### THE QUARRY COMMUNITY DEVELOPMENT DISTRICT

### REGULAR MEETING FEBRUARY 23, 2022

If you require an agenda package please access the Dropbox www.dropbox.com Dropbox login: <u>Quarrycdd@gmail.com</u> Pswd:<u>Collier 2004</u>

### The Quarry Community Development District

Inframark, Infrastructure Management Services

210 North University Drive Suite 702, Coral Springs, Florida 33071 Telephone: 954-603-0033; Fax: 954-345-1292

February 16, 2022

Board of Supervisors The Quarry Community Development District

Dear Board Members:

A regular meeting of the Board of Supervisors of the Quarry Community Development District will be held on Wednesday February 23, 2022 at 9:00 AM. The meeting will be held at the Quarry Beach Club, 8975 Kayak Drive, Naples, FL. The following is the agenda for the meeting:

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Approval of Agenda
- 4. Public Comments on Agenda Items
- 5. New Business Items
  - A. Discussion and Consideration of Vacant Seat #3
    - i. Jack Whigham
    - **ii.** David Disckind
    - iii. Consideration of Resolution 2022-03, Designation of Officers
  - B. DLC Contract Extension
  - C. SFWMD 1.18.22 Email
- 6. Engineer's Report
  - A. Engineer's Written Report
  - B. CPH Drone Survey Proposal
- 7. District Manager's Report
  - A. Approval of the January 19, 2022 Minutes
  - B. Acceptance of the Financial Report, and Approval of the Check Register and Invoices of January 2022
  - C. Follow-up Items
    - i. Status of Resident Complaints
    - ii. Variance Easement Report Update
      - a. 9051 Breakwater Drive

### 8. Attorney's Report

- A. Attorney's Written Report
- B. Consideration and Approval of Lake Conveyance Documents
  - i. Resolution 2022-04
  - ii. Ex B1 Lake 57 ES MAW

- iii. Ex B2 Lake 59 ES MAW
- iv. Ex B3 Lake 64 ES MAW
- v. Ex C QCD to CDD
- vi. Ex D Lake Maintenance Easement Agreement
- vii. Ex E 2022 Shoreline Phase I Staging and Rock Wall Locations
- viii. Ex F Ongoing Staging Areas
  - ix. Ex G Golf Club Consent to Validity of Assessments for Lake Conveyance
  - x. Ex H Memorandum of Agreement
  - xi. Transfer Agreement
- xii. Access Easement ES MAW

#### 9. Old Business Items

- A. Update of FY2022 Shoreline Restoration Project Contracts
  - i. 9684 Cobalt Cove Circle Rip Rap Request
- B. MRI Estimate 3212

### **10. Supervisor Requests**

- A. Reports
  - i. Chairman's Report
- **11. Audience Comments**

### 12. Adjournment

All other supporting documents for agenda items are enclosed or will be distributed separately. The balance of the agenda is routine in nature and staff will present their reports at the meeting. I look forward to seeing you at the meeting and in the meantime, if you have any questions, please contact me at (239)785-0675.

Sincerely,

Justin Faircloth

Justin Faircloth District Manager cc: Jeffrey Satfield

Wes Haber Albert Lopez

# **Fifth Order of Business**

## 5Ai

-----Original Message-----From: Jack Whigham jacwhigham@yahoo.com Sent: Saturday, January 15, 2022 9:49 AM To: Faircloth, Justin justin.faircloth@inframark.com Subject: candidacy for QCDD vacant position

Hello Justin,

I am sending you this email to introduce myself and to declare my candidacy for the QCDD position vacated by Bill Flister on December 31, 2021. My wife Joanne and I spend more than six months a year, for the past eight years, at our home in the The Quarry community. I am in the process of changing my permanent residence to our current Florida address.

Although I graduated from the University of Illinois with a degree in engineering I have always had an interest in the natural sciences, all of them, so I became interested in the workings of our wet detention ponds, quarry lakes, our stormwater management system features, and the wetlands not long after we arrived at The Quarry. It wasn't that much later that I was heading up the HOA's Lake Committee and eventually merging it with the Wetlands Committee, thereafter, becoming head of the Lakes and Wetlands Committee. Several years later this committee's functions were transferred to the QCDD.

As head of the committee it soon became clear, although sincere and well intentioned, that the membership was not up to its management task for lack of experience or training, academically or otherwise. From this beginning I tried to build a sound foundation for the committee based on education, information, data, and networking to make the best decisions and form sound ideas about the care and preservation of our wetlands, quarry lakes, wet detention ponds and stormwater management infrastructure.

The resources I discovered years ago are the same resources I rely on today. No other resource can match SFWMD's ePermitting website, but there were many people to that I relied on who graciously volunteered their time and expertise: Brenda Brooks, CREW, Executive Director, CREW land shares a common boundary with our north property line and Brenda shared her wetland expertise with me and others; Steve Nagle, retired SFWMD, who advised, commented, explained and answered all my questions, from a layman who was confronted with overwhelming permitting details on the District's website, about the features and working components of our stormwater management system; Allyson Webb, Senior Resource Manager, Corkscrew Sanctuary who shared her expertise and experience with C. willow control and eradication in one of our marsh areas (see below); Emma Fain, Environmental Analysts, SFWMD, surveyed the aforementioned marsh and determined the District's parameters to use in our future C. willow control project; Eric Foht, Natural Resource Director, Naples Botanical Garden for his guidance on Paragrass control in sensitive wetland areas. Dr. Serge Thomas, specializing in wet detention pond management, FGCU, for his guidance and seminar on the topic at The Quarry.

Not to wander too far a field, I should mention a particular freshwater marsh (mentioned earlier) that Bill Flister and I devoted special attention to. The marsh has an upland border contiguous to CREW land comprising approximately 320 acres of wetlands in the northwest corner of The Quarry property. It was the site of one of the largest environmental lawsuits in Florida, circa 1987, between the Mule Pen Quarry (owned by Meekins Inc. at the time) and SFWMD. The mine operators had razed almost 320 acres of pristine wetlands down to the lime rock in preparation for a planned northward mine expansion and additional farm acreage to the west, but sans any permitting from SFWMD. The suit was settled with the payment of a \$120,000 fine and an agreement by the mining company to restore the area under the supervision and direction of SFWMD, and almost too many other local and state agencies to name, not to leave out various independent scientists and environmental consulting firms. (Interestingly Mule Pen never admitted publicly, or otherwise as far as I know, to any wrong doing.) Decades later this marsh is one of the most unique collaborative efforts between man and Mother Nature within the 850+ wetlands that once comprised the original Heritage Bay PUD. Allyson Webb saw it in October last year on an evening while hundreds of wading birds were flying in for their nightly roost in the willows, and I'll never forget her first impression...WOW...an expression from someone who would know.

Bill Flister's role on the QCDD, as I understood it, was wetland preservation, and where and when needed restoration and enhancement with particular attention paid to the aforementioned freshwater marsh. I worked closely with Bill sharing my information, my network, and past experience managing our wetlands during his tenure on the QCDD. As previously mentioned I have studied the original Heritage Bay PUD permitting, broadly speaking too, but more particularly regarding the PUD's stormwater management design, infrastructure, maintenance, etc. and wetland management. Also, I am The Quarry's de facto historian. I talk to interested neighbors and write about the Piper brothers connection to The Quarry, Dr. Edward Petuch's, FAU, discovery of the oldest fossilized reef in North America here; Lee Tidewater Cypress Co. logging up to 1957, the Rosen brothers and Golden Gate...and much more...to give names to a little of the history here and nearby.

In summary, I am familiar with many management areas within the community that are QCDD responsibilities. I have been asked by many to throw my hat in the ring as a candidate for a position on the QCCD, but to date never acted on the suggestion. Why? Because until now I always found someone, or vice versa, to work with on one of the committee to get the job done. Bill and I worked together seamlessly during his tenure on the QCDD, but Bill is gone and we had unfinished work waiting. Or, more to the point, I have unfinished work...waiting. Please consider my candidacy for Bill Flister's vacant position on the QCDD. Thank you for your time.

Regards, Jack Whigham

# 5Aii

Agenda Page #10

#### LETTER OF INTENT

I received an e-mail from the Quarry CDD on January 19<sup>th</sup> noting a vacancy for a new Board member on the Quarry Community Development District, specifically seat 3 with a term expiration of November 2024. I have reviewed the qualifications outlined and am in full compliance. I have also taken the opportunity to look at the New Supervisor Handbook along with the Quarry Community Development District website. I am interested in filling this vacancy and hope that my background would be an asset to the Board. As a retired engineer and full-time resident of the Quarry, I would like an opportunity to use my experience to assist in its betterment.

My wife and I have been living in the Quarry since October 2020. I graduated from UCF, and spent my professional career as a mechanical engineer in Texas. I had my professional engineering license and worked my way up to a Project Director position with a large consultant civil engineering company. I worked in the Public Works Division. I have vast experience in marketing and proposal preparation, engineering and construction contracts and cost development, presentations, management, design, bid, construction, and construction administration services.

My projects were mostly related to water supply, treatment, and distribution facilities along with wastewater collection and treatment facilities. I have significant experience with the preparation and interpretation of Contract Documents, construction plans, and technical specifications. My experience also entailed the preparation of permit and funding applications. As all work was performed in compliance with applicable City, State, and Federal requirements, I have experience working with regulatory agencies and their review processes.

I have bidding and construction phase experience including addenda preparation, conducting pre-bid conferences and bid openings, evaluation of bids and recommendations of award, directing preconstruction conferences, shop drawing reviews, preparation of change orders, generation of responses to contractors' questions, and review of partial pay estimates and time extensions. I have also performed periodic and final inspections, and prepared close-out documentation including As-Built construction drawings. I have experience with Operation & Maintenance Manual preparation and on-site equipment/facility training.

My clients were primarily City, county and state agencies, developers and river authorities. I also served on the Board of Adjustment in the City of Pflugerville, Texas for 14 years, including 10 years as Secretary.

Thank you for your time and consideration. I look forward to attending your Board meeting of February 23<sup>rd</sup>. Should you or the team desire any further information in the interim, do not hesitate to contact me.

Regards, David Disckind 9193 Quartz Lane, Unit 201 (512) 284-0306 ddisckind@att.net

# 5Aiii

#### **RESOLUTION 2022-03**

### A RESOLUTION DESIGNATING OFFICERS OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of The Quarry Community Development District at a meeting held on February 23, 2022 desires to appoint the below recited persons to the offices specified.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons were appointed to the offices shown, to wit:

	Chairman
	Vice Chairman
Justin Faircloth	Secretary
Stephen Bloom	Treasurer
Justin Faircloth	Assistant Treasurer
	Assistant Secretary
	Assistant Secretary
	Assistant Secretary

#### PASSED AND ADOPTED THIS, 23<sup>rd</sup> DAY OF FEBRUARY 2022

Chairman

Secretary

### **5B**

### **DISASTER LAW AND CONSULTING, LLC**



### SECOND CONTRACT EXTENSION FOR DISASTER RECOVERY SERVICES AND FEMA APPEALS

THIS SECOND CONTRACT EXTENSION FOR DISASTER RECOVERY SERVICES AND FEMA APPEALS is entered into by and between **Disaster Law and Consulting**, LLC, (DLC), and the Quarry Community Development District (QCDD). The terms and conditions of this Contract Extension are as follows:

 Second Contract Extension Purpose: DLC and QCDD entered into a one-year Contract for Disaster Recovery Services and FEMA Appeals on August 19, 2019. In accord with the language of paragraph 5 therein, the parties previously agreed to an extension of the contract through and including August 31, 2021, under all the same terms, provisions, and fees as set forth in the original Contract. Given the need for services beyond that date, the parties hereby agree on a second extension of the Contract through and including August 31, 2022.

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Contract Extension for Disaster Recovery Services and FEMA Appeals to be executed by their undersigned duly authorized officials.

#### For Disaster Law and Consulting, LLC:

7/28/2021 Date

For the Quarry Community Development District:

Signature

Stanley Omland, Chairman

Anthony J. Ettore, CEO

7/27/2021 Date

## **5**C



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

January 18, 2022

The Quarry Community Development District c/o Inframark Attn: Justin Faircloth 210 N. University Drive Suite 702 Coral Springs, FL 33071 Delivered via email

### Subject: Quarry Phase Notice of Inspection Environmental Resource Permit (ERP) No. 11-02234-P Collier County

Dear Mr. Faircloth:

This letter is to provide notification that a site inspection conducted on January 4, 2022 and a concurrent review of our files indicate that the referenced project is currently in compliance with the special conditions of the ERP.

Please ensure that the South Florida Water Management District (District) has accurate and up to date contact information. The District appreciates your continued efforts to maintain your stormwater management system and conservation areas in compliance with the ERP.

If you have any questions or require additional assistance, please contact Matt Brosious at (239) 338-2929 x7713 or via email at jbrosiou@sfwmd.gov.

Sincerely,

from M Bin

Matt Brosious Environmental Analyst

eEnclosures: Location Map (<u>11-02234-P\_LocMap.pdf</u>)

This document is filed in the ePermitting system under Permit Number 11-02234-P via

### Page 2

the Application/Permit Section on the Records Search home page

# **Sixth Order of Business**

### **6**A



2216 Altamont Avenue Fort Myers, Florida 33901 Phone: 239.332.5499 Fax: 239.332.2955 www.cphcorp.com

### <u>The Quarry CDD – Engineer's Report</u> <u>February 2022</u>

### January 2022 Action Items

- "*Pre and Post-Construction Drone Video proposal.*" Proposal submitted with February 2022 agenda packet.
- *"Provide costs to add an additional testing site for future water quality testing sites on lake 30."* CPH has requested an updated quote from environmental for an additional testing set. Additional cost will be provided once received.
- *Review the MRI report, follow up with MRI, and provide comments as necessary to the Board. Structures 71, 79, 183, 184, 186, 187, 209, 211, 245, 282, 283, 357, 407, 428 should be reviewed specifically as MRI noted issues with these structures. As accorded in the January 2022 meeting, CPH will be inspecting and providing our recommendations for all structures listed above during the 2022 shoreline construction project. However, the Board expressed concerns about the pipe crossing structure #187, as recorded on MRI's report titled "Storm Inspection 2021". CPH has compared this report against the original Phase II utility design plans. The aforementioned plans depict a 12" PVC water main at this location. It is our understanding a doghouse manhole was constructed to work around this conflict, and an iron casing was constructed to protect the 12" PVC water main. CPH will be on-site Wednesday, February 23<sup>rd</sup> to perform a visual inspection of this condition during our Pre-construction meeting.*
- *Sign work authorization for the preserve inspections.* A copy of the signed work authorization has been provided.

### Pending Contracts/Proposals

• Pre and Post-Construction Drone Video Proposal

### Variance Request

• No variances received prior to this month's meeting.

#### **2022 Shoreline Phase I and Phase II**

- CPH, Glase Golf, CDD Chairman, QGC, and District Manager met to discuss contract items, including but not limited to, unit prices, direct purchase and Bond requirements. Based on the ongoing coordination, a P&P bond for Phase I will not be required since the QCDD will be performing direct purchase of materials.
- CPH, CDD Chairman, and QCA representatives met on-site to discuss neighbors' concerns regarding shoreline repair type littorals vs. riprap. A cost comparison has been provided for lake #45 with this agenda packet. Areas requiring additional repairs were also discussed during this meeting. More specifically, the shoreline along Crystal Ct. and Shale Ct. were found to be in need of additional repairs, or replacement of Option #3 (littorals) for Option #1 (riprap). Current estimate of materials shall contain enough room to cover these specific areas.

### **6B**



2216 Altamont Avenue Fort Myers, Florida 33901 Phone: 239.332.5499 Fax: 239.332.2955 www.cphcorp.com

February 16, 2022

The Quarry CDD Naples, Florida

#### Re: 2022 Shoreline Phase I & II - Pre and Post-Construction Drone Proposal

CDD Board of Supervisors,

CPH, Inc. is pleased to provide this proposal for a Pre and Post-Construction Drone video proposal.

CPH will perform a video recording of each lake receiving erosion remediation treatment as delineated on the 2022 Shoreline Phase I and II construction plans. CPH will utilize a drone model *DJI Phantom 4 Pro V2* at an average height of **40'-60' AGL** and a video resolution of **4K**. these recordings will be provided in a CD, DVD or external hard drive format.

CPH agrees to perform this work for a lump sum fee of:

Pre-Construction	\$1,800.00
Post-Construction	\$1,800.00

Total Labor Fees for services proposed herein: **\$3,600.00**.

Payment for services rendered will be due within forty-five (45) days of invoicing. Should **Quarry CDD** (CLIENT) choose not to complete the project at any phase, CPH will be due any fees for services up to the time the CLIENT informs CPH in writing to stop work. Payment for services up to the time of the CLIENT'S notice will be due within thirty (30) days of the final invoice. Invoice payments must be kept current for services to continue. CPH reserves the right to terminate or suspend work when invoices become ninety (90) days past due. In the event that the work is suspended or terminated as a result of non-payment, CLIENT agrees that CPH will not be responsible for CLIENT's failure to meet project deadlines imposed by governments, lenders, or other third parties. Neither is CPH responsible for other adverse consequences as a result of termination or suspension of work for non-payment of the invoices.

This proposal is void if not executed and returned to CPH within 30 days of CPH's execution of the proposal.

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. CPH is authorized to do the work as specified and payment will be made as outlined above.

By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

If you are in agreement with the above Scope of Services and fees, please sign and return one (1) copy of this letter to our office for our records, and as our Notice to Proceed.

CPH, INC.

Albert J. Lopez Office Manager

02/16/22

Date

#### **CLIENT AUTHORIZATION – THE QUARRY CDD**

The Quarry CDD agrees with Part I which includes the Scope of Services and Compensation Schedule.

Total Labor Fees for services proposed herein: **\$3,600.00** including reimbursable expenses.

This proposal is void if not executed and returned to the CONSULTANT within 30 days of the CONSULTANT'S execution of the proposal.

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. CPH is authorized to do the work as specified and payment will be made as outlined above.

By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

Ву:\_\_\_\_\_

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

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

### **Seventh Order of Business**

## **7**A

1 2		TES OF MEETING THE QUARRY				
3	COMMUNITY DEVELOPMENT DISTRICT					
4 5	The special meeting of the Board of Supervisors of the Quarry Community Development					
6	District was held Wednesday January 19, 2022 at 9:00 a.m. at the Quarry Beach Club, 8975					
7	Kayak Drive, Naples, FL.					
8						
9	Present and constituting a quorum	were:				
10						
11	Stanley T. Omland	Chairman				
12	Lloyd Schliep	Vice-Chairman				
13	Timothy B. Cantwell	Assistant Secretary				
14	Dean Britt	Assistant Secretary				
15						
16	Also present were:					
17	Justin Faircloth	District Manager				
18	Wes Haber (via phone)	District Counsel				
19	Albert Lopez	District Engineer				
20	Scott Garvin	Quarry Community Association				
21	Various Residents					
22 23	The following is a summary of the	discussions and actions taken at the January 19, 2022				
24	Meeting of The Quarry Community Devel	lopment District's Board of Supervisors.				
25		1 7 1				
26	FIRST ORDER OF BUSINESS	Call to Order				
27	• Mr. Omland called the meeting to	order, Mr. Faircloth called the roll, and a quorum was				
28	established.					
29						
30	SECOND ORDER OF BUSINESS	Pledge Allegiance				
31	• The Pledge of Allegiance was rec	ited.				
32						
33 34	THIRD ORDER OF BUSINESS	Approval of Agenda				
35	On MOTION by Mr. Cant	well seconded by Mr. Britt with all in				
35 36	favor the agenda was appr	•				
	Tavor the agenda was appr					
37 38	FOURTH ORDER OF BUSINESS	Public Comments on Agenda Items				
39	No public comments were receive	0				
40	FIFTH ORDER OF BUSINESS	New Business Items				

41	А.	Consideration of Resolution 2022-02, Records Retention Schedule
42		Mr. Schliep MOVED to adopt Resolution 2022-02 regarding
43 44		records retention as amended by Mr. Haber with the caveat that
45		any documents prior to Hurricane Irma be brought to the Board for
46		a decision on retainage and seconded by Mr. Cantwell.
47		
48	٠	The above motion was withdrawn by Mr. Schliep.
49		
50		On MOTION by Mr. Schliep and seconded by Mr. Britt with all in
51 52		favor Resolution 2022-02 regarding records retention as amended by Mr. Haber with the caveat that the seven boxes presently in the
53		District's files over the required retention period is not discarded
54		until the Board can review and that all documents regarding
55		Hurricane Irma be retained perpetually was adopted. 4-0
56		
57	•	The Board requested any documents be retained which had to do with Hurricane Irma
58		damage indefinitely at the present time.
59	٠	The Board requested Inframark hold off on disposing any documents presently and
60		provide a delineation of all boxes which are over the retention period for further review.
61	OIVT	
62 63		H ORDER OF BUSINESS Engineer's Report Engineer's Written Report
64	•	Mr. Lopez provided an update to the Board.
65	•	Mr. Omland requested CPH submit a proposal for survey by drone for preconstruction
66		and post-construction of the FY2022 Shoreline Repair Project.
67	•	Mr. Lopez reviewed the October 2021 water quality report.
68	•	Mr. Omland requested Mr. Faircloth send out the report to both the QCA and Quarry
69		Golf Club.
70	•	Mr. Omland questioned whether the Lake 30 testing site was an appropriate location
71		being right behind the Golf Course Clubhouse. Mr. Omland requested Mr. Lopez review
72		this with staff and to see whether additional testing should be completed and asked what
73		the costs would be to add additional testing sites for Lake 30.
74	•	The Board discussed testing for water quality regarding swimming and requested
75		Inframark review the minutes for previous discussion regarding the topic.
76		

2

77	SEVENTH ORDER OF BUSINESS District Manager's Report
78	A. Approval of the December 20, 2021 Minutes
79	
80	On MOTION by Mr. Cantwell seconded by Mr. Schliep with all in
81 82	favor the minutes of December 20, 2021 meeting were approved as presented. 4-0
82 82	presented. 4-0
83 84	<b>B.</b> Acceptance of the Financial Report, and Approval of the Check Register and
85	Invoices of December 2021
86	
87	On MOTION by Mr. Britt seconded by Mr. Cantwell with all in
88	favor the financial report of December 2021 was accepted. 4-0
89	
90	• The Board requested the QCA lawsuit summary be removed from future financials.
91	
92	C. Follow-up Items
93	• Mr. Faircloth and Mr. Omland provided updates on progress of the contract discussions
94	with Glase Golf and the Quarry Golf Club regarding the FY2022 Shoreline repair
95	projects.
96	• Mr. Faircloth discussed requests from residents regarding the removal of littorals around
97	their docks. The Board agreed to allow residents to remove littorals from around the
98	docks so they can operate as intended, however, no littorals should be removed from any
99	shoreline.
100	• Mr. Faircloth and Mr. Haber provided updates on the Quart Cove Fountain request.
101	i. Status of Resident Complaints
101	ii. Variance Easement Report Update
103	a.9051 Breakwater Drive
104	• The Board tabled the discussion on 9051 Breakwater Drive until the February meeting.
105	
106	EIGHTH ORDER OF BUSINESS Attorney's Report
107	A. Attorney's Written Report
108	<b>B.</b> Update on Contract for Transition of the Quarry Golf Club Lakes to the CDD
109	• Mr. Haber discussed his report to the Board.
110	
111	NINTH ORDER OF BUSINESS Old Business Items
112	A. Update of FY2022 Shoreline Restoration Project Contracts

- The Board discussed the FY2022 Shoreline Restoration project contracts earlier in the
   meeting.
- 115 **B. MRI Stormwater System Cleaning Report** 116 Mr. Faircloth reviewed the MRI report with the Board. 117 • The Board agreed to approve the invoice for the cleanout work by MRI. 118 • The Board requested Mr. Lopez review the report. 119 • • Mr. Lopez agreed that CPH would review the structures with issues noted while on site 120 when the construction observation services are being performed and have change orders 121 developed while Glase Golf is on site for the FY2022 Shoreline Repair project is 122 123 underway as necessary. • The Board requested CPH review specifically the cast iron section for structure 187 now 124 as it may relate to a sewer pipe inside of a stormwater pipe. 125 • Mr. Britt noted the comments from the January on-site inspection with SFWMD. 126 • Mr. Cantwell inquired about the insurance coverage as requested by Mr. Peter Ferraris 127 and requested comments from Mr. Faircloth on the request. 128 • Mr. Faircloth provided an update and summary of what was provided to Mr. Ferraris. 129 130 The Board requested Ms. Cheryl Ollila bring a request to the QCA Board to consider • 131 listing the CDD as an additional insured on their insurance policy. 132 **TENTH ORDER OF BUSINESS Supervisor Requests** 133 A. Reports 134 a. Chairman's Report 135 Mr. Omland briefly reviewed his report with the Board. 136 137 ELEVENTH ORDER OF BUSINESS **Audience Comments** 138 Mr. Garvin inquired about the littoral removal in the CDD lakes. He provided feedback 139 • received from residents after the stormwater system cleanout project, noting the Board 140 may wish to consider having future vendors send the debris sucked from the pipes deeper 141 142 into the lakes rather than on the lake banks. He thanked Mr. Faircloth for his prompt 143 response to community items. 144 **TWELFTH ORDER OF BUSINESS** Adjournment 145 146

4

7	On MOTION by Mr. Schliep seconded by Mr. Cantwell with all in				
8	favor the meeting was adj	favor the meeting was adjourned at 11:19 a.m. 4-0			
9					
0					
1					
2					
3 Secre	tary/Assistant Secretary	Chairperson/Vice-Chairperson			

### **7B**

### The Quarry Community Development District

Financial Report

January 31, 2022



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#### SUPPORTING SCHEDULES

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### The Quarry Community Development District

**Financial Statements** 

(Unaudited)

January 31, 2022

### **Balance Sheet**

January 31, 2022

ACCOUNT DESCRIPTION	C	GENERAL FUND	2	4 - SERIES 020 DEBT SERVICE FUND	202	04 -SERIES 20 CAPITAL ROJECTS FUND	TOTAL
ASSETS							
Cash - Checking Account	\$	1,393,295	\$	-	\$	-	\$ 1,393,295
Accounts Receivable		28,730		-		-	28,730
Allow -Doubtful Accounts		(8)		(27)		-	(35)
Assessments Receivable		8		27		-	35
Due From Other Funds		-		849,794		-	849,794
Investments:							
Money Market Account		405,570		-		-	405,570
Construction Fund (Restricted)		-		-		2,000,026	2,000,026
FEMA Reimbursement		-		-		1,145,628	1,145,628
Revenue Fund		-		806,387		-	806,387
TOTAL ASSETS	\$	1,827,595	\$	1,656,181	\$	3,145,654	\$ 6,629,430
LIABILITIES Accounts Payable Accrued Expenses Due To Other Funds	\$	20,637 59,375 849,344	\$	- -	\$	- - 450	\$ 20,637 59,375 849,794
TOTAL LIABILITIES		929,356		-		450	929,806
FUND BALANCES Restricted for: Debt Service Capital Projects Assigned to: Operating Reserves Reserves - Other		- - 121,179 50,000		1,656,181 - -		- 3,145,204 - -	1,656,181 3,145,204 121,179 50,000
Unassigned:		727,060		-		-	727,060
TOTAL FUND BALANCES	\$	898,239	\$	1,656,181	\$	3,145,204	\$ 5,699,624
TOTAL LIABILITIES & FUND BALANCES	\$	1,827,595	\$	1,656,181	\$	3,145,654	\$ 6,629,430

ACCOUNT DESCRIPTION	ANNU/ ADOPT BUDGI	ED	YEAR TO ACTU		YTD ACTUAL AS A % OF ADOPTED BU		IAN-22 CTUAL
REVENUES							
Interest - Investments	\$	200	\$	138	69.00	%	\$ 40
Golf Course Revenue	114	4,918		57,459	50.00	%	28,730
Interest - Tax Collector		-		144	0.00	%	144
Special Assmnts- Tax Collector	814	4,044	7	69,369	94.51	%	33,720
Special Assmnts- Discounts	(32	2,562)	(	(30,458)	93.54	%	(982)
Other Miscellaneous Revenues		-		3,000	0.00	%	1,000
TOTAL REVENUES	89	6,600	7	99,652	89.19	%	62,652
EXPENDITURES							
<u>Administration</u>							
P/R-Board of Supervisors	1:	2,000		4,000	33.33	%	800
FICA Taxes		918		306	33.33	%	61
ProfServ-Arbitrage Rebate		600		-	0.00	%	-
ProfServ-Engineering	4	5,000		28,712	63.80	%	720
ProfServ-Legal Services	2	1,000		7,156	34.08	%	-
ProfServ-Legal Litigation	2	5,000		-	0.00	%	-
ProfServ-Mgmt Consulting	58	8,710		19,570	33.33	%	4,893
ProfServ-Other Legal Charges		-		19,063	0.00	%	5,438
ProfServ-Property Appraiser	30	6,341		-	0.00	%	-
ProfServ-Trustee Fees	4	4,040		-	0.00	%	-
Auditing Services		4,900		-	0.00	%	-
Website Compliance		1,553		776	49.97	%	-
Postage and Freight		600		256	42.67	%	201
Insurance - General Liability	(	6,246		6,216	99.52	2%	-
Printing and Binding		500		24	4.80	%	10
Legal Advertising	4	4,000		945	23.63	%	-
Miscellaneous Services	:	2,000		-	0.00	%	-
Misc-Bank Charges		500		184	36.80	%	-
Misc-Special Projects	20	0,000		3,250	16.25	%	1,125
Misc-Assessment Collection Cost	10	6,281		14,778	90.77	%	655
Misc-Contingency		1,000		89	8.90	%	89
Office Supplies		250		-	0.00	%	-
Annual District Filing Fee		175		175	100.00	%	
Total Administration	26	1,614	1	05,500	40.33	%	13,992

	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-22 ACTUAL
Field				
ProfServ-Field Management	5,000	1,667	33.34%	417
Contracts-Preserve Maintenance	103,832	51,040	49.16%	25,958
Contracts - Lake Maintenance	65,004	21,668	33.33%	5,417
R&M-General	70,000	-	0.00%	-
R&M-Lake	200,000	-	0.00%	-
R&M-Weed Harvesting	60,000	30,390	50.65%	4,995
R&M-Buoys	7,500	-	0.00%	-
Miscellaneous Maintenance	6,170	45,350	735.01%	45,350
Water Quality Testing	17,480	14,950	85.53%	7,475
Capital Projects	50,000		0.00%	
Total Field	584,986	165,065	28.22%	89,612
Reserves				
Reserve - Other	50,000		0.00%	
Total Reserves	50,000		0.00%	-
TOTAL EXPENDITURES & RESERVES	896,600	270,565	30.18%	103,604
Excess (deficiency) of revenues				
Over (under) expenditures	-	529,087	0.00%	(40,952)
Net change in fund balance	\$-	\$ 529,087	0.00%	\$ (40,952)
FUND BALANCE, BEGINNING (OCT 1, 2021)	369,152	369,152		
FUND BALANCE, ENDING	\$ 369,152	\$ 898,239		

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	١	YEAR TO DATE	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-22 ACTUAL
REVENUES					
Interest - Investments	\$ -	\$	6	0.00%	\$ 2
Special Assmnts- Tax Collector	1,608,706		1,520,420	94.51%	66,638
Special Assmnts- Discounts	(64,348)		(60,191)	93.54%	(1,940)
TOTAL REVENUES	1,544,358		1,460,235	94.55%	64,700
EXPENDITURES					
Administration					
Misc-Assessment Collection Cost	32,174		29,205	90.77%	1,294
Total Administration	32,174		29,205	90.77%	 1,294
Debt Service					
Principal Debt Retirement	1,166,000		-	0.00%	-
Interest Expense	 332,186		166,093	50.00%	 -
Total Debt Service	 1,498,186		166,093	11.09%	 -
TOTAL EXPENDITURES	1,530,360		195,298	12.76%	1,294
Excess (deficiency) of revenues					
Over (under) expenditures	13,998		1,264,937	n/a	 63,406
OTHER FINANCING SOURCES (USES)					
Operating Transfers-Out	-		(939)	0.00%	-
Contribution to (Use of) Fund Balance	13,998		-	0.00%	-
TOTAL FINANCING SOURCES (USES)	13,998		(939)	-6.71%	-
Net change in fund balance	\$ 13,998	\$	1,263,998	n/a	\$ 63,406
FUND BALANCE, BEGINNING (OCT 1, 2021)	 392,183		392,183		
FUND BALANCE, ENDING	\$ 406,181	\$	1,656,181		

	1	ANNUAL ADOPTED BUDGET	١	EAR TO DATE	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-22 ACTUAL
REVENUES						
Interest - Investments	\$	-	\$	41	0.00%	\$ 13
Hurricane Irma FEMA Refund		-		959,048	0.00%	19,618
TOTAL REVENUES		-		959,089	0.00%	19,631
EXPENDITURES						
Debt Service						
Principal Prepayments		-		1,351,000	0.00%	 -
Total Debt Service		-		1,351,000	0.00%	-
TOTAL EXPENDITURES		-		1,351,000	0.00%	-
Excess (deficiency) of revenues						
Over (under) expenditures		-		(391,911)	0.00%	 19,631
OTHER FINANCING SOURCES (USES)						
Interfund Transfer - In		-		939	0.00%	-
TOTAL FINANCING SOURCES (USES)		-		939	0.00%	-
Net change in fund balance	\$	-	\$	(390,972)	0.00%	\$ 19,631
FUND BALANCE, BEGINNING (OCT 1, 2021)		-		3,536,176		
FUND BALANCE, ENDING	\$		\$	3,145,204		

																TOTAL		
Acct		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Actual Thru	Projected	FY2022	Adopted	% of
No.	Account Description	Actual	Actual	Actual	Actual	Projected		Next 8 Mths	Total	Budget	Budget							
	<b>F</b>																	
	Revenues																	
361001	Interest - Investments	\$ 44	\$ 32	\$ 20	\$ 40	\$ 17	\$ 17	\$ 17	\$ 17	\$ 17	\$ 17	\$ 17	\$ 17	\$ 138	\$ 133	\$ 271	\$ 200	136%
347040	Golf Course Revenue	4,500	24,230	-	28,730	-	-	28,730	-	-	28,730	-	-	57,459	57,460	114,919	114,918	100%
361006	Interest - Tax Collector	-	-	-	144	-	-	-	-	-	-		-	144	-	144	-	0%
363010	Special Assmnts- Tax Collector	4,046	233,261	498,342	33,720	44,675	-	-	-	-	-	-	-	769,369	44,675	814,044	814,044	100%
363090	Special Assmnts- Discounts	(212)	(9,330)	(19,934)	(982)	(447)	-	-	-	-	-	-	-	(30,458)	(447)	(30,905)	(32,562)	95%
369900	Other Miscellaneous Revenues	1,500	-	500	1,000	-	-	-	-	-	-	-	-	3,000	-	3,000	-	0%
	Total Revenues	9,878	248,193	478,928	62,652	44,245	17	28,747	17	17	28,747	17	17	799,652	101,821	901,473	896,600	101%
	Expenditures																	
	Administrative																	
511001	P/R-Board of Supervisors	800	800	1,600	800	1,000	1,000	1,000	1,000	1.000	1,000	1,000	1,000	4,000	8,000	12,000	12,000	100%
521001	FICA Taxes	61	61	122	61	77	77	77	77	77	77	77	77	306	616	922	918	
531002	ProfServ-Arbitrage Rebate	-	-		-	-		-	-		-	-	600	-	600	600	600	
531013	ProfServ-Engineering	2,909	10,225	14.858	720		-		-		-		-	28,712	-	28,712	45,000	
531023	ProfServ-Legal Services	-,		7,156		-	-	-	-	-	-	-	-	7,156	-	7,156	21,000	
531024	ProfServ-Legal Litigation	-	-		-	-	-	-	-		-	-	-		-		25,000	
531027	ProfServ-Mgmt Consulting	4,893	4.893	4,893	4,893	4.893	4.893	4,893	4,893	4.893	4,893	4,893	4,893	19,570	39,140	58,710	58,710	
531028	ProfServ-Other Legal Charges	· _	15,563	(1,938)	5,438			-	-		-		-	19,063	-	19,063	-	0%
531035	ProfServ-Property Appraiser	-		-			-		-		-		36,341		36,341	36,341	36,341	100%
531045	ProfServ-Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	4,040	-	4,040	4,040	4,040	100%
532002	Auditing Services	-	-	-	-	-	-	-	4,900	-	-	-	-	-	4,900	4,900	4,900	100%
534397	Website Compliance	388	-	388	-	-	-	388	-	-	388	-	-	776	776	1,552	1,553	100%
541006	Postage and Freight	5	6	44	201	-	-	-	-	-	-	-	-	256	-	256	600	43%
545002	Insurance - General Liability	6,216	-	-	-	-	-	-	-	-	-	-	-	6,216	-	6,216	6,246	100%
547001	Printing and Binding	5	6	3	10	-	-	-	-	-	-	-	-	24	-	24	500	5%
548002	Legal Advertising	-	679	266	-	-	-	-	-	-	-	-	-	945	-	945	4,000	24%
549001	Miscellaneous Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000	0%
549009	Misc-Bank Charges	74	60	50	-	-	-	-	-	-	-	-	-	184	-	184	500	37%
549053	Misc-Special Projects	675	750	700	1,125	-	-	-	-	-	-	-	-	3,250	-	3,250	20,000	16%
549070	Misc-Assessment Collection Cost	77	4,479	9,568	655	894	-	-	-	-	-	-	-	14,778	894	15,672	16,281	96%
549900	Misc-Contingency	-	-	-	89	-	-	-	-	-	-	-	-	89	-	89	1,000	9%
551002	Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	250	0%
554007	Annual District Filing Fee	175	-	-	-	-	-	-	-	-	-	-	-	175	-	175	175	100%
	Total Administrative	16,278	37,522	37,710	13,992	6,863	5,970	6,358	10,870	5,970	6,358	5,970	46,951	105,500	95,307	200,807	261,614	77%

															1	OTAL		
Acct		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Actual Thru	Projected	FY2022	Adopted	% of
No.	Account Description	Actual	Actual	Actual	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	1/31/2022	Next 8 Mths	Total	Budget	Budget
	Field																	
531016	ProfServ-Field Management	417	417	417	417	417	417	417	417	417	417	417	417	1,667	3,333	5,000	5,000	100%
534076	Contracts-Preserve Maintenance	25,958	(875)	-	25,958	-	-	25,958	-	-	25,958	-	-	51,040	51,915	102,955	103,832	99%
534345	Contracts - Lake Maintenance	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	21,668	43,336	65,004	65,004	100%
546001	R&M-General	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	70,000	0%
546042	R&M-Lake	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	200,000	0%
546486	R&M-Weed Harvesting	-	-	25,395	4,995	-	-	-	-	-	-	-	-	30,390	-	30,390	60,000	51%
546506	R&M-Buoys	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,500	0%
546922	Miscellaneous Maintenance	-	-	-	45,350	-	-	-	-	-	-	-	-	45,350	-	45,350	6,170	735%
549960	Water Quality Testing	-	-	7,475	7,475	-	-	-	-	-	-	-	-	14,950	-	14,950	17,480	86%
564104	Capital Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
	Total Field	31,792	4,959	38,704	89,612	5,834	5,834	31,791	5,834	5,834	31,791	5,834	5,834	165,065	98,584	263,649	584,986	45%
	Total Expenditures	48,070	42,481	76,414	103,604	12,697	11,803	38,149	16,703	11,803	38,149	11,803	52,784	270,565	193,891	464,456	846,600	55%
	Decemen																	
568114	<u>Reserves</u> Reserve - Other	-													50,000	50,000	50,000	100%
300114				-		-	-	-	-	-	-	-	-					
	Total Reserves		-	-	-	-	-	-	-	-	-	-	-		50,000	50,000	50,000	100%
	Total Expenditures & Reserves	48,070	42,481	76,414	103,604	12,697	11,803	38,149	16,703	11,803	38,149	11,803	52,784	270,565	243,891	514,456	896,600	57%
	Excess (deficiency) of revenues																	
	Over (under) expenditures	(38,192)	205,712	402,514	(40,952)	31,549	(11,786)	(9,402)	(16,686)	(11,786)	(9,402)	(11,786)	(52,767)	529,087	(142,070)	387,017	-	0%
					( )		( , ) )		( )))))		( ) > )	( ) )	(* 1 * 7					
	Other Financing Sources (Uses)																	
	Contribution to (Use of) Fund Balance	-	-	-	-	31,549	(11,786)	(9,402)	(16,686)	(11,786)	(9,402)	(11,786)	(52,767)	-	(142,070)	(142,070)	-	0%
	Total Financing Sources (Uses)	· .	-	-	-	31,549	(11,786)	(9,402)	(16,686)	(11,786)	(9,402)	(11,786)	(52,767)	-	(142,070)	(142,070)	-	0%
	Net change in fund balance	\$ (38,192)	\$ 205,712	\$ 402,514	\$ (40,952)	\$ 31,549	\$ (11,786)	\$ (9,402)	\$ (16,686)	\$ (11,786)	\$ (9,402)	\$ (11,786)	\$ (52,767)	\$ 529,087	\$ (142,070)	\$ 387,017	\$-	0%
201000	Fund Balance Banking (Oct 4, 2024)													2/0 450		2/0 450	2/0 450	
391000	Fund Balance, Beginning (Oct 1, 2021)													369,152	-	369,152	369,152	
	Fund Balance, Ending													\$ 898,239	\$ (142,070)	\$ 756,169	\$ 369,152	

#### Statement of Revenue and Expenditures - All Funds

#### Notes to the Financial Statements January 31, 2022

General Fund

► <u>Assets</u>

- Allow Doubtful Accounts Collier County Tax Collector FY 2020 charge backs due to NSF checks
- Assessments Receivable Collier County Tax Collector FY 2020 charge backs due to NSF checks
- Due From/To Other Funds February Debt Service transfer to U.S. Bank trustee

Budget target 33.33%

#### Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Revenues				
Other Miscellaneous Revenue	\$0	\$3,000	0%	3,000 variance zoning from easement payments (6 @ $500$ each)
Expenditures				
Administration				
ProfServ-Engineering	\$45,000	\$28,712	64%	CPH fees & water monitoring thru Dec 2021
ProfServ-Legal Services	\$21,000	\$7,156	34%	Hopping Green & Sams legal fees to-date
ProfServ-Other Legal Charges	\$0	\$19,063	0%	Disaster Law & Consulting, legal fees to-date
Website Compliance	\$1,553	\$776	50%	Innersync Studio, quarterly web/compliance services
Postage and Freight	\$600	\$256	43%	IMS, FedEx, and Tax Collector to-date
Insurance - General Liability	\$6,246	\$6,216	100%	EGIS Insurance FY 2022 paid in full
Misc-Bank Charges	\$500	\$184	37%	Hancock Whitney account analysis fees to-date higher than anticipated
<u>Field</u>				
Contracts-Preserve Maintenance	\$103,832	\$51,040	49%	Peninsula Improvement, quarterly maintenance
R&M-Weed Harvesting	\$60,000	\$30,390	51%	Peninsula Improvement, weed cut & harvesting
Miscellaneous Maintenance	\$6,170	\$45,350	735%	M.R.I. Underwater Specialists, storm drainage cleaning
Water Quality Testing	\$17,480	\$14,950	86%	CPH water quality monitoring

# The Quarry Community Development District

Supporting Schedules

January 31, 2022

# Non-Ad Valorem Special Assessments - Collier County Tax Collector (Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2022

					ALLOCATIO	ON BY FUND
		Discount /		Gross		Series 2020
Date	Net Amount	(Penalties)	Collection	Amount	General	Debt Service
Received	Received	Amount	Cost	Received	Fund	Fund
Assessme	ents Levied			\$ 2,422,750	\$ 814,044	\$ 1,608,706
Allocation	%			100.00%	33.60%	66.40%
Real Estai	te - Installment					
10/28/21	\$ 11,181	\$ 632	\$ 228	\$ 12,041	\$ 4,046	\$ 7,995
11/04/21	74,126	3,152	1,513	78,790	26,474	52,317
11/11/21	285,439	12,136	5,825	303,400	101,942	201,458
12/23/21	666	21	14	701	235	465
01/21/22	5,097	161	104	5,361	1,801	3,560
Real Estai	te - Current					
11/26/21	293,566	12,481	5,991	312,039	104,845	207,194
12/03/21	1,184,323	50,554	24,170	1,259,046	423,040	836,007
12/23/21	210,369	8,752	4,293	223,414	75,067	148,347
01/21/22	90,391	2,761	1,845	94,997	31,919	63,078
TOTAL	\$ 2,155,157	\$ 90,649	\$ 43,983	\$ 2,289,789	\$ 769,369	\$ 1,520,420
% COLLE	ECTED			94.51%	94.51%	94.51%
TOTAL O	UTSTANDING			\$ 132,962	\$ 44,675	\$ 88,287

## Cash & Investment Report January 31, 2022

ACCOUNT NAME	BANK NAME	YIELD	BALANCE
OPERATING FUND			
(1) Operating - Checking Account	Hancock Whitney	0.00% \$	1,393,295
Public Funds MMA Variance Account	BankUnited	0.15%	405,570
		Subtotal	1,798,865
DEBT SERVICE AND CAPITAL PROJECT FUNDS			
Series 2020 Revenue Fund	U.S. Bank	0.01%	806,387
Series 2020 Construction Fund	U.S. Bank	0.01%	2,000,026
Series 2020 FEMA Reimbursement	U.S. Bank	0.01%	1,145,628
		Subtotal	3,952,041
		Total \$	5,750,906

(1) Jan transfer to U.S. Bank \$849,794

## The Quarry CDD

Bank Reconciliation

Bank Account No. Statement No. Statement Date	3489 01-22 1/31/2022	Hancock & Whitney Bank General Fund	
G/L Balance (LCY)	1,393,294.90	Statement Balance	1,455,270.09
G/L Balance	1,393,294.90	Outstanding Deposits	0.00
Positive Adjustments	0.00	-	
		Subtotal	1,455,270.09
Subtotal	1,393,294.90	Outstanding Checks	61,975.19
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	1,393,294.90	Ending Balance	1,393,294.90

Difference

0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandir	ng Checks					
1/24/2022	Payment	8357	LLOYD SCHLIEP	184.70	0.00	184.70
1/25/2022	Payment	8359	HOPPING GREEN & SAMS	3,704.49	0.00	3,704.49
1/25/2022	Payment	8361	NAPLES DAILY NEWS	266.00	0.00	266.00
1/25/2022	Payment	8362	PENINSULA IMPROVEMENT CORP.	11,750.00	0.00	11,750.00
1/31/2022	Payment	8365	СРН	720.00	0.00	720.00
1/31/2022	Payment	8366	M.R.I. UNDERWATER SPCECIALISTS, INC.	45,350.00	0.00	45,350.00
Tota	al Outstanding	J Checks		61,975.19		61,975.19

#### THE QUARRY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 1/01/22 to 1/31/22

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Рауее	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
HANCOO	CK & WHITN	EY BANK (	GENERAL	FUND - (ACCT# XXXXX3489)					
		04/05/00							44.49.494.97
Check	8348	01/05/22	Vendor	THE QUARRY CDD - C/O U.S. BANK N.A.	12292021-204	ASSESSMENT COLLECTIONS 2021-22	Due From Other Funds	131000	\$140,126.97
Check	8349	01/07/22	Vendor	INFRAMARK LLC	70028	NOV MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,892.50
Check	8349	01/07/22	Vendor	INFRAMARK LLC	70028	NOV MGMT FEES	Postage and Freight	001-541006-51301	\$5.83
Check	8349	01/07/22	Vendor	INFRAMARK LLC	70028	NOV MGMT FEES	Printing and Binding	001-547001-51301	\$5.64
Check	8349	01/07/22	Vendor	INFRAMARK LLC	70028	NOV MGMT FEES	ProfServ-Field Management	001-531016-53901	\$416.67
Check	8349	01/07/22	Vendor	INFRAMARK LLC	70028	NOV MGMT FEES	PROJECT MANAGER	001-549053-51301	\$750.00
Check	8349	01/07/22	Vendor	INFRAMARK LLC	71096	DEC MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,892.50
Check	8349	01/07/22	Vendor	INFRAMARK LLC	71096	DEC MGMT FEES	Printing and Binding	001-547001-51301	\$2.88
Check	8349	01/07/22	Vendor	INFRAMARK LLC	71096	DEC MGMT FEES	Postage and Freight	001-541006-51301	\$2.65
Check	8349	01/07/22	Vendor	INFRAMARK LLC	71096	DEC MGMT FEES	ProfServ-Field Management	001-531016-53901	\$416.67
Check	8349	01/07/22	Vendor	INFRAMARK LLC	71096	DEC MGMT FEES	Misc-Special Projects	001-549053-51301	\$700.00
Check	8350	01/07/22	Vendor	CPH	128986	ENGG SVCS THRU NOV 2021	ProfServ-Engineering	001-531013-51501	\$1,965.20
Check	8351	01/07/22	Vendor	DISASTER LAW & CONSULTING, LLC	010322	LEGAL COUNSEL THRU DEC 2021	ProfServ-Other Legal Charges	001-531028-51401	\$3,437.50
Check	8352	01/07/22	Vendor	THE QUARRY CDD	122921 3489	TRSF EXCESS FUNDS TO MMA 9841	Due From Other Funds	131000	\$245,000.00
Check	8353	01/07/22	Vendor	INNERSYNC STUDIO, LTD	20066	CDD WEBSITE SVC/COMPLIANCE SVCS	Website Compliance	001-534397-51301	\$388.13
Check	8354	01/07/22	Vendor	PENINSULA IMPROVEMENT CORP.	INV008344	NOV LAKE/LITTORAL MAINT	Contracts-Preserve Maintenance	001-534076-53901	\$5,417.00
Check	8354	01/07/22	Vendor	PENINSULA IMPROVEMENT CORP.	INV008345	NOV WEED HARVESTING	R&M-Weed Harvesting	001-546486-53901	\$13,645.00
Check	8355	01/07/22	Vendor	FEDEX	7-575-54432	FEDEX TO U.S. BANK	Postage and Freight	001-541006-51301	\$41.26
Check	8356	01/24/22	Employee	TIMOTHY B. CANTWELL	PAYROLL	January 24, 2022 Payroll Posting			\$184.70
Check	8357	01/24/22	Employee	LLOYD SCHLIEP	PAYROLL	January 24, 2022 Payroll Posting			\$184.70
Check	8358	01/24/22	Employee	STANLEY OMLAND	PAYROLL	January 24, 2022 Payroll Posting			\$184.70
Check	8359	01/25/22	Vendor	HOPPING GREEN & SAMS	125614	GENERAL FEES THRU 8/31/21	ProfServ-Legal Services	001-531023-51401	\$1,689.00
Check	8359	01/25/22	Vendor	HOPPING GREEN & SAMS	125781	GENERAL FEES THRU SEPT 2021	ProfServ-Legal Services	001-531023-51401	\$2,015.49
Check	8360	01/25/22	Vendor	СРН	127793	OCT 2021 WATER QUALITY MONITORING	Water Quality Testing	001-549960-53901	\$7,475.00
Check	8360	01/25/22	Vendor	СРН	128985	ENGG SVCS THRU NOV 2021	ProfServ-Engineering	001-531013-51501	\$160.00
Check	8360	01/25/22	Vendor	CPH	129445	FINAL HALF - WATER QUALITY MONITOR THRU 1/9/2022	Water Quality Testing	001-549960-53901	\$7,475.00
Check	8360	01/25/22	Vendor	CPH	128311	ENGG SVCS THRU OCT 17, 2021	ProfServ-Engineering	001-531013-51501	\$2,750.00
Check	8361	01/25/22	Vendor	NAPLES DAILY NEWS	0004247530	NOTICE OF MEETING 11/10/21	Legal Advertising	001-548002-51301	\$266.00
Check	8362	01/25/22	Vendor	PENINSULA IMPROVEMENT CORP.	INV008241	INV007849 5/28/21& INV008182 9/30/21 CORRECT INV'S	5/28/21 INV007849	001-546486-53901	\$875.00
Check	8362	01/25/22	Vendor	PENINSULA IMPROVEMENT CORP.	INV008241	INV007849 5/28/21& INV008182 9/30/21 CORRECT INV'S	9/30/21 INV008182	001-546486-53901	\$875.00
Check	8362	01/25/22	Vendor	PENINSULA IMPROVEMENT CORP.	INV008256	WEEDOO CUT/HARVEST ILLINOIS POND PICK UP AND HARVE	R&M-Weed Harvesting	001-546486-53901	\$7,480.00
Check	8362	01/25/22	Vendor	PENINSULA IMPROVEMENT CORP.	INV008256	WEEDOO CUT/HARVEST ILLINOIS POND PICK UP AND HARVE	R&M-Weed Harvesting	001-546486-53901	\$2,520.00
Check	8365	01/31/22	Vendor	СРН	129126	ENGG SVCS THRU DEC 2021	ProfServ-Engineering	001-531013-51501	\$720.00
Check	8366	01/31/22	Vendor	M.R.I. UNDERWATER SPCECIALISTS. INC.	3550	2021 STORM DRAIN CLEANING	Miscellaneous Maintenance	001-546922-53901	\$45.350.00
ACH	DD104	01/24/22	Employee	DEAN A. BRITT	PAYROLL	January 24, 2022 Payroll Posting			\$184.70
			bio100						\$151.70

Account Total \$502,495.69

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			VARIANCE	EASEMENTS						
	PENDING APPLICATIONS									
Surname	Applicant Property Address Email ame First Name		Email	Scope of Work	Application Received by Inframark	Application sent to Albert	••	Pending Further Review		
Hofkes	John & Mary	9051 Breakwater Drive	lamal@charter.net	3' x 6 1/2 landing outside west lanai door at grade (2' x 6 1/2) in easement area		16-Aug-21	from CPH			
	Quartz Cove at the Quarry Condiuminum Association, Inc	5435 Jaeger Road #4		Fountain installation request						

	Applicant				Application	Application	Confirmed receipt of	Application	Provided
Surname	First Name	Property Address	Email	Scope of Work	Received by Inframark	sent to Albert	application from CPH	Approved	Recorded
Mulvey	Andy	9403 Copper Rock Court	awmmdp@yahoo.com_	installation of boat dock behind home	6-Oct-21	11-Oct-21	14-Nov-21	15-Nov-21	
Beatty	Dustin	9179 Flint Ct	dustinbeatty@icloud.com	floating dock and 4400# lift	22-Jul-21			15-Nov-21	
Hill	D. Kent	9407 Quarry Dr	hillkent@hotmail.com	H shaped dock with boat lift and canopy	11-Oct-21			15-Nov-21	
Martins	Richard & Elaine	9075 Graphite Circle	REJMM5@aol.com	install J design dock	25-Aug-21	25-Aug-21		20-Sep-21	17-Nov-21
Turnman	Timothy & Linda	9237 Gypsum Way	<u>ltturnman@aol.com</u>	moved dock from 9172 Flint Ct	6-Jan-21	11-Jan-21	2-Jul-21	4-Feb-21	15-Nov-21
Curry	Kevin	9176 Flint Ct	kevincurry.55@gmail.com	Boat lift and repair	15-Oct-20	12-Nov-20	13-Nov-20	Yes	
DaBaene	Kenneth	9043 Graphite Circle	kendabaene@yahoo.com	Repair walkway	15-Oct-20	12-Nov-20	13-Nov-20	Yes	
Forster	Barbara	9286 Marblestone Dr	m@forsterusa.com_	Boat dock installation	Yes		13-Jul-20	13-Jul-20	

Gober	Douglas & Linda	9830 Slate Ct	dgobe1@comcast.net lindagobermk@comcast.net	Remove and replace installation	7-Aug-20	7-Aug-20	14-Aug-20	Yes	
Kramer	Adrian L	9396 Slate Ct	akramer@hollyconst.com	boat deck	11-Dec-19	11-Dec-19	10-Jan-20	Yes	
McFarlene	Tracy	9273 Quarry Drive	audiotracy@gmail.com	installing floating dock 15 x 20 w/6' walkway	22-Jan-21	26-Jan-21	26-Jan-21	25-Feb-21	
Moore	Geoffrey A. (Trust)	9719 Nickel Ridge Circle	<u>deborahbmoore@yahoo.com</u>	Brick paver, walkway	22-Jan-21	26-Jan-21	26-Jan-21	19-Apr-21	22-Jul-21
Omland	Stan & Nanci	9293 Quarry Dr	somland@omland.com	install paver walk through LME of existing elevations	22-Jun-20	22-Jun-20		Yes	Yes
Parker	Donald G.	8822 Spinner Cove Ln	dgparker1047@yahoo.com	Dock Repair	10-Sep-20	8-Oct-20	12-Oct-20	Yes	
Taylor	Scott J and Rhonda M.	9332 Granite Ct	<u>sjtoneup@gmail.com</u>	paver walkway to dock with paver landing in front of deck	6-Nov-19	11-Dec-19	10-Jan-20	Yes	

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### QUARRY COMMUNITY DEVELOPMENT DISTRICT APPLICATION FORM FOR VARIANCE FROM EASEMENT

This form should be completed by homeowners who are applying to the Quarry Community Association ("HOA") to install improvements on a lot, where such installation may impact the easement rights of the Quarry Community Development District ("CDD"). Notably, the CDD is responsible for the stormwater system and conservation areas serving the community, and, accordingly, holds certain rights in, among other lands, all "Drainage Easements," "Lake Maintenance Easements," and "Conservation Easements." It is the homeowner's responsibility to carefully review all property records and ensure that the homeowner and his or her contractor do not construct improvements (e.g., fences, landscaping, sprinklers, patios, decks, air conditioners, pools, etc.) within any such easement areas. (Note that such easements are identified on the community plats, but the plats may or may not correctly identify the CDD as the responsible party. Please contact the CDD if you are in doubt about any such easements.)

While the CDD discourages such requests, the CDD may in its sole discretion elect to grant limited variances in order to allow improvements to be placed in an easement area where the improvements will not materially affect the CDD's stormwater system. To obtain such a variance, a homeowner must:

- 1. Complete this Application Form.
- 2. Provide a copy of any application materials submitted to the HOA, including but not limited to:
  - a. Site Plan,
  - b. Sketch of Work, and
  - c. Design Plans

3. Submit a check for \$500.00 to the CDD for the CDD's cost to review the application. Additional fees may be charged as well at cost, in the event that the CDD is required to spend additional monies on engineering and/or other consultants to review the application.

4. Complete and execute a Variance Agreement for Installation of Improvements within CDD Easement ("Variance Agreement").

5. Provide a Certificate of Insurance showing: 1) bodily injury and property damage liability insurance in the amount of \$1,000,000 per occurrence, 2) statutory worker's compensation insurance, 3) employer's liability insurance, and 4) automobile liability insurance in the amount of \$1,000,000 per occurrence, all of which shall be maintained in force for the duration of the work. The Certificate shall name the CDD as an additional insured.

Once the information is provided, it will be reviewed by the CDD Staff, and your property will be inspected to determine whether a variance is appropriate. Then, a final determination will be made by either CDD Staff and/or the CDD's Board of Supervisors, and a notice will be sent indicating whether your application was approved or denied.

If your application is approved, the Owner shall notify the CDD prior to commencing work and upon completing work, so that the CDD may inspect the applicable easement area. Any such inspection shall not be deemed an approval by the CDD of any work, and the CDD shall retain all rights to enforce the terms of the Variance Agreement.

Please provide the following information:

1. Property Owner Name(s): John/Mary Hufkes

2. Property Address:9051 B	Breakwater Drive Agenda Page #54
Naple	s. FL 34120
3. Cell Phone of Owner: (715) 57	00000
4. Email Address of Owner: 1amo	Ne charter. net
	3'x 6" walkway from west side walkway. Use autumn
blend pavers to m	atch existing pavers.
6. Estimated Start Date: Complete	
7. Estimated Completion Date: Comp	1
8. Name and Contact Information for Contract	
Acknowledged and agreed to by:	
OWNER	OWNER
John E. Hofkes	Mary K. Hofker
	DATE SIGNATURE DATE
John E. Hopkes 1-1	18-22 Mary K Hopken 1-18-202.
7	. 0

PLEASE RETURN THIS COMPLETED FORM TO:

Inframark Infrastructure Management Services 15275 Collier Blvd #201-346 Naples, FL 34119

PLEASE NOTE THAT ANY INSPECTION DONE BY THE CDD IS FOR CDD PURPOSES ONLY AND MAY NOT BE RELIED UPON BY THE HOMEOWNER FOR ANY PURPOSE.

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager, Kathleen Dailey by e-mail at kdailey@sdsinc.org or by phone at 941-8754195.

After recording, please return to:

Inframark Infrastructure Management Services 15275 Collier Blvd #201-346 Naples, FL 34119

## VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS WITHIN CDD EASEMENT

This Variance Agreement for Installation of Improvements within CDD Easement ("Agreement") is entered into as of this <u>18</u> day of <u>January</u>, 2022, by and among <u>John Hofkes</u> and <u>Mary Hofkes</u> (together, "Owner") and the Quarry Community Development District ("CDD"), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes.

#### WITNESSETH:

WHEREAS, Owner is the owner of Lot 11, Block \_\_\_\_, as per the plat ("Plat") of  $Quarry Phase <math>\overline{\mathcal{F}}$  recorded in Plat Book 57, Pages 4-5 et seq., of the Public Records of Collier County, Florida ("Property"); and

WHEREAS, due to the CDD's legal interests in the Easement, among other reasons, Owner requires the CDD's consent before constructing improvements within any portion of the Surface Water Management System, including the Easement; and

WHEREAS, the CDD has agreed to consent to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals**. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. License for Improvements Installation & Maintenance; Limitation. Subject to the terms of this Agreement, the CDD hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the License Area.

Owner Responsibilities. The Owner has the following responsibilities:

Agenda Page #56 a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.

b. The Owner shall use only licensed and insured contractors to install the Improvements. Further, the Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).

c. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of the Quarry Community Association, Inc. ("Association"), as well as any other necessary legal interests and approvals).

d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of CDD or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the CDD for such repairs, at the CDD's option.

e. Owner's exercise of rights hereunder shall not interfere with CDD's rights under the Easement. For example, if the Improvements include a fence, such fence shall be installed within the Easement a few inches higher than ground level, so as not to impede the flow of water, or shall otherwise be constructed so as not to impede the flow of water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe or utilities that may be located within the Easement. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements.

f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements, and agrees to maintain the Improvements in good condition.

g. Additionally, the Owner shall keep the License Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.

h. The Owner shall notify the CDD prior to commencing work and upon completing work, so that the CDD may inspect the License Area. Any such inspection shall not be deemed an approval by the CDD of any work, and the CDD shall retain all rights to enforce the terms of this Agreement.

4. **Removal and/or Replacement of Improvements**. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easement described above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, the CDD may remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner's expense, and that the CDD is not obligated to return or re-install the Improvements to their original location

Agenda Page #57 and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend and hold harmless Collier County, the South Florida Water Management District, and the CDD as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

6. **Covenants Run with the Land**. This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.

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

8. **Default**. A default by either party under this Agreement – including but not limited to Owner's failure to meet its obligations under Section 3 above – shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

9. Attorney's Fees & Costs. The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.

10. **Counterparts**. This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and date first above written.

# FOR INSTALLATION OF IMPROVEMENTS WITHIN CDD EASEMENT]

Witnesses:	
By: Beller Parket	
Billie Jo Parker	
Print Name	-
By:	_
Jeremy Morris	

**Owner:** Print Name

Print Name

COUNTY OF \_ Collect )

The foregoing instrument was acknowledged before me this  $20^{4}$  day of 3022 by <u>Mary HofKeS</u>. He [A is personally known to me or [] produced \_\_\_\_\_\_\_as identification.

A	have
NOTARY PUBLI	TINA RAYMOND Notary Public - State of Florida Commission # GG 254345 My Comm. Expires Sep 4, 2022 Bonded through National Notary Assn.

(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

E. Hofkes

Print Name

Witnesses:

By: **Print Name** 

By: nocris erem.

**Print Name** 

STATE OF FLORIDA ) COUNTY OF Collier

The foregoing instrument was acknowledged before me this  $20^{44}$  day of January, 2022, by John HofKes . He [Vis personally known to me or [] produced \_ as identification.

Owner:

hu

NOTARY PUBLIC 10 TINA RAYMOND Notary Public - State of Florida Commission # GG 254345 My Comm. Expires Sep 4, 2022 Bonded through National Notary Assn. 

(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

[SIGNATURE PAGE TO VARIANCE AGREEMENT

# [SIGNATURE PAGE TO VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS WITHIN CDD EASEMENT]

Witnesses:		Quarry Community Development District				
Ву:		Ву;				
Print Name		Print Name				
Ву:		_				
Print Name						
STATE OF FLORIDA	)					
COUNTY OF <u>Cullier</u>	)					
The foregoing instru		lged before me this day of he Board of Supervisors of the Quarry C				
Development District, on be		He [ ] is personally known to me or [ ] p				

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[end of signature pages]

Agenda	a Page	#61

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Agenda Page #62

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CEP	OCATED. NOTWITHSTANDING ANY R RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	PER	REME TAIN, CIES.	ENT, TERM OR CONDITION THE INSURANCE AFFORE LIMITS SHOWN MAY HAVE	I OF ANY CONTRAC DED BY THE POLIC BEEN REDUCED BY	T OR OTHER ES DESCRIB PAID CLAIMS	DOCUMENT WITH RESP	FOT TO WHICH T
NSR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs
1	COMMERCIAL GENERAL LIABILITY	IF1	1				EACH OCCURRENCE	5
_	CLAIMS-MADE OCCUR					( )	DAMAGE TO RENTED PREMISES (Es accurrence)	\$
-							MED EXP (Any one person)	5
-		11					PERSONAL & ADV INJURY	5
0	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
-	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	5
_	OTHER:							5
P	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	5
L	OWNED SCHEDULED						BODILY INJURY (Per person)	\$
	AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	5
-	AUTOS ONLY AUTOS ONLY					N	PROPERTY DAMAGE (Per accident)	S
-						1		\$
	UMBRELLA LIAB OCCUR					12	EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE	1				1 3	AGGREGATE	S
-	DED RETENTION \$							S
	ORKERS COMPENSATION	1.1.1					X PER STATUTE ER	
	NO CHOLOVEDELLIADILITY							
A	ND EMPLOYERS' LIABILITY	N/A	N	COWC220859	01/07/2021	01/07/2022	E.L. EACH ACCIDENT	\$ 500,000
A OI	ND EMPLOYERS' LIABILITY NY PROPRIETOR/PARTNER/EXECUTIVE FFICER/MEMBER EXCLUDED?	N/A	N	COWC220859	01/07/2021	01/07/2022	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$ 500,000
A OI	ND EMPLOYERS' LIABILITY NY PROPRIETOR/PARTNER/EXECUTIVE FFICER/MEMBER EXCLUDED?	N/A	N	COWC220859	01/07/2021	01/07/2022	Contraction of the second second	500.000
A OI	ND EMPLOYERS' LIABILITY NY PROPRIETOR/PARTNER/EXECUTIVE FFICER/MEMBER EXCLUDED?	N / A	N	COWC220859	01/07/2021	01/07/2022	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
A OI	ND EMPLOYERS' LIABILITY NY PROPRIETOR/PARTNER/EXECUTIVE FFICER/MEMBER EXCLUDED?	N/A	N	COWC220859	01/07/2021	01/07/2022	E.L. DISEASE - EA EMPLOYEE	\$ 500,000

AUTHORIZED REPRESENTATIVE Hun

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Naples

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# Collier County Board of County Commissioners Certificate of Competency

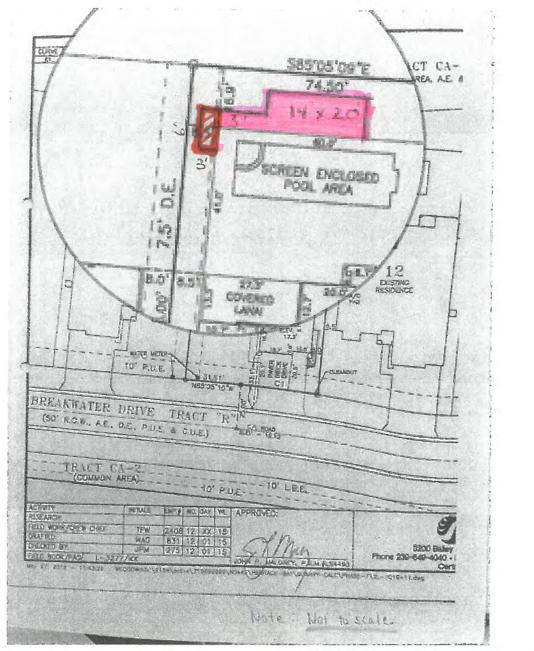
Collier County \* City of Marco \* City of Naples \* City of Everglades Issued Date: 08/18/2020

Company: Address:

Telephone: Qualifier: License #: Issuance #: Classification: Valid Thru: State License #: State Valid Thru: COMPACT PAVERS INC 11314 SUNRAY DR BONITA SPRINGS, FL 34135 (239) 273-3553 LOPEZ, BENJAMIN A. LCC20190000883 201900000523 PAVING BLOCKS 09/30/2021

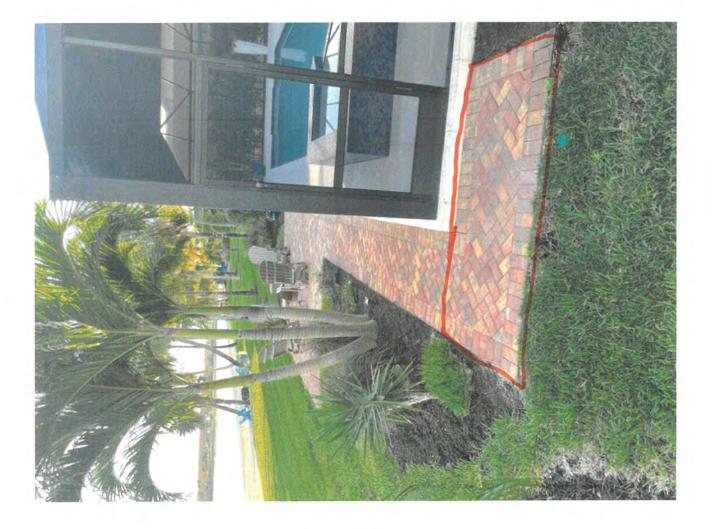
It is the Qualifier's responsibility to keep current all records with Collier County. This shall include insurance certificates and/or contact information. Always verify licenses online at https://CVPortal.CollierCountyFL.Gov/ Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



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Landing outside lanai door. 3'x 6'z' - 2'area in easement area Existing Patio/ PAGEZ Walkway



# **Eighth Order of Business**

# **8**A

#### THE QUARRY COMMUNITY DEVELOPMENT DISTRICT DISTRICT COUNSEL REPORT February 23, 2022 MEETING

- 1. Confer with Lopez, Faircloth, and Omland regarding agreement with contractor for lake bank repair project.
- 2. Work with counsel for QCA to finalize land swap agreements.
- 3. Confer with Omland, Faircloth, and golf club representatives regarding agreements for lake transfer.

# 8Bi

#### **RESOLUTION 2022-04**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT APRROVING CONVEYANCE DOCUMENTS FOR QUARRY GOLF CLUB, INC.'S CONVEYANCE OF CERTAIN LAKES TO THE DISTRICT; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, REVISE, AND EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Quarry Community Development District (the "District") is a local unit of specialpurpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), for the purpose of, among other things, financing and managing the acquisition, construction, reconstruction, maintenance and operation of certain infrastructure improvements within and without the boundaries of the district; and

**WHEREAS**, the District has the authority pursuant to Section 190.012, Florida Statutes, to acquire real property and improvements for, among other things, the purposes of operation and maintaining systems, facilities and basic infrastructures within the District; and

**WHEREAS**, the District has the authority pursuant to Section 190.011(7)(a), Florida Statutes, to acquire and/or dispose of any real property and dedications or platted reservations for purposes authorized by the Act, including the authorizing provided in Section 190.012, Florida Statutes; and

WHEREAS, Quarry Golf Club, Inc. ("Club") desires to convey the lakes described in more detail on **Exhibit A** attached hereto ("Lakes") to the District and the District desires to accept the Lakes ("Conveyance"); and

WHEREAS, attached hereto as Composite Exhibit B are forms of a Lake Transfer Agreement, Lake Maintenance and Access Easement Agreement, Quit-Claim Deed, and Memorandum of Agreement (collectively the "Conveyance Documents"), which identify the District and the Club's obligations and rights related to the Conveyance; and

**WHEREAS,** the District desires to approve the Conveyance Documents in substantial form and authorize District staff and the Chairman to review, revise, and execute, together with other documents necessary to effectuate the Conveyance.

WHEREAS, in addition to other benefits, the District finds that it is in its best interest, and the best interest of the landowners within the District, to accept the Lakes because the rights granted in the Conveyance Documents will enhance the District's ability to fulfil its obligation to maintain the stormwater management facilities throughout the community in the most effective and cost efficient manner.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT:

**1. Recitals**. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Resolution.

2. Approval of the Conveyance Documents. The Conveyance Documents are hereby approved in substantial form and authority is given to District staff and the Chairman to review, revise, and execute the Conveyance Documents.

3. Authorization of District Representatives. In addition to the approvals set forth in paragraph two, the Chairman, the Vice Chairman, the Secretary and any Assistant Secretaries (together with Chairman, Vice Chairman and Secretary, the "District Officers") and the District Manager, District Counsel and the District Engineer (collectively with District Officers, the "District Representatives") are hereby authorized and directed to take all actions necessary or desirable in connection with the Conveyance, and all transactions in connection therewith. The District Representatives are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

**4. Severability**. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue to be in full force and effect.

5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 23rd day of February 2022.

ATTEST:

#### QUARRY COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit ADescription of lakesComposite Exhibit BConveyance Documents

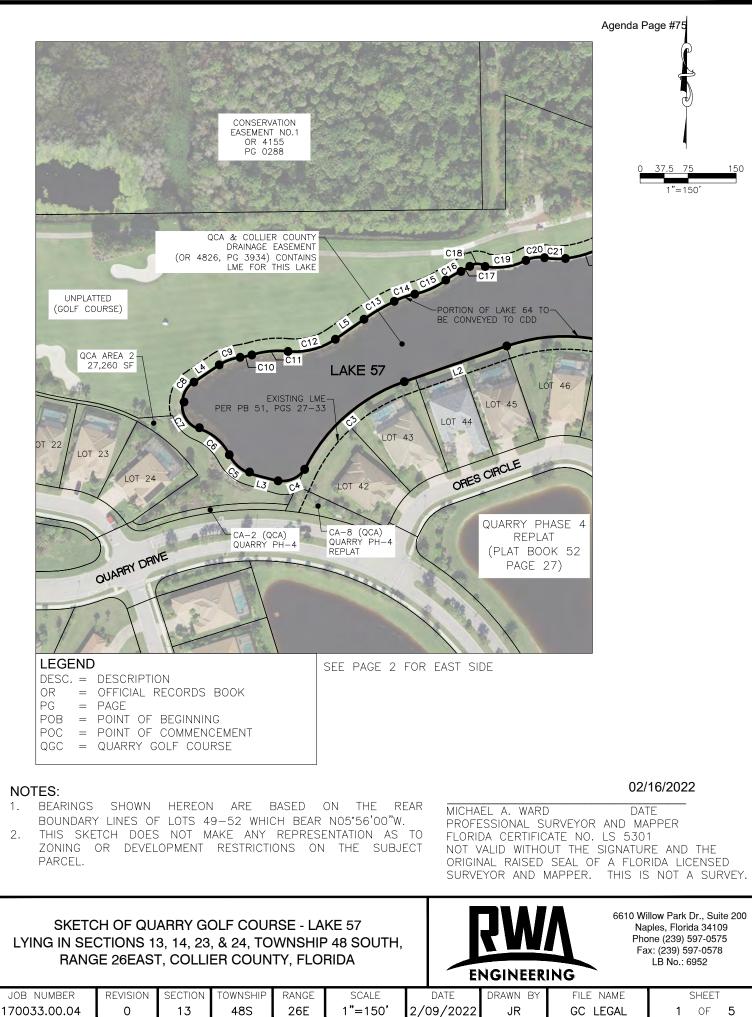
#### EXHIBIT A

#### **Description of Lakes**

#### COMPOSITE EXHIBIT B

**Conveyance Documents** 

## 8Bii



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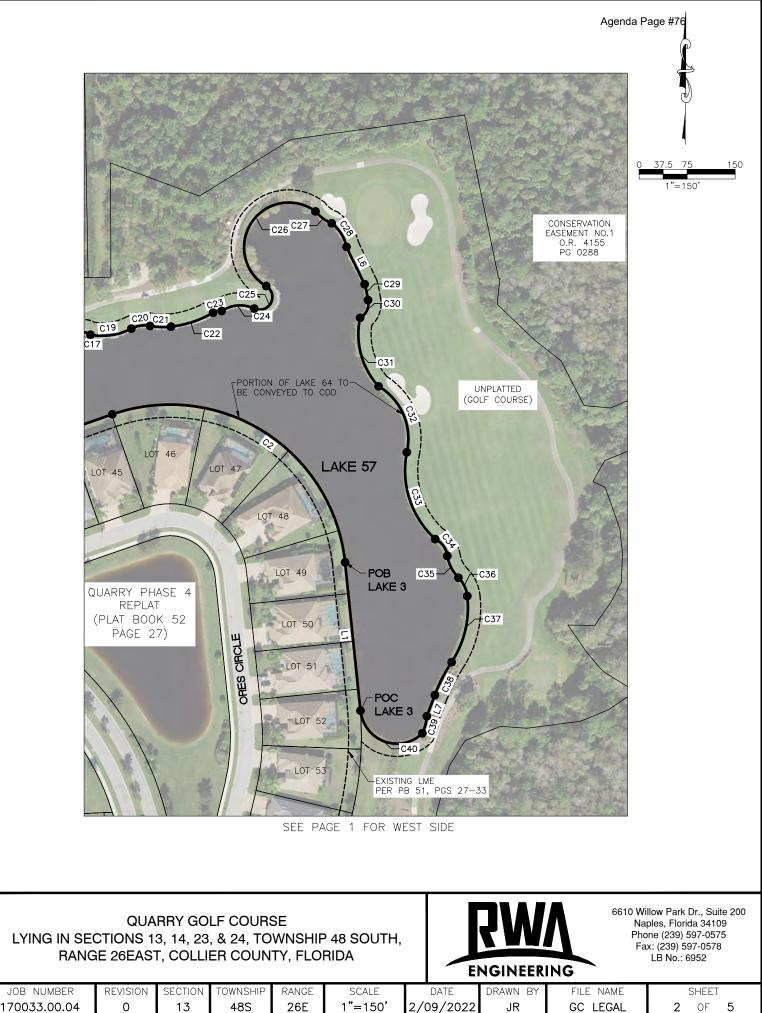
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OF 1

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#### LINE AND CURVE TABLE

Agenda Page #77

	LINE TABLE		
LINE	BEARING	LENGTH	
L1	N05°56'00"W	232.95'	(BASIS OF BEARINGS)
L2	S70*49'36"W	169.52'	
L3	N75°31'56"W	36.30'	
L4	N55°41'55"E	47.72'	
L5	N54°53'45"E	54.57'	
L6	S25°54'10"E	64.85'	
L7	S20*36'18"W	35.16'	

	CURVE TABLE								
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD				
C2	495.52'	275.00'	103°14'24"	N57°33'12"W	431.15'				
C3	212.72'	275.00'	44*19'08"	S48*40'02"W	207.45'				
C4	51.07'	41.91'	69*49'06"	S69*02'14"W	47.97'				
C5	50.40'	58.41'	49°26'24"	N50°48'44"W	48.85'				
C6	64.06'	77.29'	47°29'13"	N49°27'19"W	62.24'				
C7	53.95'	38.08'	81°10'53"	N31°05'18"W	49.55'				
C8	37.00'	37.04'	57°14'06"	N30*04'45"E	35.48'				
C9	35.10'	76.92'	26°08'47"	N70°24'32"E	34.80'				
C10	18.60'	97.23'	10°57'45"	N78°11'43"E	18.58'				
C11	57.24'	141.00'	23°15'32"	N84*20'36"E	56.85'				
C12	77.99'	109.95'	40*38'30"	N75*39'08"E	76.37'				
C13	55.04'	349.99'	9°00'35"	N59*24'03"E	54.98'				
C14	34.07'	141.57'	13°47'15"	N70°47'57"E	33.98'				
C15	53.58'	128.43'	23°54'15"	N65°44'28"E	53.19'				
C16	27.30'	125.17'	12*29'50"	N60°02'16"E	27.25'				
C17	16.16'	74.48'	12*26'05"	N60*04'08"E	16.13'				
C18	25.51'	19.78'	73°53'58"	S89°11'56"E	23.77'				
C19	65.71'	99.13'	37°58'34"	N81°35'04"E	64.51'				
C20	29.98'	45.24'	37*58'41"	N81*35'08"E	29.44'				
C21	32.87'	111.11'	16 <b>°</b> 57'06"	S87*54'05"E	32.75'				

	CURVE TABLE								
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD				
C22	69.87'	167.87'	23°50'54"	N71°41'55"E	69.37'				
C23	14.08'	21.26'	37*56'19"	N78°44'38"E	13.82'				
C24	53.15'	51.26'	59 <b>°</b> 24'43"	N85°47'10"E	50.80'				
C25	61.15'	20.00'	175°10'28"	N27°54'18"E	39.96'				
C26	227.53'	70.01'	186°13'19"	N33°25'43"E	139.80'				
C27	31.79'	60.23'	30°14'14"	S53°25'41"E	31.42'				
C28	44.44'	64.15'	39*41'33"	S32°22'17"E	43.56'				
C29	25.42'	128.74'	11*18'50"	S11°26'31"E	25.38'				
C30	32.62'	24.58'	76°02'02"	S23°51'11"W	30.28'				
C31	115.01'	120.28'	54 <b>°</b> 46'57"	S15°05'50"E	110.67'				
C32	120.05'	95.05'	72*22'08"	S23°11'54"E	112.23'				
C33	149.34'	144.62'	59 <b>°</b> 09'49"	S18°07'24"E	142.79'				
C34	33.65'	35.34'	54 <b>°</b> 32'49"	S36°00'50"E	32.39'				
C35	38.89'	61.87'	36*00'34"	S26°44'43"E	38.25'				
C36	32.30'	48.84'	37*53'30"	S25°48'15"E	31.71'				
C37	108.50'	154.17'	40°19'31"	S13*18'16"W	106.28'				
C38	57.95'	258.15'	12*51'43"	S27°02'09"W	57.83'				
C39	27.82'	81.71'	19°30'26"	S14°54'52"W	27.69'				
C40	128.21'	57.06'	128°44'09"	N69°46'50"W	102.89'				

#### QUARRY GOLF COURSE LYING IN SECTIONS 13, 14, 23, & 24, TOWNSHIP 48 SOUTH, RANGE 26EAST, COLLIER COUNTY, FLORIDA



6610 Willow Park Dr., Suite 200 Naples, Florida 34109 Phone (239) 597-0575 Fax: (239) 597-0578 LB No.: 6952

JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
170033.00.04	0	13	48S	26E	N/A	2/09/2022	JR	GC LEGAL	3 OF 5

#### Agenda Page #78

L GD	LEGAL DESCRIPTION CONTINUES IN SHEET 5									
	LEGAL DESC LYING IN SEC RANG	CTIONS 1	3, 14, 23		WNSHIF	48 SOUTH,			Na Ph F	Villow Park Dr., Suite 200 aples, Florida 34109 ione (239) 597-0575 ax: (239) 597-0578 LB No.: 6952
	JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
1	70033.00.04	0	13	48S	26E	N/A	2/09/202	2 JR	GC LEGAL	4 OF 5

CENTRAL ANGLE OF 57"14'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.30"04'45"E. FOR 35.48 FEET; THENCE N.55\*41'55"E., FOR 47.72 FEET TO A POINT ON A CURVE; THENCE EASTERLY 35.10 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 76.92 FEET THROUGH A CENTRAL ANGLE OF 26'08'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.70°24'32"E. FOR 34.80 FEET TO A POINT ON A CURVE; THENCE EASTERLY 18.60 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 97.23 FEET THROUGH A CENTRAL ANGLE OF 10'57'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.78'11'43"E. FOR 18.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 57.24 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 141.00 FEET THROUGH A CENTRAL ANGLE OF 23"15'32" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.84"20'36"E. FOR 56.85 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 77.99 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 109.95 FEET THROUGH A CENTRAL ANGLE OF 40'38'30" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.75'39'08"E. FOR 76.37 FEET; THENCE N.54°53'45"E., FOR 54.57 FEET TO A POINT OF CURVATURE: THENCE NORTHEASTERLY 55.04 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 349.99 FEET THROUGH A CENTRAL ANGLE OF 09'00'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.59'24'03"E. FOR 54.98 FEET TO A POINT OF COMPOUND CURVATURE: THENCE FASTERLY 34 07 FEET ALONG THE ARC OF A COMPOLIND CURVE TO THE RIGHT HAVING A RADIUS OF 141 57 FEET THROUGH A CENTRAL ANGLE OF 13'47'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.70'47'57"E. FOR 33.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 53.58 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 128.43 FEET THROUGH A CENTRAL ANGLE OF 23'54'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.65'44'28"E. FOR 53.19 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 27.30 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 125.17 FEET THROUGH A CENTRAL ANGLE OF 12'29'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.60'02'16"E. FOR 27.25 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 16.16 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 74.48 FEET THROUGH A CENTRAL ANGLE OF 12'26'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.60'04'08"E. FOR 16.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 25.51 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 19.78 FEET THROUGH A CENTRAL ANGLE OF 73"53'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.89"11'56"E. FOR 23.77 FEET TO A POINT ON A CURVE: THENCE FASTERLY 65.71 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 99.13 FEET THROUGH A CENTRAL ANGLE OF 37'58'34" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.81'35'04"E. FOR 64.51 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 29.98 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 45.24 FEET THROUGH A CENTRAL ANGLE OF 37'58'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.81'35'08"E. FOR 29.44 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 32.87 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 111.11 FEET THROUGH A CENTRAL ANGLE OF 16'57'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.87'54'05"E. FOR 32.75 FEET TO A POINT OF COMPOUND CURVATURE; THENCE EASTERLY 69.87 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 167.87 FEET THROUGH A CENTRAL ANGLE OF 23'50'54" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.71'41'55"E. FOR 69.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 14.08 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 21.26 FEET THROUGH A CENTRAL ANGLE OF 37\*56'19" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.78\*44'38"E. FOR 13.82 FEET TO A POINT ON A CURVE: THENCE EASTERLY 53.15 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 51.26 FEET THROUGH A CENTRAL ANGLE OF 59'24'43" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.85'47'10"E. FOR 50.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 61.15 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 175"10'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.27"54'18"E. FOR 39.96 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHWESTERLY 495.52 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET THROUGH A CENTRAL ANGLE OF 103'14'24" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.57'33'12"W. FOR 431.15 FEET;

ANGLE OF 49'26'24" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.50'48'44"W. FOR 48.85 FEET TO A POINT ON A CURVE:

COMMENCING AT THE EAST CORNER OF LOT 52 OF QUARRY PHASE 4 REPLAT. PLAT BOOK 52. PAGE 27:

THENCE NO5'56'00"W, FOR 232.95' TO A POINT OF BEGINNING HEREIN DESCRIBED PARCEL;

THENCE S.70°49'36"W., FOR 169.52 FEET TO A POINT OF CURVATURE: THENCE SOUTHWESTERLY 212.72 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET THROUGH A CENTRAL ANGLE OF 4419'08" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.48'40'02"W. FOR 207.45 FEET TO A POINT ON A CURVE;

THENCE WESTERLY 51.07 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 41.91 FEET THROUGH A CENTRAL

THENCE N.75'31'56"W., FOR 36.30 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY 50.40 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 58.41 FEET THROUGH A CENTRAL

ANGLE OF 69\*49'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.69\*02'14"W. FOR 47.97 FEET;

THENCE NORTHWESTERLY 64.06 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 77.29 FEET THROUGH A CENTRAL ANGLE OF 47'29'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.49'27'19"W. FOR 62.24 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY 53.95 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 38.08 FEET THROUGH A CENTRAL ANGLE OF 8110'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.31'05'18"W. FOR 49.55 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 37.00 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 37.04 FEET THROUGH A

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#### LEGAL DESCRIPTION

#### LEGAL DESCRIPTION

THENCE NORTHEASTERLY 227.53 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 70.01 FEET THROUGH A CENTRAL ANGLE OF 186"3'19" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.33"25'43"E. FOR 139.80 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 31.79 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 60.23 FEET THROUGH A CENTRAL ANGLE OF 30'14'14" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.53'25'41"E. FOR 31.42 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 44.44 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 64.15 FEET THROUGH A CENTRAL ANGLE OF 39'41'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.32'22'17"E. FOR 43.56 FEET; THENCE S.25'54'10"E., FOR 64.85 FEET TO A POINT ON A CURVE: THENCE SOUTHERLY 25.42 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 128.74 FEET THROUGH A CENTRAL ANGLE OF 11"18'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.11"26'31"E. FOR 25.38 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 32.62 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 24.58 FEET THROUGH A CENTRAL ANGLE OF 76'02'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.23'51'11"W. FOR 30.28 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 115.01 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 120.28 FEET THROUGH A CENTRAL ANGLE OF 54°46'57" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.15°05'50"E. FOR 110.67 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 120.05 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 95.05 FEET THROUGH A CENTRAL ANGLE OF 72\*22'08" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.23"11'54"E. FOR 112.23 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 149.34 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 144.62 FEET THROUGH A CENTRAL ANGLE OF 59'09'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.18'07'24"E. FOR 142.79 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 33.65 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 35.34 FEET THROUGH A CENTRAL ANGLE OF 54'32'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.36'00'50"E. FOR 32.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 38.89 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 61.87 FEET THROUGH A CENTRAL ANGLE OF 36'00'34" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.26'44'43"E. FOR 38.25 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 32.30 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 48.84 FEET THROUGH A CENTRAL ANGLE OF 37'53'30" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.25'48'15"E. FOR 31.71 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY 108.50 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 154.17 FEET THROUGH A CENTRAL ANGLE OF 40"9'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.13"18'16"W. FOR 106.28 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY 57.95 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 258.15 FEET THROUGH A CENTRAL ANGLE OF 12\*51'43" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.27\*02'09"W. FOR 57.83 FEET; THENCE S.20°36'18"W., FOR 35.16 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 27.82 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 81.71 FEET THROUGH A CENTRAL ANGLE OF 19'30'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.14'54'52"W. FOR 27.69 FEET TO A POINT ON A CURVE; THENCE WESTERLY 128.21 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 57.06 FEET THROUGH A CENTRAL ANGLE OF 128\*44'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.69\*46'50"W. FOR 102.89 FEET;

THENCE N.05'56'00"W, FOR 232.95 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 235,921 SQUARE FEET OR 5.42 ACRES, MORE OR LESS.

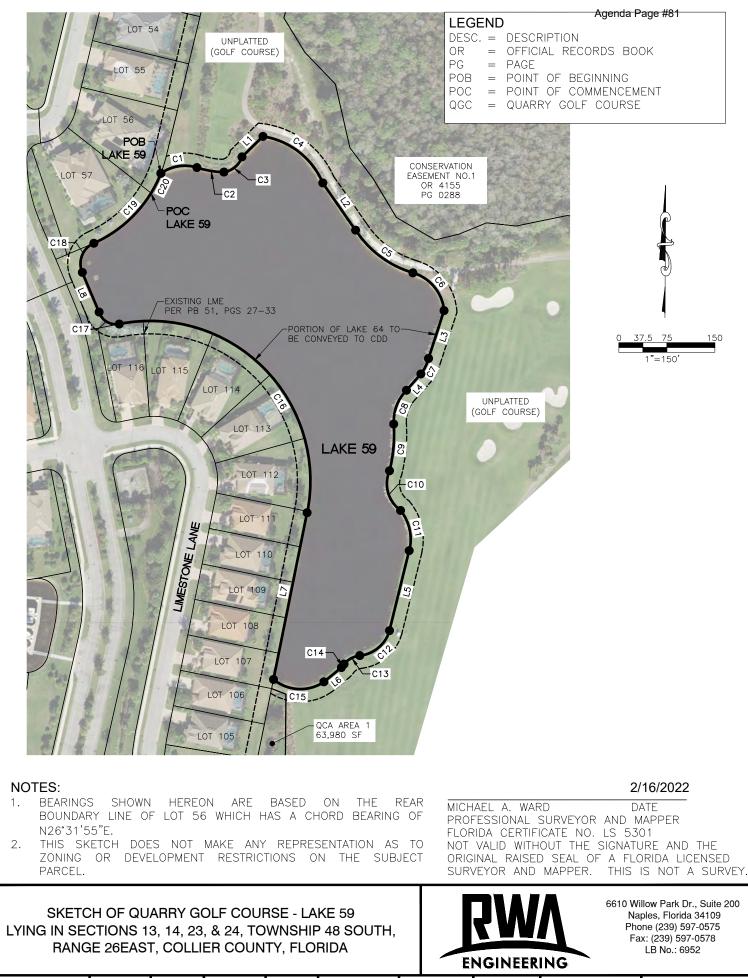
#### SEE PAGE 4 FOR BEGINNING OF LEGAL DESCRIPTION

#### QUARRY GOLF COURSE LYING IN SECTIONS 13, 14, 23, & 24, TOWNSHIP 48 SOUTH, RANGE 26EAST, COLLIER COUNTY, FLORIDA



JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
170033.00.04	0	13	48S	26E	N/A	2/09/2022	JR	GC LEGAL	5 OF 5

# 8Biii



JOB NUMBER SECTION TOWNSHIP SCALE DATE DRAWN BY FILE NAME REVISION RANGE SHEET 2/09/2022 1"=150' 170033.00.04 0 13 48S 26E JR GC LEGAL OF 1 3

LINE TABLE							
LINE	BEARING	LENGTH					
L1	N45°45'10"E	45.87'					
L2	S34°51'18"E	89.82'					
L3	S18°03'02"W	78.64'					
L4	S41°27'20"W	33.93'					
L5	S13°50'36"W	128.77'					
L6	S50°40'17"W	35.22'					
L7	N11°24'52"E	265.72'					
L8	N22*54'36"W	67.20'					

			CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA	LTA CHORD BEARING CHORD		
C1	58.85'	65.21'	51°42'28"	N80*50'12"E	56.87'	
C2	42.89'	143.65'	17*06'28"	S80°18'05"E	42.73'	
C3	38.80'	36.11'	61°34'03"	N50°05'09"E	36.96'	
C4	123.43'	121.50'	58°12'22"	S52°07'20"E	118.19'	
C5	113.99'	160.35'	40°43'50"	S53°16'56"E	111.60'	
C6	81.41'	68.26'	68°19'47"	S39°28'29"E	76.67'	
C7	27.06'	67.12'	23*05'46"	S26°21'16"W	26.87'	
C8	58.12'	68.47'	48°37'51"	S20°41'31"W	56.39'	
C9	73.65'	240.96'	17°30'45"	S05°06'02"W	73.36'	
C10	69.52'	51.16'	77*52'00"	S15°25'58"E	64.30'	
C11	66.50'	72.99'	52°12'22"	S12°15'35"E	64.23'	
C12	64.16'	55.07'	66°45'27"	S49°52'24"W	60.59'	
C13	28.45'	38.12'	42°45'09"	S61°52'42"W	27.79'	
C14	7.15'	17.60'	23°15'41"	S39°02'26"W	7.10'	
C15	84.32'	66.03'	73*09'40"	N87°13'48"W	78.71'	
C16	491.43'	250.00'	112°37'40"	N44°53'19"W	416.04'	
C17	40.15'	27.48'	83°42'36"	N59°20'51"W	36.67'	
C18	54.35'	35.00'	88*58'33"	N21*34'41"E	49.05'	
C19	155.26'	200.00'	44*28'39"	N43*49'37"E	151.39'	
C20	34.51'	200.00'	9°53'14"	N26°31'55"E	34.47'	

### QUARRY GOLF COURSE LYING IN SECTIONS 13, 14, 23, & 24, TOWNSHIP 48 SOUTH, RANGE 26EAST, COLLIER COUNTY, FLORIDA



	6610 Willow Park Dr., Suite 20
	Naples, Florida 34109
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	Fax: (239) 597-0578
	LB No.: 6952
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JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
170033.00.04	0	13	48S	26E	N/A	2/09/2022	JR	GC LEGAL	2 OF 3

#### LEGAL DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF LOT 56 OF QUARRY PHASE 4 REPLAT, PLAT BOOK 52, PAGE 27; THENCE EASTERLY 34.51 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF 09'53'14" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.26'31'55"E. FOR 34.47 FEET TO A POINT ON A CURVEAND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE EASTERLY 58.85 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 65.21 FEET THROUGH A CENTRAL ANGLE OF 51\*42'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.80\*50'12"E. FOR 56.87 FEET TO A POINT ON A CURVE; THENCE EASTERLY 42.89 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 143.65 FEET THROUGH A CENTRAL ANGLE OF 17°06'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.80°18'05"E. FOR 42.73 FEET TO A POINT ON A CURVE: THENCE NORTHEASTERLY 38.80 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 36.11 FEET THROUGH A CENTRAL ANGLE OF 61"34'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.50"05'09"E. FOR 36.96 FEET; THENCE N.45\*45'10"E., FOR 45.87 FEET TO A POINT ON A CURVE: THENCE SOUTHEASTERLY 123.43 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 121.50 FEET THROUGH A CENTRAL ANGLE OF 5812'22" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.52'07'20"E. FOR 118.19 FEET; THENCE S.34°51'18"E., FOR 89.82 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 113.99 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 160.35 FEET THROUGH A CENTRAL ANGLE OF 40'43'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.53'16'56"E. FOR 111.60 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 81.41 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 68.26 FEET THROUGH A CENTRAL ANGLE OF 68"19'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.39"28'29"E. FOR 76.67 FEET; THENCE S.18°03'02"W., FOR 78.64 FEET TO A POINT ON A CURVE: THENCE SOUTHWESTERLY 27.06 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 67.12 FEET THROUGH A CENTRAL ANGLE OF 23'05'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.26"21'16"W. FOR 26.87 FEET; THENCE S.41°27'20"W. FOR 33.93 FEET TO A POINT ON A CURVE: THENCE SOUTHERLY 58.12 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 68.47 FEET THROUGH A CENTRAL ANGLE OF 48'37'51" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.20'41'31"W. FOR 56.39 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 73.65 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 240.96 FEET THROUGH A CENTRAL ANGLE OF 17'30'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.05'06'02"W. FOR 73.36 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 69.52 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 51.16 FEET THROUGH A CENTRAL ANGLE OF 77\*52'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.15\*25'58"E. FOR 64.30 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 66.50 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 72.99 FEET THROUGH A CENTRAL ANGLE OF 5212'22" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.1215'35"E. FOR 64.23 FEET; THENCE S.13'50'36"W., FOR 128.77 FEET TO A POINT ON A CURVE: THENCE SOUTHWESTERLY 64.16 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 55.07 FEET THROUGH A CENTRAL ANGLE OF 66'45'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.49'52'24"W. FOR 60.59 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 28.45 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 38.12 FEET THROUGH A CENTRAL ANGLE OF 42'45'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.61'52'42"W. FOR 27.79 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 7.15 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 17.60 FEET THROUGH A CENTRAL ANGLE OF 23"15'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.39"02'26"W. FOR 7.10 FEET; THENCE S.50\*40'17"W., FOR 35.22 FEET TO A POINT ON A CURVE: THENCE WESTERLY 84.32 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 66.03 FEET THROUGH A CENTRAL ANGLE OF 73"O9'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.87"13'48"W. FOR 78.71 FEET; THENCE N.11°24'52"E., FOR 265.72 FEET TO A POINT ON A CURVE: THENCE NORTHWESTERLY 491.43 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET THROUGH A CENTRAL ANGLE OF 112"37'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.44"53'19"W. FOR 416.04 FEET TO A POINT OF REVERSE CURVATURE: THENCE NORTHWESTERLY 40.15 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 27.48 FEET THROUGH A CENTRAL ANGLE OF 83°42'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.59°20'51"W. FOR 36.67 FEET; THENCE N.22°54'36"W., FOR 67.20 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 54.35 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET THROUGH A CENTRAL ANGLE OF 88\*58'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.21\*34'41"E. FOR 49.05 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 155.26 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF 44"28'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.43"49'37"E. FOR 151.39 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; CONTAINING 202,392 SQUARE FEET OR 4.65 ACRES, MORE OR LESS. 66 LEGAL DESCRIPTION OF QUARRY GOLF COURSE - LAKE 59

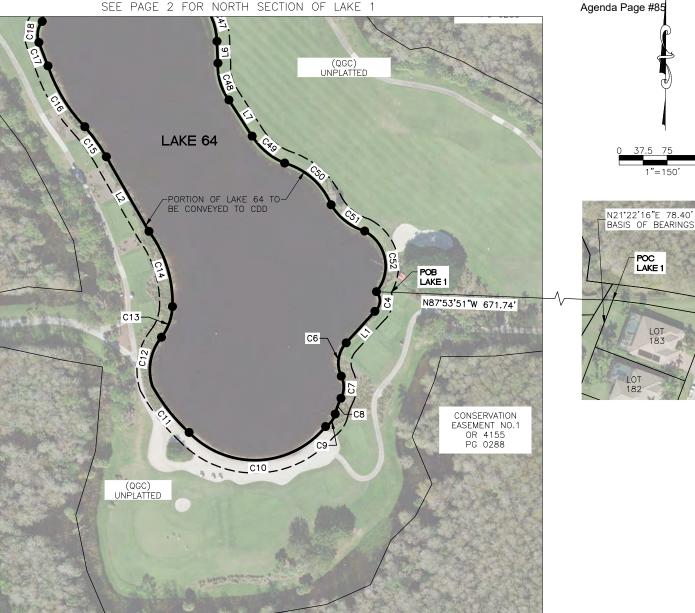
LYING IN SECTIONS 13, 14, 23, & 24, TOWNSHIP 48 SOUTH, RANGE 26EAST, COLLIER COUNTY, FLORIDA



610 Willow Park Dr., Suite 20	0
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LB No.: 6952	

JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
170033.00.04	0	13	48S	26E	N/A	2/09/2022	JR	GC LEGAL	3 OF 3

## 8Biv



SCALE

1"=150'

- DESC. = DESCRIPTION
- = OFFICIAL RECORDS BOOK

JOB NUMBER

170033.00.04

- = POINT OF BEGINNING
- = POINT OF COMMENCEMENT

REVISION

0

- = QUARRY GOLF COURSE
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWEST BOUNDARY LINE OF LOT 183 WHICH BEAR N21°22'16"E. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO
- ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT

MICHAEL A. WARD DATE PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. LS 5301 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS IS NOT A SURVEY.

2/16/2022

150

75 =150

LOT

183

SKETCH OF QUARRY GOLF COURSE - LAKE 64
LYING IN SECTIONS 13, 14, 23, & 24, TOWNSHIP 48 SOUTH,
RANGE 26EAST, COLLIER COUNTY, FLORIDA

TOWNSHIP

48S

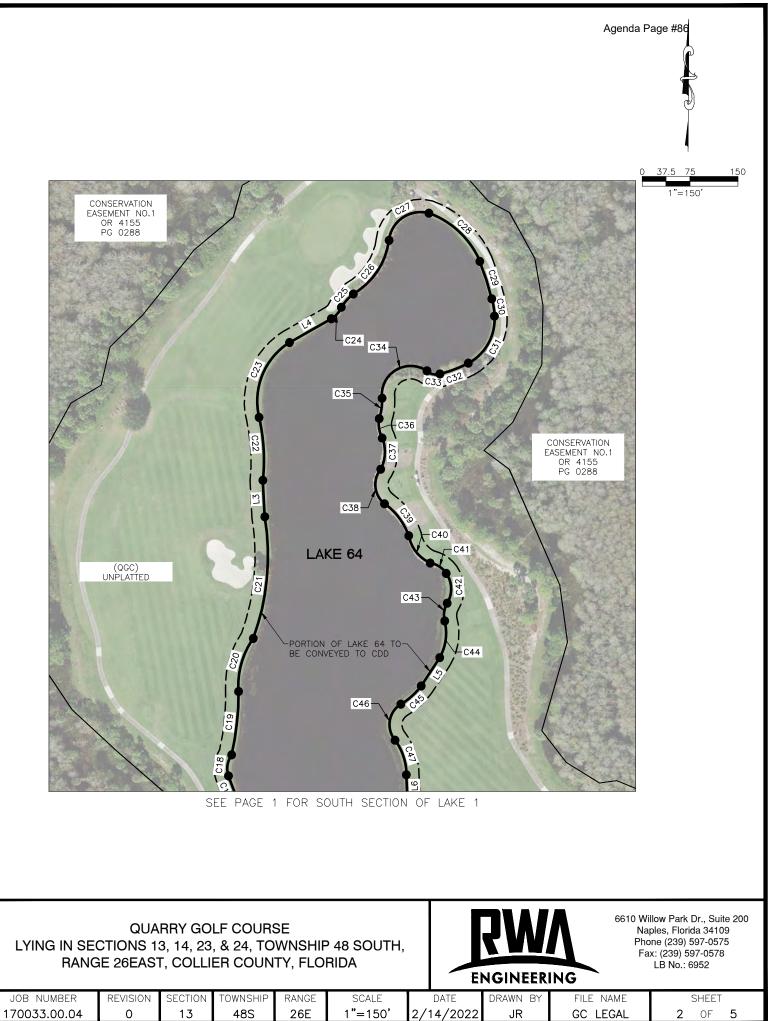
RANGE

26E

SECTION

13





#### LINE AND CURVE TABLE

LINE TABLE						
LINE	BEARING	LENGTH				
L1	S42°19'26"W	66.65'				
L2	N29°44'34"W	134.29'				
L3	N03°03'43"W	57.12'				
L4	N60°23'54"E	75.10'				
L5	S33°21'22"W	52.87'				
L6	S02°32'10"E	34.22'				
L7	S32*41'09"E	67.24'				

CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD		
C4	34.52'	20.93'	94°30'26"	S04°27'48"W	30.73'		
C6	55.72'	46.91'	68*02'58"	S08°17'57"W	52.50'		
C7	35.69'	38.55'	53°01'58"	S00°47'27"W	34.43'		
C8	26.52'	105.84'	14°21'21"	S20°07'46"W	26.45'		
С9	25.42'	29.67'	49°05'00"	S37*29'35"W	24.65'		
C10	241.07'	142.86'	96°41'09"	S87*33'40"W	213.47'		
C11	93.71'	282.25'	19°01'20"	N38°09'10"W	93.28'		
C12	79.84'	80.42'	56°52'47"	N10°56'02"E	76.60'		
C13	51.83'	82.88'	35°49'45"	N19°38'52"E	50.99'		
C14	125.33'	187.81'	38°14'00"	N17°20'37"W	123.01'		
C15	57.90'	291.80'	11°22'07"	N35°25'38"W	57.80'		
C16	112.07'	250.49'	25°38'07"	N31°16'06"W	111.14		
C17	39.20'	767.37'	2*55'37"	N21°02'09"W	39.20'		
C18	34.65'	35.03'	56°40'02"	N08*45'40"E	33.25'		
C19	99.86'	405.66'	14°06'17"	N06*11'24"E	99.61'		
C20	87.77'	129.93'	38°42'19"	N15°34'08"E	86.11'		
C21	192.97'	378.82'	29°11'10"	N05°25'03"E	190.89'		
C22	98.99'	298.26'	19°00'55"	N03*26'11"W	98.53'		
C23	134.74'	108.45'	71°11'01"	N22*06'42"E	126.24		
C24	24.22'	36.50'	38°01'12"	N41°23'18"E	23.78'		

			CURVE TABLE		
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C25	28.15'	61.08'	26°24'04"	N41°33'07"E	27.90'
C26	104.47'	114.49'	52°16'56"	N33*44'04"E	100.89
C27	85.40'	49.52'	98°48'36"	N55*50'25"E	75.20'
C28	112.61'	139.58'	46°13'19"	S46°36'51"E	109.58
C29	61.32'	459.82'	7°38'28"	S17°41'43"E	61.28'
C30	27.48'	151.14'	10°24'59"	S08°39'59"E	27.44
C31	88.72'	78.03'	65°08'23"	S29*06'42"W	84.01
C32	47.57'	184.89'	14*44'33"	S69*03'10"W	47.44
C33	21.54'	22.93'	53°49'50"	N76°39'39"W	20.76
C34	103.12'	45.21'	130°41'40"	S58*44'38"W	82.18
C35	32.54'	76.37'	24°24'49"	S08*04'40"W	32.30
C36	31.21'	47.68'	37°30'05"	S09°07'34"E	30.65
C37	50.09'	59.89'	47°55'02"	S02*48'29"W	48.64
C38	60.28'	38.52'	89°39'27"	S06°07'29"E	54.32
C39	63.65'	102.38'	35°37'14"	S37°14'32"E	62.63
C40	56.87'	56.59'	57°34'16"	S38°09'14"E	54.50
C41	30.58'	39.39'	44°29'02"	S57°08'25"E	29.82
C42	49.35'	42.91'	65°53'43"	S01°57'03"E	46.67
C43	28.81'	36.48'	45°15'03"	S08°22'17"W	28.07
C44	59.05'	77.14'	43°51'18"	S07*40'24"W	57.62

CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD		
C45	43.14'	119.63'	20°39'39"	S47°59'39"W	42.91'		
C46	64.78'	37.50'	98°58'24"	S09°04'05"W	57.02'		
C47	57.71'	93.02'	35°32'48"	S18°14'04"E	56.79'		
C48	61.21'	89.63'	39°07'42"	S16°41'07"E	60.03'		
C49	66.84'	108.32'	35°21'15"	S50°21'46"E	65.78'		
C50	101.18'	112.97'	51°19'06"	S48*07'50"E	97.83'		
C51	67.93'	94.53'	41°10'26"	S51*52'31"E	66.48'		
C52	110.51'	62.13'	101°55'03"	S10°55'55"E	96.51'		

#### QUARRY GOLF COURSE LYING IN SECTIONS 13, 14, 23, & 24, TOWNSHIP 48 SOUTH, RANGE 26EAST, COLLIER COUNTY, FLORIDA



6610 Willow Park Dr., Suite 200 Naples, Florida 34109 Phone (239) 597-0575 Fax: (239) 597-0578 LB No.: 6952

JOB NUMBER         REVISION         SECTION         TOWNSHIP         RANGE         SCALE         DATE         DRAWN BY         FILE NAME         SHEET           170033.00.04         0         13         48S         26E         N/A         2/14/2022         JR         GC LEGAL         3         0F         5										
170033.00.04 0 13 48S 26E N/A 2/14/2022 JR GC LEGAL 3 OF 5	JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
	170033.00.04	0	13	48S	26E	N/A	2/14/2022	JR	GC LEGAL	3 OF 5

LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF LOT 183 OF HERITAGE BAY UNIT THREE, ESCAMBIA BAY COURT REPLAT; THENCE N87\*53'51"W, FOR 671.74' TO A POINT OF BEGINNING HEREIN DESCRIBED PARCEL;

THENCE SOUTHERLY 34.52 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 20.93 FEET THROUGH A CENTRAL ANGLE OF 94'30'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.04'27'48"W. FOR 30.73 FEET;

THENCE S.42"19'26"W., FOR 66.65 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY 55.72 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 46.91 FEET THROUGH A CENTRAL ANGLE OF 68'02'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.08'17'57"W. FOR 52.50 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHERLY 35.69 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 38.55 FEET THROUGH A CENTRAL ANGLE OF 53'01'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.00'47'27"W. FOR 34.43 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHERLY 26.52 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 105.84 FEET THROUGH A CENTRAL ANGLE OF 14'21'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.20'07'46"W. FOR 26.45 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHWESTERLY 25.42 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 29.67 FEET THROUGH A CENTRAL ANGLE OF 49'04'60" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.37'29'35"W. FOR 24.65 FEET TO A POINT ON A CURVE;

THENCE WESTERLY 241.07 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 142.86 FEET THROUGH A CENTRAL ANGLE OF 96\*41'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.87\*33'40"W. FOR 213.47 FEET TO A POINT ON A CURVE;

THENCE NORTHWESTERLY 93.71 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 282.25 FEET THROUGH A CENTRAL ANGLE OF 19'01'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.38'09'10"W. FOR 93.28 FEET TO A POINT ON A CURVE;

THENCE NORTHERLY 79.84 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 80.42 FEET THROUGH A CENTRAL ANGLE OF 56'52'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.10'56'02"E. FOR 76.60 FEET TO A POINT ON A CURVE;

THENCE NORTHERLY 51.83 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 82.88 FEET THROUGH A CENTRAL ANGLE OF 35'49'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.19'38'52"E. FOR 50.99 FEET TO A POINT ON A CURVE;

THENCE NORTHERLY 125.33 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 187.81 FEET THROUGH A CENTRAL ANGLE OF 38'13'60" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.17'20'37"W. FOR 123.01 FEET;

THENCE N.29'44'34"W., FOR 134.29 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY 57.90 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 291.80 FEET THROUGH A CENTRAL ANGLE OF 11'22'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.35'25'38"W. FOR 57.80 FEET TO A POINT ON A CURVE;

THENCE NORTHWESTERLY 112.07 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 250.49 FEET THROUGH A CENTRAL ANGLE OF 25\*38'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.31\*16'06"W. FOR 111.14 FEET TO A POINT ON A CURVE;

THENCE NORTHERLY 39.20 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 767.37 FEET THROUGH A CENTRAL ANGLE OF 02'55'37" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.21'02'09"W. FOR 39.20 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE NORTHERLY 34.65 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 35.03 FEET THROUGH A CENTRAL ANGLE OF 56'40'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.08'45'40"E. FOR 33.25 FEET TO A POINT ON A CURVE;

THENCE NORTHERLY 99.86 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 405.66 FEET THROUGH A CENTRAL ANGLE OF 14'06'17" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.06"11'24"E. FOR 99.61 FEET TO A POINT ON A CURVE;

THENCE NORTHERLY 87.77 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 129.93 FEET THROUGH A CENTRAL ANGLE OF 38'42'19" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.15'34'08"E. FOR 86.11 FEET TO A POINT ON A CURVE;

THENCE NORTHERLY 192.97 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 378.82 FEET THROUGH A CENTRAL ANGLE OF 29"11'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.05"25"03"E. FOR 190.89 FEET;

THENCE N.03\*03'43"W., FOR 57.12 FEET TO A POINT ON A CURVE;

THENCE NORTHERLY 98.99 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 298.26 FEET THROUGH A CENTRAL ANGLE OF 19'00'55" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.03'26'11"W. FOR 98.53 FEET TO A POINT ON A CURVE;

THENCE NORTHERLY 134.74 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 108.45 FEET THROUGH A CENTRAL ANGLE OF 71"11"01" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.22"06"42"E. FOR 126.24 FEET;

THENCE N.60°23'54"E., FOR 75.10 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY 24.22 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 36.50 FEET THROUGH A CENTRAL ANGLE OF 38'01'12" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.41'23'18"E. FOR 23.78 FEET TO A POINT ON A CURVE;

THENCE NORTHEASTERLY 28.15 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 61.08 FEET THROUGH A CENTRAL ANGLE OF 26'24'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.41'33'07"E. FOR 27.90 FEET TO A POINT ON A CURVE;

THENCE NORTHEASTERLY 104.47 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 114.49 FEET THROUGH A CENTRAL ANGLE OF 52"16'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.33"44'04"E. FOR 100.89 FEET TO A POINT ON A CURVE;

#### LEGAL DESCRIPTION CONTINUES IN SHEET 5

LEGAL DESCRIPTION OF QUARRY GOLF COURSE - LAKE 6
LYING IN SECTIONS 13, 14, 23, & 24, TOWNSHIP 48 SOUTH
RANGE 26EAST, COLLIER COUNTY, FLORIDA



JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
170033.00.04	0	13	48S	26E	N/A	2/14/2022	JR	GC LEGAL	4 OF 5

#### LEGAL DESCRIPTION

THENCE NORTHEASTERLY 85.40 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 49.52 FEET THROUGH A CENTRAL ANGLE OF 98'48'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.55'50'25"E. FOR 75.20 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 112.61 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 139.58 FEET THROUGH A CENTRAL ANGLE OF 46'13'19" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.46'36'51"E. FOR 109.58 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 61.32 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 459.82 FEET THROUGH A CENTRAL ANGLE OF 07'38'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.17'41'43"E. FOR 61.28 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHERLY 27.48 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 151.14 FEET THROUGH A CENTRAL ANGLE OF 10"24'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.08"39'59"E. FOR 27.44 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY 88.72 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 78.03 FEET THROUGH A CENTRAL ANGLE OF 65'08'23" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.29'06'42"W. FOR 84.01 FEET TO A POINT OF COMPOUND CURVATURE; THENCE WESTERLY 47.57 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 184.89 FEET THROUGH A CENTRAL ANGLE OF 14'44'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS 5.69'03'10"W. FOR 47.44 FEET TO A POINT OF COMPOUND CURVATURE: THENCE WESTERLY 21.54 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 22.93 FEET THROUGH A CENTRAL ANGLE OF 53'49'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.76'39'39"W. FOR 20.76 FEET TO A POINT ON A CURVE: THENCE SOUTHWESTERLY 10.3.12 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 45.21 FEET THROUGH A CENTRAL ANGLE OF 130°41'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS 5.58°44'38"W. FOR 82.18 FEET TO A POINT ON A CURVE: THENCE SOUTHERLY 32.54 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 76.37 FEET THROUGH A CENTRAL ANGLE OF 24'24'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.08'04'40"W. FOR 32.30 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 31.21 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 47.68 FEET THROUGH A CENTRAL ANGLE OF 37'30'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.09'07'34"E. FOR 30.65 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 50.09 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 59.89 FEET THROUGH A CENTRAL ANGLE OF 47'55'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.02'48'29"W. FOR 48.64 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 60.28 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 38.52 FEET THROUGH A CENTRAL ANGLE OF 89'39'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.06'07'29"E. FOR 54.32 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 63.65 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 102.38 FEET THROUGH A CENTRAL ANGLE OF 35'37'14" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.37'14'32"E. FOR 62.63 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 56.87 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 56.59 FEET THROUGH A CENTRAL ANGLE OF 57'34'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.38'09'14"E. FOR 54.50 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 30.58 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 39.39 FEET THROUGH A CENTRAL ANGLE OF 44'29'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.57'08'25"E. FOR 29.82 FEET TO A POINT OF COMPOUND CURVATURE:

THENCE SOUTHERLY 49.35 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 42.91 FEET THROUGH A CENTRAL ANGLE OF 65'53'43" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.01'57'03"E. FOR 46.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 28.81 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 36.48 FEET THROUGH A CENTRAL ANGLE OF 45'15'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.08'22'17"W. FOR 28.07 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 59.05 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 77.14 FEET THROUGH A CENTRAL ANGLE OF 43'51'18" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.07'40'24"W. FOR 57.62 FEET;

THENCE S.33°21'22"W., FOR 52.87 FEET TO A POINT ON A CURVE;

THENCE SOUTHWESTERLY 43.14 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 119.63 FEET THROUGH A CENTRAL ANGLE OF 20'39'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.47'59'39"W. FOR 42.91 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 64.78 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 37.50 FEET THROUGH A CENTRAL ANGLE OF 98'58'24" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.09'04'05"W. FOR 57.02 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 57.71 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 93.02 FEET THROUGH A CENTRAL ANGLE OF 35'32'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.18"14'04"E. FOR 56.79 FEET;

THENCE S.02°32'10"E., FOR 34.22 FEET TO A POINT ON A CURVE;

THENCE SOUTHERLY 61.21 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 89.63 FEET THROUGH A CENTRAL ANGLE OF 39'07'42" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.16'41'07"E. FOR 60.03 FEET;

THENCE S.32\*41'09"E., FOR 67.24 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 66.84 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 108.32 FEET THROUGH A CENTRAL ANGLE OF 35'21'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.50'21'46"E. FOR 65.78 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 101.18 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 112.97 FEET THROUGH A CENTRAL ANGLE OF 51'19'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.48'07'50"E. FOR 97.83 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 67.93 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 94.53 FEET THROUGH A CENTRAL ANGLE OF 41'10'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.10'52'31"E. FOR 66.48 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 110.51 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 62.13 FEET THROUGH A CENTRAL ANGLE OF 101'55'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.10'55'55"E. FOR 96.51 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 386,071 SQUARE FEET OR 8.86 ACRES, MORE OR LESS.

AM

#### SEE PAGE 4 FOR BEGINNINGS OF LEGAL DESCRIPTION

LEGAL DESCRIPTION OF QUARRY GOLF COURSE - LAKE 64 LYING IN SECTIONS 13, 14, 23, & 24, TOWNSHIP 48 SOUTH, RANGE 26EAST, COLLIER COUNTY, FLORIDA



JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
170033.00.04	0	13	48S	26E	N/A	2/14/2022	JR	GC LEGAL	5 OF 5

## 8Bv

#### **PREPARED BY/RETURN TO:**

Melissa M. Smith, Esq. Cherry, Edgar & Smith, P.A. 8409 N. Military Trail, Suite 123 Palm Beach Gardens, Florida 33410

#### THIS DOCUMENT PREPARED WITHOUT THE BENEFIT OF TITLE EXAMINATION OR LEGAL OPINION.

PCN:

This is a conveyance of unencumbered realty for no consideration and is not taxable pursuant to Florida Administrative Code Rule 12B-4.014(2)(a).

#### **QUIT-CLAIM DEED**

THIS QUIT-CLAIM DEED is executed this \_\_\_\_\_ day of February, 2022 by QUARRY GOLF CLUB, INC., a Florida not for profit corporation (the "Grantor") whose address is 8950 Weathered Stone Drive, Naples, Florida 34120, in favor of THE QUARRY COMMUNITY DEVELOPMENT DISTRICT, an independent special district (the "Grantee"), whose address is c/o Inframark, 210 N University Drive, Suite 702, Coral Springs, FL 33071.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of entities, wherever the context so admits or requires.)

#### WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby remises, releases, and quit-claims unto Grantee forever all of the right, title, interest, claim and demand which Grantor has in and to the following described property (the "Property"), situate lying and being in the County of Collier, State of Florida, to wit:

#### **SEE EXHIBIT "A" ATTACHED HERETO**

**TO HAVE AND HOLD** the same together with all and singular the appurtenances, hereditaments and tenements thereunto belonging or in anyways appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only property use, benefit and behoof of Grantee forever.

**SUBJECT TO** conditions, restrictions, easements, limitations and zoning ordinances of record, if any, however, such reference shall not serve to reimpose same

**BY ITS ACCEPTANCE HEREOF**, Grantee on behalf of itself, its successors in title and all other parties dealing with the Property on behalf or under the authority of Grantee or such successors, acknowledges and agrees that the Property is being conveyed by Grantor "as is, where is with all faults" and without any representations or warranties whatsoever. Accordingly, the acceptance hereof shall constitute a full and complete waiver and release by or on behalf of such parties of any and all claims, damages or liabilities against or of Grantor and its officers, directors, members, affiliates, managers, agents, successors and assigns. Further, Grantee acknowledges and agrees that any material changes to the use of the Property and any improvements developed thereon shall be subject to the prior written approval of Grantor, in its sole discretion.

**IN WITNESS WHEREOF,** Grantor and Grantee have signed and sealed these presents as of the day and year first written above.

WITNESSES:

**QUARRY GOLF CLUB, INC.,** a Florida not-for-profit corporation

Print Name: \_\_\_\_\_

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

Print Name:

STATE OF FLORIDA	)	
	) SS:	
COUNTY OF COLLIER	)	

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or  $\Box$  online notarization, this \_\_\_\_\_ day of February, 2022, by \_\_\_\_\_\_, as \_\_\_\_\_, of QUARRY GOLF CLUB, INC., a Florida not-for-profit corporation, on behalf of the corporation, who  $\Box$  is personally known to me or  $\Box$  has produced \_\_\_\_\_\_ as identification.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA Print Name:

#### WITNESSES:

#### THE QUARRY COMMUNITY DEVELOPMENT DISTRICT, an independent special district

By: Name:	
Title:	
_	Name:

STATE OF FLORIDA	)
	) SS:
COUNTY OF COLLIER	)

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or  $\Box$  online notarization, this \_\_\_\_\_\_ day of February, 2022, by \_\_\_\_\_\_\_, as \_\_\_\_\_\_, of THE QUARRY COMMUNITY DEVELOPMENT DISTRICT., an independent special district, on behalf of the district, who  $\Box$  is personally known to me or  $\Box$  has produced \_\_\_\_\_\_\_ as identification.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
Print Name:

### EXHIBIT "A"

### LEGAL DESCRIPTION AND SKETCH

## 8Bvi

#### **PREPARED BY/RETURN TO:**

Melissa M. Smith, Esq. Cherry, Edgar & Smith, P.A. 8409 N. Military Trail, Suite 123 Palm Beach Gardens, Florida 33410

PCN: 00181680103; 00181720102 00190160009

#### LAKE MAINTENANCE AND ACCESS EASEMENT AGREEMENT

THIS LAKE MAINTENANCE AND ACCESS EASEMENT AGREEMENT ("Agreement") is entered into this \_\_\_\_\_\_ day of February, 2022, by QUARRY GOLF CLUB, INC., a Florida not for profit corporation ("Grantor") whose address is 8950 Weathered Stone Drive, Naples, Florida 34120, in favor of THE QUARRY COMMUNITY DEVELOPMENT DISTRICT, an independent special district ("District"), whose address is c/o Inframark, 210 N University Drive, Suite 702, Coral Springs, FL 33071.

#### WITNESSETH:

WHEREAS, District is the owner in fee simple and is in possession of those certain parcels of land located in Collier County, Florida depicted on Exhibit "A" attached hereto (collectively, the "District Property").

WHEREAS, Grantor is the owner in fee simple and is in possession of those certain parcels of land located in Collier County, Florida legally described and depicted on Exhibit "B" hereto (the "LME Area") and Exhibit "C" hereto (the "Access Area").

WHEREAS, Grantor has agreed to grant a nonexclusive and perpetual lake maintenance easement over, across, through and upon the LME Area for the purposes necessary, convenient or incidental to or in connection with the construction, operation and maintenance of the lakes, drainage system and appurtenances to the District Property.

WHEREAS, Grantor has agreed to grant a nonexclusive and perpetual access easement over, across, through and upon the Access Area for the purposes necessary, convenient or incidental to or in connection with the construction, operation and maintenance of the lakes, drainage system and appurtenances to the District Property.

**NOW, THEREFORE,** for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Grantor does hereby grant and convey to District, its successors and assigns, a perpetual and non-exclusive lake maintenance easement over, across, through and upon the LME

Area for maintenance of the adjacent lakes together with any appurtenances incidental and necessary thereto.

2. Grantor hereby grants and conveys to District, its successors and assigns, a perpetual and non-exclusive access easement over, across, through and upon the Access Area for maintenance of the lakes on the District Property and LME Area, together with any appurtenances incidental and necessary for construction, operation and maintenance of the lakes, drainage system and appurtenances thereto.

3. Although the easements granted to District herein are non-exclusive, should any easement over the LME Area be granted, subsequent to the date of this easement, the holder of any such subsequent easement shall be required to obtain approval from the District for the use of the LME Area. Such approval by District shall not be unreasonably withheld, denied or delayed.

4. No improvements, trees, landscaping or encroachments including utilities shall be placed within the LME Area after the date hereof without the approval of District, which approval will not be unreasonably withheld, denied or delayed.

5. District and its successors and assigns shall be responsible for maintenance and repair of the LME Area, including the lake bank slope.

6. District acknowledges that in the event Grantor incurs any expenses in maintaining or repairing the LME Area or the adjacent lake area as a result of District's failure to maintain or repair such area in accordance with South Florida Water Management District Permit #11-02234-P (the "**Permit**") District and District's successors and assigns shall reimburse Grantor for reasonable expenses including attorney's fees and costs to collect said expenses. The District shall not be responsible for the costs of any maintenance or repairs that are not required by the Permit. Before incurring any expenses, except in an emergency, Grantor shall provide written notice to District at least five (5) working days prior to performing any work to maintain or repair the LME Area or the adjacent lake area. During such period of time, District or District's successors and assigns may perform the work proposed by Grantor or notify Grantor that District will perform said work to Grantor's requirements in a reasonable period of time.

7. District shall use care in operating its equipment and utilizing the Access Area so as not to destroy landscaping, native vegetation or structures; and District shall, upon receipt of written notice of any damage, promptly repair any damage to the Access Area and the LME Area arising from such use by District.

8. District acknowledges that Grantor operates a golf club and timing for the use of the Access Area and the LME Area by District shall be subject to prior approval by the Grantor, in its reasonable discretion, to minimize disruption of golf course operations. Provided, however, Grantor's refusal or failure to approve the District's use of the Access Area and/or LME Area for a period greater than two (2) weeks from the District's request for approval shall be deemed unreasonable and the District shall be entitled to use the Access Area and/or LME Area in accordance with this Agreement without Grantor's approval.

9. District shall be responsible to ensure that there is no damage to the Access Area and to ensure that said areas disturbed by use by District are returned to their original condition at District's sole cost and expense. Should the District fail to restore damage to the Access Area within ten (10) days of receipt of written request from Grantor to do so, Grantor may perform the work and submit invoices to District for reimbursement.

10. Any amounts due by the District to Grantor pursuant to this Agreement shall be paid in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes., and Grantor shall have all other rights and remedies available at law or in equity.

11. To the extent permitted by law, District shall indemnify, defend and hold the Grantor and its members, officers, directors, employees and agents, harmless for and from all costs, expenses, claims, damages, causes of action and liabilities (including, without limitation, for attorneys' fees and related costs) incurred by any of such persons or entities arising from or connected in any way with any activities conducted negligently or with willful misconduct within the Access Area or LME Area by District, or its contractors, subcontractors or authorized agents. Nothing in this easement shall constitute or be construed as a waiver of the District's sovereign immunity beyond the limitations set forth in section 768.28, Florida Statutes, and other applicable law.

12. The easements granted hereunder shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

### [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF,** Grantor and District have signed and sealed these presents as of the day and year first written above.

WITNESSES:

QUARRY GOLF CLUB, INC., a Florida not-forprofit corporation

	By:
	,,
Print Name:	
STATE OF FLORIDA )	
) SS: COUNTY OF COLLIER )	
The foregoing instrument was	s acknowledged before me by means of $\Box$ physical presence or
□ online notarization, this, as	day of, 2022, by of QUARRY GOLF CLUB, INC.,
	on behalf of the corporation, who $\Box$ is personally known to
me or 🗖 has produced	as identification.

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA Print Name: \_\_\_\_\_

## **THE QUARRY COMMUNITY DEVELOPMENT DISTRICT**, an independent special district

	By:	
Print Name:	Name:	
	Title:	
Print Name:		

STATE OF FLORIDA	)	
	) SS:	
COUNTY OF COLLIER	)	

	The fo	regoing instrum	ent wa	as ackno	wledged b	pefore r	ne by mea	ns of $\Box$	J physics	al presen	ce or
	online	notarization,	this		day	of			,	2022,	by
			,	as				of		QUAI	
CON	MMUNIT	Y DEVELOPM	ENT	DISTR	ICT., an i	ndeper	ndent spec	ial dist	rict, on	behalf o	f the
distr	ict, who	J is personally k	nown	to me c	or 🗖 has pi	oduced	11				as
iden	tification.										

### EXHIBIT "A"

### DISTRICT PROPERTY

EXHIBIT "B"

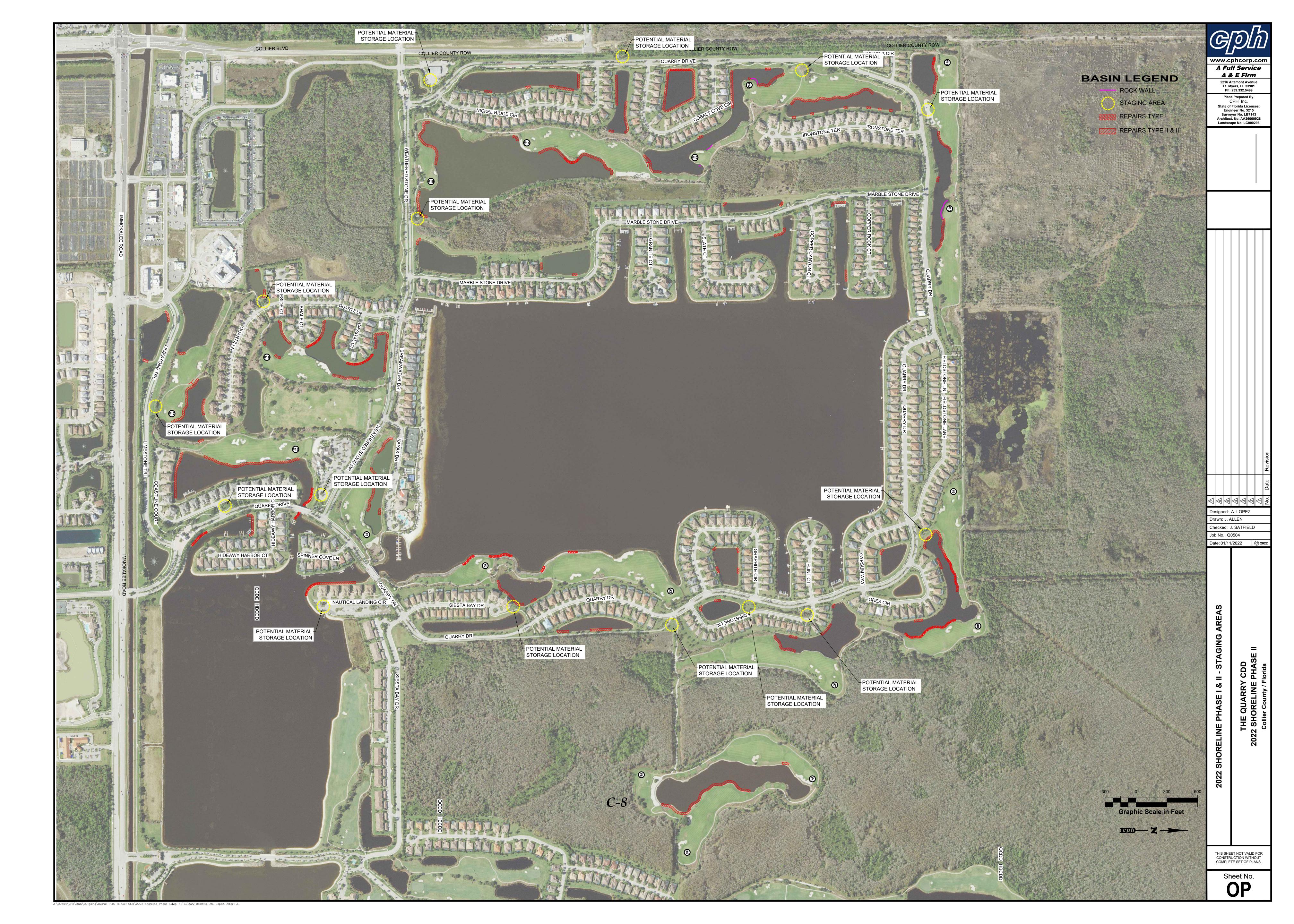
LME AREA

### EXHIBIT "C"

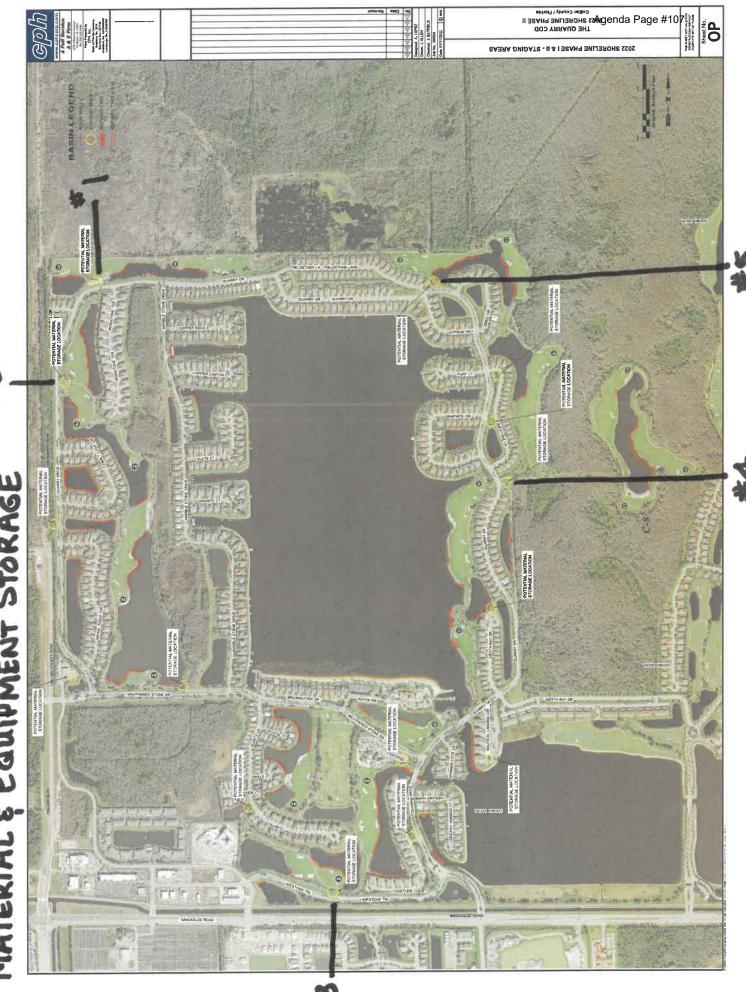
### ACCESS AREA

Agenda Page #104

## 8Bvii



## 8Bviii



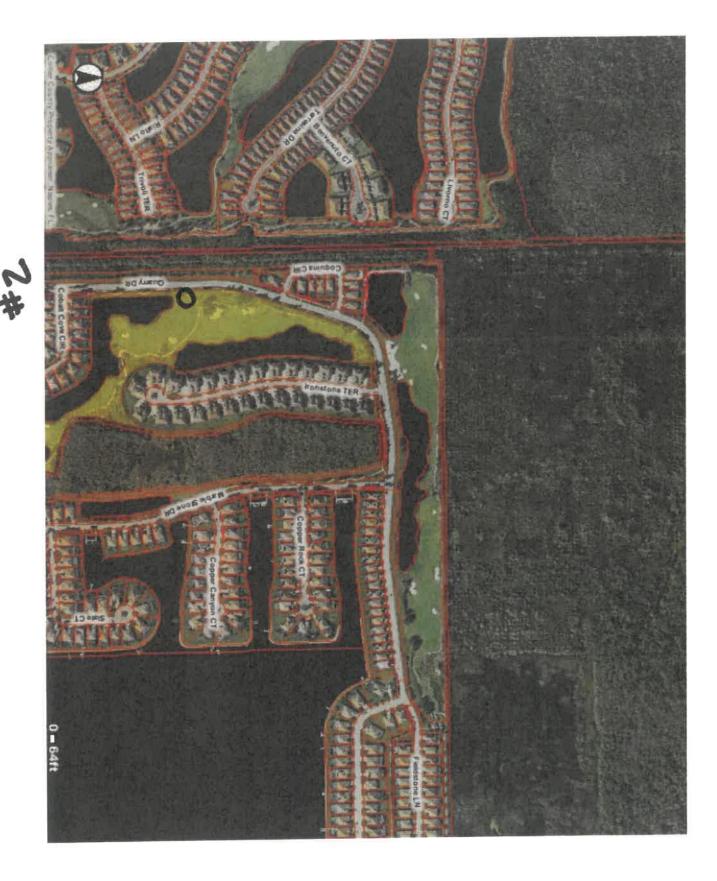
MATERIAL & EQUIPMENT STORAGE

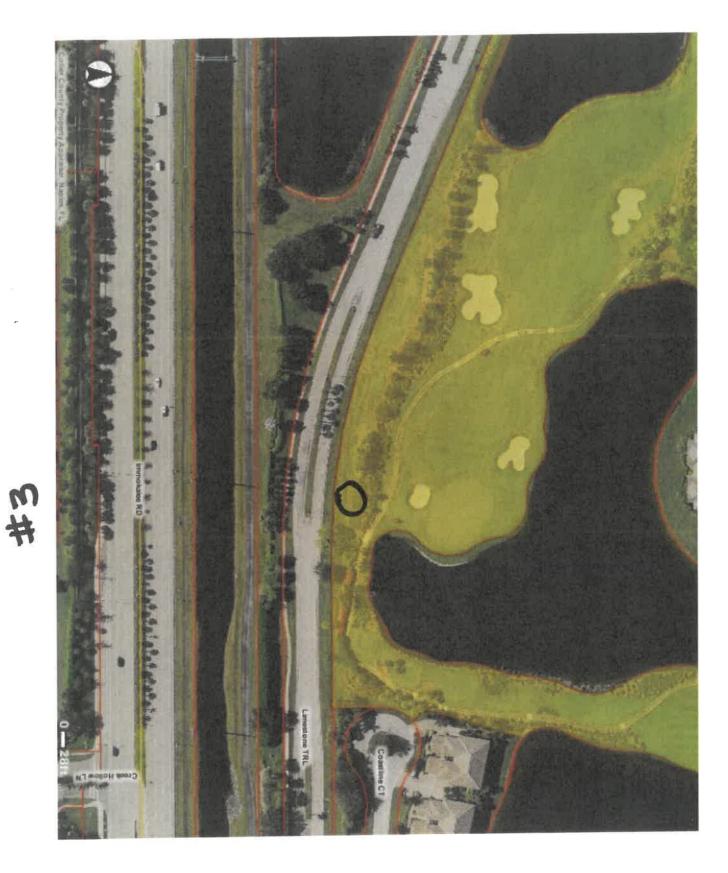
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S #

# 8Bix

This instrument was prepared by and upon recording should be returned to:

Quarry Community Development District c/o Inframark 210 University Drive Suite 702 Coral Springs, Florida 33071

#### QUARRY GOLF CLUB, INC.'S DECLARATION OF CONSENT TO SPECIAL ASSESSMENTS

QUARRY GOLF CLUB, INC. a Florida not-for-profit corporation (the "Landowner"), is the owner of those certain lands (the "Property") located within the boundary of the Quarry Community Development District (the "District"), and more particularly identified in Exhibit A attached hereto. The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

The Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that the debt special assessments securing the Quarry Community Development District (Collier County, Florida) Special Assessment Refunding Bonds, Series 2020 (the "Special Assessments") imposed by Resolutions 2018-08, 2018-12, 2019-02, 2019-05, and 2021-03 (collectively, the "Assessment Resolutions") have been duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the Special Assessments, and the Special Assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, city, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

The Landowner previously owned those lands more particularly described in Exhibit B (the "Previously Owned Property") and conveyed the Previously Owned Property to the District pursuant to that certain Quit Claim Deed dated and recorded in Book of the Official Records of Collier County. The Previously Owned Property Page was encumbered by the Special Assessments prior to being conveyed to the District. Notwithstanding the conveyance of the Previously Owned Property to the District, the Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that: 1) the lien and obligation to pay the Special Assessments remains entirely on the Property; 2) the Property did not experience any reduction in the amount of Special Assessments as a result of the conveyance of the Previously Owned Property to the District; 3) the Previously Owned Property is no longer subject to the Special Assessments because the amounts that were allocated to the Previously Owned Property remained with the Property after the conveyance to the District; and 4) the representations in paragraph two of this Declaration remain valid and are unchanged by the conveyance of the Previously Owned Property to the District.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[Signature page to follow]

**EFFECTIVE THIS** \_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESS:

**QUARRY GOLF CLUB, INC.** a Florida not-for-profit corporation

[Print Name]

[Print Name]

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

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of QUARRY GOLF CLUB, INC., a Florida not-for-profit corporation, on behalf of the corporation, who  $\Box$  is personally known to me or  $\Box$  has produced \_\_\_\_\_\_ as identification.

(Official Notary Signature)			
Name:			
Personally Known			
OR Produced Identification			
Type of Identification			

[notary seal]

## EXHIBIT A – GOLF CLUB PROPERTY

## **EXHIBIT B – PREVIOUSLY OWNED PROPERTY LEGAL DESCRIPTION**

# 8Bx

## This Instrument Prepared by and Return to:

Melissa M. Smith, Esq. Cherry, Edgar & Smith, P.A. 8409 North Military Trail, Suite 123 Palm Beach Gardens, FL 33410

Parcel Identification Number(s):

#### MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between QUARRY GOLF CLUB, INC., a Florida not for profit corporation ("Club") whose address is 8950 Weathered Stone Drive, Naples, Florida 34120, in favor of THE QUARRY COMMUNITY DEVELOPMENT DISTRICT, an independent special district ("District"), whose address is c/o Inframark, 210 N University Drive, Suite 702, Coral Springs, FL 33071. (Club and District are sometimes individually referred to herein each as a "Party" and collectively the "Parties").

1. <u>Agreement</u>. This Memorandum is intended to evidence of record that Club and District are parties to that certain Lake Transfer Agreement, dated \_\_\_\_\_\_, 2022 ("**Agreement**"), concerning the allocation of certain obligations, costs, and responsibilities with respect to the operation, maintenance and repair of lakes located in the Quarry residential community in Collier County, Florida and other items outlined in the Agreement.

2. <u>Club Parcel</u>. Club is the owner of certain real property more particularly described on **Exhibit "A**" attached hereto and made a part hereof (the "**Club Property**").

3. <u>District Parcel</u>. District is the owner of that certain real property more particularly described on **Exhibit "B"** attached hereto and made a part hereof (the "**District Property**", and together with the Club Property, the "**Property**").

4. <u>Other Information</u>. For further details pertaining to the Agreement interested persons may contact either Club or District at the addresses set forth above.

5. <u>Incorporation of Agreement; Limitation of Memorandum</u>. All of the terms, conditions, and agreements contained within the Agreement are fully incorporated herein by reference as if fully set forth herein, and nothing contained herein is intended to limit, modify or otherwise alter the respective rights and responsibilities of Club or District under the Agreement. Initially capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Agreement.

6. <u>Termination/Release of Memorandum</u>. This Memorandum and the notice created hereby shall terminate pursuant to a written instrument signed by the parties, or their respective

successors in title to the Property, which written instrument is thereafter recorded in the public records.

7. <u>Binding Effect</u>. Subject to the termination/release provisions described in Section 6 above, this Memorandum shall run with title to the Property and be binding on each Party's successors in title.

## [SIGNATURES BEGIN ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF,** Club and District have signed and sealed these presents as of the day and year first written above.

WITNESSES:

**QUARRY GOLF CLUB, INC.**, a Florida not-forprofit corporation

	By:
Print Name:	,
Print Name:	
STATE OF FLORIDA )	
) SS: COUNTY OF COLLIER )	
The foregoing instrument was ack	mowledged before me by means of $\Box$ physical presence or
□ online notarization, this, as	day of, 2022, by of QUARRY GOLF CLUB, INC.,
	behalf of the corporation, who $\Box$ is personally known to
me or 🗆 has produced	as identification.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
Print Name:

#### WITNESSES:

## THE QUARRY COMMUNITY DEVELOPMENT DISTRICT, an independent special district

	By:
Print Name:	Name:
	Title:
Print Name:	
STATE OF FLORIDA )	
) SS:	
COUNTY OF COLLIER )	
The foregoing instrument was acknow	vledged before me by means of $\Box$ physical presence or
$\Box$ online notarization, this	day of, 2022, by
, as	of THE QUARRY
	CT., an independent special district, on behalf of the
district, who $\Box$ is personally known to me or	as
identification.	·

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA Print Name: \_\_\_\_\_

## EXHIBIT "A"

### **CLUB PROPERTY**

## **DISTRICT PROPERTY**

### EXHIBIT "B"

# 8Bxi

#### LAKE TRANSFER AGREEMENT

THIS LAKE TRANSFER AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, (the "Effective Date") by and between QUARRY GOLF CLUB, INC., a Florida not-for-profit corporation ("Club") and THE QUARRY COMMUNITY DEVELOPMENT DISTRICT, an independent special district (the "District").

#### RECITALS

A. Club is the owner of certain property (the "Club Property") more particularly described in Exhibit "A" attached hereto and made a part hereof located in the Quarry residential community in Collier County, Florida (the "Community").

B. The stormwater management system for the Community is an interconnected system of drainage structures, pipes, and lakes (the "**Stormwater System**") with a total of 32 lakes – 29 owned by the District (the "**District Lakes**") and three owned by Club (the "**Club Lakes**"). The Club Lakes (also known as ponds #57, #59 and #64 in the Stormwater System) are identified on **Exhibit "B**" attached hereto and made a part hereof.

C. Club and the District acknowledge that both the Club Lakes and some of the District Lakes are in need of repair. The District has prepared Shoreline Construction Plans for the repair and renovation of the District Lakes (the "2022 Shoreline Phase I and II Projects") with such work requiring significant materials and equipment staging and a timeframe of three to five years to complete.

D. Club desires to convey and the District desires to accept the Club Lakes on the terms and conditions provided herein.

E. Club and the District acknowledge that including the Club Lakes in the 2022 Shoreline Phase I and II Projects will be more efficient and Club's willingness to discontinue operations of golf course activities for extended periods of time as provided herein will result in time and cost savings to the District. Further, the District's ownership, operation and maintenance of all lakes in the Stormwater System will result in greater efficiency and consistency to the benefit of all property owners in the Community. Lastly, the Club's granting of the easement and access rights set forth herein will enhance the District's ability to operate, maintain, and repair the District Lakes and the Club Lakes, and, as a result, reduce the costs of such operation, maintenance, and repair.

**NOW, THEREFORE,** in consideration of the premises and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. <u>Recitals</u>. The recitals set forth above are true and correct.

2. <u>Conveyance</u>. On or before fifteen (15) days following the Effective Date (the "**Closing Date**"), the Club shall deliver to the District an executed Quit Claim Deed, in the form attached hereto as **Exhibit "C"**, for the Club Lakes in recordable form, together with the following:

(i) a Title Search Report for the property on which the Club Lakes are located showing that title to the Club Lakes is in the name of the Club and that the Club's title to the Club Lakes is good and marketable; (ii) an affidavit executed by the Club attesting to the absence of any liens, parties-in-possession, or other claims; (iii) a certificate of good standing and resolution authorizing the conveyance contemplated herein; and (iv) such other documents as may be customarily executed by the parties in a real estate transaction in the State of Florida. The Club Lakes shall be conveyed in their as-is, where-is condition. The District shall be responsible for the costs of operating, maintaining and repairing the Club Lakes after the Closing Date. After the Closing Date, the District, in its sole discretion, shall determine the manner in which the Club Lakes and operated, maintained, and repaired and nothing in this Agreement imposes any obligation on the District to undertake such operation, maintenance, and repair at any particular level; provided that in all events the Club Lakes shall be maintained in accordance the Permit (as defined below).

3. <u>South Florida Water Management District Permit</u>. Club and the District agree to cooperate and take such actions as are reasonably necessary to cause the operating and maintenance obligations for the Club Lakes pursuant to South Florida Water Management District Permit #11-02234-P (the "**Permit**") to be transferred from Club to the District, including assigning the Permit to the District. The Club shall be responsible for all costs and fees associated with assigning the Permit to the District, including any costs and fees the District may need to pay to its professionals to facilitate the assignment.

4. <u>Easements</u>. On the Closing Date, Club and the District shall execute the Lake Maintenance and Access Easement Agreement in the form attached hereto as **Exhibit "D"** (the **"Easement Agreement"**) granting the District lake maintenance and access easements required for the District to operate, maintain and repair the Club Lakes. The Easement Agreement will be recorded in the Public Records of Collier County, Florida.

#### 5. <u>Maintenance of Rock Retaining Walls</u>.

(a) Club hereby agrees to the perpetual obligation to operate, maintain and repair all existing rock retaining walls on the District Lakes and the Club Lakes which are adjacent to the Club Property, including those identified on the attached **Exhibit "E"** (the "**Restoration Plans**"), as well as any additional rock retaining walls to be constructed in the future provided Club provides written consent to such additional rock retaining walls (collectively, the "**Rock Retaining Walls**"), at Club's sole cost and expense, including the additional cost of repairs to the Rock Retaining Walls as may be required in connection with the 2022 Shoreline Phase I and II Projects (the "**Wall Maintenance Obligation**).

(b) The District hereby grants and conveys to Club, its successors and assigns, a perpetual and non-exclusive access easement over, across, through and upon the District Lakes and Club Lakes adjacent to the Rock Retaining Walls for maintenance of the Rock Retaining Walls.

(c) Club acknowledges that in the event the District incurs any expenses in maintaining or repairing the Rock Retaining Walls as a result of Club's failure to maintain or repair the Rock Retaining Walls and Club's successors and assigns shall reimburse the District for reasonable expenses including attorney's fees and costs to collect said expenses. Club shall not be responsible for the costs of any maintenance or repairs that are not required by the Permit. Before incurring any expenses, except in an emergency, the District shall provide written notice to Club at

least five (5) working days prior to performing any work to maintain or repair the Rock Retaining Walls. During such period of time, Club or Club's successors and assigns may perform the work proposed by the District or notify the District that Club will perform said work to the District's requirements in a reasonable period of time.

(d) Club shall use care in performing the Wall Maintenance Obligation. Club shall promptly repair any damage to District's property arising from such use by Club.

(e) To the extent permitted by law, Club shall indemnify, defend and hold the District and its officers, directors, employees and agents, harmless for and from all costs, expenses, claims, damages, causes of action and liabilities (including, without limitation, for attorneys' fees and related costs) incurred by any of such persons or entities arising from or connected in any way with any activities conducted negligently or with willful misconduct in connection with the performance of the Wall Maintenance Obligation by Club, or its contractors, subcontractors or authorized agents.

6. Course Closure. Club hereby agrees to work cooperatively with the District to close certain holes for the purpose of completing the 2022 Shoreline Phase I and II Projects as efficiently and cost effectively as possible. It is presently anticipated that holes #10-18 of Club's golf course will be closed for a period of 12 continuous weeks in the summer of 2022 to complete the Phase IIA Project and holes #1-9 of Club's golf course will be closed for a period of 12 continuous weeks in the summer of 2023 to complete the Phase IIB Project. Club agrees to reasonably cooperate with the District in scheduling the closure period for the golf course. The District agrees to make all reasonable effort to complete the Phase IIA Project and Phase IIB Project within the 12-week timeframes set forth herein, giving completion priority to those items which require or most benefit from the course closures. Notwithstanding the foregoing, to the extent it becomes necessary for certain holes to remain closed for longer than the 12-week timeframes in order to complete either project, the District shall contact the Club at such time as it becomes aware of the required extension, and any extension beyond the 12-week timeframe shall require mutual agreement of the parties. In the event that additional course closures will be required in 2024 to complete the 2022 Shoreline Phase I and II Projects, the District and Club shall mutually agree to a schedule for such closure which closure shall occur in the summer or 2024 and in no event exceed 12 weeks. The District shall not be liable for any lost revenue, including, but not limited to lost profits, the Club may experience as a result of an extended closure or additional closures, unless mutually agreed by Club and the District. The District shall use care in operating its equipment and utilizing Club Property in connection with the 2022 Shoreline Phase I and II Projects so as not to destroy landscaping, native vegetation or structures. The District shall promptly repair any damage to Club Property arising from such use by District. It is currently contemplated that the Phase IIA Project will commence construction no later than April 12, 2022. A commencement date for Phase IIB has not yet been established. The Club agrees, upon receipt of written notice, to allow staging and preparation within the locations shown in the Restoration Plans at least 30 days in advance of the project's commencement dates, unless mutually agreed by the parties.

#### 7. <u>Construction Staging Areas</u>.

(a) Club agrees to allow the staging of materials on Club Property in the locations shown in the Restoration Plans for the completion of the 2022 Shoreline Phase I and II Projects (the "**2022 Project Staging Areas**").

(b) Club agrees that to allow the staging of the materials on Club Property in the locations shown on the attached **Exhibit "F"** (the "**Ongoing Staging Areas**") in connection with the maintenance and repair of the District Lakes and Club Lakes upon written approval by Club, which approval will not be unreasonably delayed, withheld or denied. The District's request shall identify the nature of the repair or maintenance project, the materials to be stored, the location for storage and the length of time storage will be required.

(c) At such times as the District utilizes Club Property for materials storage, the District shall add Club as an additional insured on the District's general liability insurance policy.

(d) The District shall use care in operating its equipment and utilizing Club Property so as not to destroy landscaping, native vegetation or structures. The District shall promptly repair any damage to Club Property arising from such use by District.

(e) To the extent permitted by law, the District shall indemnify, defend and hold the Club and its members, officers, directors, employees and agents, harmless for and from all costs, expenses, claims, damages, causes of action and liabilities (including, without limitation, for attorneys' fees and related costs) incurred by any of such persons or entities arising from or connected in any way with any activities conducted negligently or with willful misconduct within the 2022 Project Staging Areas or the Ongoing Staging Areas by the District, or its contractors, subcontractors or authorized agents. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity beyond the limitations set forth in section 768.28, Florida Statutes, and other applicable law.

8. <u>District Assessments</u>. Club hereby acknowledges and agrees that after the Closing Date, Club shall remain responsible for payment for the District-imposed special assessments which may have otherwise been due with respect to the Club Lakes in the future. On the Closing Date, Club agrees to execute the acknowledgment in the form attached hereto as **Exhibit "G"** (the "Assessment Acknowledgment") to evidence such agreement. The Assessment Acknowledgment will be recorded in the Public Records of Collier County, Florida.

9. <u>Memorandum of Agreement</u>. Club and the District agree to execute the Memorandum of Agreement attached hereto as **Exhibit "H"** (the "**Memorandum**") for the purpose of placing others on notice of the Wall Maintenance Obligation and the use of the Club Property for staging of projects by the District. The Memorandum will be recorded in the Public Records of Collier County, Florida.

10. <u>Professional Fees</u>. Club hereby agrees to reimburse the District for all reasonable legal, engineering and surveying fees and costs incurred by the District in connection with the conveyance of the Club Lakes to the District and transfer of the Permit. The District shall provide Club with invoices for such services and Club will remit payment to the District within ten (10) days of Club's receipt of the invoice.

11. <u>Default</u>. In the event of a breach by a party or its permittees of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. In addition to all other remedies available at law or in equity, upon the failure of a defaulting party

to cure a breach of this Agreement within thirty (30) days following written notice thereof by a party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the non-defaulting party or its permittees shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting party and be reimbursed by such defaulting party upon demand for the reasonable costs thereof together with interest at the maximum rate of interest allowed by law. Failure by the party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

12. <u>Enhanced Improvements by the District.</u> On written request by the Club, the District will reasonably consider the construction of additional items (the "**Club's Improvements**") within the 2022 Shoreline Phase I and II Projects. The additional costs (the "**Club's Costs**") borne by the District beyond what were contemplated by the initial construction plans will be determined by the District's Engineer, based on contract unit prices and/or best efforts of negotiating with the contractor performing the work. Prior to the District undertaking any of the additional items requested by the Club, the District and the Club shall enter into a funding agreement establishing the terms in which the Club will pay the Club's Costs.

#### 13. <u>General Matters</u>.

(a) <u>Binding Agreement</u>. This Agreement and the terms and provisions hereof shall be binding upon and enforceable by, as applicable, Club, the District, and their respective successors and assigns.

(b) <u>Assurances</u>. If necessary to carry out the intent of this Agreement, Club and the District agree to execute and provide to the other party on or after Closing Date any and all other instruments, documents, conveyances, assignments and agreements which such other party may reasonably require.

(c) <u>Successors and Assigns</u>. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns whenever the context so requires or permits. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns, and no third party is intended to or shall have any rights hereunder.

(d) <u>Construction</u>. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have participated equally in the preparation of this Agreement and that legal counsel was consulted by each party before the execution of this Agreement.

(e) <u>Laws</u>. This Agreement shall be construed under and in accordance with the laws of the State of Florida, without regard to the law of conflicts of laws.

(f) <u>Attorneys' Fees</u>. In the event either party hereto should default under any of the provisions of this Agreement and the parties should employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation on the part of the defaulting party or the defense of said allegations, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses incurred, including costs incident to any appeals.

(g) <u>Notices</u>. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed effective when received if (i) delivered personally, (ii) sent by certified mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address specified in this subparagraph, or (iii) deposited into the custody of a recognized overnight courier or delivery service (such as FedEx), addressed as follows:

The Quarry Community Development District c/o Inframark 210 N University Drive, Suite 702 Coral Springs, FL 33071 ATTN: Justin Faircloth

> Quarry Golf Club, Inc. 8950 Weathered Stone Drive Naples, FL 34120 ATTN: Bob Radunz

(h) <u>Amendment</u>. This Agreement shall not be amended except by written instrument executed by the parties hereto or their applicable successors as described above.

(i) <u>Counterparts; Facsimiles; Electronic Transmissions</u>. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument and facsimile and electronic pdf transmissions shall be deemed originals.

#### [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURES FOLLOW]

**IN WITNESS WHEREOF**, Club and the District have executed this Agreement as of the date and year first above written.

WITNESSES:		<b>QUARRY GOLF CLUB, INC.,</b> a Florida not-for-profit corporation		
Print Name:			,	
Print Name:				
STATE OF FLORIDA COUNTY OF COLLIER	) ) SS: )			
				_

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by \_\_\_\_\_\_\_, as \_\_\_\_\_\_ of QUARRY GOLF CLUB, INC., a Florida not-for-profit corporation, on behalf of the corporation, who □ is personally known to me or □ has produced \_\_\_\_\_\_ as identification.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
Print Name:

#### WITNESSES:

## THE QUARRY COMMUNITY DEVELOPMENT DISTRICT, an independent special district

Print Name:	By: Name: Title:
Print Name:	

STATE OF FLORIDA ) ) SS: COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or  $\Box$  online notarization, this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by \_\_\_\_\_\_, as \_\_\_\_\_\_ of THE QUARRY COMMUNITY DEVELOPMENT DISTRICT., an independent special district, on behalf of the district, who  $\Box$  is personally known to me or  $\Box$  has produced \_\_\_\_\_\_\_ as identification.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
Print Name:

#### EXHIBIT "A"

#### **CLUB PROPERTY**

#### LEGAL DESCRIPTION

ALL OF TRACT GC-1 OF QUARRY PHASE 1A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42 AT PAGE 31 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

#### TOGETHER WITH

ALL OF TRACTS "GC-2", "GC-3", "GC-5", "GC-6", "GC-7", "M" (CLUBHOUSE) AND "U" (MAINTENANCE) OF QUARRY PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42 PAGE 57 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

#### TOGETHER WITH

ALL OF TRACT "GC-8" OF QUARRY PHASE 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45 AT PAGE 48 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA,

#### TOGETHER WITH

ALL OF TRACT GC-9, OF QUARRY PHASE 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45 AT PAGE 48 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, LESS AND EXCEPT TRACT "CA-2" OF QUARRY PHASE 5 ACCORDING TO THE PLAT THERE OF AS RECORDED IN PLAT BOOK 52 AT PAGE 55 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA.

#### TOGETHER WITH

ALL OF TRACT 'GC-1" OF QUARRY PHASE 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 51, AT PAGE 27 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA

ALL OF "TRACT CA-2" OF QUARRY PHASE 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 52, AT PAGE 55 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

#### TOGETHER WITH

A PARCEL OF LAND LYING SECTIONS 13, 14, & 24 TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT "CA-2" OF QUARRY PHASE 5 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 52 AT PAGE 55 OF THE PUBLIC RECORDS OF COLLIER COUNTY; THENCE ALONG THE BOUNDARY OF A CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4155 AT PAGE 288 OF THE PUBLIC RECORDS OF COLLIER COUNTY, N.89°19'06"E., 1107.17 FEET; THENCE N.00°14'15"W., 178.48 FEET; THENCE S.69°32'56"E., 147.88 FEET; THENCE N.58°22'15"E., 168.51 FEET; THENCE N.81°57'44"E., 274.12 FEET; THENCE S.11°43'52"E., 260.76 FEET; THENCE EAST, 2.25 FEET; THENCE S.10°03'14"W., 5.93 FEET; THENCE S.05°47'09"W., 34.82 FEET; THENCE S.46°17'23"E., 80.74 FEET; THENCE S.51°53'08"E., 52.67 FEET; THENCE S.27°16'09"E., 78.59 FEET; THENCE S.84°40'08"E., 41.33 FEET; THENCE N.67°41'56"E., 39.40 FEET; THENCE S.61°49'13"E., 32.38 FEET; THENCE S.46°48'46"E., 29.28 FEET; THENCE S.50°27'46"W., 71.60 FEET; THENCE S.68°04'23"W., 43.25 FEET; THENCE S.29°26'14"W., 37.66 FEET; THENCE S.64°55'10"E., 21.23 FEET; THENCE S.19°35'55"E., 69.14 FEET; THENCE S.05°34'00"E., 39.59 FEET; THENCE S.02°04'15"W., 44.00 FEET; THENCE S.27°48'56"W., 34.63 FEET; THENCE S.34°32'27"W., 44.64 FEET; THENCE N.89°06'52"W., 42.06 FEET; THENCE S.34°30'25"E., 51.95 FEET; THENCE S.40°19'55"E., 31.37 FEET; THENCE S.47°19'26"E., 11.68 FEET; THENCE S.58°18'10"E., 55.59 FEET; THENCE S.56°07'10"W., 50.89 FEET; THENCE S.67°25'28"W., 41.78 FEET; THENCE S.69°50'33"W., 5.89 FEET; THENCE S.82°24'45"W., 83.46 FEET; THENCE N.85°55'13"W., 42.31 FEET; THENCE S.68°05'19"W., 58.98 FEET; THENCE S.32°15'38"W., 47.14 FEET; THENCE S.15°10'07"W., 78.54 FEET; THENCE S.31°13'44"E., 62.97 FEET; THENCE S.43°47'24"E., 68.99 FEET; THENCE S.12°51'36"E., 101.72 FEET; THENCE S.36°51'18"E., 61.04 FEET; THENCE S.30°50'11"E., 70.13 FEET; THENCE S.59°50'18"E., 70.08 FEET; THENCE N.76°14'45"E., 38.91 FEET; THENCE N.67°36'06"E., 46.16 FEET; THENCE S.83°49'57"E., 46.17 FEET; THENCE N.78°30'32"E., 80.67 FEET; THENCE S.88°48'49"E., 55.05 FEET; THENCE S.69°57'28"E., 29.76 FEET; THENCE N.70°20'39"E., 19.00 FEET; THENCE S.76°35'16"E., 103.34 FEET; THENCE S.45°26'21"W., 7.38 FEET; THENCE S.11°12'58"E., 83.95 FEET; THENCE S.25°41'25"W., 8.79 FEET; THENCE S.06°13'28"W., 48.61 FEET; THENCE S.44°19'00"W., 46.84 FEET; THENCE S.20°38'10"W., 93.95 FEET; THENCE S.52°48'51"W., 41.71 FEET; THENCE S.40°09'09"W., 126.19 FEET; THENCE S.44°34'13"W., 113.13 FEET; THENCE S.22°36'41"W., 81.98 FEET; THENCE S.05°52'18"W., 103.42 FEET; THENCE S.09°29'37"W., 60.45 FEET; THENCE S.08°27'54"W., 127.24 FEET; THENCE S.00°12'04"E., 94.03 FEET; THENCE S.06°02'37"E., 84.06 FEET; THENCE S.17°39'09"E., 90.55 FEET; THENCE S.16°01'05"E., 90.96 FEET; THENCE S.05°31'25"W., 91.74 FEET; THENCE S.31°52'34"E., 79.38 FEET; THENCE S.25°08'02"E., 140.39 FEET: THENCE S.18°56'55"E., 90.29 FEET: THENCE S.55°37'56"E., 91.90 FEET; THENCE S.85°47'47"E., 139.70 FEET; THENCE N.77°06'57"E., 137.64 FEET; THENCE S.58°35'46"E., 107.41 FEET; THENCE N.74°55'18"E., 109.48 FEET; THENCE S.89°22'24"E., 63.07 FEET; THENCE N.78°46'06"E., 91.85 FEET; THENCE S.84°58'44"E., 84.66 FEET; THENCE N.09°26'58"W., 80.34 FEET; THENCE N.27°17'11"W., 93.77 FEET; THENCE N.28°06'33"W., 68.87 FEET; THENCE N.37°21'28"W., 64.82 FEET; THENCE N.24°04'09"W., 96.63 FEET; THENCE N.48°59'14"W., 100.57 FEET; THENCE N.47°05'33"W., 93.34 FEET; THENCE N.34°03'21"W., 66.48 FEET; THENCE N.05°10'22"W., 83.74 FEET; THENCE N.03°57'21"E., 55.66 FEET: THENCE N.17°02'51"W., 76.92 FEET: THENCE N.01°47'43"W., 49.47 FEET; THENCE N.04°39'37"W., 40.49 FEET; THENCE N.28°25'27"E., 63.82 FEET; THENCE N.28°41'00"E., 74.78 FEET; THENCE N.59°27'17"E., 54.96 FEET; THENCE N.13°03'39"E., 61.55 FEET; THENCE N.45°37'55"E., 71.79 FEET; THENCE N.38°38'27"E., 51.84 FEET; THENCE N.37°55'25"E., 76.57 FEET; THENCE N.50°05'19"E., 80.52 FEET; THENCE N.15°52'58"E., 51.63 FEET; THENCE N.59°37'32"E., 113.89 FEET; THENCE N.51°49'15"E., 42.27 FEET; THENCE S.77°17'52"E., 76.99 FEET; THENCE S.77°16'59"E., 53.51 FEET; THENCE S.71°21'47"E., 81.64 FEET; THENCE S.41°51'56"E., 72.16 FEET; THENCE S.61°46'25"E., 37.64 FEET; THENCE S.28°52'28"E., 81.80 FEET; THENCE S.09°50'47"E., 75.03 FEET; THENCE S.01°10'31"W., 92.15 FEET; THENCE S.26°43'58"W., 100.82 FEET; THENCE S.45°45'56"W., 62.97 FEET; THENCE S.53°29'06"E., 49.41 FEET; THENCE S.23°31'31"E., 197.42 FEET; THENCE S.07°45'31"E., 89.63 FEET; THENCE S.16°10'18"W., 144.30 FEET; THENCE S.37°43'29"E., 62.59 FEET; THENCE S.58°07'39"E., 61.21 FEET; THENCE N.81°46'58"E., 27.01 FEET; THENCE S.67°53'24"E., 59.99 FEET; THENCE S.60°26'45"E., 42.88 FEET; THENCE S.64°51'24"E., 37.49 FEET; THENCE S.62°42'13"E., 43.09 FEET; THENCE S.56°31'39"E., 69.42 FEET; THENCE S.10°33'53"E., 33.93 FEET; THENCE S.78°01'20"E., 109.19 FEET; THENCE S.81°28'14"E., 105.72 FEET; THENCE S.52°39'58"E., 99.28 FEET; THENCE S.23°35'24"E., 94.01 FEET; THENCE S.07°54'35"W., 41.20 FEET; THENCE S.82°26'17"E., 40.54 FEET TO A POINT ON THE WEST BOUNDARY OF TRACT "Q" OF HERITAGE BAY ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43 AT PAGE 15; THENCE ALONG SAID WEST BOUNDARY S.31°47'35"W., 117.82 FEET TO A POINT ON THE NORTHERLY BOUNDAY OF A CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4155 AT PAGE 288; THENCE ALONG SAID NORTHERLY BOUNDARY N.73°43'21"W., 62.45 FEET; THENCE S.86°42'40"W., 147.29 FEET; THENCE N.89°06'46"W., 105.90 FEET; THENCE S.84°09'18"W., 111.06 FEET; THENCE S.89°13'39"W., 84.55 FEET; THENCE S.14°49'26"W., 38.11 FEET; THENCE S.21°54'21"W., 94.75 FEET; THENCE S.22°58'28"E., 80.19 FEET; THENCE S.27°23'58"W., 57.43 FEET; THENCE S.45°35'03"W., 53.40 FEET; THENCE S.24°38'04"W., 76.19 FEET; THENCE S.65°50'42"W., 75.83 FEET; THENCE S.80°12'46"W., 76.83 FEET; THENCE S.84°12'06"W., 130.66 FEET; THENCE N.85°48'11"W., 56.16 FEET; THENCE N.88°12'43"W., 81.40 FEET; THENCE N.23°04'22"W., 78.34 FEET; THENCE N.11°21'11"W., 88.70 FEET; THENCE N.17°09'14"E., 105.65 FEET; THENCE N.04°35'29"E., 131.17 FEET; THENCE N.80°04'39"W., 64.47 FEET; THENCE N.77°46'12"W., 96.11 FEET; THENCE S.83°01'00"W., 122.88 FEET; THENCE S.88°10'55"W., 100.23 FEET; THENCE N.87°58'05"W., 93.92 FEET; THENCE N.87°28'52"W., 165.64 FEET; THENCE S.74°22'35"W., 74.86 FEET; THENCE N.87°18'31"W., 324.78 FEET N.88°00'01"W., 425.29 FEET TO A POINT OF CURVATURE SAID POINT BEING ON THE EASTERLY BOUNDARY OF OUARRY PHASE 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 51 AT PAGE 27; THENCE ALONG SAID EAST BOUNDARY NORTHERLY, 40.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF 06°44'27" (CHORD BEARING N.15°59'43"W., 39.98 FEET); THENCE N.56°57'27"E., 169.40 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 368.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 76°46'10" (CHORD BEARING N.18°34'22"E., 341.52 FEET) TO A POINT OF TANGENCY; THENCE N.19°48'43"W., 384.57 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 54.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°14'14" (CHORD BEARING N.04°11'36"W., 53.85 FEET) TO A POINT OF TANGENCY; THENCE N.11°25'31"E., 389.82 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY,

491.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 112°37'40" (CHORD BEARING N.44°53'19"W., 416.04 FEET) TO A POINT OF REVERSE CURVATURE SAID POINT BEING ON THE EAST BOUNDARY OF QUARRY PHASE 4 ACCORDING TO THE PLAT THERE OF AS RECORDED IN PLAT BOOK 51 AT PAGE 99; THENCE ALONG SAID EAST BOUNDARY, NORTHWESTERLY, 40.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 27.48 FEET AND A CENTRAL ANGLE OF 83°42'36" (CHORD BEARING N.59°20'51"W., 36.67 FEET); THENCE N.22°54'36"W., 67.20 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 54.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 88°58'33" (CHORD BEARING N.21°34'41"E., 49.05 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 183.16 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 52°28'16" (CHORD BEARING N.39°49'50"E., 176.82 FEET); THENCE N.13°35'43"E., 221.31 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 164.76 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 528.96 FEET AND A CENTRAL ANGLE OF 17°50'47" (CHORD BEARING N.04°40'20"E., 164.10 FEET); THENCE N.05°56'00"W., 232.95 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 495.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 103°14'24" (CHORD BEARING N.57°33'12"W., 431.15 FEET) TO A POINT OF TANGENCY; THENCE S.70°49'36"W., 169.52 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 212.72 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 44°19'09" (CHORD BEARING S.48°40'02"W., 207.45 FEET); THENCE S.25°02'51"W., 41.54 FEET TO A POINT ON A CURVE SAID POINT BEING ON THE NORTHEASTERLY BOUNDARY OF OUARRY PHASE 5 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 52 AT PAGE 55; THENCE ALONG SAID NORTHEASTERLY BOUNDARY WESTERLY, 30.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 31°17'34" (CHORD BEARING N.88°48'43"W., 29.67 FEET) TO A POINT OF TANGENCY; THENCE N.73°09'56"W., 46.84 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 56.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 46°08'48" (CHORD BEARING N.50°05'32"W., 54.87 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 52.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 73.62 FEET AND A CENTRAL ANGLE OF 40°50'45" (CHORD BEARING N.47°26'31"W., 51.38 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 52.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.00 FEET AND A CENTRAL ANGLE OF 50°54'13" (CHORD BEARING N.42°24'47"W., 50.71 FEET); THENCE S.85°54'05"W., 54.30 FEET TO A POINT ON A CURVE; THENCE WESTERLY, 87.87 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET AND A CENTRAL ANGLE OF 18°59'57" (CHORD BEARING N.72°22'12"W., 87.47 FEET) TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY, 205.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 780.00 FEET AND A CENTRAL ANGLE OF 15°04'34" (CHORD BEARING N.74°19'53"W., 204.65 FEET) TO A POINT OF TANGENCY; THENCE N.66°47'36"W., 87.96 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 147.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET AND A CENTRAL ANGLE OF 22°13'23" (CHORD BEARING N.55°40'54"W., 146.47 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 63.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 245.00 FEET AND A CENTRAL ANGLE OF 14°46'09" (CHORD BEARING N.51°57'17"W., 62.98 FEET); THENCE N.00°40'58"W., 75.75 FEET TO THE POINT OF BEGINNING.

## EXHIBIT "B"

## **CLUB LAKES**

## EXHIBIT "C"

## **QUIT CLAIM DEED**

## EXHIBIT "D"

## **EASEMENT AGREEMENT**

## EXHIBIT "E"

## **RESTORATION PLANS**

### EXHIBIT "F"

## **ONGOING STAGING AREAS**

### EXHIBIT "G"

### ASSESSMENT ACKNOWLEDGMENT

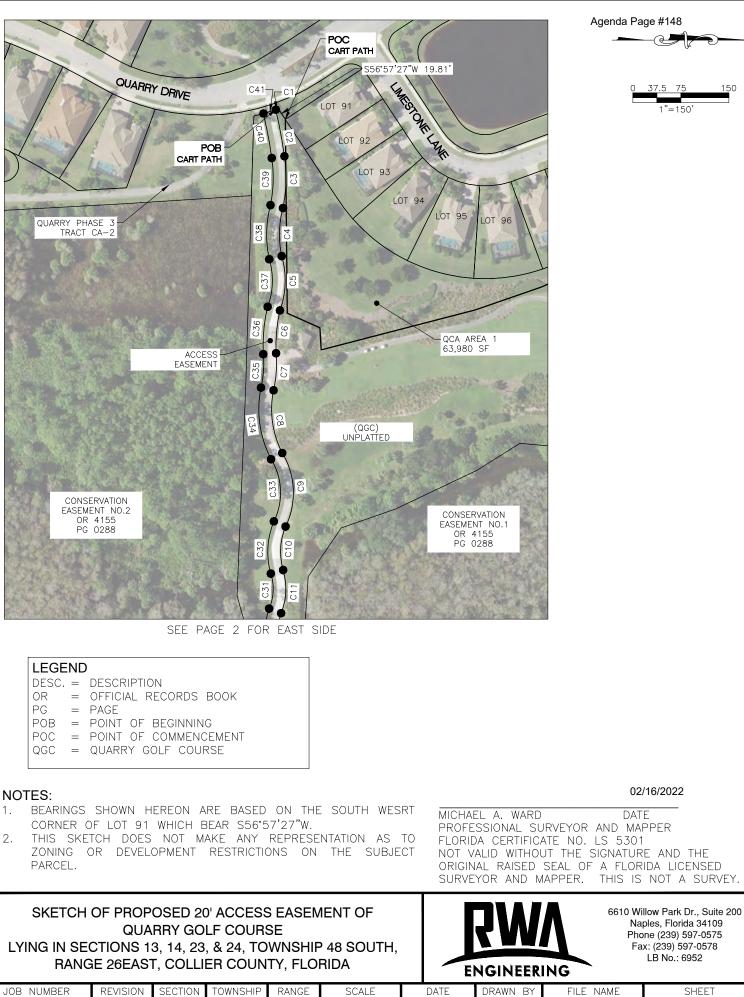
### [SEE ATTACHED]

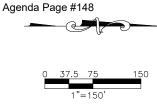
### EXHIBIT "H"

### **MEMORANDUM OF AGREEMENT**

### [SEE ATTACHED]

# 8Bxii





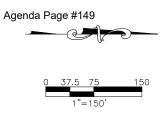
02/16/2022

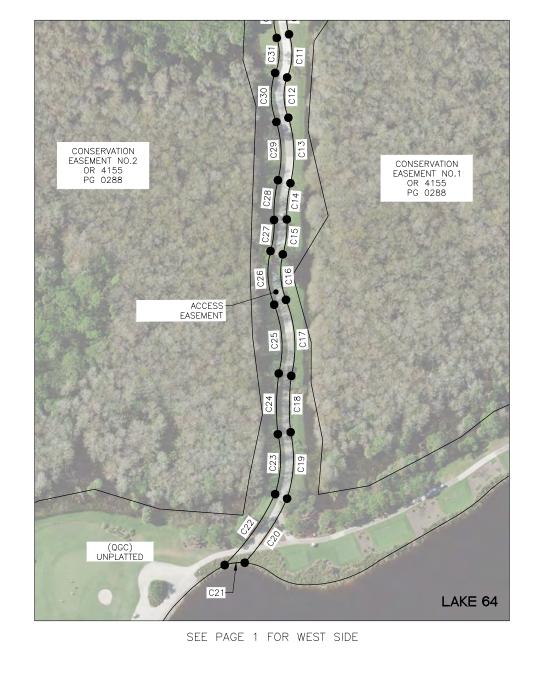
Naples, Florida 34109

Phone (239) 597-0575

DATE PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. LS 5301 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS IS NOT A SURVEY.

LYING IN SEC RANG			, & 24, 10 ER COUN		ENGINEERING							
JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET			
170033.00.04	0	13	48S	26E	1"=150'	2/09/2022	JR	GC LEGAL	1 OF 5			





SKETCH OF PROPOSED 20' ACCESS EASEMENT OF QUARRY GOLF COURSE LYING IN SECTIONS 13, 14, 23, & 24, TOWNSHIP 48 SOUTH, RANGE 26EAST, COLLIER COUNTY, FLORIDA



JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
170033.00.04	0	13	48S	26E	1"=150'	2/09/2022	JR	GC LEGAL	2 OF 5

### LINE AND CURVE TABLE

CURVE TABLE												
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD							
C1	4.40'	340.00'	0°44'28"	S18°59'42"E	4.40'							
C2	74.00'	717.44'	5*54'35"	N79*42'20"E	73.97'							
C3	81.40'	234.44'	19*53'40"	S88*04'23"E	80.99'							
C4	75.82'	159.26'	27°16'37"	S88°10'45"E	75.10'							
C5	86.36'	138.14'	35°49'02"	S87°54'14"E	84.96'							
C6	67.33'	248.66'	15°30'51"	S84°26'43"E	67.12'							
C7	58.25'	184.38'	18*06'06"	S85*46'05"E	58.01'							
C8	100.84'	148.34'	38°56'57"	N82*21'25"E	98.91'							
C9	119.85'	121.36'	56°35'06"	N87°43'02"E	115.04							
C10	69.21'	105.43'	37°36'32"	S86°27'31"E	67.97'							
C11	68.88'	99.77'	39°33'12"	S87°05'37"E	67.52'							
C12	64.19'	90.29'	40°44'15"	N88*22'00"E	62.85'							
C13	103.61'	191.11'	31°03'47"	N88*33'48"E	102.34							
C14	57.13'	208.28'	15°42'52"	S84°05'31"E	56.95'							
C15	55.08'	178.30'	17°42'04"	S83*10'47"E	54.86'							
C16	72.51'	113.15'	36°43'02"	N86*22'25"E	71.28'							
C17	120.91'	195.41'	35°27'05"	N86°16'01"E	118.99							
C18	88.13'	396.25'	12°44'36"	S88°55'22"E	87.95'							
C19	105.24'	199.32'	30°15'04"	S86°42'17"E	104.02							
C20	120.54'	377.92'	18°16'30"	S56°12'49"E	120.03							
C21	31.67'	80.42'	22°33'50"	S06°13'26"E	31.47'							

		(	CURVE TABLI	-	
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C22	136.65'	375.47'	20°51'12"	N54°16'58"W	135.90'
C23	94.88'	179.32'	30°19'00"	N87°01'21"W	93.78'
C24	94.95'	416.25'	13*04'13"	N88*55'21"W	94.75'
C25	109.54'	175.41'	35°46'56"	S86°27'38"W	107.77'
C26	85.41'	133.15'	36*45'02"	S86°25'57"W	83.95'
C27	49.07'	158.30'	17*45'40"	N83°09'16"W	48.87'
C28	62.69'	228.28'	15*44'00"	N84*05'11"W	62.49'
C29	92.01'	171.11'	30°48'35"	S88°42'30"W	90.90'
C30	78.23'	110.29'	40°38'29"	S88°48'38"W	76.60'
C31	55.94'	79.77'	40°10'39"	N86°57'47"W	54.80'
C32	83.34'	125.43'	38*04'03"	N86°22'13"W	81.81'
C33	101.24'	101.36'	57•13'48"	S87°43'28"W	97.08'
C34	115.35'	168.34'	39*15'43"	S82°17'32"W	113.11'
C35	52.60'	164.38'	18*20'10"	N85*48'08"W	52.38'
C36	74.46'	268.66'	15*52'49"	N84°21'52"W	74.22'
C37	75.60'	118.14'	36*39'59"	N87*47'40"W	74.32'
C38	85.43'	179.26'	27 <b>°</b> 18'17"	N88°24'13"W	84.62'
C39	73.94'	214.45'	19°45'20"	N88°09'45"W	73.58'
C40	70.81'	697.82'	5°48'49"	S79°45'51"W	70.78'
C41	20.05'	340.00'	3°22'41"	N16°56'08"W	20.04'

QUARRY GOLF COURSE
LYING IN SECTIONS 13, 14, 23, & 24, TOWNSHIP 48 SOUTH,
RANGE 26EAST, COLLIER COUNTY, FLORIDA



6610 Willow Park Dr., Suite 200 Naples, Florida 34109 Phone (239) 597-0575 Fax: (239) 597-0578 LB No.: 6952

JOB NUMBER R	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
170033.00.04	0	13	48S	26E	N/A	2/09/2022	JR	GC LEGAL	3 OF 5

COMMENCING AT THE SOUTH WEST CORNER OF LOT 91 OF QUARRY PHASE 3, PLAT BOOK 51, PAGE 27;

THENCE S.56\*57'27"W., FOR 19.81 FEET TO A POINT ON A CURVE;

THENCE SOUTHERLY 4.40 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 340.00 FEET THROUGH A CENTRAL ANGLE OF 00°44'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.18°59'42"E. FOR 4.40 FEET TO A POINT ON A CURVE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE EASTERLY 74.00 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 717.44 FEET THROUGH A CENTRAL ANGLE OF 05'54'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.79'42'20"E. FOR 73.97 FEET TO A POINT ON A CURVE; THENCE EASTERLY 81.40 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 234.44 FEET THROUGH A CENTRAL ANGLE OF 19'53'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.88'04'23"E. FOR 80.99 FEET TO A POINT ON A CURVE; THENCE EASTERLY 75.82 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 159.26 FEET THROUGH A CENTRAL ANGLE OF 2716'37" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.8810'45"E. FOR 75.10 FEET TO A POINT ON A CURVE; THENCE EASTERLY 86.36 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 138.14 FEET THROUGH A CENTRAL ANGLE OF 35'49'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.87'54'14"E. FOR 84.96 FEET TO A POINT ON A CURVE; THENCE EASTERLY 67.33 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 248.66 FEET THROUGH A CENTRAL ANGLE OF 15'30'51" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.84'26'43"E. FOR 67.12 FEET TO A POINT ON A CURVE; THENCE EASTERLY 58.25 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 184.38 FEET THROUGH A CENTRAL ANGLE OF 18'06'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.85'46'05"E. FOR 58.01 FEET TO A POINT ON A CURVE; THENCE EASTERLY 100.84 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 148.34 FEET THROUGH A CENTRAL ANGLE OF 38'56'57" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.82'21'25"E. FOR 98.91 FEET TO A POINT ON A CURVE; THENCE EASTERLY 119.85 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 121.36 FEET THROUGH A CENTRAL ANGLE OF 56'35'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.87'43'02"E. FOR 115.04 FEET TO A POINT ON A CURVE; THENCE FASTERLY 69.21 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 105.43 FEET THROUGH A CENTRAL ANGLE OF 37'36'32" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.86"27'31"E. FOR 67.97 FEET TO A POINT ON A CURVE; THENCE EASTERLY 68.88 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 99.77 FEET THROUGH A CENTRAL ANGLE OF 39'33'12" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.87'05'37"E. FOR 67.52 FEET TO A POINT ON A CURVE; THENCE EASTERLY 64.19 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 90.29 FEET THROUGH A CENTRAL ANGLE OF 40°44'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.88°22'00"E. FOR 62.85 FEET TO A POINT ON A CURVE; THENCE EASTERLY 103.61 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 191.11 FEET THROUGH A CENTRAL ANGLE OF 31'03'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.88'33'48"E. FOR 102.34 FEET TO A POINT ON A CURVE; THENCE EASTERLY 57.13 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 208.28 FEET THROUGH A CENTRAL ANGLE OF 15'42'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.84'05'31"E. FOR 56.95 FEET TO A POINT ON A CURVE; THENCE EASTERLY 55.08 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 178.30 FEET THROUGH A CENTRAL ANGLE OF 17"42'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.83"10'47"E. FOR 54.86 FEET TO A POINT ON A CURVE; THENCE EASTERLY 72.51 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 113.15 FEET THROUGH A CENTRAL ANGLE OF 36'43'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.86'22'25"E. FOR 71.28 FEET TO A POINT ON A CURVE; THENCE EASTERLY 120.91 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 195.41 FEET THROUGH A CENTRAL ANGLE OF 35°27'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.86°16'01"E. FOR 118.99 FEET TO A POINT ON A CURVE: THENCE EASTERLY 88.13 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 396.25 FEET THROUGH A CENTRAL ANGLE OF 12\*44'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.88\*55'22"E. FOR 87.95 FEET TO A POINT ON A CURVE: THENCE EASTERLY 105.24 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 199.32 FEET THROUGH A CENTRAL ANGLE OF 3015'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.86'42'17"E. FOR 104.02 FEET TO A POINT ON A CURVE: THENCE SOUTHEASTERLY 120.54 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 377.92 FEET THROUGH A CENTRAL ANGLE OF 1816'30" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.5612'49"E. FOR 120.03 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 31.67 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 80.42 FEET THROUGH A CENTRAL ANGLE OF 22'33'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.06'13'26"E. FOR 31.47 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY 136.65 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 375.47 FEET THROUGH A CENTRAL ANGLE OF 20'51'12" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.54'16'58"W. FOR 135.90 FEET TO A POINT ON A CURVE: THENCE WESTERLY 94.88 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 179.32 FEET THROUGH A CENTRAL ANGLE OF 3019'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.87'01'21"W. FOR 93.78 FEET TO A POINT ON A CURVE; THENCE WESTERLY 94.95 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 416.25 FEET THROUGH A CENTRAL ANGLE OF 13'04'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.88'55'21"W. FOR 94.75 FEET TO A POINT ON A CURVE: THENCE WESTERLY 109.54 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 175.41 FEET THROUGH A CENTRAL ANGLE OF 35'46'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.86'27'38"W. FOR 107.77 FEET TO A POINT ON A CURVE; THENCE WESTERLY 85.41 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 133.15 FEET THROUGH A CENTRAL ANGLE OF 36'45'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.86'25'57"W. FOR 83.95 FEET TO A POINT ON A CURVE;

### LEGAL DESCRIPTION CONTINUES IN SHEET 5

2/09/2022

JR

GC LEGAL

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JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DA	TF	DRAWN BY	FILE NAME		SHEET

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### LEGAL DESCRIPTION

THENCE WESTERLY 49.07 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 158.30 FEET THROUGH A CENTRAL ANGLE OF 17'45'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.83'09'16"W. FOR 48.87 FEET TO A POINT ON A CURVE: THENCE WESTERLY 62.69 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 228.28 FEET THROUGH A CENTRAL ANGLE OF 15'44'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.84'05'11"W. FOR 62.49 FEET TO A POINT ON A CURVF: THENCE WESTERLY 92.01 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 171.11 FEET THROUGH A CENTRAL ANGLE OF 30°48'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.88°42'30"W. FOR 90.90 FEET TO A POINT ON A CURVE; THENCE WESTERLY 78.23 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 110.29 FEET THROUGH A CENTRAL ANGLE OF 40'38'29" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.88'48'38"W. FOR 76.60 FEET TO A POINT ON A CURVE: THENCE WESTERLY 55.94 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 79.77 FEET THROUGH A CENTRAL ANGLE OF 40"10"39" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.86"57"47"W. FOR 54.80 FEET TO A POINT ON A CURVE; THENCE WESTERLY 8.3.34 FEFT ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 125.4.3 FEFT THROUGH A CENTRAL ANGLE OF 38'04'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.86'22'13"W. FOR 81.81 FEET TO A POINT ON A CURVE: THENCE WESTERLY 101.24 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 101.36 FEET THROUGH A CENTRAL ANGLE OF 57'13'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.87'43'28"W. FOR 97.08 FEET TO A POINT ON A CURVE: THENCE WESTERLY 115.35 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 168.34 FEET THROUGH A CENTRAL ANGLE OF 3915'43" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.8217'32"W. FOR 113.11 FEET TO A POINT ON A CURVE: THENCE WESTERLY 52.60 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 164.38 FEET THROUGH A CENTRAL ANGLE OF 18"20'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.85"48'08"W. FOR 52.38 FEET TO A POINT ON A CURVE: THENCE WESTERLY 74.46 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 268.66 FEET THROUGH A CENTRAL ANGLE OF 15'52'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.84'21'52"W. FOR 74.22 FEET TO A POINT ON A CURVE; THENCE WESTERLY 75.60 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 118.14 FEET THROUGH A CENTRAL ANGLE OF 36'39'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.87'47'40"W. FOR 74.32 FEET TO A POINT ON A CURVE: THENCE WESTERLY 85.43 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 179.26 FEET THROUGH A CENTRAL ANGLE OF 27"18'17" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.88"24'13"W. FOR 84.62 FEET TO A POINT ON A CURVF: THENCE WESTERLY 73.94 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 214.45 FEET THROUGH A CENTRAL ANGLE OF 19'45'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.88'09'45"W. FOR 73.58 FEET TO A POINT ON A CURVE: THENCE WESTERLY 70.81 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 697.82 FEET THROUGH A CENTRAL ANGLE OF 05'48'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.79'45'51"W. FOR 70.78 FEET TO A POINT ON A CURVE: THENCE NORTHERLY 20.05 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET THROUGH A CENTRAL ANGLE OF 0.3"22'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.16"56'08"W. FOR 20.04 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; CONTAINING 31,791 SQUARE FEET OR 0.73 ACRES, MORE OR LESS. SEE PAGE 4 FOR BEGINNING OF LEGAL DESCRIPTION

LEGAL



JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
170033.00.04	0	13	48S	26E	N/A	2/09/2022	JR	GC LEGAL	5 OF 5
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# **Ninth Order of Business**

# 9Ai

From: Stanley Omland <<u>somland@quarrycdd.org</u>>
Sent: Friday, January 28, 2022 11:11 AM
To: Margarita W
Cc: Kevin Thomas Fay; Delice Scotto; Lou Scotto; 'Chip Harrington'; <u>gosail@comcast.net</u>; Faircloth,
Justin; Lopez, Albert J.
Subject: RE: Replace Littoral plants

Good morning and sorry for the delay in my response. The Quarry CDD has as one of its founding obligations, compliance with the original enabling environmental resource permit from the South Florida Water Management District. That permit is the one which enabled the initial construction of both the Heritage Bay community and the Quarry. In order to stay in compliance with that permit, the CDD will start a new construction project in April of this year, where we will be stabilizing the side slopes of almost every one of the 30 ponds in our community. The work entails the import of fill, rip rap and placement of littoral plants; all of which, in combination should stabilize the pond slopes from further erosion (as has occurred these years since original construction). It appears that your concern is the visual desirability of littorals, whose purpose is to knit and stabilize the soil with a root system that will prevent erosion. The littorals which both exist and are proposed in our upcoming project should survive the seasonal four feet +/- of rise and fall of water surface, which we experience annually. The typical grass/sod that we have outside our homes cannot survive water inundation for the duration of the high water season (typically October-November-ish), hence the use of littorals.

You mentioned your preference for riff raff, which is technically riprap, as an alternative to both the existing and proposed littoral plantings. While the construction plans currently call for the northern, eastern and southern slopes of the Cobalt Cove pond to be a littoral planted slope (I have attached the current construction plans on which you can see Cobalt Cove on sheet C-6), your request is a timely one. If enough of your neighbors felt the same way, the CDD could consider your request for this more expensive solution of rip rap in the upcoming construction project. You should know that many of our neighbors in the Quarry actually prefer the littoral option over rip rap. Our next CDD meeting is scheduled for February 23 at 900 AM in the Beach Club. We would request that you and your neighbors attend the meeting and verbalize your request so the full Board could deliberate on the merits of your suggestion. If an appearance cannot be arranged the Board will decide on your request based on what materials you might submit in support of your request. The CDD is working with the QCA through a delegated subcommittee (Chip Harrington and Jerry Williams) on exactly these types of requests and by copying them on this email, ask them for their views on your request, which will weigh in the CDD's decision. Feel free to contact me if you have any questions. I would be happy to visit should you wish to show me personally your concerns.

### Follow my story at <u>Stan | CaringBridge</u>

Stanley T. Omland, P.E., P.P., C.M.E., LEED AP Chairman

Quarry Community Development District <u>somland@quarrycdd.org</u> (973) 699-7600

9293 Quarry Drive Naples, Florida 34120

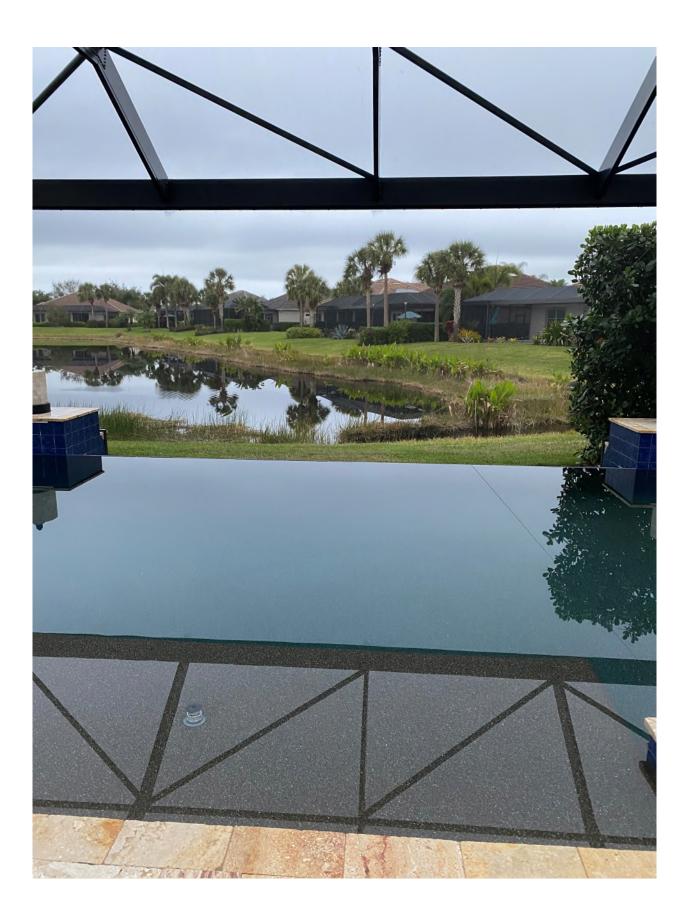
### 146 Park Avenue Bay Head, NJ 08742

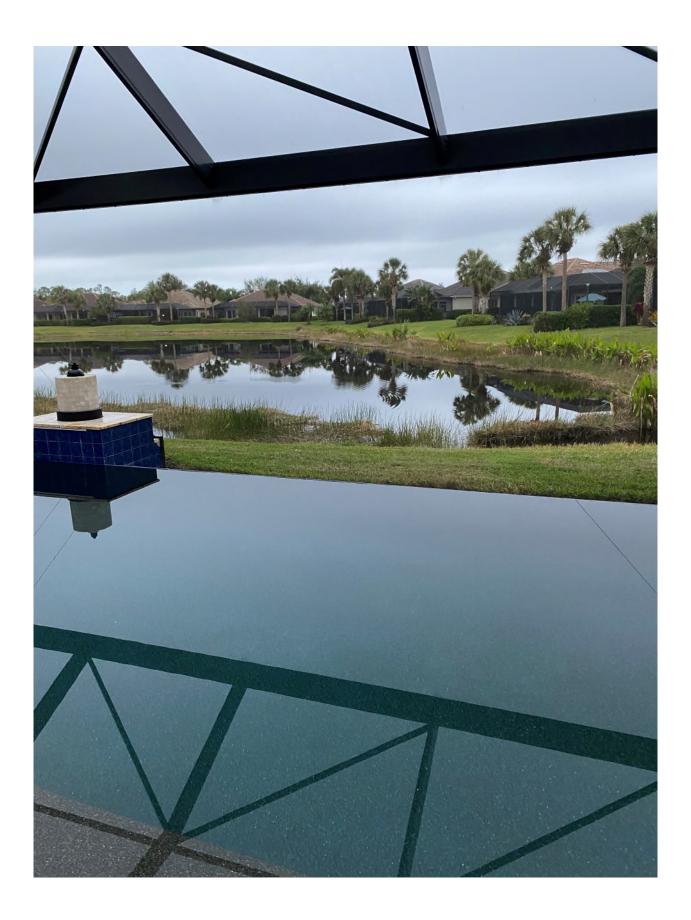
From: Margarita W <<u>margaritawa@yahoo.com</u>>
Sent: Wednesday, January 26, 2022 8:06 AM
To: Stanley Omland <<u>somland@omland.com</u>>
Cc: Kevin Thomas Fay <<u>kfaycpa@gmail.com</u>>; Delice Scotto <<u>d\_scotto@hotmail.com</u>>; Lou Scotto
<<u>louscotto@hotmail.com</u>>
Subject: Fw: Replace Littoral plants

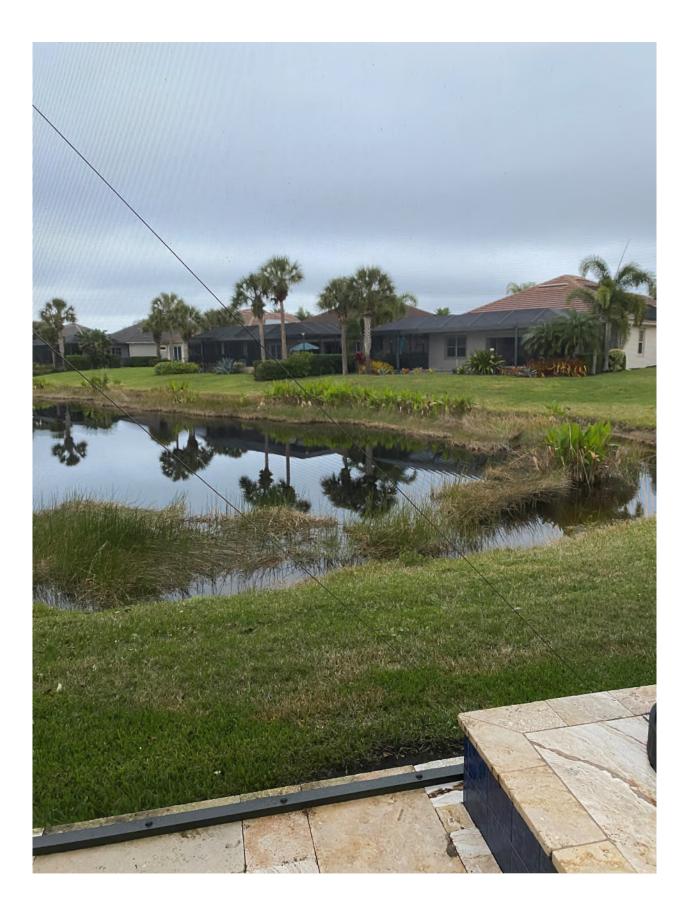
Good morning, Stan

I was referred to you by the HOA and Chip Harrington to discuss our concerns of unsightly growth in the pond behind our homes. Kevin Fay and I live on 9684 Cobalt Cove Circle and Lou and Delice Scotto are our next-door neighbors. Several years ago, littoral plants were placed in the pond to curtail the significant erosion occurring in both of our backyard areas. However, today those grown plants look atrocious. We would appreciate replacement of the littoral plants with riff raff which would beautify our views from the lanai currently marred by the blight of our properties. Praying for you and your family. Best regards, Kevin and Margarita ----- Forwarded Message -----From: Margarita W <<u>margaritawa@yahoo.com</u>>

To: margaritawa@yahoo.com <margaritawa@yahoo.com> Sent: Wednesday, January 26, 2022, 07:58:35 AM EST Subject: Replace Littoral plants







## **ABBREVIATION/** SIGN LEGEND

- AIR CONDITIONER

A/C

### APPROX - APPROXIMATE ASPH - ASPHALT AVG - AVERAGE BFP - BACK FLOW PREVENTER BLK - BLOCK BLDG - BUILDING BOC - BACK OF CURB - BACK OF WALL BOW C & G - CURB & GUTTER - CONSTRUCTION ENTRANCE CE - CENTERLINE C/L - CORRUGATED METAL PIPE CMP - CLEAN OUT CO CONC - CONCRETE DEPT - DEPARTMENT - DOWN SPOUT DS ELEC - ELECTRIC - ELECTRICAL METER EM - ELEVATION ELEV EOP - EDGE OF PAVEMENT FDC - FIRE DEPARTMENT CONNECTION FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION FF - FINISH FLOOR FG - FINISH GRADE FH - FIRE HYDRANT FM - FORCE MAIN FOC - FACE OF CURB FP&L - FLORIDA POWER AND LIGHT GOV'T - GOVERNMENT HB - HOSE BIB HC - ADA ACCESSIBLE HDPE - HIGH DENSITY POLYETHYLENE PIPE INV - INVERT IRR - IRRIGATION ME - MATCH EXISTING ELEVATION MES - MITERED END SECTION MH - MANHOLE PVC - POLYVINYL CHLORIDE PIPE PVMT - PAVEMENT R - RADIUS RCP - REINFORCED CONCRETE PIPE REV - REVISION R/W - RIGHT-OF-WAY SF - SQUARE FEET S/W - SIDEWALK TOB - TOP OF BANK TOE - TOE OF SLOPE ΤW - TOP OF WALL TYP - TYPICAL UNK - UNKNOWN UTL - UNDERGROUND TELEPHONE LINES W/ - WITH WV - WATER VALVE (B) **o** BUS STOP (R7-7) (DNE) O NOT ENTER (R5-1) (FL) - NO PARKING - FIRE LANE (R7-94) (HC) - HANDICAP (FTP 20-06 & FTP 22-06) (KR) - KEEP RIGHT (R4-7A) (KL) - KEEP LEFT (R4-8A) (LTO) - LEFT TURN ONLY (R3-5L) (ND) - NO DUMPING (NL) - NO LEFT TURN (R3-2) (NLI) - NO LITTERING (NOR) - NO RIGHT TURN (R3-1) (NOT) - NO TRUCKS (R5-2A) (NP) - NO PARKING (R7-1) (1W) • ONE WAY (R6-1L) (R6-1R) (PE) • PEDESTRIAN CROSSING (W11-2) (RTO) - RIGHT TURN ONLY (R3-5R) (R1) 8 ROW NUMBER (SL) - SPEED LIMIT (R2-X) (ST) **-** STOP (R1-1) (TZ) - TOW AWAY ZONE (R7-201) (TE) TRUCK ENTRANCE (WL) • WEIGHT LIMIT (R12-5) (WW) - WRONG WAY (R5-1A)

### GOVERNING STANDARDS:

(Y) • YIELD (R1-2)

(DT) - RESERVED DRIVE-THRU PARKING

COLLIER COUNTY LAND DEVELOPMENT CODE, FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS AND SPECIFICATIONS, CURRENT YEAR, AS AMENDED BY CONTRACT DOCUMENTS.

FOR DESIGN STANDARDS CLICK ON "DESIGN STANDARDS" AT THE FOLLOWING WEBSITE: HTTP://WWW.DOT.STATE.FL.US/RDDESIGN

J:\Q0504\Civil\DWG\\_Current\_Plan\_Set\2022 Shoreline Phase II\C-1 - COVER SHEET.dwg, 10/28/2021 2:37:42 PM, Lopez, Albert J.,

## CONSULTANTS

### OWNER ANY OWNER ANY STREET ANY CITY, ANY STATE XXXXX

ENGINEER CPH, INC. 2216 ALTAMONT AVENUE FORT MYERS, FLORIDA 33901 ATTN: JEFFREY M. SATFIELD, P.E. (239) 332-5499

## LANDSCAPE

ARCHITECT CPH, INC. **500 WEST FULTON STREET** SANFORD, FLORIDA 32771 ATTN: MAXWELL D. SPANN, R.L.A. (407) 322-6841

# **CONSTRUCTION PLANS FOR** THE QUARRY CDD **2022 SHORELINE PHASE II COLLIER COUNTY / FLORIDA SECTION 23 - TOWNSHIP 48 SOUTH - RANGE 26 EAST**

## UTILITY **PROVIDERS**

ELECTRIC **FLORIDA POWER & LIGHT** 4105 15TH AVENUE SW

NAPLES, FLORIDA 34116

TELEPHONE CENTURY LINK 380 RIVERSIDE CIRCLE NAPLES, FLORIDA 34109

**WATER** 

COLLIER COUNTY PUBLIC UTILITIES WATER DIVISION 4370 MERCANTILE AVENUE NAPLES, FLORIDA 34112

SEWER

COLLIER COUNTY PUBLIC UTILITIES WASTEWATER DIVISION 4370 MERCANTILE AVENUE NAPLES, FLORIDA 34112

## APPROVAL AGENCIES

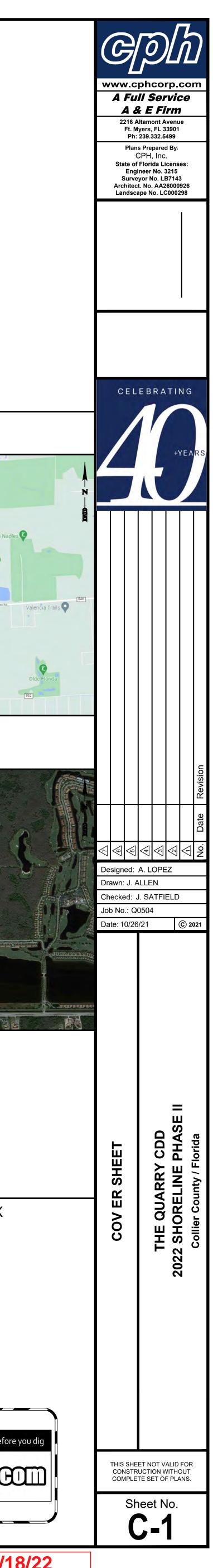
### STATE DEPARTMENT OF ENVIRONMENTAL

PROTECTION NPDES STORMWATER PERMITTING PROGRAM 2600 BLAIR STONE ROAD, M.S. 3585 TALLAHASSEE, FLORIDA 32388 ATTN: BORJA CRANE-AMORES (850) 245-7520

WATER MANAGEMENT DISTRICT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT 2301 McGREGOR BOULEVARD FORT MYERS, FLORIDA 33901 ATTN: BRIAN ROSS (239) 338-2929

	INDEX OF SHEETS	MAPS
C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9	COVER SHEET GENERAL NOTES SHEET KEY MAP SITE PLAN SITE PLAN SITE PLAN SITE PLAN SITE PLAN GENERAL DETAILS	
		<image/> <image/> <section-header></section-header>
	NOTES	VERTICAL DATUM: XX
LOCATIONS 2. CONTRACTO LIMITED TO, I AREAS SHAI 3. CONTRACTO THIS COST S 4. AS PART OF APPURTENA	R IS RESPONSIBLE FOR CONSTRUCTING & COORDINATING CONSTRUCTION ENTRANCE TO ALL PROJECT AREAS WITH THE DISTRICT MANAGER AND/OR ENGINEER OF RECORD. R IS RESPONSIBLE TO RESTORE ANY AND ALL DISTURBED AREAS INCLUDING, BUT NOT LANDSCAPING, HARDSCAPING, MAILBOXES, SOD OR OTHER IMPROVEMENTS ETC. THESE LL BE RESTORED TO ORIGINAL OR BETTER CONDITION. R SHALL REPLACE ANY SIGNS THAT MAY BE IN CONFLICT WITH THE PROPOSED WORK, AND HALL BE INCLUDED IN THE CONTRACT BID. THE CONTRACT BID. CONTRACT OR SHALL INCLUDE MODIFICATION OF ANY UTILITY NCES THAT MAY BE AFFECTED BY THE PROPOSED CONSTRUCTION. ALS, WORK AND TESTING SHALL MEET FDOT STANDARD SPECIFICATIONS.	Always call 811 two full business days before you dig
THE SIZE OF THESE PLANS MAY HAVE BE CONSIDERED WHEN SCALING ANY REPR	EEN SLIGHTLY ALTERED BY REPRODUCTION PROCESSES, THIS MUST BE ODUCED PLANS FOR THE PURPOSE OF COLLECTING DATA.	Sunshine811.com
		REV #1 - 1/18/22



1. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL AVAILABLE REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS.

2. CONTRACTOR, AS PART OF THE BASE BID, SHALL FIELD LOCATE ALL UNDERGROUND UTILITIES WITHIN THE PROJECT AREA WITHIN THE 30 DAYS OF PROJECT AWARD. CONTRACTOR SHALL REVIEW THE PLANS AND SHALL NOTE ANY DISCREPENCIES TO THE ENGINEER IMMEDIATELY.

FOR THE MATERIALS AND WORK NEEDED TO PROVIDE SERVICES TO THE PROJECT. 4 CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE FOR ALL DEMOLITION OF ABOVE GROUND AND UNDERGROUND IMPROVEMENTS IN ORDER TO CONSTRUCT THE PROPOSED IMPROVEMENTS NOTED ON THE PLANS. UNLESS APPROVED IN WRITING FROM THE OWNER, ALL MATERIALS SHALL BE REMOVED FROM THE SITE AS PART OF THE BASE BID.

3. CONTRACTORS, AS PART OF THE BASE BID, SHALL PROVIDE ALL COORDINATION WITH UTILITY PROVIDERS TO PROVIDE

5. ALL DETAILS AND REFERENCES TO FDOT REFER TO THE LATEST EDITION OF THE FDOT DESIGN STANDARDS. 6. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATION OF ALL UTILITY ENTRANCES TO INCLUDE SANITARY SEWER LATERALS, DOMESTIC AND FIRE PROTECTION WATER SERVICE, ELECTRICAL TELEPHONE AND GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES, IN SUCH A MANNER AS TO AVOID CONFLICT AND ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH UTILITY REQUIREMENTS AS TO LOCATION AND SCHEDULING FOR TIE-INS/ CONNECTIONS PRIOR TO CONNECTING TO EXISTING UTILITIES. 7. CONTRACTOR AND HIS SURVEYOR SHALL NOTE THE PROJECT BENCHMARK INFORMATION PROVIDED IN THE PLANS AND

VERIFY PRIOR TO CONSTRUCTION. 8. ALL CONSTRUCTION PROJECTS 1 OR MORE ACRES IN SIZE THAT DISCHARGE TO OFFSITE AREAS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORMWATER DISCHARGE FROM SMALL AND LARGE CONSTRUCTION ACTIVITIES. IN ORDER TO MEET NPDES REQUIREMENTS, THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING, INSPECTING, MAINTAINING, AND REPORTING ON ALL ELEMENTS OF THE SWPPP, COMPLETING AND SUBMITTING THE REQUIRED NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) FORMS AS THE OPERATOR, AND PAYING ALL ASSOCIATED FEES. FOR PROJECTS LESS THAN 1 ACRE IN SIZE THAT ARE NOT REQUIRED TO COMPLY WITH THE NPDES GENERAL PERMIT. THE CONTRACTOR IS STILL RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION IN

ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS. 9. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

10. BASE SURVEY INFORMATION INCLUDING BUT NOT LIMITED TO ELEVATIONS, EASEMENTS, RIGHTS OF WAY, AND OTHER FOPOGRAPHIC INFORMATION HAS BEEN PREPARED BY OTHER PROFESSIONALS. CPH, INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION.

11. THIS SET OF PLANS MAY CONTAIN DRAWINGS PREPARED BY OTHER PROFESSIONALS. WHICH CONTAIN THE NAME. ADDRESS, AND LOGO OF THE PROFESSIONAL. CPH, INC. IS NOT RESPONSIBLE FOR DRAWINGS PREPARED BY OTHER PROFESSIONALS. 12. THE CONTRACTOR SHALL SUBMIT ONE ELECTRONIC COPY OF SHOP DRAWINGS TO THE ENGINEER TO KEEP FOR HIS

RECORDS. THE ENGINEER WILL NOT PROVIDE FOR APPROVAL OF SHOP DRAWINGS, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL MATERIALS FOR ACCURACY PRIOR TO ORDERING THE MATERIALS. ANY DESCREPENCIES IDENTFIED BY THE CONTRACTOR SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY 13. PROTECT BENCHMARKS, PROPERTY CORNERS, AND OTHER SURVEY MONUMENTS FROM DAMAGE OR DISPLACEMENT. IF

MARKER NEEDS TO BE REMOVED IT SHALL BE REFERENCED BY LICENSED LAND SURVEYOR AND REPLACED, AS NECESSARY, BY 14. THE CONTRACTOR IS RESPONSIBLE FOR ALL QUALITY CONTROL TESTING. AS A MINIMUM, TESTING SHALL INCLUDE A) PIPING AND STRUCTURAL EXCAVATION. BEDDING AND BACKFILL MATERIALS AND DENSITY TESTS: B) DETERMINATION OF

COMPACTIVE EFFORT NEEDED FOR COMPLIANCE WITH THE DENSITY REQUIREMENTS: C) PORTLAND CEMENT CONCRETE AND ASPHALT PAVING QUALITY CONTROL TESTING INCLUDING DESIGN MIX REVIEW, MATERIALS, FIELD SLUMP AND AIR CONTENT, AND FIELD AND LAB CURED STRENGTH SAMPLES AND TESTING. 15. IN ADDITION TO QUALITY CONTROL TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUIRED TESTING OR

APPROVALS FOR ANY WORK (OR ANY PART THEREOF) IF LAWS OR REGULATIONS OF ANY PUBLIC BODY HAVING JURISDICTION SPECIFICALLY REQUIRE TESTING, INSPECTIONS OR APPROVAL. THE CONTRACTOR SHALL PAY ALL COSTS IN CONNECTION THEREWITH AND SHALL FURNISH THE OWNER AND ENGINEER THE REQUIRED CERTIFICATES OF INSPECTION, TESTING OR APPROVAL.

16. ANY DESIGN OR TESTING LABORATORY UTILIZED BY THE CONTRACTOR SHALL BE AN INDEPENDENT LABORATORY ACCEPTABLE TO THE OWNER AND THE ENGINEER, APPROVED IN WRITING, AND COMPLYING WITH THE LATEST EDITION OF THE "RECOMMENDED REQUIREMENTS FOR INDEPENDENT LABORATORY QUALIFICATION", PUBLISHED BY THE AMERICAN COUNCIL OF INDEPENDENT LABORATORIES. 17. TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER. ALL TEST RESULTS SHALL BE

PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS. 18. THE ENTIRE PROJECT SITE SHALL BE THOROUGHLY CLEANED AT THE COMPLETION OF THE WORK. CLEAN ALL INSTALLED PIPELINES, STRUCTURES, SIDEWALKS, PAVED AREAS, ACCUMULATED SILT IN PONDS, PLUS ALL ADJACENT AREAS AFFECTED BY CONSTRUCTION, AS DIRECTED BY THE OWNER OR JURISDICTIONAL AGENCY. EQUIPMENT TO CLEAN THESE SURFACES SHALL BE SUBJECT TO APPROVAL BY THE OWNER.

19. ALL DISTRUBED AREAS WITHIN RIGHT OF WAYS SHALL BE SODDED. 20. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE BUT NOT BE LIMITED, FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.

21. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS. INCLUDING THE FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.

22. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS ENCOUNTERED DURING EXCAVATION.

## TRAFFIC CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A MAINTENANCE OF TRAFFIC (M.O.T.) PLAN PRIOR TO CONSTRUCTION. THE M.O.T. PLAN SHALL SHOW ALL PROPOSED TRAFFIC CONTROL SIGNS, PAVEMENT MARKINGS, AND BARRICADES, AND SHALL DETAILATE PROPOSED CONSTRUCTION SEQUENCING. THE M O T PLAN AND INSTALLED TRAFFIC CONTROL MEASURES SHALL BE APPROVED BY THE ENGINEER OWNER AND ROADWAY JURISDICTIONAL AGENCY PRIOR TO CONSTRUCTION IN GENERAL ROADWAY AND DRIVEWAY LANE CLOSURES ARE PROHIBITED DURING CONSTRUCTION UNLESS SPECIFICALLY DETAILED ON THESE PLANS. IN THE EVENT IT IS DETERMINED THAT ROADWAY AND DRIVEWAY LANE CLOSURES WILL BE ALLOWED, THE CLOSURES SHALL BE RESTRICTED TO THE HOURS BETWEEN 9:00 A.M. AND 4:00 P.M. UNLESS OTHERWISE AUTHORIZED IN THE APPROVED M.O.T.

2. ALL TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH FDOT INDEX NO. 600 AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). ALL TRAFFIC CONTROL MEASURES SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND MAINTAINED DURING CONSTRUCTION.

LIGHTS IS MAINTAINED THROUGHOUT CONSTRUCTION. 4. CONTACT PROPERTY OWNERS AFFECTED BY CONSTRUCTION. COORDINATE TEMPORARY DRIVEWAY CLOSURES AND SEQUENCING. MAINTAIN ACCESS FOR ALL PROPERTY OWNERS DURING CONSTRUCTION.

3. INSPECT TRAFFIC CONTROL DEVICES ON A DAILY BASIS TO ENSURE PLACEMENT OF BARRICADES AND FUNCTION OF

5. WET UNSTABILIZED AREAS AS NECESSARY TO CONTROL DUST. 6. ADJUST TRAFFIC CONTROL DEVICES AS REQUIRED UNDER EMERGENCY CONDITIONS.

7. THE CONTRACTOR IS EXPECTED TO COORDINATE ITS ACTIVITIES WITH OTHER CONTRACTORS WHO MAY BE WORKING IN THE IMMEDIATE VICINITY

8. WHEN WORK OCCURS WITHIN 15-FT OF ACTIVE ROAD TRAVEL LANES BUT NO CLOSER THAN 2-FT FROM THE EDGE OF PAVEMENT, SIGNAGE AND WARNING DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH FDOT INDEX NO. 600 AND 602. 9. TYPE I OR TYPE II BARRICADES AT 20-FT CENTERS SHALL BE PLACED AND MAINTAINED ALONG THE EDGE OF THE ROAD WHEREVER DROP-OFFS OR OTHER HAZARDS EXIST AND TO BLOCK ENTRANCE INTO COMPLETED OR PARTIALLY COMPLETED PAVEMENTS UNTIL SUCH PAVEMENTS ARE OPEN TO PUBLIC USE.

### SITE PREPARATION

1. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES WITHIN THE PROPERTY, RIGHT-OF-WAY, AND EASEMENTS AS INDICATED ON THE DRAWINGS. AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS IN SURROUNDING PROPERTIES SHALL BE REPAIRED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.

2. STAKE OUT THE CONSTRUCTION, ESTABLISH LINES AND LEVELS, TEMPORARY BENCH MARKS, BATTER BOARDS, CENTERLINES, BASELINES, AND REFERENCE POINTS FOR THE WORK, AND VERIFY ALL DIMENSIONS RELATING TO INTERCONNECTION WITH EXISTING FEATURES. REPORT ANY INCONSISTENCIES IN THE PROPOSED GRADES, LINES AND LEVELS, DIMENSIONS AND LOCATIONS TO THE ENGINEER BEFORE COMMENCING WORK.

3. PROTECT ALL TREES AND SHRUBS LOCATED OUTSIDE THE RIGHT-OF-WAY, EASEMENTS, AND OWNER SECURED PROPERTY, PARTICULARLY THOSE TREES AND SHRUBS LOCATED ADJACENT TO WORK AREAS. 4. WITHIN THE RIGHT-OF-WAY, EASEMENTS, AND OWNER SECURED PROPERTY, THE INTENT IS TO ALLOW TREES AND SHRUBS TO REMAIN IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: NEW ROADWAY CONSTRUCTION - TREES AND SHRUBS TO REMAIN WHERE LOCATED MORE THAN 15 FEET FROM THE BACK OF CURB, OR OUTSIDE THE LIMITS OF EXCAVATION OR FILL

AREAS, WHICHEVER IS FURTHER. UTILITY PIPELINE CONSTRUCTION - TREES AND SHRUBS TO REMAIN OUTSIDE A 15 FOOT WIDE PATH, CENTERED ON THE PIPELINE. 5. TREES TO REMAIN IN THE CONSTRUCTION AREA SHALL BE BOXED, FENCED OR OTHERWISE PROTECTED IN ACCORDANCE WITH DETAILS ON THE DRAWINGS. DO NOT PERMIT HEAVY EQUIPMENT OR STOCKPILES WITHIN BRANCH SPREAD

6. AREAS TO RECEIVE CLEARING AND GRUBBING SHALL INCLUDE ALL AREAS TO BE OCCUPIED BY THE PROPOSED IMPROVEMENTS, AREAS FOR FILL AND SITE GRADING, AND BORROW SITES. REMOVE TREES OUTSIDE OF THESE AREAS ONLY AS INDICATED ON THE DRAWINGS OR AS APPROVED IN WRITING BY THE ENGINEER. 7. CLEARING SHALL CONSIST OF REMOVING TREES AND BRUSH AND DISPOSAL OF OTHER MATERIALS THAT ENCROACH UPON OR OTHERWISE OBSTRUCT THE WORK.

8. EXERCISE EXTREME CARE DURING THE CLEARING AND GRUBBING OPERATIONS. DO NOT DAMAGE EXISTING STRUCTURES, PIPES OR UTILITIES.

9. GRUBBING SHALL CONSIST OF REMOVING AND DISPOSING OF STUMPS. ROOTS LARGER THAN 2" IN DIAMETER. AND MATTED ROOTS. REMOVE TO A DEPTH OF NOT LESS THAN 18" BELOW THE ORIGINAL SURFACE LEVEL OF THE GROUND. 10. ALL COMBUSTIBLE DEBRIS AND REFUSE FROM SITE PREPARATION OPERATIONS SHALL BE REMOVED TO LEGAL OFFSITE DISPOSAL AREAS.

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### GRADING

### 1. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS TO ACCOMPLISH THE GRADING INTENT. ALL SLOPES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER PRIOR TO DEMOBILIZATION OF GRADING EQUIPMENT TO DETERMINE THAT THE GRADING INTENT HAS BEEN ACHIEVED. 2. UNIFORMLY SMOOTH GRADE THE SITE. DEPRESSIONS FROM SETTLEMENT SHALL BE FILLED AND COMPACTED. TOPS OF EMBANKMENTS AND BREAKS IN GRADE SHALL BE ROUNDED. FINISHED SURFACES SHALL BE REASONABLY SMOOTH. COMPACTED. FREE FROM IRREGULAR SURFACE CHANGES AND COMPARABLE TO THE SMOOTHNESS OBTAINED BY

BLADE-GRADER OPERATIONS.

3. NEWLY GRADED AREAS SHALL BE PROTECTED FROM TRAFFIC AND EROSION. ALL SETTLEMENT OR WASHING AWAY THAT MAY OCCUR FROM ANY CAUSE PRIOR TO SEEDING OR ACCEPTANCE SHALL BE REPAIRED AND GRADES RE-ESTABLISHED TO THE REQUIRED ELEVATIONS AND SLOPES AT NO ADDITIONAL COST TO THE OWNER. EXCAVATION, TRENCHING, AND FILL

1. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (FS 553.60-553.64). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT. ROUGH EXCAVATE AND GRADE ANY PROPOSED STORMWATER PONDS AT THE START OF SITE GRADING ACTIVITIES.

3. POND CONSTRUCTION SHALL RESULT IN THE FINISHED POND HAVING SIDE SLOPES AND DIMENSIONS THAT ARE IN

ACCORDANCE WITH THE CONSTRUCTION DRAWINGS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THESE REQUIREMENTS HAVE BEEN MET. IF THE CONSTRUCTED SIDE SLOPES ARE STEEPER THAN THE REQUIRED SIDE SLOPES, OR THE POND VOLUME IS NOT WITHIN THREE (3) PERCENT OF THE DESIGN VOLUME, THE CONTRACTOR SHALL BE REQUIRED TO MAKE CORRECTIONS TO THE POND AT NO ADDITIONAL COST TO THE OWNER. 4. FIELD DENSITY TESTING FREQUENCIES: A) ONE TEST FOR EACH 10.000 SQUARE FEET OR FRACTION THEREOF PER LIFT OF

GENERAL BACKFILLING, MINIMUM 2 TESTS EACH LAYER: B) ONE TEST FOR EACH 100 SQUARE FEET OR FRACTION THEREOF OF 1000 SQUARE FEET OF PAVEMENT SUBGRADE, MINIMUM OF 2 TESTS.

WHEREVER POSSIBLE

A. ACCEPTABLE MATERIALS: AASHTO M145 CLASSIFICATION A-1, A-3, A-2-4, A-2-6; ASTM D2487 CLASSIFICATION GW, GP, GM, SM, SW, SP; UNLESS OTHERWISE DISAPPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS. NO MORE THAN

12% OF ACCEPTABLE MATERIALS SHALL PASS THE NUMBER 200 SIEVE.

B. UNACCEPTABLE MATERIALS: AASHTO M145 CLASSIFICATION A-2-5, A-2-7, A-4, A-5, A-6, A-7, A-8; ASTM D2487 CLASSIFICATION GC, SC, ML, MH, CL, CH, OL, OH, PT; UNLESS OTHERWISE APPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION 6. PROVIDE BARRIERS, WARNING LIGHTS AND OTHER PROTECTIVE DEVICES AT ALL EXCAVATIONS.

REPORTS.

TENANTS OCCUPYING ADJOINING PROPERTY

8. FURNISH, INSTALL, AND MAINTAIN, WITHOUT ADDITIONAL COMPENSATION, SHEETING, BRACING, AND SHORING SUPPORT REQUIRED TO KEEP EXCAVATIONS WITHIN THE PROPERTY OR EASEMENTS PROVIDED, TO SUPPORT THE SIDES OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH MAY DAMAGE ADJACENT PAVEMENTS OR STRUCTURES, DAMAGE OR DELAY THE WORK, OR ENDANGER LIFE AND HEALTH. VOIDS OUTSIDE THE SUPPORTS SHALL BE IMMEDIATELY FILLED AND COMPACTED

9. SHEETING, SHORING, AND BRACING USED FOR THE SUPPORT OF EXCAVATIONS SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED BY THE STATE OF FLORIDA. 10. ALL EXCAVATIONS SHALL BE MADE BY OPEN CUT UNLESS OTHERWISE INDICATED. SLOPE SIDES OF TRENCHES IN

ACCORDANCE WITH OSHA REQUIREMENTS AND THE RECOMMENDATIONS CONTAINED WITHIN THE PROJECT GEOTECHNICAL REPORT. 11. EXCAVATE TRENCHES TO DEPTH INDICATED OR REQUIRED FOR INDICATED FLOW LINES AND INVERT ELEVATIONS. OVER EXCAVATE TRENCHES A MINIMUM OF 2 FEET WHERE EXCAVATIONS OCCUR WITHIN UNSUITABLE SOILS, AND REPLACE OVER

EXCAVATED MATERIAL WITH SUITABLE SOILS. TWO FEET BELOW THE BOTTOM OF THE TRENCH OR STRUCTURE.

EXCAVATION IS WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, FOUNDATIONS, OR SLABS, PLACE BACKFILL IN

PAVING, SIDEWALKS, AND CURBING

LATEST EDITION.

2. ROADWAY PAVING, BASE, AND SUBGRADE THICKNESSES SHALL BE IN ACCORDANCE WITH DETAILS ON THESE DRAWINGS. 3 SIDEWALKS ARE TO BE CONSTRUCTED IN THE AREAS AS SHOWN ON THE CONSTRUCTION PLANS HANDICAPPED RAMPS SHALL BE PROVIDED AT ALL INTERSECTIONS AND SHALL BE IN ACCORDANCE WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, LATEST EDITION.

4. CURBING SHALL BE CONSTRUCTED WHERE NOTED ON THE CONSTRUCTION PLANS. ALL CURBS SHALL HAVE SAW CUT EDITION) SECTION 520 AND DETAILS PROVIDED ON THE CONSTRUCTION PLANS.

5. FIELD COMPACTION DENSITY, STABILITY, AND THICKNESS TESTING FREQUENCIES OF SUB-BASE, BASE, AND ASPHALT TO THE SITE (OR A MINIMUM OF ONCE PER DAY).

## STORM SEWER SYSTEMS

COVER OVER THE BELL OF THE PIPE WHERE APPLICABLE, SHALL BE 30 INCHES. UNDERDRAIN SOCK SHALL BE TYPE D-3 IN ACCORDANCE WITH FDOT INDEX NO. 199. 4. ALL PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC. FILTER FABRIC SHALL BE IN ACCORDANCE WITH FDOT INDEX RIGID PAVEMENT, OR UNPAVED AREAS WHERE BEDDING IS MANUFACTURED AGGREGATES CLASS 1A OR 1B AS DEFINED IN ASTM D2321: MINIMUM COVER SHALL BE 30 INCHES OR ONE PIPE DIAMETER, WHICHEVER IS GREATER.

THE DRAWINGS.

DIRECT SITE RUNOFF TO THE PONDS TO MINIMIZE RUNOFF TO OFFSITE AREAS.

BACKFILL AROUND AND UNDER STRUCTURES; C) ONE TEST FOR EACH 300 LINEAL FEET OR FRACTION THEREOF PER LIFT OF GENERAL BACKFILLING IN THE PIPELINE TRENCH; D) ONE TEST PER LIFT PER EACH CHANGE IN TYPE OF FILL; E) ONE TEST PER 5. IT IS INTENDED THAT PREVIOUSLY EXCAVATED MATERIALS CONFORMING TO THE FOLLOWING REQUIREMENTS BE UTILIZED

SIDEWALKS, ROADS, STREETS, AND PAVEMENTS SHALL NOT BE BLOCKED OR OBSTRUCTED BY EXCAVATED MATERIALS, EXCEPT AS AUTHORIZED BY THE ENGINEER. IN WHICH CASE ADEQUATE TEMPORARY PROVISIONS MUST BE MADE FOR SATISFACTORY TEMPORARY PASSAGE OF PEDESTRIANS, AND VEHICLES. MINIMIZE INCONVENIENCE TO PUBLIC TRAVEL OR TO

12. TRENCH BOTTOMS AND THE BOTTOMS OF ALL STRUCTURES SHALL BE KEPT DRY, COMPACTED, AND STABLE TO A DEPTH 13. ALL BEDDING, FILL, AND BACKFILL MATERIAL SHALL BE SUITABLE SOILS OR FLOWABLE FILL. WHERE TRENCH OR

LAYERS OF 8 INCH LOOSE DEPTH. IN ALL OTHER AREAS, PLACE FILL AND BACKFILL IN LAYERS OF 12 INCH LOOSE DEPTH. 14. MINIMUM DENSITY REQUIREMENT (ASTM D1557 OR AASHTO T180): BACKFILL AND FILL PLACED WITHIN POND AND ROAD EMBANKMENT = 95 PERCENT; BACKFILL AND FILL PLACED IN ALL OTHER AREAS = 90 PERCENT

1. ALL RIPRAP CONSTRUCTION SHALL MEET THE REQUIREMENTS OF SECTION 530 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

1. MATERIALS AND CONSTRUCTION METHODS FOR THE ROADWAY AND PAVING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION,

CONTRACTION JOINTS AND SHALL BE CONSTRUCTED AT INTERVALS NOT TO EXCEED 10'-0" ON CENTER. CONSTRUCTION OF CURBS SHALL BE IN CONFORMANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST

SHALL BE TESTED ONCE EVERY 300 LINEAR FEET OF PAVING PER 24-FT WIDE STRIP, STAGGERED LEFT, CENTER AND RIGHT OF CENTERLINE. WHERE LESS THAN 300 LINEAR FEET OF SUB-BASE, BASE, AND ASPHALT IS PLACED IN ONE DAY, PROVIDE MIN. OF ONE TEST FOR EACH PER DAY'S CONSTRUCTION AT A LOCATION DESIGNATED BY THE ENGINEER. ASPHALT EXTRACTION GRADATION SHALL BE TESTED FROM GRAB SAMPLES COLLECTED ONCE EVERY 1800 SQUARE YARDS OF ASPHALT DELIVERED

1. REINFORCED CONCRETE PIPE (RCP) JOINTS SHALL COMPLY WITH ASTM C443 AND FDOT SPECIFICATION SECTION 430, AND RUBBER GASKETS SHALL COMPLY WITH FDOT SPECIFICATION SECTION 942. MINIMUM COVER OVER THE PIPE, INCLUDING

2. RCP PIPE SHALL NOT BE SHIPPED FROM MANUFACTURER UNTIL THE COMPRESSIVE STRENGTH OF THE PIPE HAS REACHED 4000 PSI AND A MINIMUM OF 5 DAYS HAVE PASSED SINCE THE MANUFACTURING OR REPAIR OF THE PIPE HAS BEEN COMPLETED. 3. UNDERDRAIN PIPE SHALL BE PERFORATED POLYVINYL CHLORIDE PIPE IN ACCORDANCE WITH ASTM F758. FILTER FABRIC

NO. 199, TYPE D-3, A.O.S. 70-100. INSTALL IN ACCORDANCE WITH FDOT INDEX NO. 280. PROVIDE MINIMUM 12" OVERLAP. 5. INSTALL POLYETHYLENE PIPE IN ACCORDANCE WITH ASTM D2321. BACKFILL AND COMPACT EVENLY ON EACH SIDE TO PREVENT DISPLACEMENT. MINIMUM COVER OVER POLYETHYLENE PIPE SHALL BE AS FOLLOWS: A) PIPE UNDER FLEXIBLE PAVEMENT, RIGID PAVEMENT, OR UNPAVED AREAS WHERE BEDDING IS SUITABLE SOILS AS DEFINED IN THE GENERAL NOTES: MINIMUM COVER SHALL BE 36 INCHES OR ONE PIPE DIAMETER, WHICHEVER IS GREATER; B) PIPE UNDER FLEXIBLE PAVEMENT,

6. INSTALL UNDERDRAINS IN ACCORDANCE WITH FDOT SPECIFICATION SECTION 440. INSTALL CLEANOUTS AS SHOWN ON 7. PRIOR TO INSPECTIONS AND TESTING, CLEAN ALL INSTALLED LINES AND STRUCTURES.

PAY ITEMS DESCRIPTION

FILL MATERIAL GEOTEXTILE RIPRAP 6"-8"

### SOD COMMON

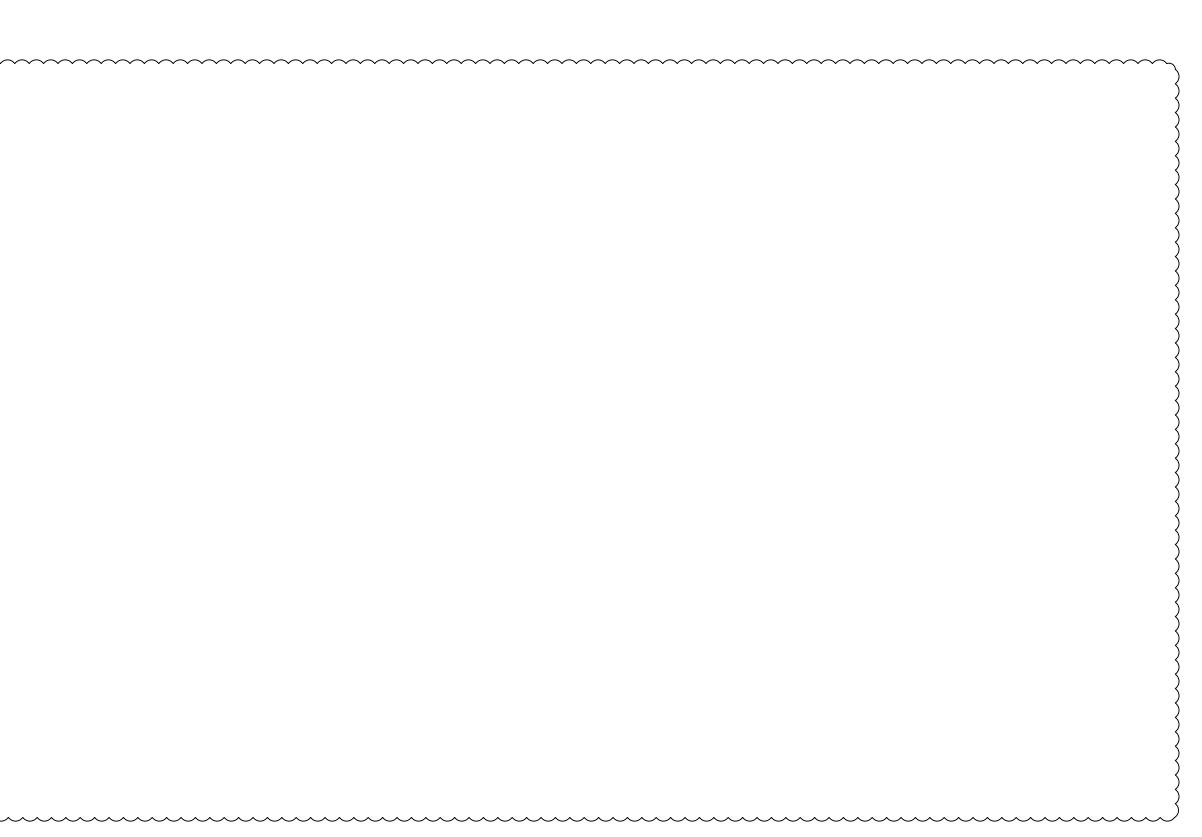
RIPRAP 6"-8"	SHALL MEET THE REQUIREMENTS OF SECTION 530 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
SOD COMMON	SEA DWARF PASPALUM GRASS (GOLF AREAS), ST. AUGUSTINE GRASS (RESIDENTIAL AND AREAS).
BIO-DEGRADABLE EROSION BLANKET	EXCELSIOR, 8 FT x 112.5 FT, 65.6 LB OR APPROVED EQUAL.
LITTORAL PLANTING 1 GAL	SAND CORDGRASS, SALTMEADOW CORDGRASS, MUHLY GRASS.
LITTORAL PLANTING 2" LINERS	SPIKE RUSH, CANNA LILY, PICKEREL WEED, ARROWHEAD, SOFT RUSH.
IRRIGATION LINES	MATCH EXISTING MATERIAL.
IRRIGATION HEADS	MATCH EXISTING MATERIAL OR APPROVED EQUAL.
YARD DRAINS	14" NYLOPLAST OR APPROVED EQUAL.
DRAINAGE PIPE 4" - 10"	ADS DOUBLE WALL PIPE.
CONCRETE (SIDEWALK, PATH, CURB)	SHALL MEET THE REQUIREMENTS OF SECTIONS 347, 520 AND 522 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
AS-BUILT	SHALL CONSIST OF SECTIONS EVERY 100' AND AT LEAST ONE SECTION IN SHORELINE AREAS LESS THAN 100' IN LENGTH.THE CROSS SECTION SHALL PROVIDE GROUND ELEVATION INFO AT CONTROL ELEVATION, LITTORAL PLANTING LIMITS (BEGINNING AND END), TOP AND BOTTOM OF RIPRAP AND EDGE OF WATER.

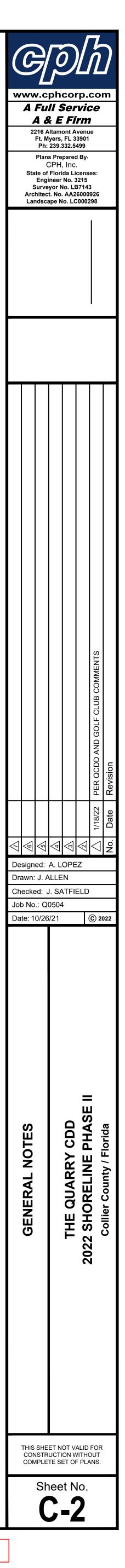
MIRAFI N-SERIES NON-WOVEN OR APPROVED EQUAL.

REQUIRED OF 95%.

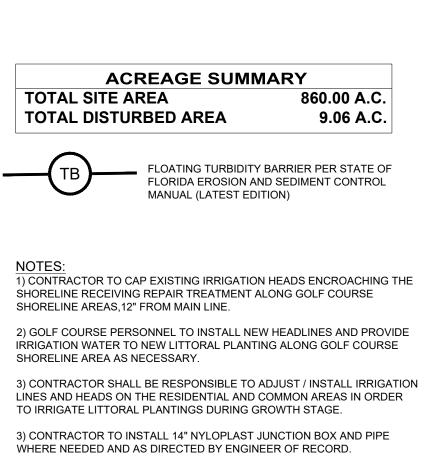
SHALL BE SUITABLE CLEAN SOILS OR FLOWABLE FILL. MINIMUM OF 95% DENSITY

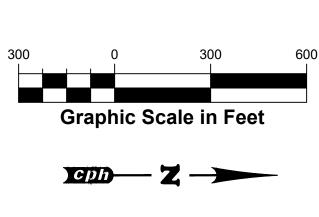
GOLF CLUB ROCK RETAINING WALL CUT LIMESTONE CAP ROCK BOULDERS



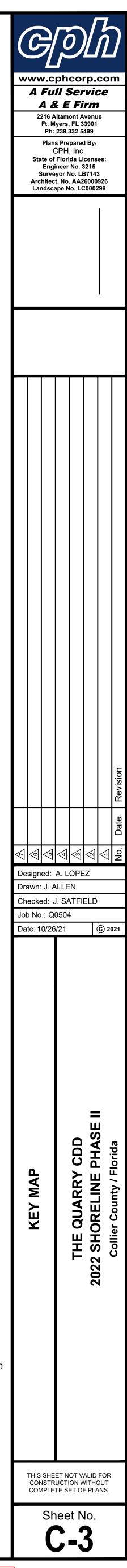






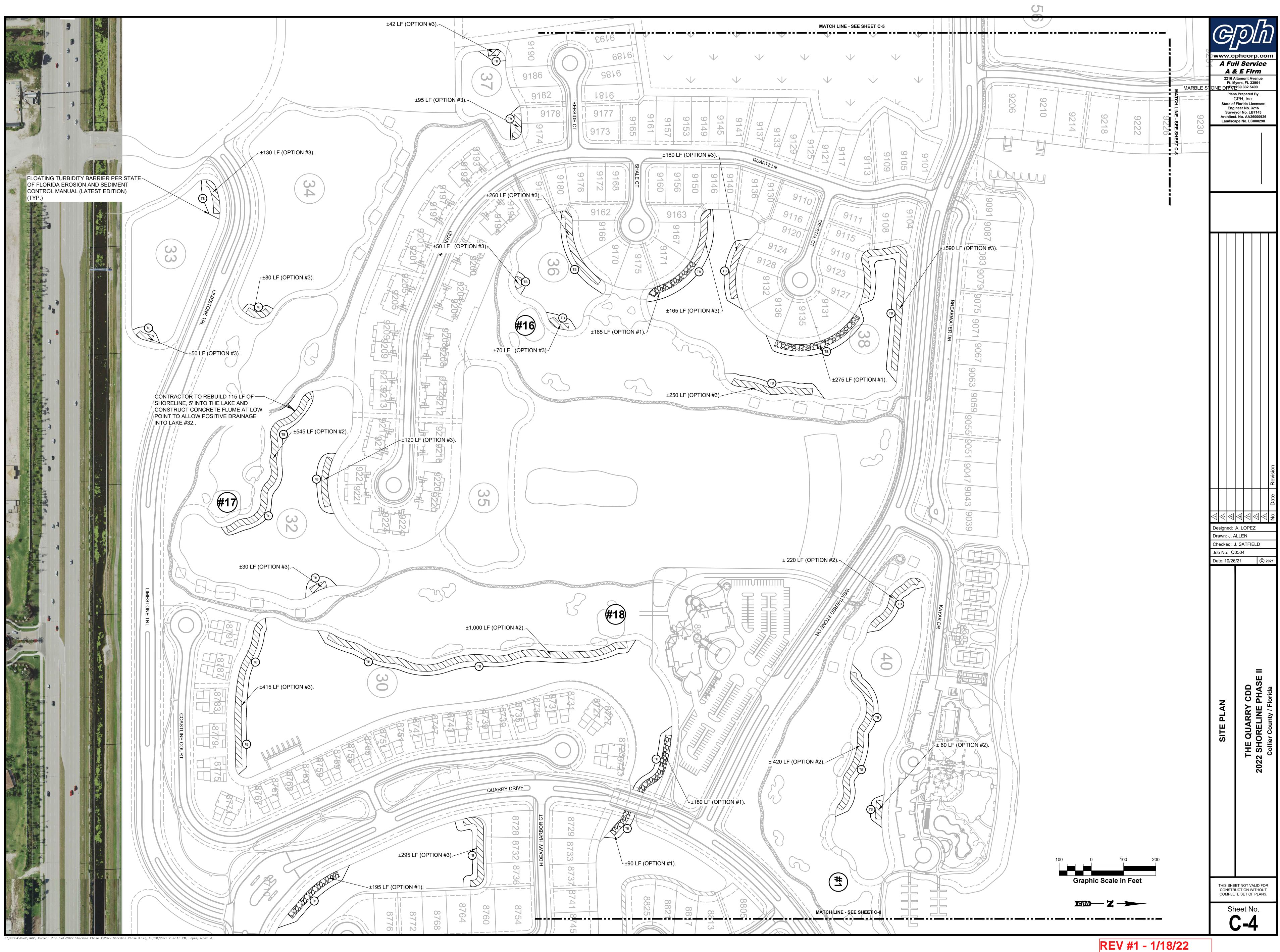


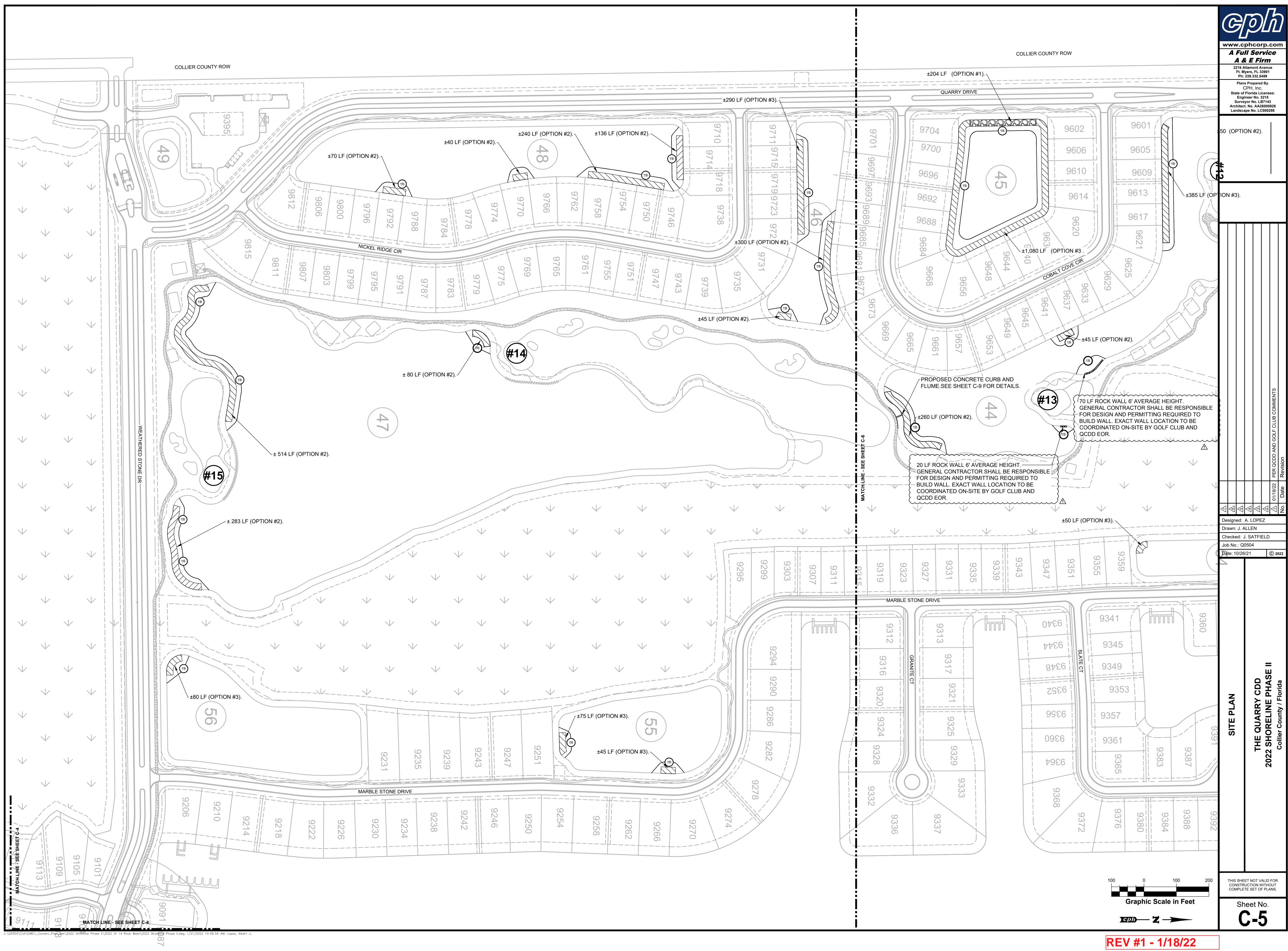


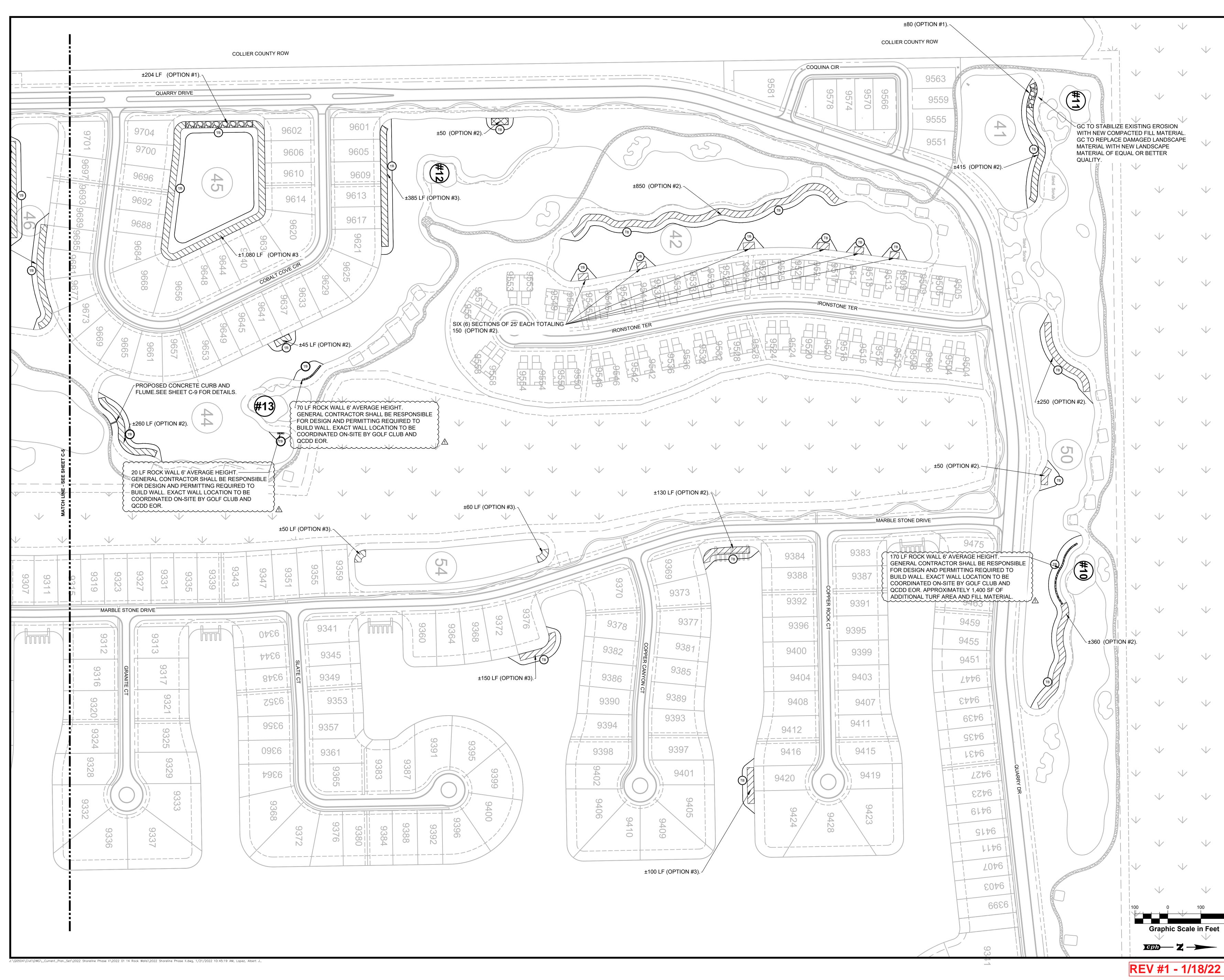


860.00 A.C. 9.06 A.C.

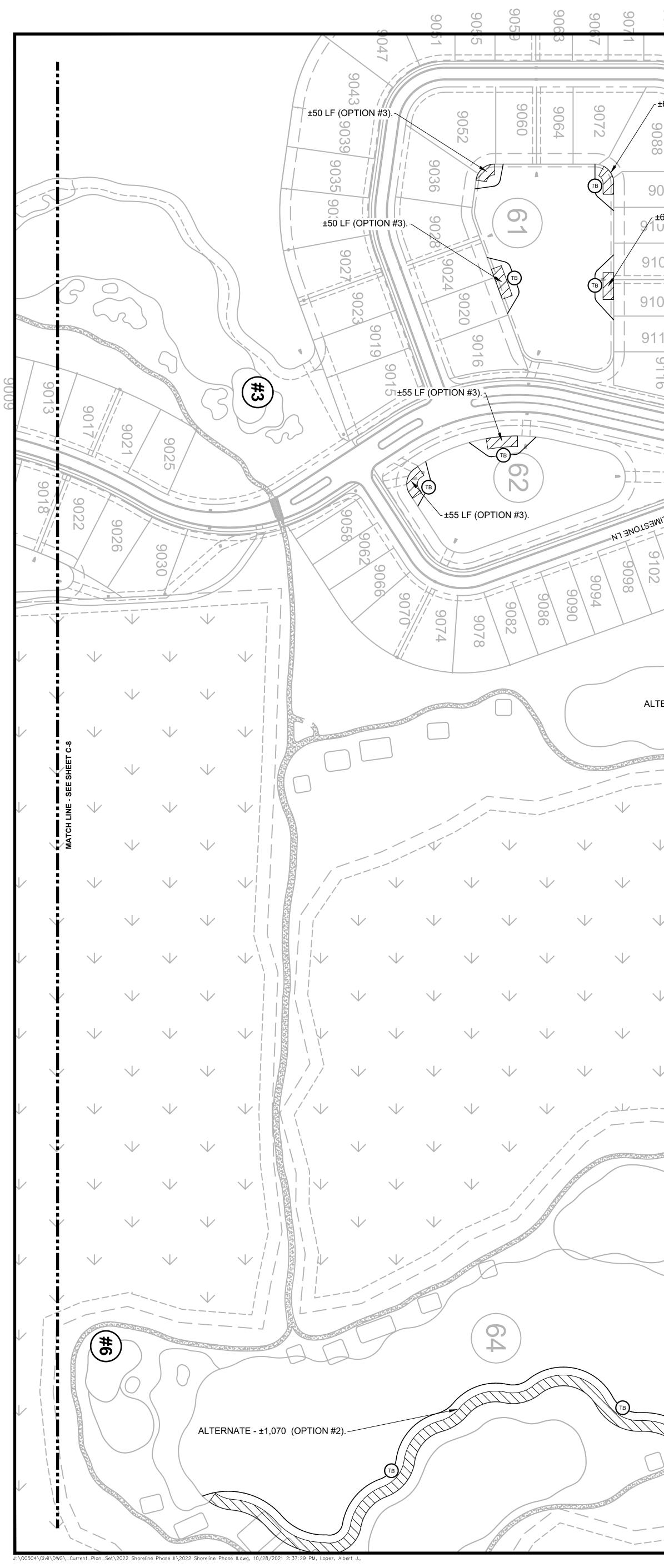
4) CONTRACTOR SHALL FOLLOW AND APPLY FDEP LATEST BMP'S.



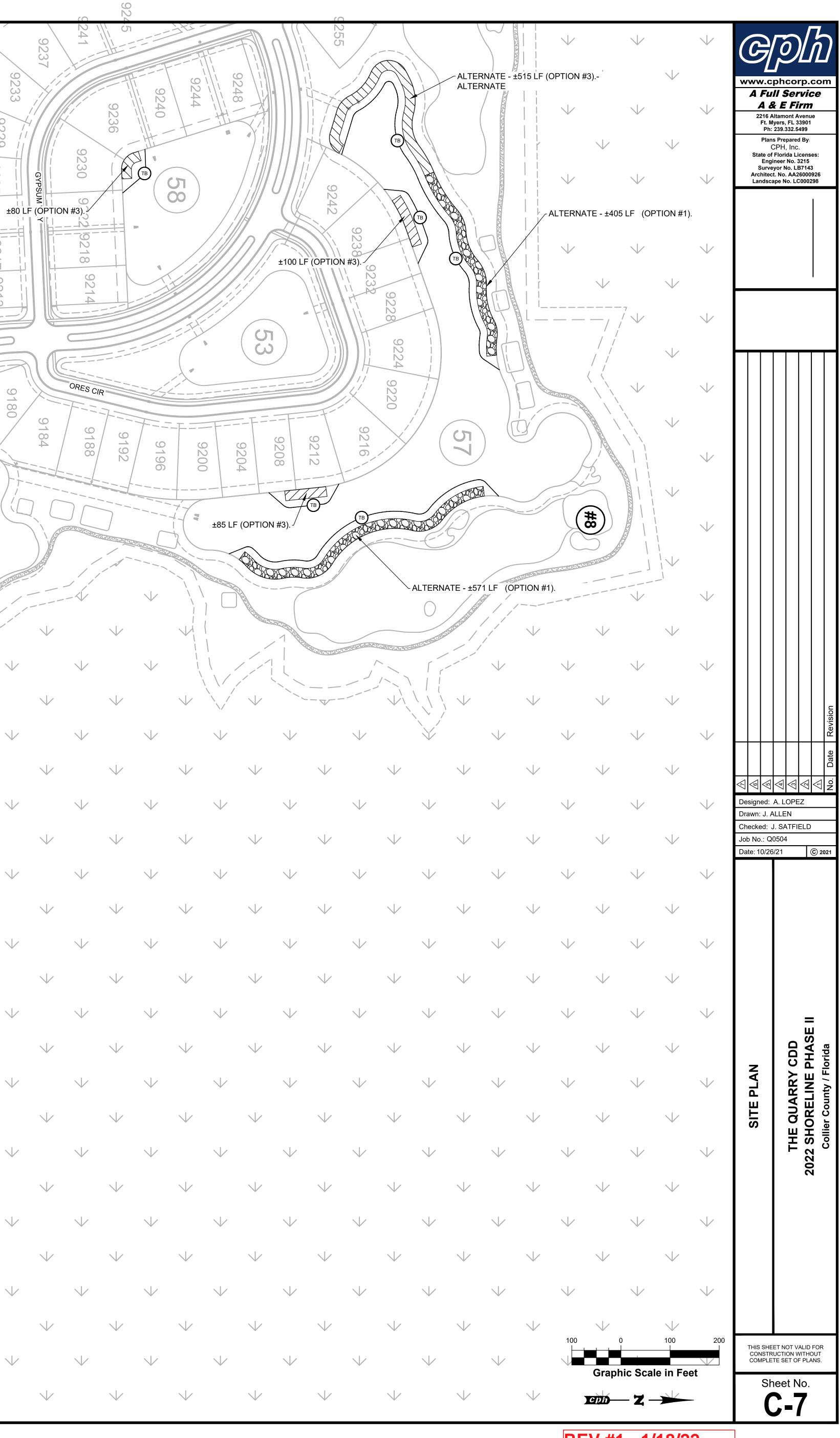




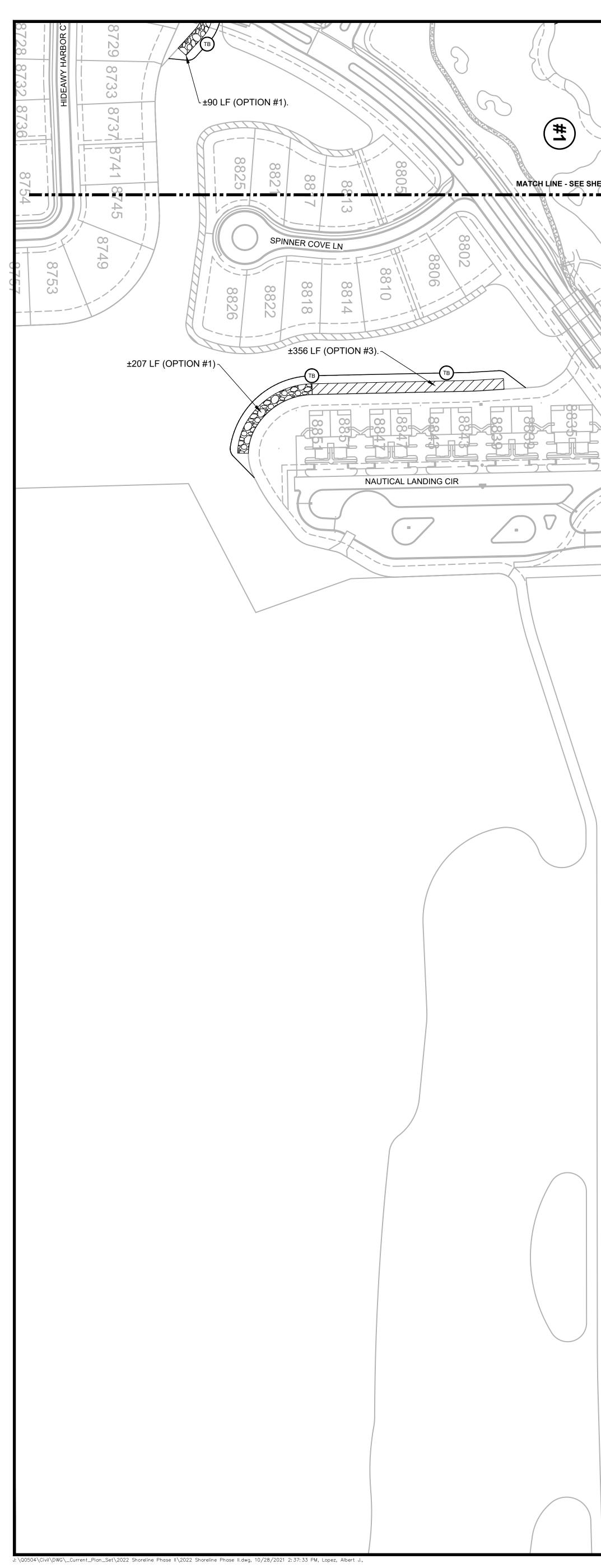
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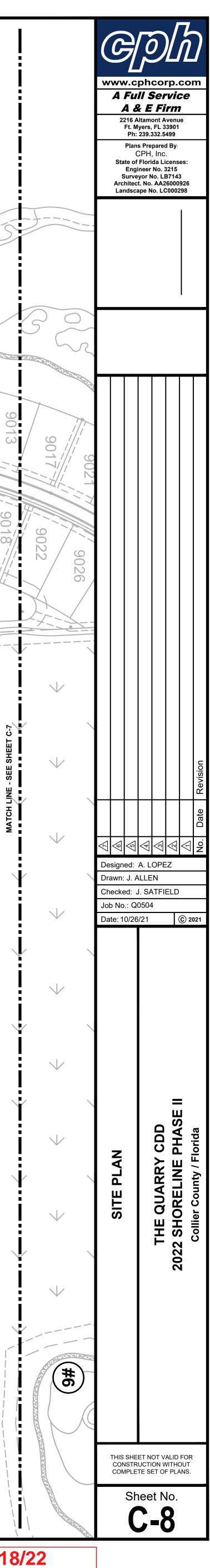
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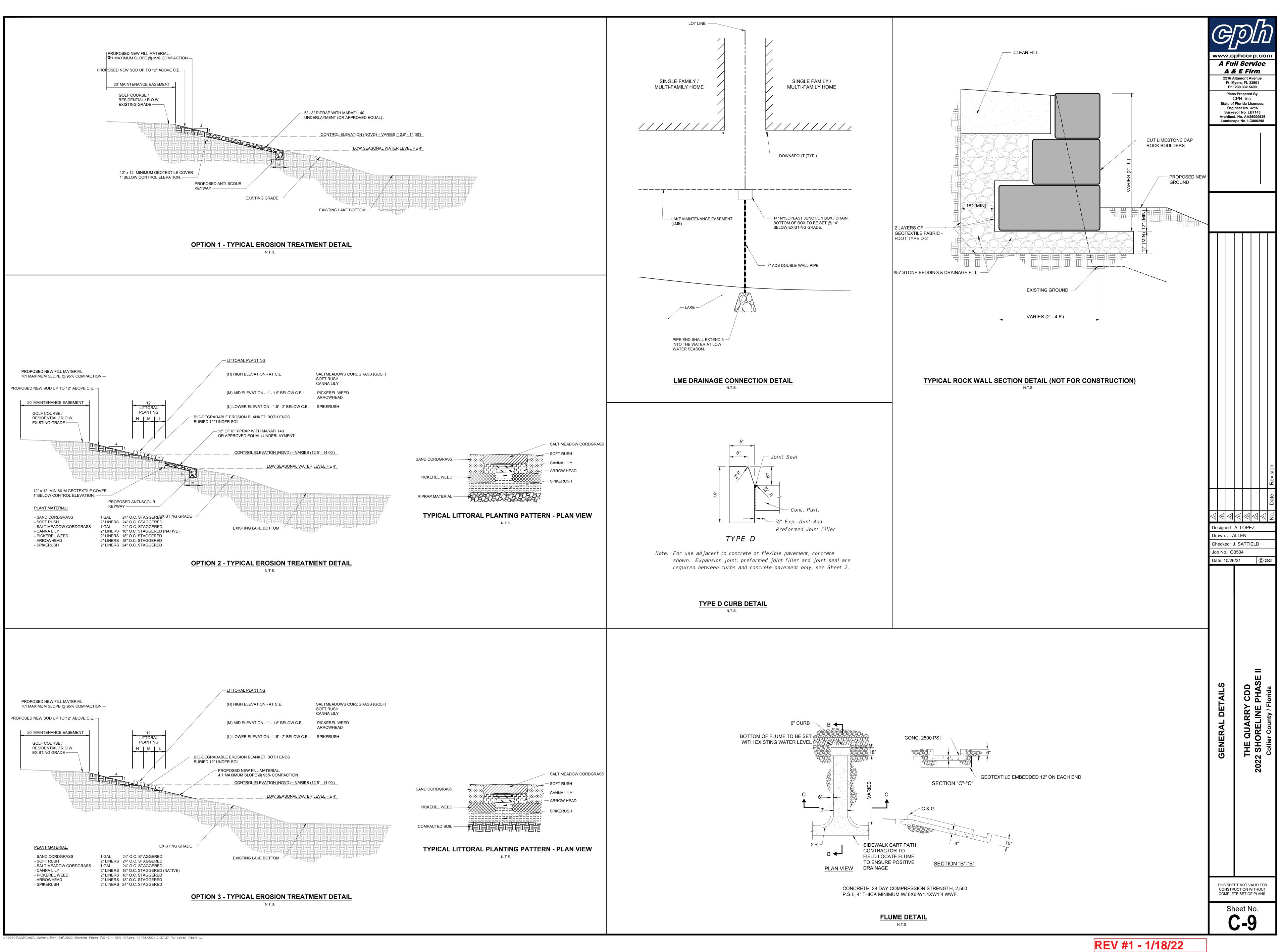


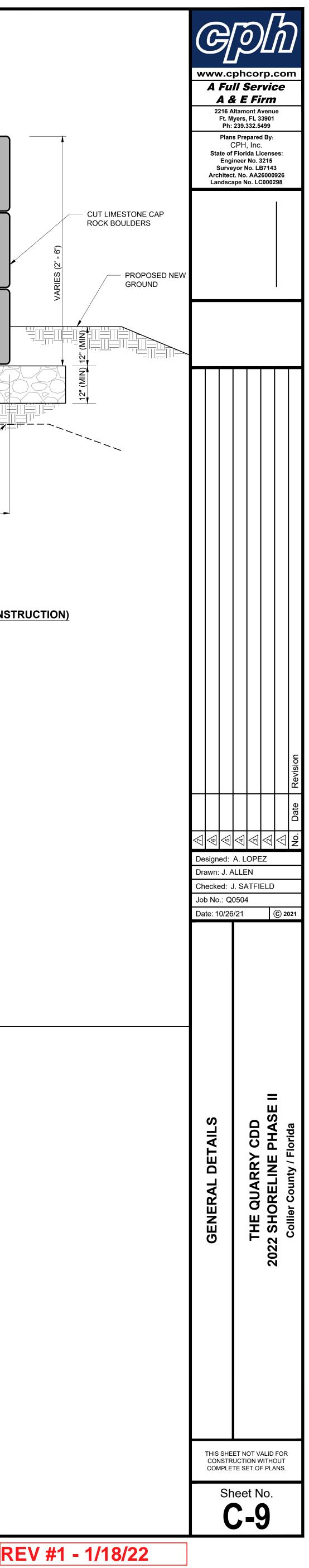
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Lake #45 - 100% Riprap										
	Units	Quantities	Cost p	er Unit	٦	Total Cost				
Fill Material	CY	1,430	\$	45.00	\$	64,350.00				
Rip-rap	TON	1,100	\$	70.00	\$	77,000.00	9704 9700 ±1,824 LF (OPTION #1). 9606			
Geotextile Blanket	SY	2,450	\$	5.40	\$	13,230.00				
Bio-degradable Blanket	SY		\$	3.60	\$	-	9696 9692 9692 9614			
1 Gal Littoral	EA		\$	4.00	\$	-	9688			
2" Liner Littoral	EA		\$	2.50	\$	-				
			TOTAL		Ş	154,580.00	9668 966 96			
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11					al Design				
Units	Quantities	Cost per Unit		Total Cost		 >			
CY	1,430	\$	45.00	\$	64,350.00	Ĩ			
TON	205	\$	70.00	\$	14,350.00		9704 9700	±204 LF (OPTION #1).	9602 9606
SY	408	\$	5.40	\$	2,203.20		9696		   9610
SY	1,800	\$	3.60	\$	6,480.00		======= 9692	±1,080 LF (OPTION #3.	9614
EA	1,440	\$	4.00	\$	5,760.00	<sup>i</sup> 	9688   س	Sector Se	9620
EA	3,840	\$	2.50	\$	9,600.00			/¥/8//~	
		TOTAL		\$ 3	102,743.20		966		No Comment
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## **9B**

Agenda Page #172



Name

The Quarry CDD

Coral Springs Fl. 33071

C/O Inframark 210 N. University Dr.

Ste 700

### M.R.I. Inspection LLC 5570 Zip Dr. Fort Myers Fl. 33905 239-984-5241 Office 239-707-5034 Mike 239-236-1234 Fax

CGC 1507963

## Proposal

Project

Repair structures The Quarry



Description	Total
Structure # 115 We recommend using a Sleeve /Band to repair 1.5 " crack, we will plug and dewater the pipe and clean to install band	3,600.00
Structure# 213 We found the crack in the box not in the pipe recommend hydro sealing	1,250.00
Structure # 17. We recommend using a Sleeve /Band to repair crack, we will plug and dewater the pipe and clean to install band	3,600.00
Structure # 29 We recommend using a Sleeve /Band to repair crack, we will plug and dewater the pipe and clean to install band.	3,600.00
This price includes labor and material and equipment needed to complete this job.	
Please know that we cannot hold pricing according to our permal terms, as our venders	

Please know that we cannot hold pricing according to our normal terms, as our vendors are not holding pricing to us. All quotes will need to be reviewed at the time of contract.

Total \$12050.00

M.R.I. Underwater Specialist utilizes the federal E-Verify program in contracts with public employers

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All contractors are fully covered under general liability insurance. We will not be responsible for any unforseen incidents, when we dewater any wet well system. Due to sink holes crevases or breeches etc. in and around wet well. This proposal does not include replacing any landscaping(Grass, trees, shrubs.etc.) all Jobsites will be left clean,

Authorized Signature *Michael Radferd* Michael Radford President

Arreptaurr of Proposal The Above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. If not we will agree to pay a 10% late fee. This proposal may be withdrawn if not accepted within thirty (30) days.

Signature\_

Date of acceptance\_\_\_\_\_

## **Tenth Order of Business**

Agenda Page #174

# **10Ai**

## THE QUARRY COMMUNITY DEVELOPMENT DISTRICT CHAIRMAN'S ACTIVITY REPORT SINCE LAST MEETING FOR FEBRUARY 23, 2022 MEETING

- 1. FEMA and now FDEM Update:
  - a. Ongoing email communications with FEMA and Tony Ettore, Esq. our specialized attorney, final approvals expected from FDEM within next months.
- 2. Review with staff and Quarry Golf Club the Lake Transfer Agreement and Lake Maintenance and Access Easement Agreement documents, conduct conference call with Golf Club
- 3. Meet with homeowners on Cobalt Cove Circle on February 3<sup>rd</sup> with Albert Lopez, Jerry Williams and Chip Harrington. Walked Shale and Crystal Courts re repair type and construction access.
- 4. Work with Albert, Wes, Justin, QCA representatives and Quarry Golf Club on 2022 Shoreline projects.
- 5. Review and process invoices through AVID
- 6. Discussions with JFaircloth of Inframark re minutes and agenda items.
- 7. Review Glase documents for Phase I and II contracts
- 8. Prepare for Pre Construction meeting scheduled for 02.23.22

Stanley T. Omland, PE, PP, CME, LEED AP

02.14.22