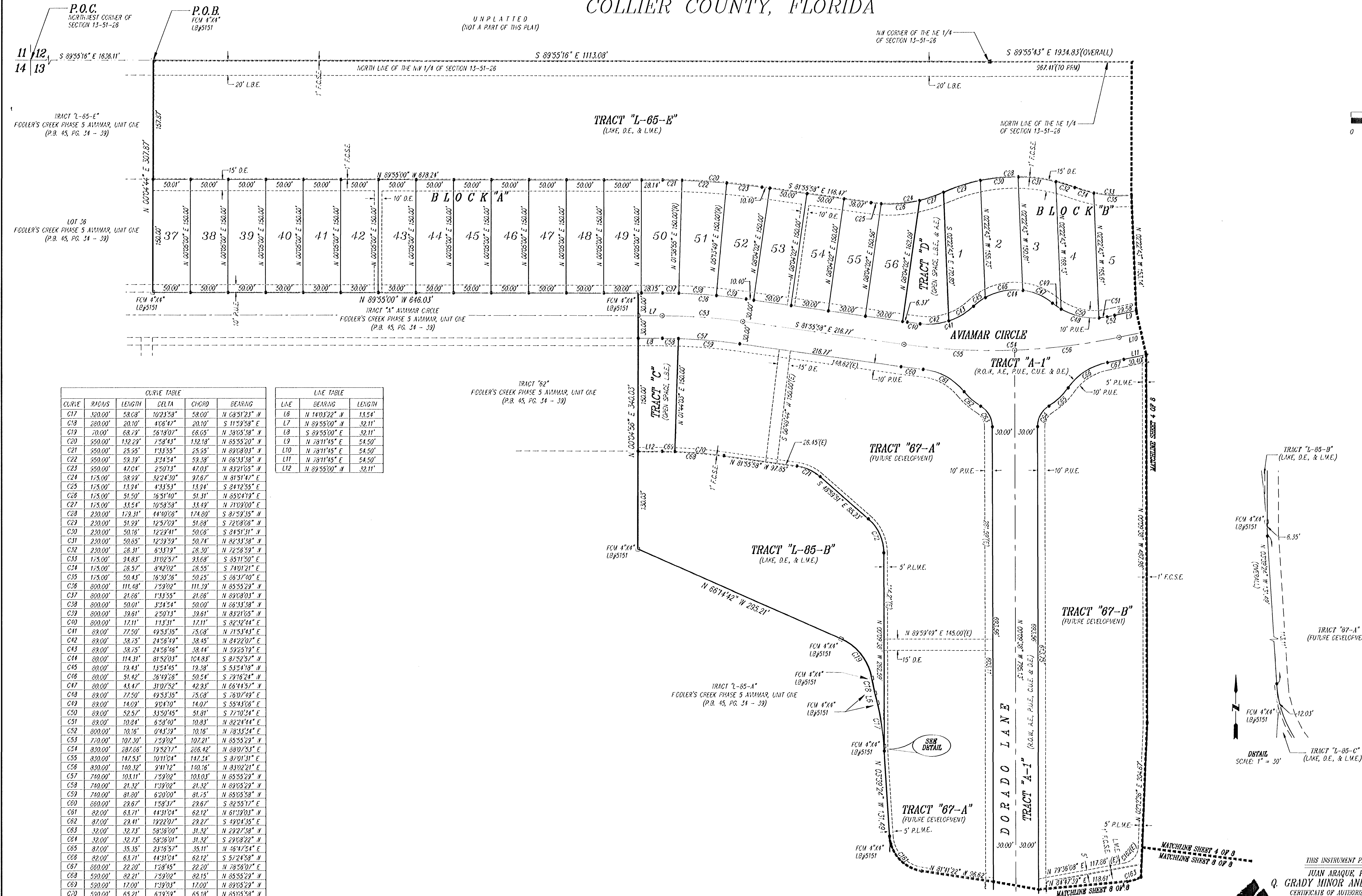
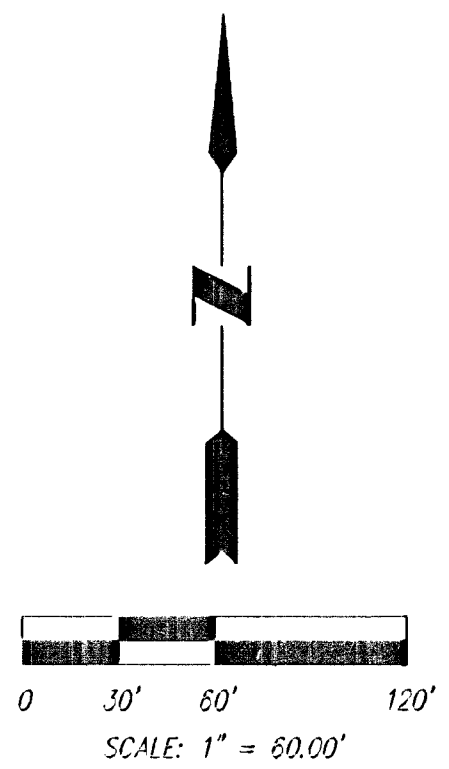


THIS INSTRUMENT PREPARED BY:
JUAN ARAQUE, PSM #6405
Q. GRADY MINOR AND ASSOCIATES, P.A.
CERTIFICATE OF AUTHORIZATION: L.B. # 5151
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FIDDLER'S CREEK PHASE 5 AVIAMAR, UNIT TWO

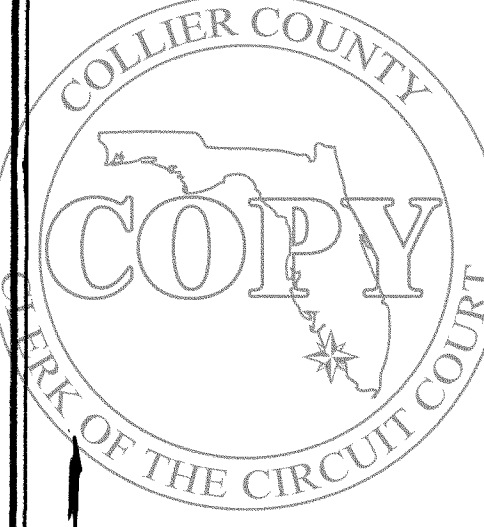
A SUBDIVISION LOCATED IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA



CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C17	320.00'	58.08'	102°3'58"	58.00'	N 08°51'23" W
C18	280.00'	20.10'	40°6'42"	20.10'	S 11°52'58" E
C19	70.00'	68.73'	56°18'07"	68.05'	N 38°05'38" W
C20	950.00'	132.23'	7°58'43"	132.18'	N 85°55'20" W
C21	950.00'	25.56'	1°33'55"	25.55'	N 89°08'03" W
C22	950.00'	59.39'	3°34'54"	59.38'	N 86°33'38" W
C23	950.00'	47.04'	2°50'13"	47.03'	N 83°21'05" W
C24	175.00'	28.29'	32°24'30"	27.67'	N 81°51'47" E
C25	175.00'	11.24'	4°33'53"	11.24'	S 84°12'55" E
C26	175.00'	51.50'	16°51'40"	51.31'	N 85°04'19" E
C27	175.00'	33.54'	10°53'58"	33.49'	N 71°02'00" E
C28	230.00'	173.31'	44°40'08"	174.80'	S 87°59'35" W
C29	230.00'	51.99'	12°57'02"	51.88'	S 72°18'08" W
C30	230.00'	50.16'	12°29'41"	50.08'	S 84°51'31" W
C31	230.00'	50.65'	12°39'59"	50.74'	N 82°33'38" W
C32	230.00'	28.31'	6°33'19"	28.30'	N 72°58'59" W
C33	175.00'	24.83'	31°02'57"	23.68'	S 85°11'50" E
C34	175.00'	26.57'	8°42'02"	26.55'	S 74°01'21" E
C35	175.00'	50.43'	16°30'36"	50.25'	S 86°37'40" E
C36	800.00'	111.48'	7°59'02"	111.39'	N 85°55'29" W
C37	800.00'	21.86'	1°33'55"	21.86'	N 89°08'03" W
C38	800.00'	50.01'	3°34'54"	50.00'	N 86°33'38" W
C39	800.00'	39.61'	2°50'13"	39.61'	N 83°21'05" W
C40	800.00'	17.11'	1°13'31"	17.11'	S 82°32'44" E
C41	89.00'	77.50'	49°53'35"	75.08'	N 71°53'43" E
C42	89.00'	38.25'	24°56'49"	38.45'	N 84°22'07" E
C43	89.00'	38.75'	24°56'46"	38.44'	N 59°25'19" E
C44	89.00'	114.31'	81°52'03"	104.83'	S 87°52'57" W
C45	89.00'	19.44'	13°54'45"	19.38'	S 53°54'18" W
C46	89.00'	51.42'	36°49'26"	50.54'	S 79°18'24" W
C47	89.00'	43.47'	31°07'52"	42.23'	N 66°44'57" E
C48	89.00'	77.50'	49°53'35"	75.08'	S 76°07'49" E
C49	89.00'	14.09'	30°41'07"	14.07'	S 55°43'06" E
C50	89.00'	52.57'	33°50'45"	51.81'	S 71°10'34" E
C51	89.00'	10.84'	6°58'40"	10.83'	N 82°24'44" E
C52	800.00'	10.16'	0°43'29"	10.16'	N 78°33'34" E
C53	770.00'	107.30'	7°59'02"	107.21'	N 85°55'29" W
C54	830.00'	287.68'	19°52'17"	286.42'	N 88°07'53" E
C55	830.00'	147.53'	10°11'04"	147.34'	S 87°01'31" E
C56	830.00'	140.32'	9°41'12"	140.16'	N 83°02'21" E
C57	740.00'	103.11'	7°59'02"	103.03'	N 85°55'29" W
C58	740.00'	21.12'	1°39'02"	21.12'	N 89°08'29" W
C59	740.00'	81.80'	6°20'09"	81.75'	N 85°05'58" W
C60	89.00'	22.67'	1°58'37"	22.67'	S 82°55'17" E
C61	82.00'	63.71'	44°31'04"	62.12'	N 61°39'03" W
C62	87.00'	29.41'	19°22'07"	29.27'	S 49°04'35" E
C63	82.00'	32.73'	58°36'00"	31.32'	N 29°27'58" W
C64	82.00'	32.73'	58°36'01"	31.32'	S 29°03'22" W
C65	87.00'	35.35'	23°16'57"	35.11'	N 36°44'54" E
C66	82.00'	63.71'	44°31'04"	62.12'	S 57°24'58" W
C67	890.00'	22.20'	1°28'45"	22.20'	N 78°56'07" E
C68	590.00'	82.21'	7°59'02"	82.15'	N 85°55'29" W
C69	590.00'	17.00'	1°39'03"	17.00'	N 89°08'29" W
C70	590.00'	65.21'	6°19'59"	65.18'	N 85°05'58" W
C71	60.00'	34.49'	32°58'07"	34.02'	N 65°27'55" W
C72	60.00'	51.14'	48°50'13"	49.61'	N 24°34'44" W
C161	50.00'	68.10'	78°01'58"	62.55'	S 42°40'23" E
C162(E)	22.00'	22.72'	27°23'42"	22.51'	N 40°54'17" E
C163	45.00'	19.43'	24°44'29"	19.28'	N 27°25'25" E

LINE	BEARING	LENGTH
L6	N 140°3'22" W	13.54'
L7	N 89°55'00" W	32.11'
L8	S 89°55'00" E	32.11'
L9	N 78°11'45" E	54.50'
L10	N 78°11'45" E	54.50'
L11	N 78°11'45" E	54.50'
L12	N 89°55'00" W	32.11'

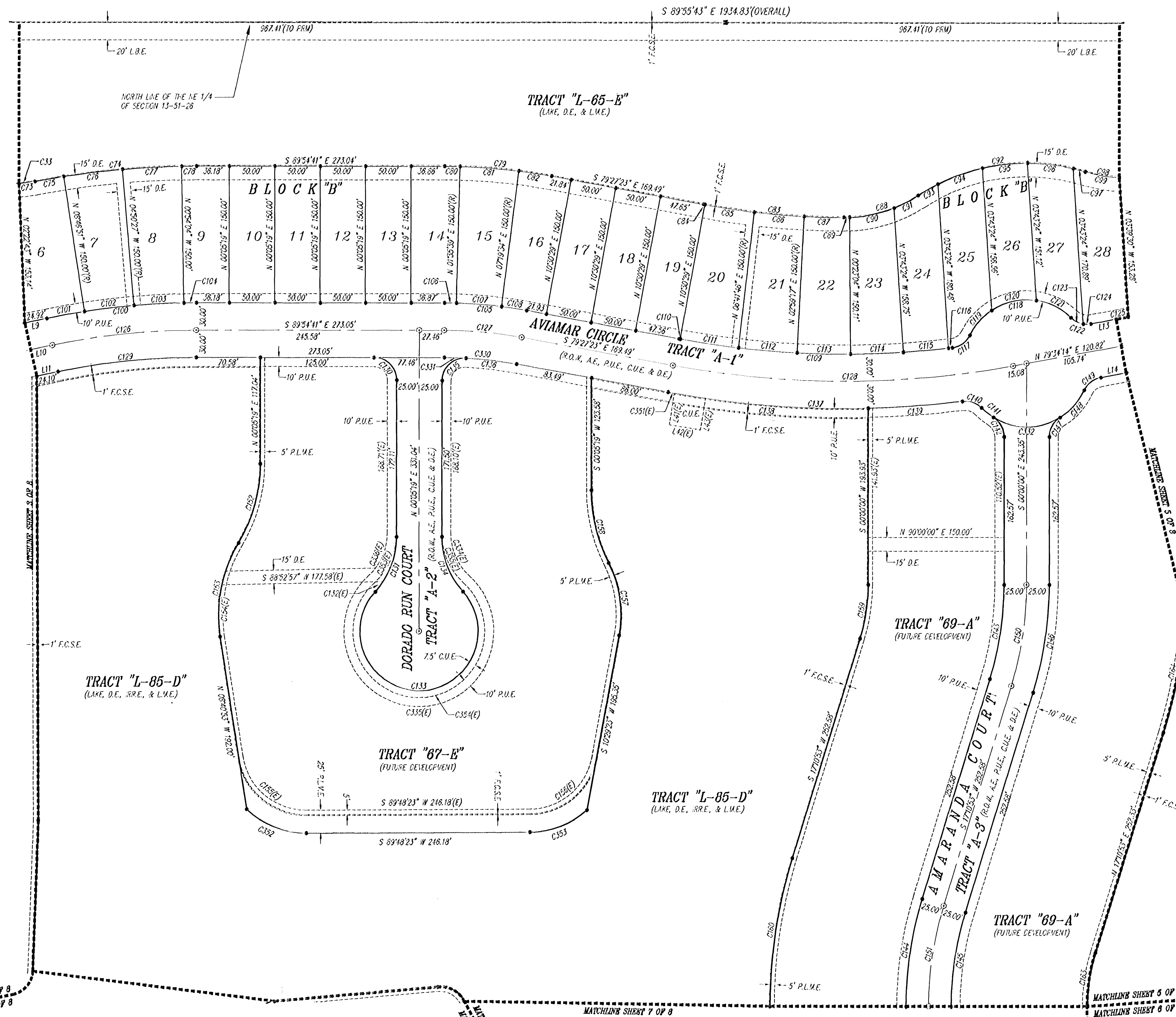
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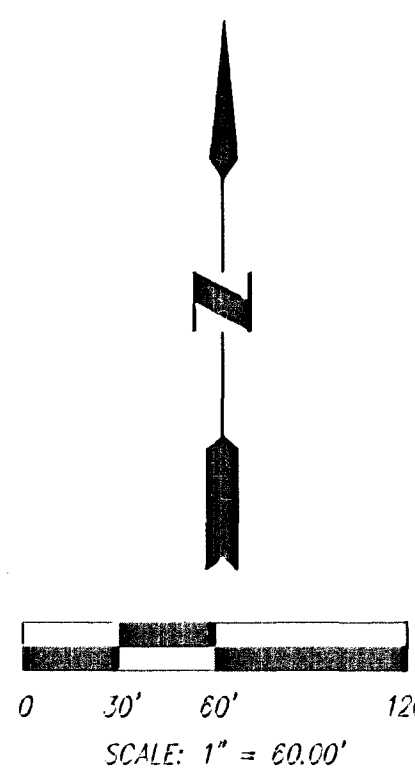
FIDDLER'S CREEK PHASE 5 AVIAMAR, UNIT TWO

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

UNPLATTED
(NOT A PART OF THIS PLAT)



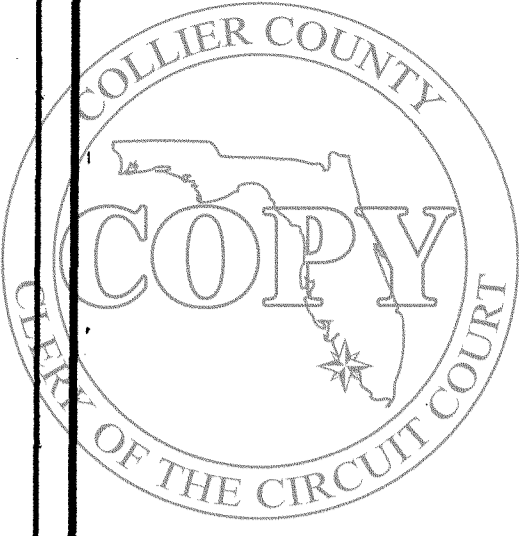
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C33	175.00'	94.83'	310°25'7"	94.68'	S 85°11'51" E
C73	175.00'	172.24'	55°21'	173.33'	N 82°41'00" E
C74	250.00'	172.24'	10°48'38"	178.98'	S 84°41'00" E
C75	250.00'	32.18'	1°58'28"	32.18'	S 80°14'55" E
C76	250.00'	65.32'	3°56'23"	65.31'	S 83°11'20" E
C77	250.00'	65.32'	3°56'23"	65.31'	S 87°07'44" E
C78	250.00'	16.41'	0°52'23"	16.41'	S 89°35'53" E
C79	650.00'	118.61'	10°27'18"	118.44'	N 84°41'02" E
C80	650.00'	17.08'	1°30'20"	17.08'	N 89°09'31" E
C81	650.00'	65.03'	5°43'55"	65.00'	N 85°32'23" E
C82	650.00'	36.50'	3°13'03"	36.50'	N 81°03'54" E
C83	850.00'	158.03'	10°31'04"	155.82'	S 84°42'55" E
C84	850.00'	2.35'	0°04'29"	2.35'	S 79°32'07" E
C85	850.00'	55.02'	3°42'30"	55.01'	S 81°28'07" E
C86	850.00'	55.01'	3°42'30"	55.01'	S 85°10'38" E
C87	850.00'	43.68'	2°56'34"	43.65'	S 88°30'10" E
C88	150.00'	26.50'	33°02'31"	85.31'	N 73°50'18" E
C89	150.00'	8.38'	2°25'41"	8.38'	N 88°48'43" E
C90	150.00'	50.28'	19°12'20"	50.04'	N 77°59'42" E
C91	150.00'	23.87'	11°24'31"	23.82'	N 82°41'17" E
C92	220.00'	192.07'	50°11'19"	188.03'	S 81°52'41" E
C93	220.00'	25.24'	6°34'28"	25.23'	S 80°16'15" E
C94	220.00'	52.12'	13°34'25"	52.00'	S 70°20'40" E
C95	220.00'	50.16'	13°03'49"	50.05'	S 83°39'41" E
C96	220.00'	50.97'	13°16'32"	50.88'	N 83°10'02" E
C97	220.00'	13.58'	3°32'09"	13.57'	N 74°45'42" E
C98	150.00'	64.35'	24°34'50"	64.26'	S 85°17'04" E
C99	150.00'	38.29'	14°37'38"	38.19'	S 80°18'26" E
C100	800.00'	166.05'	11°53'34"	165.78'	S 84°08'32" E
C101	800.00'	42.21'	3°01'23"	42.21'	S 79°42'22" E
C102	800.00'	55.01'	3°56'24"	55.00'	S 83°11'20" E
C103	800.00'	55.01'	3°56'24"	55.00'	S 87°07'44" E
C104	800.00'	13.82'	0°52'24"	13.82'	S 89°35'53" E
C105	500.00'	91.24'	10°27'18"	91.11'	N 84°41'02" E
C106	500.00'	13.14'	1°30'19"	13.13'	N 89°09'31" E
C107	500.00'	50.02'	5°43'55"	50.00'	N 85°32'23" E
C108	500.00'	28.08'	3°13'04"	28.08'	N 81°03'54" E
C109	1000.00'	303.46'	17°23'13"	302.30'	S 88°38'59" E
C110	1000.00'	2.44'	0°02'23"	2.44'	S 79°31'54" E
C111	1000.00'	64.39'	3°43'28"	64.38'	S 81°27'23" E
C112	1000.00'	64.72'	3°42'30"	64.71'	S 85°10'27" E
C113	1000.00'	58.84'	3°22'17"	58.83'	S 88°42'51" E
C114	1000.00'	58.30'	3°20'25"	58.29'	N 87°55'48" E
C115	1000.00'	50.02'	2°51'58"	50.02'	N 84°43'37" E
C116	1000.00'	4.14'	0°14'14"	4.14'	N 83°16'31" E
C117	25.00'	24.78'	58°47'08"	23.78'	N 54°45'50" E
C118	70.00'	131.73'	107°49'26"	113.14'	S 80°17'59" E
C119	70.00'	36.57'	2°56'14"	36.16'	S 41°20'23" E
C120	70.00'	51.76'	4°22'12"	50.59'	S 77°29'36" E
C121	70.00'	43.39'	3°53'10"	42.70'	N 63°33'48" E
C122	25.00'	23.83'	54°37'28"	22.94'	S 73°07'02" E
C123	25.00'	15.39'	35°16'08"	15.15'	S 63°26'22" E
C124	25.00'	8.44'	19°21'20"	8.40'	N 89°14'54" E
C125	1000.00'	13.41'	0°48'07"	13.41'	S 79°57'18" E
C126	770.00'	159.83'	11°53'34"	159.54'	S 84°08'32" E
C127	470.00'	85.76'	10°27'18"	85.64'	N 84°41'02" E
C128	1020.00'	377.03'	20°58'23"	374.93'	S 89°58'34" E
C129	740.00'	153.60'	11°53'34"	153.32'	S 84°08'32" E
C130	25.00'	39.27'	30°00'00"	35.36'	N 44°54'41" E
C131	90.00'	66.14'	42°06'12"	64.66'	N 21°08'25" E
C132(E)	90.00'	14.17'	9°01'17"	14.16'	N 37°40'53" E
C133	65.00'	229.73'	28°12'24"	26.45'	S 89°54'41" E
C134	90.00'	66.14'	42°06'12"	64.66'	S 20°57'47" E
C135	25.00'	40.63'	9°18'46"	36.30'	S 46°38'42" E
C136	440.00'	56.39'	7°20'32"	56.35'	N 83°07'39" E
C137	1060.00'	325.77'	17°28'32"	324.49'	S 88°15'39" E
C138	1060.00'	220.40'	11°54'48"	220.01'	S 85°28'56" E
C139	1060.00'	104.42'	5°59'39"	104.30'	N 85°45'25" E
C140	25.00'	22.36'	52°37'47"	22.16'	N 70°45'01" E
C141	70.00'	16.80'	13°45'27"	16.83'	S 31°20'21" E
C142	25.00'	25.41'	58°14'35"	24.33'	N 29°07'18" E
C143	350.00'	104.26'	17°10'53"	104.56'	S 08°35'27" E
C144	400.00'	119.95'	17°10'53"	119.50'	S 08°35'27" E
C145	350.00'	104.26'	17°10'53"	104.56'	S 08°35'27" E
C146	400.00'	119.95'	17°10'53"	119.50'	N 08°35'27" E
C147	25.00'	25.41'	58°14'35"	24.33'	S 29°07'18" E
C148	70.00'	40.68'	33°17'42"	40.11'	N 41°35'44" E
C149	25.00'	23.83'	54°37'21"	22.94'	S 52°15'34" E
C150	375.00'	112.45'	17°10'53"	112.03'	N 08°35'27" E
C151	375.00'	112.45'	17°10'53"	112.03'	S 08°35'27" E
C152	170.00'	91.31'	30°46'26"	90.21'	N 15°28'32" E
C153	155.00'	106.30'	39°32'39"	104.80'	S 11°55'26" E
C154(E)	155.00'	57.35'	21°11'39"	57.01'	S 01°54'56" E
C155(E)	70.00'	99.59'	81°30'45"	91.40'	S 49°26'15" E
C156(E)	70.00'	96.90'	79°19'00"	89.35'	N 50°08'53" E
C157	125.00'	81.77'	37°28'58"	80.92'	N 08°15'06" E
C158	175.00'	82.72'	27°04'54"	81.95'	S 13°27'08" E
C159	200.00'	59.97'	17°10'53"	59.75'	N 08°35'27" E
C160	550.00'	164.93'	17°10'53"	164.31'	S 08°35'27" E
C161	200.00'	59.97'	17°10'53"	59.75'	S 08°35'27" E
C164	550.00'	135.65'	14°07'52"	135.31'	N 10°06'57" E
C130	440.00'	80.29'	10°27'18"	80.18'	N 84°41'02" E
C131	440.00'	23.90'	3°06'46"	23.90'	N 88°21'18" E
C132	70.00'	77.60'	63°30'50"	73.68'	S 20°00'00" E
C133(E)	62.50'	52.68'	47°44'47"	50.59'	S 23°47'05" E
C133(E)	62.50'	398.68'	2°52'29" E	110.35'	S 89°54'41" E
C133(E)	62.50'	52.68'	47°44'47"	50.59'	N 23°57'42" E
C135(E)	1060.00'	8.75'	0°28'22"	8.75'	S 79°43'43" E
C135(E)	95.00'	72.37'	43°58'55"	70.63'	S 69°22'10" E
C135	95.00'	68.73'	41°27'10"	67.24'	N 69°04'48" E



LINE	BEARING	LENGTH
L9	N 78°11'45" E	54.50'
L10	N 78°11'45" E	54.50'
L11	N 78°11'45" E	54.50'
L13	N 79°34'14" E	28.28'
L14	N 79°34'14" E	28.28'
L41(E)	S 09°13'27" W	35.00'
L42(E)	S 80°46'33" E	35.00'
L43(E)	N 09°13'27" E	35.00'

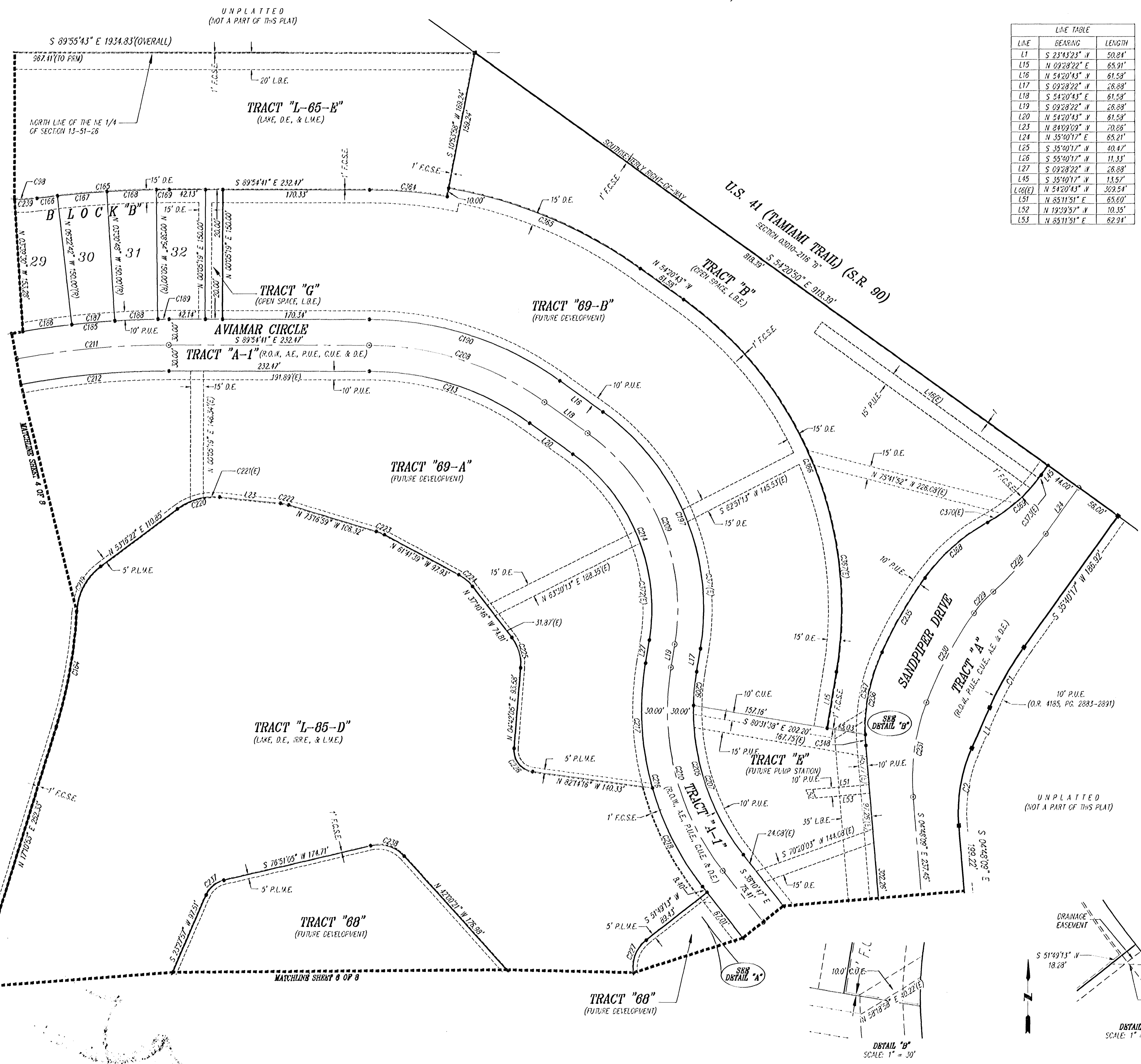
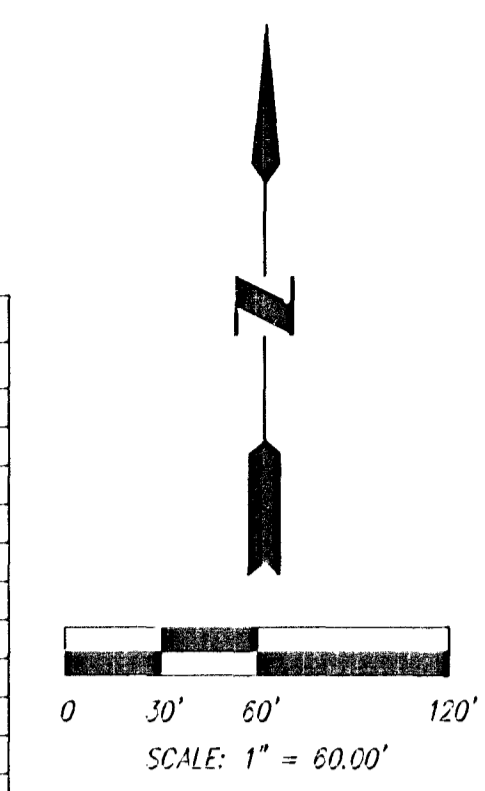
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C135(E)	73.00'	57.03'	44°45'36"	55.59'	N 25°22'52" E
C135(E)	72.50'	348.60'	2°52'29" E	97.50'	S 89°54'41" E
C135(E)	73.00'	57.03'	44°45'36"	55.59'	S 25°12'14" E

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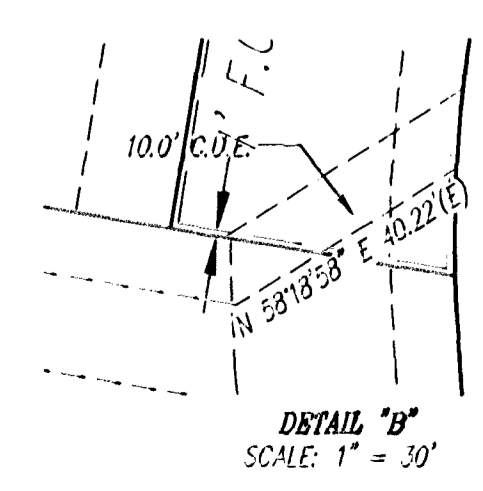
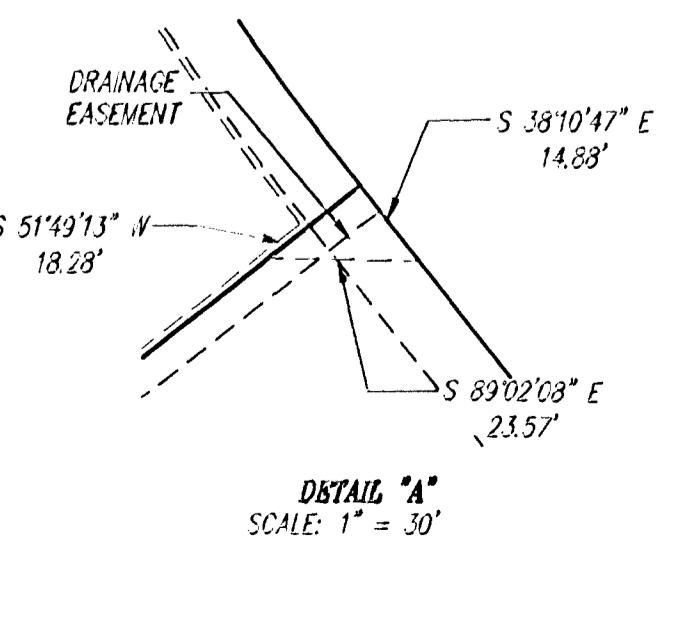
FIDDLER'S CREEK PHASE 5 AVIAMAR, UNIT TWO

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



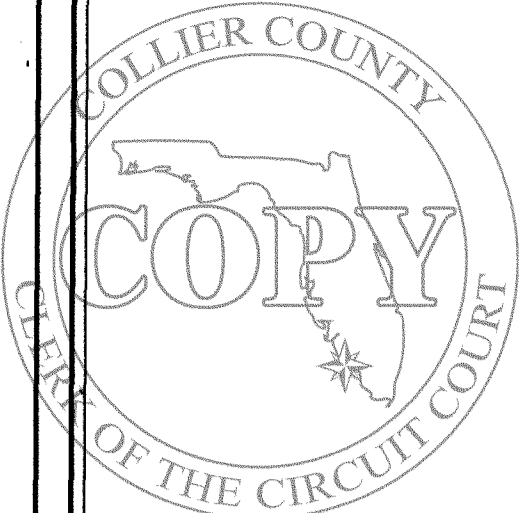
LAE	BEARING	LENGTH
L1	S 23°43'23" W	50.84'
L15	N 09°28'22" E	65.91'
L16	N 54°20'43" E	61.58'
L17	S 09°28'22" E	26.88'
L18	S 54°20'43" E	61.58'
L19	S 09°28'22" E	26.88'
L20	N 54°20'43" E	61.58'
L23	N 24°09'09" E	70.88'
L24	N 35°40'17" E	65.21'
L25	S 35°40'17" E	40.41'
L26	S 55°40'17" E	11.33'
L27	S 09°28'22" E	26.88'
L45	S 35°40'17" E	13.57'
L46(E)	N 54°20'43" E	309.54'
L51	N 85°11'51" E	65.60'
L52	N 19°29'57" E	10.35'
L53	N 85°11'51" E	62.94'

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	355.00'	80.23'	11°58'54"	80.14'	S 23°41'50" W
C2	185.00'	32.10'	28°31'32"	31.16'	S 09°27'37" W
C38	150.00'	64.35'	24°34'50"	63.88'	S 89°17'04" E
C163	200.00'	59.97'	17°10'53"	59.75'	S 08°35'27" W
C164	550.00'	135.65'	14°07'53"	135.31'	N 10°08'53" E
C165	1150.00'	153.81'	7°39'48"	153.70'	S 88°15'25" W
C166	1150.00'	24.01'	11°17'46"	24.01'	S 83°01'23" W
C167	1150.00'	57.50'	2°51'54"	57.50'	S 85°03'13" W
C168	1150.00'	57.51'	2°51'55"	57.50'	S 87°55'08" W
C169	1150.00'	14.80'	0°44'14"	14.80'	S 89°43'12" W
C185	1000.00'	183.57'	10°31'05"	183.32'	S 84°49'36" W
C186	1000.00'	57.29'	3°16'59"	57.28'	S 81°58'49" W
C187	1000.00'	50.00'	2°51'54"	50.00'	S 85°03'14" W
C188	1000.00'	50.01'	2°51'55"	50.00'	S 87°55'09" W
C189	1000.00'	12.86'	0°44'13"	12.86'	S 89°43'12" W
C190	300.00'	235.88'	35°33'58"	232.11'	N 72°07'42" W
C197	280.00'	311.87'	63°49'05"	298.00'	N 22°26'11" W
C205	270.00'	224.56'	47°39'09"	218.14'	S 14°21'13" E
C206	270.00'	39.16'	8°18'35"	39.12'	S 05°19'04" W
C207	270.00'	185.40'	39°20'34"	181.78'	S 18°30'30" E
C208	350.00'	217.28'	35°33'58"	213.79'	N 72°07'42" W
C209	250.00'	278.16'	63°49'05"	264.29'	N 22°26'11" W
C210	300.00'	249.51'	47°39'09"	242.38'	S 14°21'13" E
C211	970.00'	178.07'	10°31'05"	177.82'	S 84°49'36" W
C212	940.00'	172.58'	10°31'05"	172.32'	S 84°49'36" W
C213	320.00'	198.64'	35°33'58"	195.46'	N 72°07'42" W
C214	220.00'	245.04'	63°49'05"	232.57'	N 22°26'11" W
C216	330.00'	274.16'	47°39'09"	268.62'	S 14°21'13" E
C217	330.00'	145.83'	25°19'09"	144.64'	S 03°11'13" E
C218	330.00'	128.63'	22°20'00"	127.82'	S 27°00'42" E
C219	70.00'	61.26'	50°13'21"	53.42'	S 28°09'41" W
C220	70.00'	52.02'	42°24'52"	50.83'	S 74°33'38" W
C221(E)	70.00'	18.70'	15°18'13"	18.64'	S 88°11'44" W
C222	50.00'	9.49'	10°52'10"	9.47'	N 78°43'04" W
C223	50.00'	10.11'	11°35'20"	10.10'	N 67°23'19" W
C224	50.00'	20.58'	24°00'53"	20.80'	N 49°41'13" W
C225	50.00'	36.98'	42°22'51"	36.15'	N 16°22'20" W
C226	25.00'	37.93'	86°56'21"	34.40'	S 38°46'05" E
C227	40.00'	42.40'	60°43'42"	40.44'	S 21°27'22" W
C228	400.00'	90.85'	13°30'50"	90.68'	N 42°10'42" E
C229	145.00'	33.42'	13°12'24"	33.35'	S 42°04'55" W
C230	455.00'	117.23'	14°45'42"	116.90'	S 28°05'52" W
C231	250.00'	111.35'	25°31'10"	110.43'	S 07°57'26" W
C232	185.00'	64.58'	20°20'00"	64.25'	N 45°40'17" E
C233(E)	185.00'	24.15'	7°38'48"	24.13'	N 32°24'40" E
C234	215.00'	75.77'	20°11'33"	75.38'	S 45°24'50" W
C235	525.00'	99.44'	10°51'09"	99.29'	S 30°03'09" W
C236	215.00'	110.43'	29°25'44"	109.22'	S 09°54'43" W
C237	30.00'	27.95'	53°23'08"	28.95'	S 50°09'31" W
C238	40.00'	42.69'	61°58'34"	40.69'	N 72°34'38" W
C239	150.00'	28.06'	25°7'15"	28.03'	N 87°24'07" E
C247	215.00'	12.79'	26°03'34"	28.55'	S 11°35'48" E
C248	215.00'	12.84'	3°22'10"	12.84'	S 03°07'04" E
C264	530.00'	90.25'	3°45'22"	90.14'	N 85°02'00" W
C265	540.00'	243.07'	25°47'45"	241.02'	N 87°14'26" W
C266	440.00'	490.69'	63°49'05"	465.14'	N 22°26'11" W
C267(E)	440.00'	243.45'	31°42'05"	240.26'	N 06°22'41" W
C268	215.00'	97.89'	26°02'02"	98.85'	S 48°29'45" W
C269	185.00'	83.44'	25°50'29"	82.73'	N 48°15'31" E
C270(E)	185.00'	19.85'	6°58'49"	19.84'	N 58°26'22" E
C271(E)	280.00'	149.37'	38°33'57"	147.61'	N 05°48'37" W
C272(E)	220.00'	113.77'	29°37'47"	112.51'	N 05°20'32" W
C273(E)	185.00'	4.77'	72°38'39"	4.77'	N 36°24'28" E



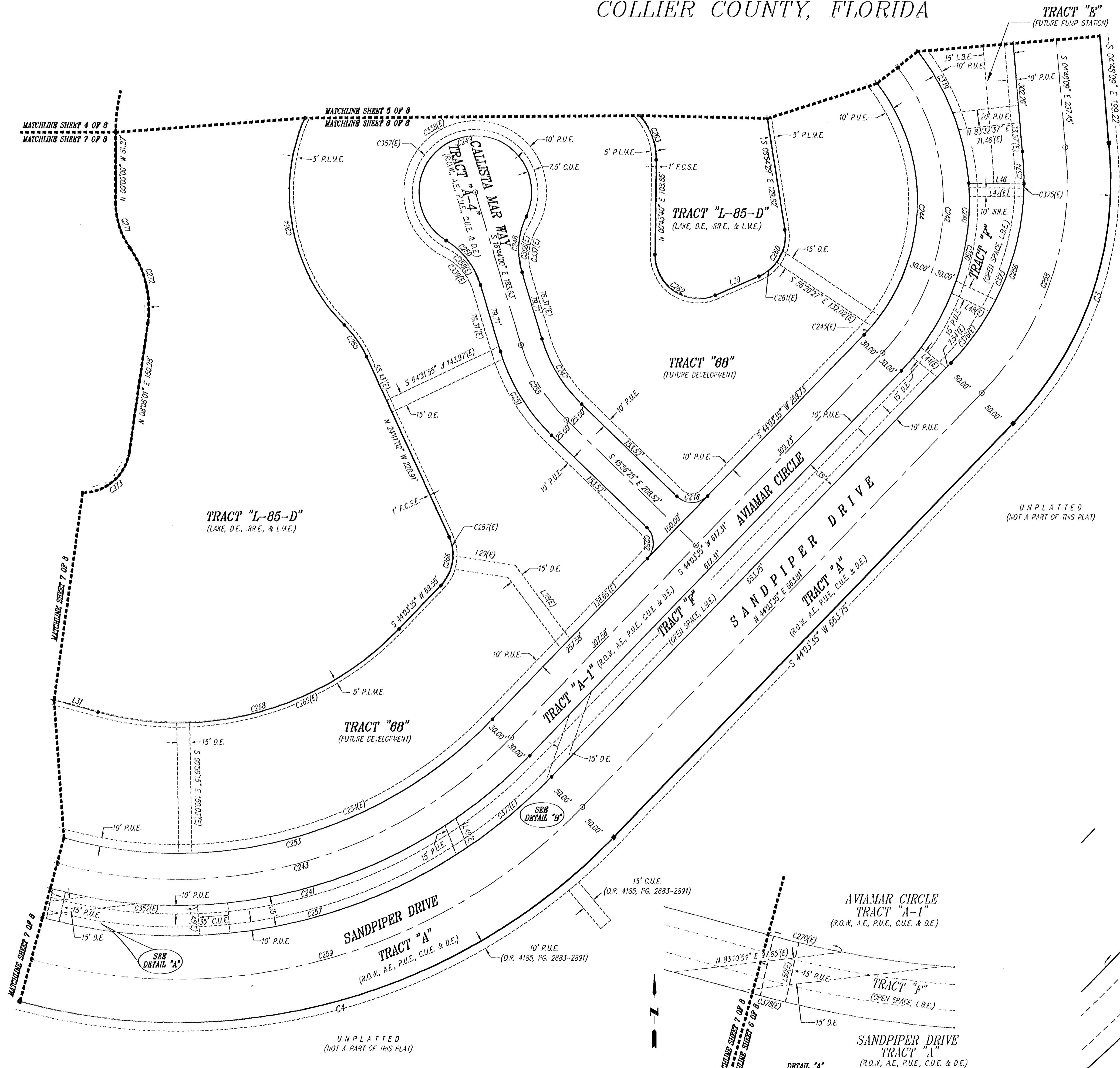
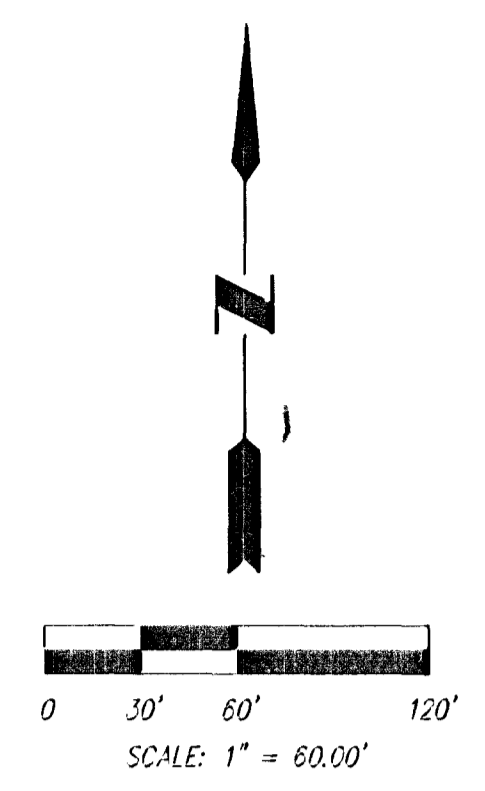
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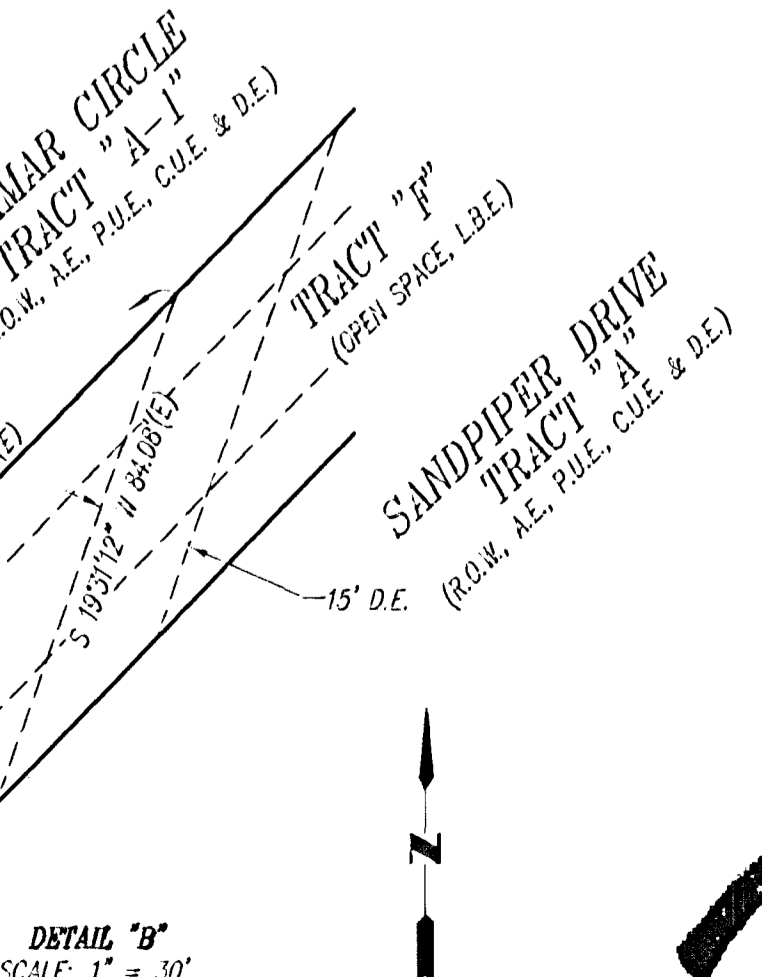
FIDDLER'S CREEK PHASE 5 AVIAMAR, UNIT TWO

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

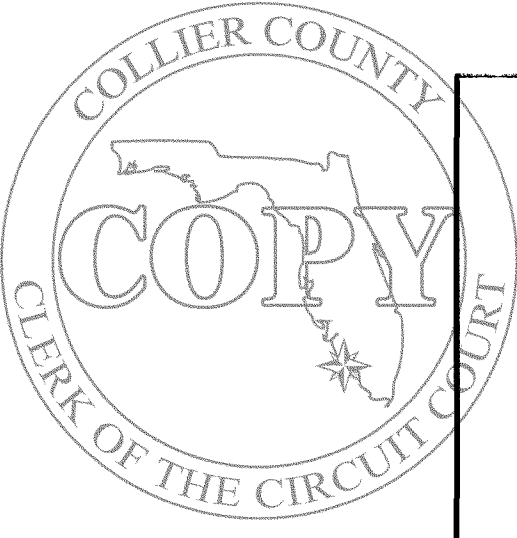


CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C3	398.65'	352.45'	50°39'23"	341.09'	N 18°51'08" E
C4	700.00'	747.13'	61°09'11"	712.17'	N 74°38'11" E
C240	280.00'	401.20'	82°14'22"	368.28'	N 02°58'24" E
C241	585.00'	603.06'	61°09'20"	574.84'	N 74°38'15" E
C242	250.00'	358.84'	82°14'22"	328.82'	N 02°58'24" E
C243	535.00'	571.04'	61°09'20"	544.32'	N 74°38'15" E
C244	220.00'	315.78'	82°14'22"	289.38'	N 02°58'24" E
C245(E)	220.00'	13.08'	32°42'25"	13.08'	N 42°21'23" E
C246	25.00'	39.27'	90°00'00"	35.36'	N 89°03'35" E
C247	175.00'	89.21'	29°12'25"	88.24'	S 31°20'12" E
C248	30.00'	68.14'	42°08'13"	64.68'	S 04°19'08" W
C249	65.00'	299.73'	28°41'25"	28.45'	S 73°18'00" W
C250	30.00'	68.14'	42°08'12"	64.68'	N 37°47'08" W
C251	225.00'	114.70'	29°12'25"	113.16'	S 31°20'12" E
C252	25.00'	39.27'	90°00'00"	35.36'	N 00°56'25" W
C253	505.00'	539.02'	61°09'20"	513.79'	N 74°38'15" E
C254(E)	505.00'	389.15'	44°09'08"	379.59'	N 66°08'08" E
C255	200.00'	101.35'	29°12'25"	100.85'	S 31°20'12" E
C256	298.65'	265.49'	50°58'06"	256.84'	N 18°43'54" E
C257	600.00'	640.40'	61°09'12"	610.43'	N 74°38'11" E
C258	348.65'	309.00'	50°46'51"	298.99'	N 18°47'54" E
C259	650.00'	693.78'	61°09'11"	661.30'	N 74°38'11" E
C260	50.00'	68.07'	75°42'22"	61.36'	N 28°58'42" E
C261(E)	50.00'	25.99'	29°08'43"	25.70'	N 51°54'32" E
C262	50.00'	39.42'	113°55'47"	83.83'	S 56°14'14" E
C263	75.00'	55.94'	42°44'01"	54.65'	N 20°38'21" W
C264	215.00'	257.24'	63°42'40"	242.68'	S 10°53'23" E
C265	125.00'	44.86'	20°33'41"	44.62'	N 24°57'52" W
C266	50.00'	59.99'	88°44'37"	58.48'	N 09°41'17" E
C267(E)	50.00'	22.12'	25°20'52"	21.94'	N 12°00'36" W
C268	355.00'	378.90'	61°09'12"	361.17'	N 74°38'11" E
C269(E)	355.00'	271.33'	43°47'31"	264.78'	N 85°57'21" E
C270(E)	565.00'	43.88'	04°27'01"	43.97'	S 77°00'14" E
C271	30.00'	55.32'	35°12'59"	54.45'	S 17°26'30" E
C272	120.00'	90.72'	43°19'00"	88.58'	N 13°33'29" W
C273	55.00'	78.43'	81°42'22"	71.95'	N 48°57'12" E
C337(E)	62.50'	52.08'	47°44'17"	50.59'	S 07°08'24" W
C338(E)	82.50'	396.68'	275°29'34"	110.95'	S 73°16'00" W
C339(E)	62.50'	52.08'	47°44'17"	50.59'	N 00°16'23" W
C340	280.00'	165.46'	33°51'31"	163.07'	N 21°15'02" E
C350	280.00'	236.43'	48°22'51"	229.47'	N 19°52'10" E
C351(E)	565.00'	172.19'	172°14'2"	171.53'	S 83°10'14" E
C352(E)	73.00'	57.03'	44°45'36"	55.59'	S 09°33'33" W
C353(E)	72.50'	348.60'	275°29'34"	97.50'	S 73°16'00" W
C354(E)	73.00'	57.03'	44°45'36"	55.59'	N 42°01'33" W
C373	298.65'	228.37'	43°09'50"	222.65'	N 22°17'32" E
C374	298.65'	37.12'	70°17'	37.09'	N 03°10'31" W
C375(E)	298.65'	5.00'	05°36'36"	5.00'	N 00°51'55" E
C376(E)	298.65'	74.41'	14°16'34"	74.22'	N 37°02'32" E
C377(E)	600.00'	126.57'	126°51'	126.33'	N 50°06'11" E
C378(E)	600.00'	19.97'	154°26"	19.97'	S 75°44'27" E

LINE TABLE		
LINE	BEARING	LENGTH
L28(E)	N 26°44'04" W	105.62'
L29(E)	S 81°08'52" E	72.71'
L30	S 66°47'53" W	54.88'
L31	N 74°47'13" W	52.50'
L44(E)	S 51°29'44" E	37.41'
L45(E)	S 04°01'24" E	35.02'
L46	N 89°33'08" W	64.07'
L47(E)	N 89°33'08" W	63.45'
L48(E)	S 64°18'23" E	48.63'
L49(E)	S 21°37'10" E	35.87'
L50(E)	S 12°37'51" W	35.00'

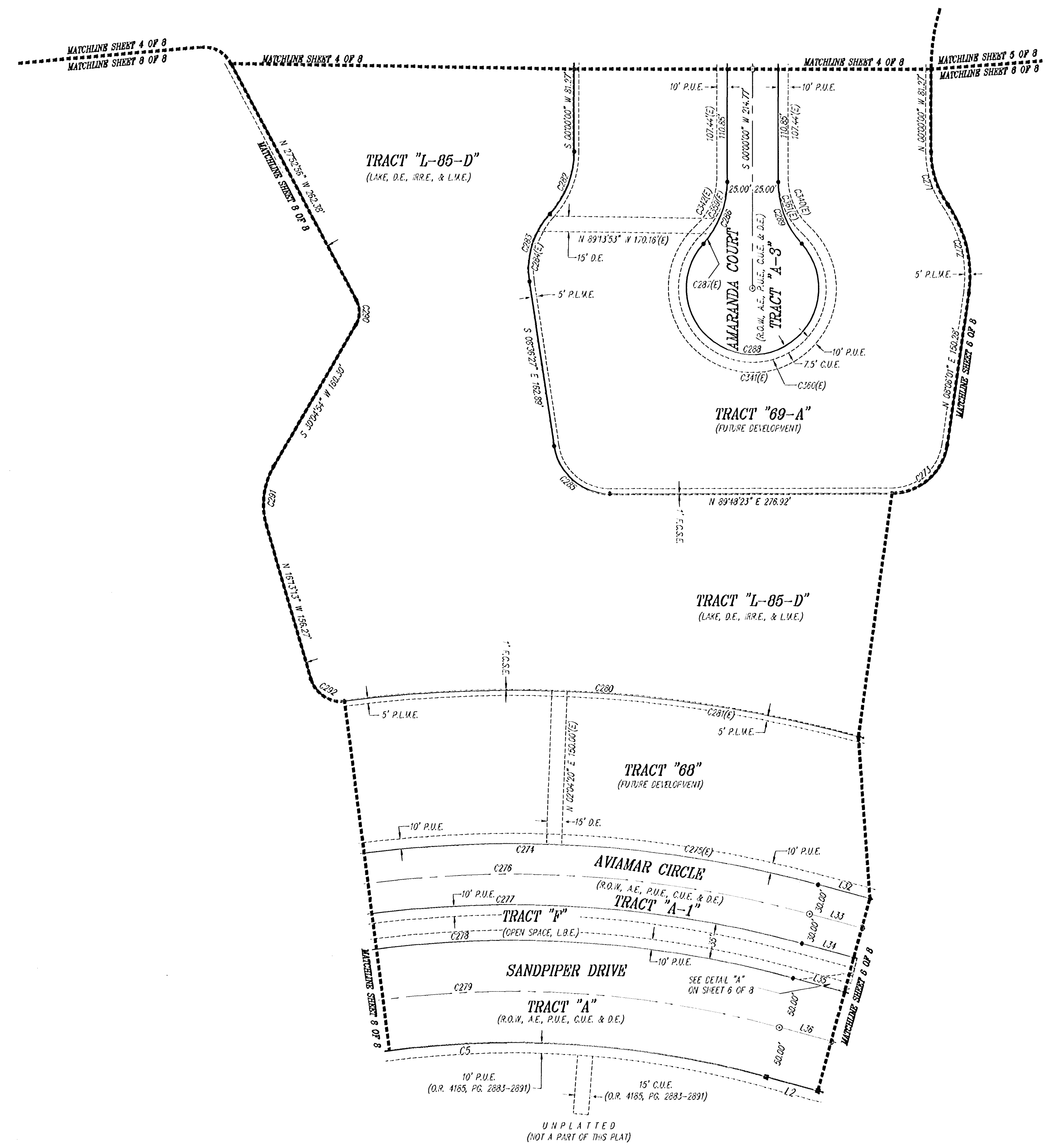
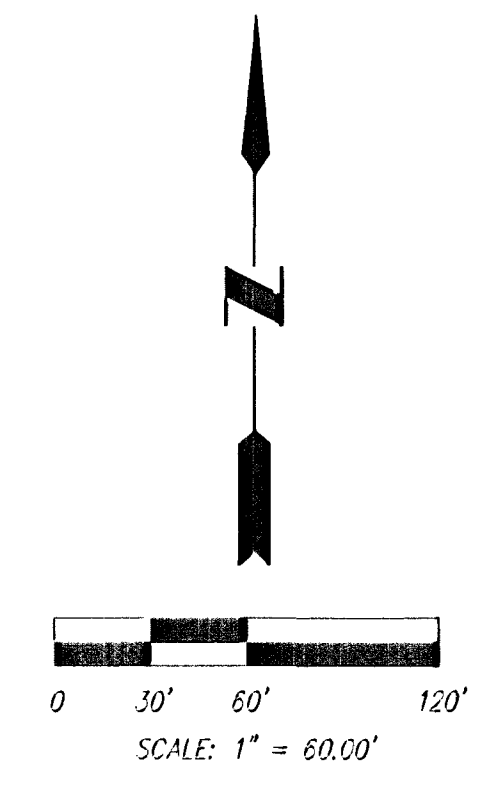


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FIDDLER'S CREEK PHASE 5 AVIAMAR, UNIT TWO

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

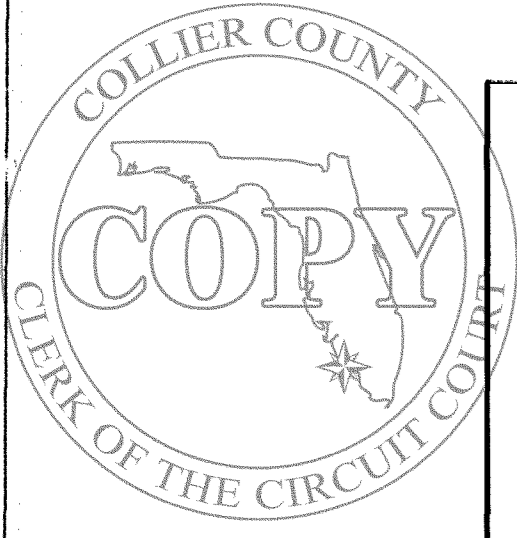


CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C5	248.91'	596.40'	360°40'	568.64'	S 87°13'43" W
C271	90.00'	55.52'	357°59'	54.45'	S 17°26'50" E
C272	120.00'	90.72'	437°00'	88.58'	N 13°33'29" E
C273	55.00'	78.43'	81°42'22"	71.95'	N 48°57'12" E
C274	1143.91'	627.79'	312°41'	619.94'	N 89°29'26" W
C275(E)	1144.10'	255.20'	12°46'50"	254.67'	N 81°09'43" W
C276	1113.91'	611.33'	312°40'	603.68'	S 89°29'26" W
C277	1083.31'	594.66'	312°41'	587.42'	S 89°29'26" W
C278	1048.31'	559.22'	360°33'	648.42'	S 87°13'43" W
C279	998.91'	627.81'	360°31'	617.53'	S 87°13'43" W
C280	1294.10'	569.34'	22°33'03"	568.66'	N 88°02'53" W
C281(E)	1294.10'	289.62'	12°49'23"	289.02'	N 81°11'03" E
C282	90.00'	67.00'	42°39'02"	65.46'	N 21°19'31" E
C283	90.00'	71.57'	51°15'29"	69.21'	S 17°01'18" W
C284(E)	90.00'	50.59'	361°40'7"	49.75'	S 09°30'37" W
C285	55.00'	78.32'	81°35'10"	71.87'	S 49°24'02" E
C286	90.00'	66.14'	42°06'12"	64.68'	N 21°03'06" E
C287(E)	90.00'	12.18'	7°45'09"	12.17'	N 38°13'38" E
C288	65.00'	289.73'	284°12'24"	26.45'	N 90°00'00" E
C289	90.00'	66.14'	42°06'12"	64.68'	S 21°03'06" E
C290	25.00'	25.29'	57°57'50"	24.23'	N 01°05'59" E
C291	75.00'	60.61'	46°18'07"	58.97'	S 06°55'51" W
C292	90.00'	42.47'	81°06'19"	39.01'	S 58°46'22" E
C340(E)	62.50'	52.68'	47°44'47"	50.59'	S 23°52'23" E
C341(E)	62.50'	396.68'	275°29'34"	110.25'	N 90°00'00" E
C342(E)	62.50'	52.68'	47°44'47"	50.59'	N 23°52'23" E
C359(E)	73.00'	57.03'	44°45'36"	55.59'	N 2517'33" E
C260(E)	72.50'	348.60'	275°29'34"	97.50'	N 90°00'00" E
C261(E)	73.00'	57.03'	44°45'36"	55.59'	S 2517'33" E

LINE TABLE		
LINE	BEARING	LENGTH
L12	N 74°47'13" W	52.53'
L32	N 74°47'13" W	52.66'
L33	N 74°47'13" W	52.66'
L34	N 74°47'13" W	52.66'
L35	S 74°47'13" E	52.52'
L36	S 74°47'13" E	52.52'

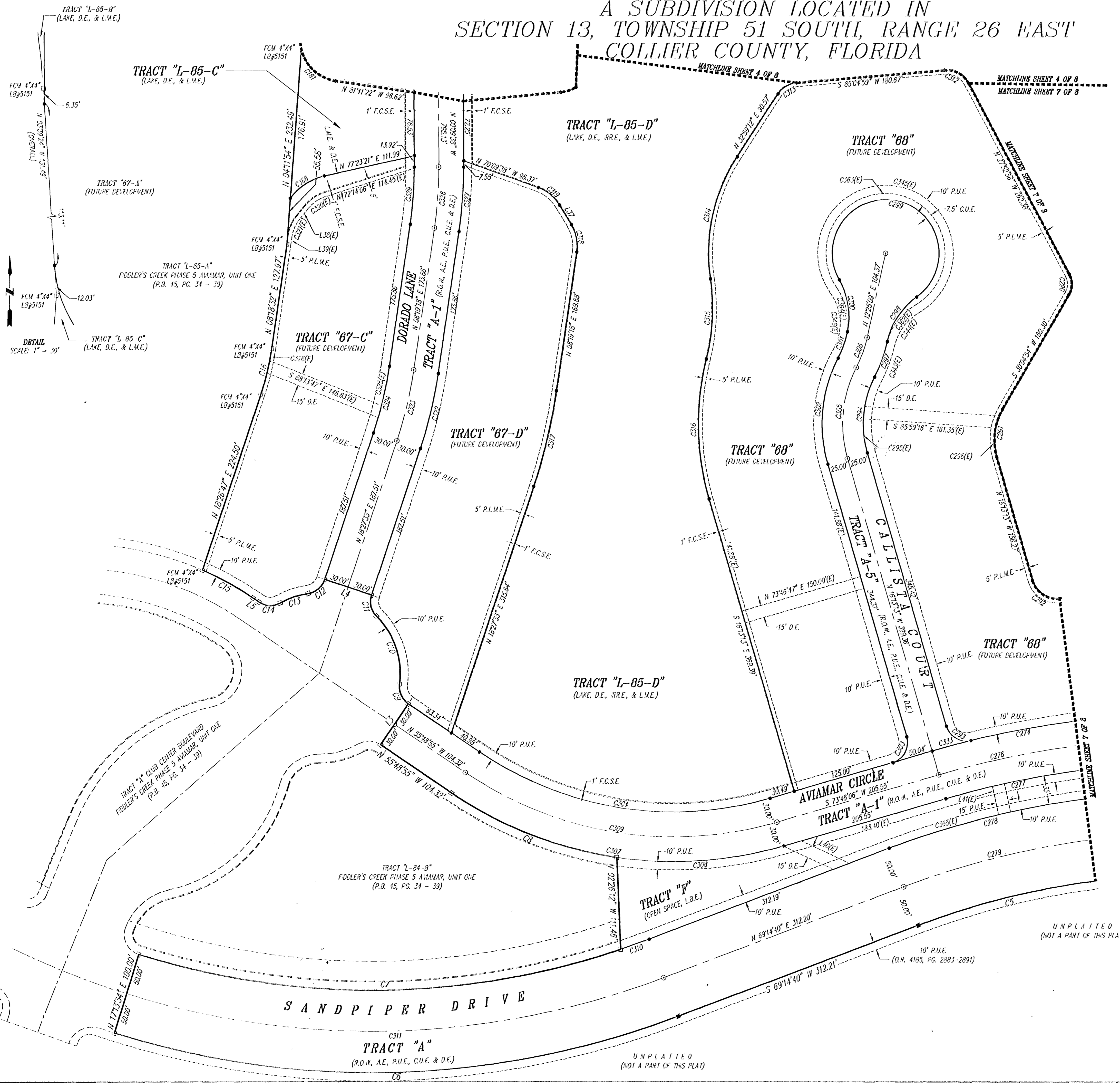
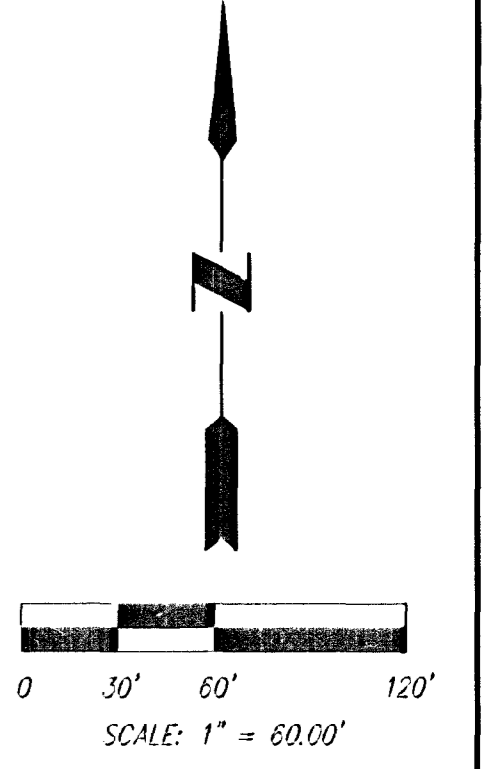
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UNPLATTED
(NOT A PART OF THIS PLAT)



FIDDLER'S CREEK PHASE 5 AVIAMAR, UNIT TWO

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



CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD
C5	348.91'	596.40'	3600'40"	596.64'
C6	1050.00'	698.97'	3313'23"	698.14'
C7	950.00'	595.31'	3558'28"	596.20'
C8	480.00'	217.29'	2558'14"	215.44'
C9	25.00'	27.68'	6326'19"	26.29'
C10	98.00'	89.27'	5238'11"	86.65'
C11	25.00'	27.68'	6326'19"	26.29'
C12	25.00'	27.68'	6326'19"	26.29'
C13	98.00'	26.18'	2109'07"	35.27'
C14	25.00'	27.68'	6326'19"	26.29'
C15	380.00'	70.17'	1034'46"	70.07'
C16	325.00'	57.20'	1028'15"	57.43'
C161	50.00'	68.10'	780'58"	62.25'
C162	22.00'	26.47'	7223'42"	33.76'
C274	1143.91'	627.79'	3128'41"	619.94'
C276	1113.91'	611.33'	3126'40"	603.63'
C277	1628.91'	594.66'	3126'41"	582.42'
C278	1048.91'	659.22'	3600'33"	618.42'
C279	998.91'	627.81'	3600'37"	617.53'
C290	25.00'	25.29'	5757'50"	24.23'
C291	75.00'	60.61'	4678'07"	58.97'
C292	30.00'	42.47'	8106'19"	39.01'
C293	25.00'	38.21'	8733'42"	34.59'
C294	125.00'	94.87'	4323'15"	92.61'
C295(E)	125.00'	42.04'	1916'19"	41.85'
C296(E)	75.00'	35.82'	2722'02"	35.48'
C297	175.00'	45.64'	1456'39"	45.51'
C298	90.00'	66.29'	4211'59"	64.80'
C299	65.00'	292.73'	26412'20"	26.45'
C300	90.00'	64.98'	4122'09"	63.58'
C301	125.00'	33.99'	1534'51"	33.89'
C302	175.00'	132.82'	4329'15"	129.66'
C303	25.00'	39.26'	8959'19"	35.35'
C304	420.00'	369.57'	5024'59"	357.76'
C305	150.00'	113.65'	4329'14"	111.14'
C306	150.00'	38.87'	1450'52"	38.76'
C307	480.00'	422.37'	5024'59"	408.87'
C308	480.00'	205.08'	2428'45"	203.52'
C309	450.00'	395.97'	5024'59"	383.32'
C310	950.00'	26.76'	2131'01"	26.75'
C311	1000.00'	665.83'	3818'57"	653.60'
C312	30.00'	35.10'	6702'05"	33.13'
C313	30.00'	27.28'	5205'47"	26.35'
C314	215.00'	155.11'	4120'10"	151.77'
C315	250.00'	97.73'	2223'56"	97.11'
C316	325.00'	171.70'	3016'11"	168.71'
C317	675.00'	119.43'	1018'15"	119.27'
C318	50.00'	34.24'	3914'28"	33.58'
C319	50.00'	34.24'	3914'28"	33.58'
C320(E)	45.00'	26.04'	3303'16"	25.68'
C321(E)	45.00'	24.17'	3046'18"	23.87'
C322	530.00'	93.77'	1018'15"	93.65'
C323	500.00'	88.47'	1018'15"	88.35'
C324	470.00'	83.16'	1018'15"	83.05'
C325(E)	470.00'	48.55'	5555'07"	48.53'
C326(E)	325.00'	14.38'	2382'28"	14.38'
C327	530.00'	78.46'	828'58"	78.39'
C328	500.00'	74.02'	828'55"	73.95'
C329	470.00'	69.58'	828'56"	69.51'
C333	1143.91'	48.91'	226'59"	48.90'
C343(E)	185.00'	43.68'	1320'27"	42.98'
C344(E)	62.50'	51.34'	4704'03"	49.91'
C345(E)	82.50'	396.63'	2752'36"	110.98'
C346(E)	62.50'	71.38'	6526'12"	67.56'
C363(E)	73.00'	57.16'	4452'01"	55.71'
C363(E)	72.50'	348.56'	2752'36"	97.53'
C364(E)	73.00'	55.95'	4354'57"	54.99'
C365(E)	1049.10'	139.70'	7174'46"	139.59'
C366	70.00'	50.63'	4126'36"	49.54'

LINE TABLE		
L&E	BEARING	LENGTH
L3	N 3411'05" E	60.00'
L4	N 2132'27" W	60.00'
L5	N 5548'55" W	8.48'
L37	N 3055'10" W	27.61'
L38(E)	N 3004'50" E	18.15'
L39(E)	N 0818'32" E	9.48'
L40(E)	N 6519'28" W	64.69'
L41(E)	S 1238'41" E	35.00'

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FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

13

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2021**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 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	\$ 1,609,069	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,609,069
Investments															
Revenue A	-	128,623	165,373	-	-	1	-	25,896	296,171	88,874	-	613,016	-	-	1,317,954
Revenue B	-	-	-	-	176,435	-	194,981	-	-	-	-	-	-	-	371,416
Reserve A	-	52,054	52,054	-	-	-	-	104,092	112,956	37,721	-	150,724	-	-	509,601
Reserve B	-	-	-	-	128,803	-	128,803	-	-	-	192,412	-	-	-	450,018
Prepayment A	-	730	81,235	548	-	2,807	-	28,496	213,250	61,662	-	238,010	-	-	626,738
Prepayment B	-	-	-	-	368	-	93,978	-	-	-	94,646	-	-	-	188,992
Interest	-	1,651	-	-	186	-	146	-	-	-	-	-	-	-	1,983
Construction	-	-	-	-	-	-	-	-	-	-	-	-	280,499	280,710	561,209
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
Accounts receivable	3,116	-	-	-	-	-	-	-	-	-	-	-	-	-	3,116
Undeposited funds	6,728	-	-	-	-	-	-	-	-	-	-	42,670	-	-	49,398
Total assets	<u>\$ 1,621,658</u>	<u>\$183,058</u>	<u>\$324,221</u>	<u>\$ 548</u>	<u>\$306,260</u>	<u>\$ 2,808</u>	<u>\$420,978</u>	<u>\$158,556</u>	<u>\$622,377</u>	<u>\$188,257</u>	<u>\$ 287,058</u>	<u>\$1,044,437</u>	<u>\$ 280,499</u>	<u>\$280,710</u>	<u>\$ 5,721,425</u>
LIABILITIES AND FUND BALANCES															
Liabilities															
Due to other	3,531	-	-	-	-	-	-	-	-	-	-	-	-	-	3,531
Due to other funds															
Debt service fund series 2005	-	25,559	-	-	-	-	-	-	-	-	-	-	-	-	25,559
Debt service fund series 2014-2B	-	-	-	-	-	2,524	-	-	-	-	-	-	-	-	2,524
Due to general fund	-	-	-	321	-	1,974	-	-	-	-	-	-	-	-	2,295
Due to Developer	10,735	-	-	-	-	-	-	-	-	-	-	-	-	-	10,735
Contract payable	-	-	-	-	-	-	-	-	-	-	-	-	60,848	11,363	72,211
Retainage payable	-	-	-	-	-	-	-	-	-	-	-	5,000	-	-	5,000
Due to Fiddler's Creek CDD #1	11,250	-	-	-	-	-	-	-	-	-	-	-	-	-	11,250
Total liabilities	<u>25,516</u>	<u>25,559</u>	<u>-</u>	<u>321</u>	<u>-</u>	<u>4,498</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>65,848</u>	<u>11,363</u>	<u>133,105</u>
DEFERRED INFLOWS OF RESOURCES															
Deferred receipts	450	-	-	-	-	-	-	-	-	-	-	-	-	-	450
Total deferred inflows of resources	<u>450</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>450</u>
Fund balances:															
Restricted for:															
Debt service	-	157,499	324,221	227	306,260	(1,690)	420,978	158,556	622,377	188,257	287,058	1,044,437	-	-	3,508,180
Capital projects	-	-	-	-	-	-	-	-	-	-	-	-	214,651	269,347	483,998
Unassigned	1,595,692	-	-	-	-	-	-	-	-	-	-	-	-	-	1,595,692
Total fund balances	<u>1,595,692</u>	<u>157,499</u>	<u>324,221</u>	<u>227</u>	<u>306,260</u>	<u>(1,690)</u>	<u>420,978</u>	<u>158,556</u>	<u>622,377</u>	<u>188,257</u>	<u>287,058</u>	<u>1,044,437</u>	<u>214,651</u>	<u>269,347</u>	<u>5,587,870</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,621,658</u>	<u>\$183,058</u>	<u>\$324,221</u>	<u>\$ 548</u>	<u>\$306,260</u>	<u>\$ 2,808</u>	<u>\$420,978</u>	<u>\$158,556</u>	<u>\$622,377</u>	<u>\$188,257</u>	<u>\$ 287,058</u>	<u>\$1,044,437</u>	<u>\$ 280,499</u>	<u>\$280,710</u>	<u>\$ 5,721,425</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 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	80,732	80,731	100%
Interest & miscellaneous	15	11,821	7,500	158%
Total revenues	<u>6,743</u>	<u>2,124,171</u>	<u>2,115,311</u>	100%
EXPENDITURES				
Administrative				
Supervisors	-	11,411	14,369	79%
Management	7,056	84,662	84,662	100%
Assessment roll preparation	-	22,500	22,500	100%
Audit	-	16,500	16,500	100%
Legal - general	13,394	31,367	25,000	125%
Engineering	5,375	69,750	40,000	174%
Telephone	26	313	313	100%
Postage	297	3,274	2,000	164%
Insurance	-	18,613	10,509	177%
Printing and binding	50	595	595	100%
Legal advertising	1,361	1,361	2,000	68%
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	88	1,718	10,000	17%
Total administrative	<u>27,647</u>	<u>297,746</u>	<u>263,773</u>	113%
Field management				
Field management services	952	11,424	11,424	100%
Total field management	<u>952</u>	<u>11,424</u>	<u>11,424</u>	100%
Water management				
Other contractual	11,584	105,590	147,494	72%
Fountains	11,724	191,598	145,000	132%
Total water management	<u>23,308</u>	<u>297,188</u>	<u>292,494</u>	102%
Street lighting				
Contractual services	-	10,379	20,000	52%
Electricity	586	7,127	16,000	45%
Capital outlay	-	-	10,000	0%
Miscellaneous	-	-	1,000	0%
Total street lighting	<u>586</u>	<u>17,506</u>	<u>47,000</u>	37%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
Landscaping				
Other contractual	86,126	772,217	1,059,000	73%
Other contractual-mosquito spraying	12,392	47,501	23,000	207%
Improvements and renovations	-	19,433	75,000	26%
Contingencies	-	-	5,000	0%
Total landscaping	<u>98,518</u>	<u>839,151</u>	<u>1,162,000</u>	72%
Roadway maintenance				
Contractual services (street cleaning)	570	3,420	5,000	68%
Roadway maintenance	3,469	200,525	75,000	267%
Total roadway services	<u>4,039</u>	<u>203,945</u>	<u>80,000</u>	255%
Irrigation				
Controller repairs & maintenance	405	1,154	2,000	58%
Other contractual-irrigation manager	12,500	50,000	50,000	100%
Supply system	8,472	120,986	132,716	91%
Total irrigation	<u>21,377</u>	<u>172,140</u>	<u>184,716</u>	93%
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>176,427</u>	<u>1,873,975</u>	<u>2,115,311</u>	89%
Excess/(deficiency) of revenues over/(under) expenditures	(169,684)	250,196	-	
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	(169,684)	250,336	-	
Fund balances - beginning	1,765,376	1,345,356	1,044,066	
Fund balances - ending	<u>\$ 1,595,692</u>	<u>\$ 1,595,692</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 SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 33,653	\$ 33,600	100%
Interest	1	16	-	N/A
Total revenues	<u>1</u>	<u>33,669</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	1	11,554	10,837	
Fund balances - beginning	157,498	145,945	154,380	
Fund balances - ending	<u>\$ 157,499</u>	<u>\$ 157,499</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 SEPTEMBER 30, 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	1	20	-	N/A
Total revenues	<u>1</u>	<u>275,414</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	1	55,808	7,038	
Fund balances - beginning	324,220	268,413	229,123	
Fund balances - ending	<u>\$ 324,221</u>	<u>\$ 324,221</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 SEPTEMBER 30, 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 SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 372,932	\$ 372,345	100%
Interest	1	23	-	N/A
Total revenues	<u>1</u>	<u>372,955</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	1	5,410	2,457	
Fund balances - beginning	306,259	300,850	278,087	
Fund balances - ending	<u>\$ 306,260</u>	<u>\$ 306,260</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 SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 536,598	\$ 536,600	100%
Assessment prepayments	(44,597)	-	-	N/A
Interest	-	1	-	N/A
Total revenues	<u>(44,597)</u>	<u>536,599</u>	<u>536,600</u>	100%
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	(44,597)	(1)	-	
Fund balances - beginning	42,907	(1,689)	217,530	
Fund balances - ending	<u>\$ (1,690)</u>	<u>\$ (1,690)</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 SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 425,896	\$ 425,226	100%
Special assessment - direct bill	669	669	-	N/A
Assessment prepayments	66,896	89,194	-	N/A
Interest	2	27	-	N/A
Total revenues	<u>67,567</u>	<u>515,786</u>	<u>425,226</u>	121%
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	67,567	99,676	923	
Fund balances - beginning	353,411	321,302	313,519	
Fund balances - ending	<u>\$ 420,978</u>	<u>\$ 420,978</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 SEPTEMBER 30, 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	-	N/A
Interest	1	13	-	N/A
Total revenues	<u>1</u>	<u>733,577</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	1	(26,517)	-	
Fund balances - beginning	158,555	185,073	131,250	
Fund balances - ending	<u>\$ 158,556</u>	<u>\$ 158,556</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 SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 253,026	\$ 260,341	97%
Assessment prepayments	23,157	185,999	-	N/A
Lot closing	-	22,946	-	N/A
Interest	2	36	-	N/A
Total revenues	<u>23,159</u>	<u>462,007</u>	<u>260,341</u>	177%
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	23,159	114,588	(1)	
Fund balances - beginning	599,218	507,789	414,109	
Fund balances - ending	<u>\$ 622,377</u>	<u>\$ 622,377</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 SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 83,568	\$ 85,985	97%
Assessment prepayments	6,529	51,486	-	N/A
Lot closing	-	6,740	-	N/A
Interest	1	11	-	N/A
Total revenues	<u>6,530</u>	<u>141,805</u>	<u>85,985</u>	165%
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	6,530	33,246	-	
Fund balances - beginning	181,727	155,011	128,562	
Fund balances - ending	<u>\$ 188,257</u>	<u>\$ 188,257</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 SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 132,812	\$ 132,813	100%
Assessment prepayments	-	92,391	-	N/A
Interest	1	17	-	N/A
Total revenues	<u>1</u>	<u>225,220</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	1	92,408	-	
Fund balances - beginning	287,057	194,650	194,632	
Fund balances - ending	<u>\$ 287,058</u>	<u>\$ 287,058</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 SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 1,279,154	\$ 1,281,032	100%
Assessment prepayments	-	309,095	-	N/A
Lot closing	-	77,723	-	N/A
Interest	5	72	-	N/A
Total revenues	<u>5</u>	<u>1,666,044</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	5	187,762	(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	5	187,622	(23,922)	
Fund balances - beginning	1,044,432	856,815	733,154	
Fund balances - ending	<u>\$ 1,044,437</u>	<u>\$ 1,044,437</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 SEPTEMBER 30, 2021**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
Interest & miscellaneous	\$ 2	\$ 73
Total revenues	<u>2</u>	<u>73</u>
EXPENDITURES		
Capital outlay	<u>48,326</u>	<u>848,733</u>
Total expenditures	<u>48,326</u>	<u>848,733</u>
Excess/(deficiency) of revenues over/(under) expenditures	(48,324)	(848,660)
Fund balances - beginning	262,975	1,063,311
Fund balances - ending	<u>\$ 214,651</u>	<u>\$ 214,651</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND 2015
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 2	\$ 25
Total revenues	2	25
EXPENDITURES		
Capital outlay	10,382	13,998
Total expenditures	10,382	13,998
Excess/(deficiency) of revenues over/(under) expenditures	(10,380)	(13,973)
Fund balances - beginning	279,727	283,320
Fund balances - ending	\$ 269,347	\$ 269,347

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

14

DRAFT

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

The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held 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.

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	District Engineer
Ron Albeit	Foundation General Manager
Joe Parisi	Developer’s Counsel
Dan Frechette	Fiddler’s Creek Security
Richard Renaud	Fiddler’s Creek Security
Todd Lux	Fiddler’s Creek Director of Facilities
Joan Smith	Resident
Deborah Woods (via telephone)	Resident
Margie Cardillo	Resident
Jonathon and Rhonda Ile	Residents

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 10:02 a.m. Supervisors DiNardo, Miller, Viegas and Nuzzo were present in person. Supervisor Klug was not present.

SECOND ORDER OF BUSINESS

Public Comments: Non-Agenda Items

There were no public comments.

THIRD ORDER OF BUSINESS

Update: Line of Credit for Impending Hurricane Season

43 Mr. Adams stated his last communication with IberiaBank was that the submitted
44 documentation was being reviewed and, as he had not heard anything in two weeks, he would
45 follow up on the application. Mr. Miller asked to be advised if there is no response so that he
46 can reach out to his contact.

47 Mr. Miller asked if the terms of the credit line were discussed and whether they would
48 be the same as the Letter of Credit for CDD #1. Mr. Adams stated he would expect the terms to
49 be similar. The CDD would be required to maintain a \$300,000 deposit; however, the
50 Agreement stipulates that the CDD is not required to use those funds prior to accessing the line
51 of credit. Mr. Miller stated he wanted it clarified that the \$300,000 is not collateral. Mr. Adams
52 stated the same language utilized for CDD #1 would be included in the CDD #2 Agreement.

53 Ms. Viegas asked Mr. Adams if the other banks she and Mr. Pires suggested were
54 contacted or if he felt comfortable that IberiaBank would approve the line of credit. Mr. Adams
55 stated he was comfortable that the line of credit would be approved.

56

57 **FOURTH ORDER OF BUSINESS**

Health, Safety and Environment Report

58

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

60 ➤ Tree Canopy Trimming: Fruited palms were trimmed in September except for those on
61 the north buffer wall along US 41, that would be trimmed in October. High palm trees in the
62 buffer around Veneta that require special equipment would be completed in October.

63 Mrs. Adams stated the sabal palms in Veneta have not been trimmed. Mr. Lux stated he
64 would check the schedule and advise Mrs. Adams of when they will be trimmed.

65 Mr. Miller asked if Juniper leaves its equipment on site. Mr. Lux stated, when the high
66 palms are being trimmed, Juniper is permitted to leave some equipment on site; Juniper
67 typically has a crew working in Fiddler's Creek every day.

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

69 ➤ Pressure Washing: Crews encountered some rain delays. Work was underway on
70 Fiddler's Creek Parkway. Crews perform equipment maintenance and repairs when working
71 conditions are unsafe to perform cleaning.

72 Mr. Miller asked if the new equipment was in use. Mr. Lux stated it was not. A Purchase
73 Order was signed and the equipment should be delivered in December. The new equipment will
74 have an enclosed cab with air conditioning and will be much more efficient. The current

75 equipment requires two passes to clean both the curb and valley gutter, but the new
76 equipment will clean the curb and valley gutter in one pass.

77 ➤ For the next 30 days, pressure washing on Fiddler's Creek Parkway would continue in
78 the CDD #1 villages and on Club Center Boulevard.

79 Before and after photos of pressure washing the Sandpiper gatehouse at the US 41
80 entrance and maps of completed, ongoing and scheduled pressure washing were displayed. Mr.
81 Miller asked how long it takes to pressure clean the entire community. Mr. Lux stated that it
82 takes a year. While every community is pressure cleaned once a year, the schedule is planned
83 for 11 months to allow for equipment and weather delays and vacations. Monuments are
84 cleaned during community cleaning and those that do not need to be cleaned when scheduled
85 may be postponed until necessary. Unsafe sidewalks are prioritized over aesthetic cleanings.
86 Additional cleanings would be scheduled, when necessary, upon request. When new
87 equipment is received, the old equipment would be retained and maintained as backup
88 equipment.

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

90 Mr. Frechette introduced Mr. Richard Renaud, afternoon Supervisor.

91 Mr. Frechette reviewed a PowerPoint presentation and provided the following updates:

92 ➤ Update – Gate Access Procedures: Anyone calling 911 for an emergency was asked to
93 inform Community Patrol about the incident.

94 ➤ Gate Access: The average per day of the week and monthly totals for each day of the
95 week were presented.

96 Mr. Miller asked if there were two simultaneous roving patrols. Mr. Frechette stated
97 that, the majority of the time, there are two simultaneous roving patrols. Asked if one was in
98 CDD #1 and one was in CDD #2, Mr. Frechette discussed the patrol areas and stated they are
99 not split in that way; rather, they run continuously in designated areas as the needs dictate.
100 Asked if he would consider splitting the patrols between CDD #1 and CDD #2, Mr. Frechette
101 stated he would consider it. It may be beneficial so the patrols could get to know the areas and
102 residents.

103 ➤ Occupancy: 929 units were occupied, which was a decrease from last month.

104 ➤ Incidents: The "Officer Complaints" category was changed to "Officer Observations".
105 Parking incidents decreased greatly, but still represented the greatest number of incidents.

106 Mr. Miller asked what "Resident Complaints" referred to. Mr. Renaud and Mr. Lux
107 stated complaints could include things such as a knocked down stop sign, an irrigation break, a
108 dumpster parked on the road, etc.

109 ➤ Staffing: Numerous applications were received for the open positions. Interviews were
110 underway.

111 Mr. Miller asked for the full complement for staffing. Mr. Frechette stated the
112 department would be fully staffed with 21 and there were currently 19. One new access control
113 officer would be dedicated to access control, the radio-frequency identification (RFID) program,
114 and updating the database.

115 Ms. Viegas asked what happened to the Dorado sales sign at the entrance to Aviamar
116 because there were orange cones where it was located. Mr. Frechette believed it was taken
117 down for maintenance. Ms. Viegas asked if the vendor RFID program was completed yet. Mr.
118 Frechette stated it was still being implemented. The RFID vendor was creating a separate group
119 which would be helpful.

120 Resident Joan Smith asked if renters receive RFID stickers for their vehicles. Mr.
121 Frechette stated that renters can pay for an RFID sticker that would be deactivated at the end
122 of the lease, or they can request a temporary or paper pass.

123 Mr. Parisi stated that there should be no rentals shorter than one month and asked to
124 be notified if any renter makes such a request.

125 Discussion ensued about a Millbrook resident's observations regarding a rental home
126 that may be subleasing for fewer than 30 days. Mr. Miller stated that subleasing is a very
127 serious matter of which The Foundation is aware. Mr. Parisi discussed The Foundation's
128 attempts to follow people, identify those involved, and notify property owners and rental
129 websites, such as Airbnb, that rentals of less than 30 days are not allowed in Fiddler's Creek. He
130 asked to be informed of suspected violations.

131 Mr. Miller stated that short-term leases are not permitted. Long-term rentals are not an
132 issue.

133 Mr. Nuzzo asked for the policy for unauthorized vehicles, such as SUVs parking
134 overnight. Mr. Frechette stated unauthorized vehicles are tagged right away. After multiple
135 tags, a violation letter is sent. Tickets are not issued for the first offense.

136 Mrs. Adams asked if The Foundation would re-implement streetlight outage reports
137 because she has not seen one in a long time. Mr. Renaud stated he did not realize she should
138 receive the reports. He would send them to her going forward. Mr. Miller stated the CDD is
139 responsible for the streetlights and outages should be reported to the contractor, Bentley
140 Electric (Bentley), right away when necessary. Mrs. Adams stated she contacted Bentley
141 following the last meeting as there was a list of outages within the community.

142

143 **FIFTH ORDER OF BUSINESS**

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

144

145

146

147 Mr. Pires stated that Mr. Cole distributed an update on the possible remedial action
148 plan discussed at the last meeting.

149 Mr. Cole stated he received proposals from GulfScapes and LandCare concerning
150 different options for drainage piping along the rear swale. He distributed an email with the
151 proposals and a diagram. The GulfScapes proposal to install drainage piping and a few yard
152 drains was approximately \$16,400 and their proposal for removing the ficus hedge and
153 installing a swale per the original plan and reinstalling landscaping was \$61,000. LandCare's
154 proposal for drainage piping only was approximately \$91,000 and their proposal for the more
155 extensive repair was approximately \$146,000.

156 Mr. Cole stated his previous estimate for the simpler fix was \$20,000. He recommended
157 selecting the less extensive GulfScapes option for installation of drainage pipes along the green
158 space buffer areas on the west side of Fiddler's Creek Parkway just adjacent to Amador. This
159 option would collect the water into the lake, where it was intended to go in the first place,
160 without all the cost and effort of removing the ficus hedge, etc.

161 Mr. Pires stated on the detailed diagram it appeared that the proposed yard drains
162 would be located within the 15' wide drainage easement. Mr. Cole stated that the Lot 7 yard
163 drain is currently outside the drainage easement on the homeowner's property. Mr. Cole said
164 the two new proposed yard drains would be within the 15' drainage easement.

165 Mr. Pires recommended that the yard drains currently located outside the drainage
166 easement be moved into the easement. Ms. DiNardo stated that none of the new drainage

167 would be attached to the homeowners' existing drainage. Mr. Miller expressed concern about
168 the CDD participating in drainage outside of the drainage easement.

169 Mr. Cole stated he understood the concern and discussed the following:

170 ➤ Lots 6 and 7: Two new yard drains would be installed inside the drainage easement.

171 ➤ Lots 4 and 5: The new yard drains shown would be installed inside the drainage
172 easement.

173 ➤ Lots 1, 2, and 3: Existing yard drains already tied into the lake, which were not proposed
174 for any revision, are drained by yard drains installed by Taylor Morrison (TM) outside the
175 drainage easement.

176 Mr. Miller asked if property owners are aware of this information. Mr. Cole stated that
177 TM advised him that they would work to remedy the lots as necessary. Mr. Miller stated he
178 would like to get indemnity on liability from TM for the homeowners.

179 Mr. Pires stated the scope of work needed to be agreed upon, as the scope of work
180 would dictate what indemnifications, if any, would be necessary. If the yard drains would
181 remain in Lots 1, 2, and 3 and they are not District facilities, the property owners would be
182 responsible for maintaining those yard drains.

183 Mr. Miller stated he wants to insist on an indemnity from TM so there are no claims
184 from homeowners that the CDD should have remediated.

185 Ms. DiNardo felt that the homeowners of Lots 1, 2 and 3 need to be notified that they
186 are responsible for drainage located outside the easement.

187 Mr. Cole stated the GulfScapes proposal is \$16,400 and suggested a budget of \$20,000
188 be established to account for a contingency and any other additions, such as adding yard
189 drains. Mr. Miller felt that the contingency was reasonable. He thought the concern is about
190 who would pay and stated that, in his opinion, it should be TM and not CDD #2.

191 Mr. Cole stated TM indicated they would work with Lot 1, 2 and 3 homeowners, where
192 the existing yard drains are outside the easement. It is not as easy as installing additional yard
193 drains because there is a berm. These yard drains are where they are because they are in the
194 low points.

195 Ms. DiNardo asked if Mr. Cole brought it to TM's attention that they would be
196 responsible for whatever the CDD is doing on their behalf. Mr. Cole stated he had not.

197 Mr. Miller stated the consensus was that TM is responsible for the \$20,000 repair. He
198 reminded the Board that it took Mr. Cole six months to get this meeting. Mr. Cole stated he has
199 been working on this issue for two years.

200 Ms. Viegas asked if the need to move the drains in Lots 6 and 7 was because they do not
201 currently flow into the lake. Mr. Cole responded affirmatively and stated TM installed yard
202 drains to the County canal rather than the internal lake.

203 Mr. Miller expressed concern that even the remedial action is outside the easement.

204 Mr. Parisi stated he was working with TM to remediate issues on the rear lots in Oyster
205 Harbor (OH). He stated if Mr. Cole would send this issue to him, he would add it to his list of
206 complaints for TM to address.

207 Mr. Miller stated that would be good. He stated that he was also concerned that the
208 remediation of the issue is a continuation of the facilities being outside the drainage easement.
209 He felt that the issue may impact the ability to sell the lots and reiterated the need for
210 indemnification from TM. Mr. Parisi stated it would behoove TM to have owners sign off on the
211 work to be done. Mr. Miller stated he wants the indemnity from TM and for TM to pay all the
212 CDD's Engineering and Legal fees incurred for the services of Mr. Cole and Mr. Pires related to
213 this matter. Mr. Parisi asked for the information to be sent to him. He would contact TM and
214 include Mr. Pires on the email. Mr. Miller thanked Mr. Parisi for his assistance. Discussion
215 ensued regarding various attachments and the parties to receive a copy of the email
216 correspondence with TM.

217 Ms. DiNardo asked if the drainage issues being discussed are the ones causing lake
218 erosion. Mr. Cole stated they were not. Those would be discussed shortly.

219 Mr. Miller asked Mr. Pires and Mr. Cole to forward their fees to Mr. Parisi to send to TM.
220

221 **SIXTH ORDER OF BUSINESS**

Developer's Report/Update

222

223 Mr. Parisi reported the following:

224 ➤ Approval was received from Publix for the service exit rolling gate work to be done.
225 Permits should be received, the gate fabricated, and work completed within six to eight weeks.

226 ➤ Certificates of Occupancy (CO) for the gatehouse were received and would be provided
227 to Mr. Adams. A link to all warranty documentation would be shared to all.

228 ➤ Kumamoto Lane: Work has been delayed in part due to rain. He hoped the holes would
229 be filled by the end of the week. The curbs need to be corrected. When TM is done, asphalt
230 would be installed on Belon Lane, Quilcene Lane, and Kumamoto Lane.

231 Ms. Viegas asked if a resolution on the undeveloped land in Amaranda was reached. Mr.
232 Parisi stated he believed there is a Maintenance Agreement between CDD #2 and Amaranda's
233 HOA. Ms. Viegas stated that is a different area.

234 Mrs. Adams stated there were two different areas. The Maintenance Agreement
235 provided for Pulte to install landscape beds in CDD property and for the HOA to irrigate,
236 landscape, and maintain them. Beyond that lies a section of undeveloped property that belongs
237 to the CDD. Mr. Parisi stated the land would not be developed. Mrs. Adams stated the CDD
238 bushhogs that area and noted there is no irrigation in the area in question.

239 Mr. Miller asked Mr. Adams to look up the property in question.

240 Ms. DiNardo stated it would not be possible to landscape the land without irrigation.
241 The CDD began bushhogging the land to alleviate resident complaints about the growth. Mrs.
242 Adams asked why the land was deeded to the CDD.

243 Upon locating the property in question, Mr. Adams stated the owner of the land was
244 listed as FCC Preserve. Mr. Pires stated the preamble on the Agreement with Amaranda states
245 that the land is dedicated to the CDD as open space for landscaping purposes which gives the
246 opportunity but not necessarily the obligation to the CDD to do the landscaping. Possible uses,
247 obligations, and maintenance of the land were discussed. Mr. Miller stated the CDD needs to
248 decide what, if anything, is to be done with the property, meaning do nothing and continue to
249 pay for minimal maintenance, enhance the property with landscaping, or do nothing.

250 Mr. Miller stated the alternatives were the following:

- 251 1. Continue bushhogging and do only minimum maintenance.
- 252 2. Enhance the property with decorative plantings.
- 253 3. Do nothing.

254 Ms. Viegas motioned to do nothing and stated that she does not believe the property
255 belongs to the CDD. Ms. DiNardo seconded the motion.

256 Ms. DiNardo stated she understands the reason for the CDD not to maintain the area,
257 but it would be necessary to explain to residents why the area is not being maintained. Ms.

258 Viegas voiced her opinion that homeowners would not complain because the landscaped areas
259 hide the tract behind it.

260 Mr. Cole stated, to the best of his recollection, the tract is dedicated to CDD #2 for
261 maintenance and, while the level of maintenance is up for debate, doing nothing is not an
262 option. Because the tract is dedicated for maintenance purposes, a maintenance schedule may
263 be developed. Mr. Pires stated he would review the plat to determine whether a maintenance
264 obligation exists and the minimum maintenance obligations, if the CDD is obligated to maintain
265 the area.

266 This motion was tabled until the next meeting.

267

268 **SEVENTH ORDER OF BUSINESS**

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

269

270 Mr. Miller asked Mr. Cole to respond to the following:

271 ➤ Mr. Nuzzo's issue regarding OH and the lake.

272 ➤ Mr. Frank Sodano's email related to road construction.

273 Ms. Viegas stated Mr. Parisi already addressed the issues in Mr. Sodano's email and
274 stated the roads do not belong to the CDD yet. Mr. Miller stated he still wanted to hear from
275 Mr. Cole in case the road could be repaired now.

276 Mr. Cole stated Mr. Parisi addressed the issues and indicated cleanup would be done
277 and the potholes would be patched as necessary. At the appropriate time, the final lift of
278 paving would be done.

279 Mr. Parisi stated he hoped the holes in the asphalt would be repaired by the end of the
280 week. He believed the work on Belon Lane and the other streets was completed and the valley
281 gutter was done. He hoped the big patches on Kumamoto Lane would be done by the end of
282 the week, if rain does not cause further delays. He stated Belon Lane might be completed early.

283 **A. Update: Cost Estimates for Proposed Remedial Plan, Plats and Pool Permits**

284 **I. Proposals to Install Yard Drains Outside the Ficus Hedge (*to be provided under***
285 ***separate cover*)**

286 **II. Proposals to Remove Ficus Hedge and Have Yard Drains Installed in Correct**
287 **Locations (*to be provided under separate cover*)**

288 These items were presented during the Fifth Order of Business.

289 **B. Lake Erosion Report**

290 Mr. Cole reported the following:

291 ➤ There were numerous emails and calls regarding the lake erosion repairs in OH. TM has
292 been out the last few weeks and TM's contractor Ryangolf is repairing the lake banks.

293 ➤ Inspectors have been out and talked to several homeowners to explain what is being
294 done. Work was being done in every lake adjacent to homes in OH.

295 ➤ There have been many inspections and reinspections of completed work. There has
296 been a lot of rain and the lakes were inspected again after the rains.

297 ➤ Some lake work was completed. Lake 7 is being finished now.

298 ➤ Several inspections were done with TM before the work started. Staff identified what
299 work is TM's responsibility and what work is the responsibility of the homeowners.

300 ➤ TM chose to perform all the repairs. A dozen homeowners did some work that TM did
301 not do. The locations of those repairs were noted.

302 ➤ All repairs must be completed before the CDD accepts responsibility for the lakes. TM
303 getting paid for what homeowners may have been responsible for is not Staff's issue, but those
304 repairs would be identified.

305 ➤ TM repaired long stretches of erosion identified by the CDD.

306 ➤ Lake erosion continuously occurs due to water and wind lapping against the banks.
307 Areas that are not considered TM's responsibility were identified. Those areas would be
308 monitored and added to the Annual Lake Erosion Repair Project list. Some homeowners may
309 not be satisfied with that action, but that is the CDD's procedure.

310 ➤ So far, the work done by TM has been satisfactory. Some punch list items would be
311 addressed over the next couple of weeks.

312 Mr. Nuzzo stated, as he discussed with Mr. Cole, many new OH residents complain
313 because they are uninformed. He realizes Mr. Cole is proactive, but noted that sod was installed
314 and then torn up and then reinstalled. He felt that any damage to a homeowner's property
315 should be TM's responsibility. Mr. Cole stated, in some cases, TM is going between the homes
316 to access the lakes. Staff would be monitoring for any damage.

317 Mr. Miller asked if geotubes would be needed at some point. Mr. Cole stated, at some
318 point, geotubes would likely be needed, but it is not imminent based on the current conditions.
319 Geotubes could be needed within a few years.

320 Mr. Nuzzo asked about a resident concern about fungus in the lakes. Mr. Cole stated he
321 just heard about that. SOLitude, the lake maintenance contractor, would address that issue.

322 Mr. Cole stated, aside from lake bank erosion, there are ongoing roadway and valley
323 gutter issues with TM. TM replaced a couple thousand feet of valley gutters. A few spots need
324 to be filled in and Staff would make sure that the work is done. Two homes on Quilcene Lane
325 still need to be finished before the final lift of asphalt.

326 Mr. Nuzzo asked if the two holes on Fanny Bay Lane that he documented with photos
327 are on the list to be repaired. Mr. Cole replied affirmatively.

328 Regarding the proposed traffic signal on US 41 at Sandpiper, Mr. Cole stated he spoke to
329 the consultant conducting the traffic studies. The consultant visited last week and observed
330 little to no traffic, even though Publix is open. As Mr. Frechette noted earlier, traffic in Fiddler's
331 Creek is down from last year. In the consultant's opinion, it is a waste of time and money to
332 conduct traffic studies now so it will be on hold for a couple of months until season begins.

333 Mr. Miller asked if the traffic study in advance of the traffic signal on 951 was conducted
334 during season. Mr. Albeit replied affirmatively.

335 Mr. Cole distributed Draw #172 for approximately \$47,000. Half was related to soft
336 costs for inspections and performance bond renewals. GradyMinor submitted paperwork to
337 significantly reduce the amount of the bond and it was hoped that the CDD would get 75% of
338 the funds back from the \$19,000 Fiddler's Creek Plaza subdivision bond renewal. Approximately
339 \$22,000 of sewer punch list work was completed in Aviamar for Phase 5, Unit 2. Final
340 acceptance was needed.

341 Mr. Cole stated he and Mr. Pires reviewed the OH Phase 3B replat for two cul-de-sacs
342 that GradyMinor submitted for review. They were recently approved by Collier County.
343 Aquamatics also reviewed the plats because they are installing the irrigation for the back of the
344 lots, as they have done for all of Fiddler's Creek. The GradyMinor plans show the irrigation line
345 going down the middle of the main street. Mr. Cole suggested having the line go behind the
346 home lots so an easement would be needed. Mr. Pires stated his scriveners' revisions were
347 accepted.

348 Mr. Cole suggested the Board allow Staff to continue working with GradyMinor and the
349 Developer to make sure that the plats have the needed easements.

350 Mr. Parisi stated he needs to review the plats with GradyMinor because Aquamatics is
351 making suggestions. Lake easements and plats were discussed in detail. Mr. Miller asked for Mr.
352 Cole, Mr. Pires, and Mr. Parisi to discuss the issues and present them to the Board.

353

354 **EIGHTH ORDER OF BUSINESS**

**Update: Fiddler’s Creek Plaza Sidewalk
Issues**

355

356

357 • **Sidewalk Easement**

358 Mr. Pires stated during the Fiddler's Creek Plaza construction a portion of the sidewalk
359 was found not to be in the CDD #2 easement. An exhibit with the section highlighted and the
360 Grant of Sidewalk Easement were included in the agenda book.

361 The following change was made at Mr. Miller’s request:

362 Page 1, last sentence, beginning of second to last line: Delete “upon”

363

**On MOTION by Ms. DiNardo and seconded by Mr. Miller, with all in favor, the
Sidewalk Easement, as amended, was approved.**

364

365

366

367

368 **NINTH ORDER OF BUSINESS**

**Update: Halvorsen Contribution for Traffic
Signal**

369

370

371 Mr. Pires stated the CDD #1 Board took action at its meeting and proposed that the
372 Halvorsen Agreement should be renegotiated so that the \$200,000 contribution from
373 Halvorsen, Publix's Developer, be taken off the initial cost of the traffic signal so it benefits both
374 CDDs. CDD #1 will hire a lawyer to address the issue because Mr. Pires advised that he cannot
375 participate in discussions of any fashion due to a conflict of interest since he represents both
376 CDDs.

377 Mr. Miller stated the \$200,000 is money to which CDD #2 is legally entitled as a matter
378 of law under a contract between CDD #2 and Halvorsen, about which CDD #1 had knowledge
379 but they did nothing since this happened. He does not believe CDD #1 has any entitlement to
380 that money and, in his opinion, renegotiation would be absurd. His concern was that the
381 Agreement stated CDD #2 would receive the funds after the light is installed and he asked for
382 the Agreement to be renegotiated so that CDD #2 would receive the monies when CDD #2 is

383 required to fund construction of the traffic light, rather than receive a reimbursement after the
384 fact. He felt that CDD #1 has no right to the monies.

385 Ms. DiNardo observed that the contribution was being made on behalf of a commercial
386 area in CDD #2. As there is also a commercial area in front of CDD #1, CDD #1 should have the
387 same opportunity to ask its tenant to participate in a similar manner.

388 Mr. Miller agreed and stated that CDD #2's commercial area is developed, but CDD #1's
389 is not. He felt strongly that there is nothing to renegotiate.

390

391 **On MOTION by Mr. Miller and seconded by Ms. DiNardo, with all in favor, the**
392 **decision not to renegotiate the Agreement, was approved.**

393

394

395 Ms. Viegas asked if Halvorsen was approached to supply the contribution sooner as was
396 discussed in previous meetings. Mr. Pires stated he inquired with Halvorsen, but he had not
397 received a response, and now he can no longer participate in those discussions. Ms. Viegas
398 asked Mr. Parisi to follow up.

399

400 **TENTH ORDER OF BUSINESS**

**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**

406

407 Mr. Pires reviewed the Memorandum regarding tracts of land that needed to be
408 conveyed to the CDD.

409 Ms. Viegas stated she contacted Mr. Pires about one of the deeds. The Warranty Deed
410 for Tract D included a section giving the Developer a signage easement for sales purposes. In
411 her opinion, there was no justification to include that since there is no land in that area left to
412 be developed or sold.

413 Mr. Pires stated five tracts were involved and two additional tracts would be addressed
414 in the future. Mr. Miller asked if a title company was involved in the deeds. Mr. Pires stated
415 there was not. An affidavit is given by the lawyer who did the deeds.

416 Mr. Pires discussed the deeds and discussed Ms. Viegas' concerns. Mr. Parisi stated he
417 would need to review the deeds. Mr. Pires stated Tract D is located on Fiddler's Creek Parkway.
418 Mr. Parisi suggested this be tabled pending further consideration.

419 Mr. Miller stated he had a problem with another section of the deeds, specifically the
420 last paragraph about a lawful claim to the property. He felt that the way it reads, if there is an
421 unlawful claim, the CDD could pay a large amount in legal fees that he believed the Grantor
422 should pay. Mr. Miller stated he wants the word "lawful" removed from every deed.

423 Mr. Pires stated all the deeds have been recorded but an acceptance is required for
424 deeds to be conveyed. If the CDD does not accept them, then the property would be deeded
425 back and corrective actions would be taken.

426 Mr. Pires stated he would work with Mr. Parisi regarding the proposed changes. The
427 deeds would hopefully be presented again at the next meeting.

428

429 **ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of August 31, 2021**

430

431

432 Mrs. Adams distributed the Financial Highlights Report.

433 Ms. Viegas stated she contacted the District Management team with her questions and
434 they were addressed in the Financial Highlights Report.

435 Mr. Miller asked if the budget for "Engineering" was increased enough, given the actuals
436 were so far over budget. Mr. Adams confirmed that a sizeable increase was made to the
437 "Engineering" line item in the adopted Fiscal Year 2022 budget.

438 The financials were accepted.

439

440 **TWELFTH ORDER OF BUSINESS**

**Approval of August 25, 2021 Public
Hearings and Regular Meeting Minutes**

441

442

443 Mrs. Adams presented the August 25, 2021 Public Hearings and Regular Meeting
444 Minutes. The following changes were made:

445 Line 95: delete "System" before "(RFID)"

446

447 **On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, the**
448 **August 25, 2021 Public Hearings and Regular Meeting Minutes, as amended,**
449 **were approved.**
450

451 • **Action Items**

452 Mrs. Adams introduced the newly implemented Action Items List. The Board agreed it
453 was a good addition.

454 Items 3, 10 and 11 were completed.

455 Regarding Item 4, Mr. Pires asked if a written commitment was received from TM. Mr.
456 Cole stated he forwarded an email to interested parties stating that work commenced. Mr.
457 Pires and Mr. Cole would follow up on Item 4, which may be completed before the next
458 meeting.

459 **THIRTEENTH ORDER OF BUSINESS**

Staff Reports

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

461 There was nothing further to report.

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

- 463 • **NEXT MEETING DATE: October 27, 2021 at 10:00 A.M. at The Rookery at Marco**
464 **Golf Club, Board Room, 3433 Club Center Drive, Naples, Florida 34114**

465 ○ **QUORUM CHECK**

466 Mrs. Adams stated the October and November meetings would be held at The Rookery,
467 via Zoom. As the Board Room only has in-person seating capacity for ten people, most Staff
468 members were asked to attend via Zoom.

469 Resident Deborah Woods asked if residents received an invitation letter regarding how
470 to participate via Zoom.

471 Mr. Adams stated invitations are not sent but the information is posted on the CDD's
472 website, including the Zoom information. The agenda package posted on the CDD website
473 would include a link that attendees can click to join the meeting.

474 Ms. Woods asked for an email reminder to be sent to property owners. Mr. Adams
475 stated the CDD does not keep an email database because, as a governmental entity, the
476 database could be subject to a public records request.

479 Mr. Pires asked for the Zoom information to be posted on the first page of the CDD
480 website. Ms. Viegas stated the information is also on the Fiddler's Creek members' website.

481 Ms. Viegas asked about using the 19th Hole rather than The Rookery, since she believed
482 it is a bigger room and is open for meetings. Mrs. Adams stated The Foundation advised her
483 that no rooms were available.

484 Ms. Viegas noted that there are only two weeks between the October and November
485 meetings which only gives Management one week to compile information and documents and
486 assemble and ship the agenda books. She added that, due to the short time between those
487 meetings, financials, minutes, and safety and facilities reports would not be available for the
488 November meeting. She suggested the Board consider canceling the November meeting.

489 Mr. Miller stated that he does not want to cancel the November meeting.

490 All Supervisors confirmed their attendance at the October 27, 2021 meeting.

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

492 The Monthly Status Report was emailed to the Board and provided as a handout.

493 Mrs. Adams reported the following:

494 ➤ The SOLitude contract expires in October and, upon request, SOLitude agreed to keep
495 its price the same for an additional two years. It will be necessary to go through the Request for
496 Proposal (RFP) process in two years because labor and chemical costs will be going up.

497

498 **On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor,
499 extending the contract with SOLitude for two years, was approved.**

500

501

502 ➤ Regarding a resident's request several months ago about installing aeration at Lake 23,
503 the cost would be approximately \$20,000 just for installation and it is not a budgeted expense.

504 Ms. DiNardo stated that cost does not include maintenance. She felt that the expense is
505 not warranted because SOLitude addresses the issues and there have been very few fish kills
506 over the years. Ms. Viegas recalled that Mrs. Adams stated aeration does nothing to prevent
507 fish kills. The Board agreed not to install aeration in Lake 23.

508 ➤ The Aviamar entrance landscape renovation project is scheduled to begin the week of
509 October 4, 2021, weather permitting.

510 ➤ The Florida Power & Light (FPL) transformer box repair request remained ongoing.

511 Ms. DiNardo stated FPL transformer boxes in Veneta also need to be repaired. Mrs.
512 Adams stated she received an email yesterday from a new person at FPL requesting all the
513 documentation that was previously submitted in great detail, despite the fact that FPL already
514 opened work orders and had all the photos and documentation.

515 Mr. Miller stated that FPL has been very unresponsive. Mrs. Adams described the
516 documentation submitted. Mr. Miller advised Mrs. Adams to tell the representative that FPL
517 already has the information and to get them repaired, and add the units mentioned by Ms.
518 DiNardo. Mr. Pires and Mr. Miller discussed the possibility of pursuing the issue with regulators
519 or elected officials if not addressed by FPL.

520 ➤ The paver pad extension project on Sandpiper was completed and looks very nice.

521 ➤ The Veneta fountain and monuments would be pressure cleaned, painted, and repaired
522 within the next few weeks, weather permitting.

523 Ms. DiNardo asked if that includes the decorative fence. Mrs. Adams replied
524 affirmatively.

525 Ms. Viegas asked if LandCare submitted a proposal to repair the sinking pavers on the
526 sidewalk in Aviamar. Mrs. Adams stated she has not received it yet.

527 Ms. DiNardo asked who is responsible for the fire hydrants. Mrs. Adams stated they are
528 the Fire Department's responsibility. Ms. DiNardo asked Mrs. Adams to advise the Fire
529 Department that the fire hydrants in Veneta need to be painted.

530

531 **FOURTEENTH ORDER OF BUSINESS**

Supervisors' Requests

532

533 There were no Supervisors' requests.

534

535 **FIFTEENTH ORDER OF BUSINESS**

Public Comments:

536

537 There were no public comments.

538

539 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

540

541 There being no further business to discuss, the meeting adjourned at 12:00 p.m.

542
543
544
545
546
547
548
549

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	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. 09.22.21: Mr. Pires and Mr. Cole to follow up on email stating work had commenced.	X	X		
4	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			
5	08.25.21	ACTION	Mr. Parisi to work with Publix to ensure timely completion of the gate.	X			
6	08.25.21	ACTION	Mr. Parisi and Mr. Pires to work with Halvorsen to obtain payment for traffic signal construction up front.	X			
7	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			
8	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			
9	09.22.21	ACTION	Mr. Pires and Mr. Cole to forward their fees to Mr. Parisi to send to TM.	X			
10	09.22.21	ACTION	Mr. Pires to address scope of work agreed upon with TM and the resulting indemnifications necessary.	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
11	09.22.21	ACTION	Mr. Pires stated to review the plat of undeveloped land to determine whether a maintenance obligation exists and what the minimum maintenance obligations are.	X			
12	09.22.21	ACTION	Mr. Pires to would work with Mr. Parisi regarding proposed changes to deeds, to be brought back at the next meeting.	X			
13	09.22.21	ACTION	Mrs. Adams to post Zoom meeting information on the first page of the CDD website and in the advertisement.	X	X		
14	09.22.21	ACTION	Mrs. Adams to advise the Fire Department that fire hydrants in Veneta require painting.	X	X		
15	09.22.21	ACTION	Mr. Miller asked to be advised if there is no response from IberiaBank so that he can reach out to his contact.	X			
16	09.22.21	ACTION	US & Sandpiper: Traffic study on hold for a couple of months until season begins.	X			
17	09.22.21	ACTION	Ms. Viegas asked Mr. Parisi to follow up with Halvorsen on Mr. Pires' prior inquiry about receiving their traffic signal contribution sooner, as Mr. Pires can no longer participate in those discussions.	X			
18	09.22.21	ACTION	Per Ms. Viegas, Mrs. Adams to follow up with LandCare for a proposal to repair the sinking pavers on the sidewalk in Aviamar.	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
1	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	09.22.21
2	08.25.21	ACTION	Mr. Pires to finalize sidewalk easement issues with Fiddler's Creek Plaza.			X	09.22.21
3	08.25.21	ACTION	Mrs. Adams to follow up on Aviamar fountain expense for wind controller and/or lid basket.			X	09.22.21

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

15B

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>		
Join Zoom Meeting https://us02web.zoom.us/j/89250910994 Meeting ID: 892 5091 0994 Dial by your location 1 929 205 6099 US Meeting ID: 892 5091 0994		
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>		
Join Zoom Meeting https://us02web.zoom.us/j/86899674594 Meeting ID: 868 9967 4594 Dial by your location 1 929 205 6099 US Meeting ID: 868 9967 4594		
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