

**QUARRY
COMMUNITY DEVELOPMENT DISTRICT**

MARCH 11, 2024

AGENDA PACKAGE



210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071

Quarry Community Development District

Board of Supervisors

Seat 1, Vacant
Dean Britt, Vice Chairperson
William Patrick, Assistant Secretary
Mel Stuckey, Assistant Secretary
Rick Fingeret, Assistant Secretary

District Staff

Justin Faircloth, District Manager
Wes Haber, District Counsel
Albert Lopez, District Engineer

Meeting Agenda
Monday March 11, 2024 at 1:00 p.m.
Quarry Beach Club
8975 Kayak Drive, Naples, Florida 34120

Call in meeting number: 1-646-838-1601, Meeting ID: 951-092-195#

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comments on Agenda Items**
- 5. Organizational Matters**
 - A. Appointment of Supervisor to Fill an Unexpired Term of Office (Seat 1, Expiring 11/2024)
 - i. Thel Thomas Whitley, Jr. Resume Consideration
 - B. Oath of Office for Newly Appointed Supervisor
 - C. Designation of Officers Resolution 2024-01
- 6. District Manager's Report**
 - A. Approval of the February 12, 2024 Minutes
 - B. Acceptance of the Financial Report, and Approval of the Check Register and Invoices as of January 2024
 - C. Follow-up Items
 - i. Preserve Signage Proposals
- 7. Engineer's Report**
 - A. Glase Golf Update
 - i. Phase I Project & Phase II Project Closures
 - B. Future Lake Bank Repairs CPH Design Proposal Updated
 - C. Joint Variance Application – 9381, 9385, & 9389 Copper Canyon Court - Update
 - D. 9059 Graphite Circle Variance Application
 - E. 9405 Copper Canyon Court Pool & Lanai Application Review
 - F. 9397 Copper Canyon Court Resident Drainage Concern Received
 - G. US Bank Completion Certificate Inquiry & Response
- 8. Old Business**

- 9. New Business**
- 10. Attorney's Report**
 - A. Revisions to Stormwater Rules Resolution & QCA Agreement Discussion
- 11. Supervisor Requests**
- 12. Chairperson's Comments**
- 13. Audience Comments**
- 14. Adjournment**

Next meeting: Monday April 8, 2024 at 1:00 p.m.

District Office
Inframark, Community Management Services
210 North University Drive, Suite 702
Coral Springs, Florida 33071
(954) 603-0033

Meeting Location
Quarry Beach Club
8975 Kayak Drive
Naples, Florida 34120

Fifth Order of Business

5Ai.

Thel Thomas Whitley, Jr.

9331 Fieldstone Ln
Naples, FL 34120
Email: ttw@myelink.net

Telephone 772.528.5550

February 14, 2024

Quarry Community Development District
Attn: Mr. Justin Faircloth, District Manager

Sent Via: Email – Justin.Faircloth@inframark.com

RE: Interest in open Board Supervisor position and Summary Resume’.

Dear Mr. Faircloth,

My interest in the appointment to the open Board Supervisor position is simple: To utilize our resources in the most efficient manner to maintain our ponds, lakes, wetlands and uplands.

I am fully retired and a fulltime resident of the Quarry for 10 years. My wife (Yvette) and I along with our two miniature Schnauzer dogs enjoy the relaxed atmosphere and all the amenities the Quarry has to offer.

My work history consists of a twenty-six year career with the St. Lucie County Fire Rescue District; entering the career at 19 years old as Firefighter/Paramedic and progressing through the ranks to the position of Deputy Chief of Administration. The St. Lucie County Fire Rescue District is a large, all hazard, fire suppression and EMS agency serving all of St. Lucie County Florida, including the cities of Ft. Pierce and Port St. Lucie with a budget of over \$100 mil and over 500 personnel handling 60,000 plus calls per year. In my position of Deputy Chief of Administration I was tasked with the leadership and supervision of our Finance, Public Information, Human Resources, Information Technology and Buildings and Grounds divisions. In addition to those roles I was our agency’s representative to the State of Florida Emergency Management system; in this capacity providing overhead incident command at the local, regional and state levels during disasters both natural and manmade. During my career and afterwards I was also involved with real estate investments by owning and managing numerous residential and commercial properties.

Along the way, during my career I earned a Master’s Degree in Public Administration, a Bachelors Degree in Organizational Management and two technical degrees in Fire Science and Emergency Medicine.

Currently, I am involved in our Quarry community on the Access/Safety Committee. Outside the community I volunteer as a Trustee on the North Collier Fire District Firefighters Pension Plan which I Chair and as a Trustee on the St. Lucie County Fire Rescue District Health and Wellness Insurance Trust.

Sincerely,

Thel T. Whitley

Thel “Tom” Whitley

5C

RESOLUTION 2024-01

**A RESOLUTION OF QUARRY COMMUNITY
DEVELOPMENT DISTRICT APPOINTING OFFICERS OF
THE BOARD OF SUPERVISORS**

WHEREAS, the Board of Supervisors of Quarry Community Development District at a regular business meeting, held on March 11, 2024, following the resignation of Supervisor Cantwell, desires to appoint the below recited persons to the offices specified.

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

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

_____	Chairperson
_____	Vice Chairperson
<u>Justin Faircloth</u>	Secretary
<u>Stephen Bloom</u>	Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS, 11th DAY OF MARCH, 2024

Chairperson

Justin Faircloth
Secretary

Sixth Order of Business

6A

**MINUTES OF MEETING
QUARRY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Quarry Community Development District was held Monday, February 12, 2024 at 1:00 p.m. at the Quarry Beach Club, located at 8975 Kayak Drive, Naples, Florida 34120.

Present and constituting a quorum were:

Dean Britt	Vice Chairperson
William Patrick	Assistant Secretary
Mel Stuckey	Assistant Secretary
Rick Fingeret	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Wes Haber	District Counsel
Albert Lopez	District Engineer
Jacob Whitlock	Assistant District Manager
Scott Garvin	QCA
Mark Puthoff	QCA
Will Elliott	Collier Environmental
Jeremy Hardin	Collier Environmental
James Glase	Glase Golf
Various Residents	

Following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Faircloth called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Approval of Agenda

- Mr. Faircloth noted that the January 8, 2024 Minutes should reflect that Mr. Cantwell was present in person, and not via phone.

There being no further amendments,

On MOTION by Mr. Patrick, seconded by Mr. Fingeret, with all in favor, the Agenda was approved as per the amendment made to the January 8, 2024 Minutes. (4-0)

FOURTH ORDER OF BUSINESS

Public Comments on Agenda Items

Hearing no comments from the public, the next order of business followed.

FIFTH ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Timothy Cantwell Resignation and Declaration of Seat 1 Vacant

On MOTION by Mr. Britt, seconded by Mr. Stuckey, with all in favor, the resignation of Mr. Timothy Cantwell was accepted, and Seat 1 was declared vacant (4-0)

B. Appointment of Supervisor to Fill an Unexpired Term of Office (Seat 1, Expiring 11/2024)

C. Oath of Office for Newly Appointed Supervisor

D. Designation of Officers, Resolution 2024-01

These items were tabled to the next meeting.

SIXTH ORDER OF BUSINESS

District Manager's Report

A. Approval of the January 8, 2024 Minutes

Mr. Faircloth presented the Minutes of the January 8, 2024 Meeting, and requested any further additions, corrections or deletions.

There being none,

On MOTION by Mr. Patrick, seconded by Mr. Fingeret, with all in favor, the Minutes of the January 8, 2024 Meeting were approved, as amended earlier in the meeting. (4-0)

B. Acceptance of the Financial Report, and Approval of the Check Register as of December 2023

- Mr. Faircloth noted staff made changes requested by Mr. Fingeret to the Financial Report. Mr. Fingeret noted the responses received from staff and changes to the report were acceptable.

There being no further discussion,

On MOTION by Mr. Fingeret, seconded by Mr. Britt, with all in favor, the Financial Report as of December 2023 was accepted, and the Check Register as of December 2023 was approved, as presented. (4-0)

C. Follow-up Items**i. Preserve Signage Discussion**

- The Board requested staff obtain pricing for preserve signage, 20 existing signs and 20 new signs with the additional language following in one-inch letters, *“This property has been designated as CONSERVATION by the South Florida Water Management District and the Army Corps. Of Engineers. NO Hiking, Hunting, Fishing, Shooting, Motor Vehicles, Dumping, or Loitering by Order of Quarry CDD.”*

ii. March Meeting Discussion

- Mr. Faircloth noted he would be on vacation for the March meeting, and inquired whether the Board wanted to reschedule the meeting, or if they would like to keep it as scheduled and have Mr. Whitlock manage the meeting. The Board concurred to have Mr. Whitlock manage the March meeting as scheduled.

iii. Remote Meeting Discussion

- Mr. Faircloth noted at the last meeting the possibility of adding remote meeting options for others to attend the meeting remotely, as mentioned by a resident. Upon further discussion, the Board tabled this item indefinitely.

SEVENTH ORDER OF BUSINESS**Engineer’s Report**

Mr. Lopez reviewed his report with the Board.

A. Glase Golf Update**i. Phase I Project & Phase II Project Closures**

- Mr. Faircloth and Mr. Lopez noted their findings on the documents submitted by Glase Golf. Mr. Faircloth noted that various MJS Golf Services invoices were

shorted during the project due to contract and Board limitations, and inquired about the outstanding balances MJS Golf Services reported on their February 1, 2024 statement as \$18,123.41.

- Mr. Glase noted there would be no further trucking/fill/fuel surcharges forthcoming from Glase Golf, and that they would work out any differences with MJS Golf Services directly.

On MOTION by Mr. Fingeret, seconded by Mr. Britt, with all in favor, Phase I Change Order 3 and Phase II Change Orders 5 & 6 were approved. (4-0)

1. Floating Pipes Discussion

- Mr. Lopez addressed floating pipes in the lake and noted that warranty work will be addressed with the vendor.

2. Glase Golf 2/1/24 Email

- Phase I Change Order 3
- Phase II Change Order 5 (REV)
- Phase II Change Order 6
- MJS Invoices for Change Order

- These items were discussed earlier in the meeting.

B. Future Lake Bank Repairs CPH Design Proposal

- The Board reviewed the proposal from CPH, and Mr. Lopez answered questions.
- The Board requested Mr. Lopez revise the proposal and present again at the next meeting.

C. Joint Variance Application – 9381, 9385 & 9389 Copper Canyon Court

- Discussion ensued on the Joint Variance Application. The Board noted that the District needed to be provided with additional information to review in order to make a decision on the request.

i. Joint Application Fee Structure Discussion

- The Board concurred to allow residents to apply for the variance, divide the \$500 review fee, and not charge the review fee per lot being reviewed.

EIGHTH ORDER OF BUSINESS

Old Business

A. Preserve Maintenance Discussion

- Mr. Will Elliott and Mr. Jeremy Hardin discussed recent work completed by CES in the preserves and lakes. Plantings in Lake 53 were discussed.

NINTH ORDER OF BUSINESS

New Business

There being no new business, the next order of business followed.

TENTH ORDER OF BUSINESS

Attorney's Report

The record shall reflect Mr. Fingeret exited the meeting.

A. Ethics Training Discussion

- Mr. Haber noted the need for the ethics training requirement for the Board by December 31st going forward each year.

B. Form 1 Electronic Filing Update

- Mr. Haber noted that Form 1 has to be filed electronically going forward.

C. Revisions to Stormwater Rules & QCA Agreement Discussion

- Mr. Haber noted he would have a Resolution for the Board to consider at the next meeting.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests

TWELFTH ORDER OF BUSINESS

Chairman's Comments

Hearing no requests or comments, the next order of business followed.

THIRTEENTH ORDER OF BUSINESS

Audience Comments

- Mr. Garvin introduced the new Community Association Manager for the community, Mr. Mark Puthoff.

FOURTEENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Stuckey, seconded by Mr. Patrick, with all in favor, the meeting was adjourned at 2:58 p.m. (3-0)
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Dean Britt
Vice Chairperson

6B.

Quarry
Community Development District

Financial Report

October 1, 2023 - January 31, 2024



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Quarry
Community Development District

Financial Statements

(Unaudited)

October 1, 2023 - January 31, 2024

Balance Sheet
January 31, 2024

ACCOUNT DESCRIPTION	GENERAL FUND	204 - SERIES 2020 DEBT SERVICE FUND	304 - SERIES 2020 CAPITAL PROJECTS FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 1,511,531	\$ -	\$ -	\$ 1,511,531
Accounts Receivable	28,730	-	-	28,730
Allow -Doubtful Accounts	(8)	(27)	-	(35)
Assessments Receivable	8	27	-	35
Due From Other Funds	-	714,952	-	714,952
Investments:				
Money Market Account	946,108	-	-	946,108
Other Investments:				
Construction Fund	-	-	2,099,803	2,099,803
Revenue Fund	-	1,017,128	-	1,017,128
TOTAL ASSETS	\$ 2,486,369	\$ 1,732,080	\$ 2,099,803	\$ 6,318,252
<u>LIABILITIES</u>				
Accounts Payable	\$ 19,972	\$ -	\$ -	\$ 19,972
Accrued Expenses	99,774	-	-	99,774
Contracts Payable	-	-	728,037	728,037
Due To Other Funds	714,952	-	-	714,952
TOTAL LIABILITIES	834,698	-	728,037	1,562,735
<u>FUND BALANCES</u>				
Restricted for:				
Debt Service	-	1,732,080	-	1,732,080
Capital Projects	-	-	1,371,766	1,371,766
Assigned to:				
Operating Reserves	173,858	-	-	173,858
Reserves - Other	150,000	-	-	150,000
Unassigned:	1,327,813	-	-	1,327,813
TOTAL FUND BALANCES	\$ 1,651,671	\$ 1,732,080	\$ 1,371,766	\$ 4,755,517
TOTAL LIABILITIES & FUND BALANCES	\$ 2,486,369	\$ 1,732,080	\$ 2,099,803	\$ 6,318,252

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-24 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 4,000	\$ 36,341	908.53%	\$ 13,314
Golf Course Revenue	114,945	57,459	49.99%	28,730
Interest - Tax Collector	-	1,900	0.00%	1,900
Special Assmnts- Tax Collector	814,044	751,516	92.32%	24,973
Special Assmnts- Discounts	(32,562)	(29,617)	90.96%	(749)
Other Miscellaneous Revenues	-	44,000	0.00%	500
TOTAL REVENUES	900,427	861,599	95.69%	68,668
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	12,000	3,400	28.33%	800
FICA Taxes	918	260	28.32%	61
ProfServ-Arbitrage Rebate	600	1,800	300.00%	-
ProfServ-Engineering	45,000	-	0.00%	-
ProfServ-Legal Services	21,000	2,515	11.98%	1,891
ProfServ-Legal Litigation	25,000	1,188	4.75%	-
ProfServ-Mgmt Consulting	62,285	20,762	33.33%	5,190
ProfServ-Property Appraiser	34,294	8,851	25.81%	-
ProfServ-Trustee Fees	4,041	-	0.00%	-
Auditing Services	5,500	-	0.00%	-
Website Compliance	1,553	776	49.97%	388
Postage and Freight	600	266	44.33%	5
Insurance - General Liability	6,246	6,949	111.26%	-
Printing and Binding	500	-	0.00%	-
Legal Advertising	4,000	-	0.00%	-
Miscellaneous Services	2,000	-	0.00%	-
Misc-Bank Charges	498	-	0.00%	-
Misc-Special Projects	21,547	-	0.00%	-
Misc-Assessment Collection Cost	16,281	14,438	88.68%	484
Misc-Contingency	1,000	2,426	242.60%	153
Office Supplies	250	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	265,288	63,806	24.05%	8,972

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-24 ACTUAL
<u>Field</u>				
ProfServ-Field Management	5,305	1,768	33.33%	442
Contracts-Preserve Maintenance	103,830	25,958	25.00%	-
Contracts - Lake Maintenance	65,004	21,668	33.33%	5,417
R&M-General	70,000	50	0.07%	-
R&M-Fence	2,500	-	0.00%	-
R&M-Lake	154,930	-	0.00%	-
R&M-Weed Harvesting	75,000	18,225	24.30%	4,745
Miscellaneous Maintenance	3,670	-	0.00%	-
Water Quality Testing	29,900	-	0.00%	-
Capital Projects	75,000	-	0.00%	-
Total Field	585,139	67,669	11.56%	10,604
<u>Reserves</u>				
Reserve - Other	50,000	-	0.00%	-
Total Reserves	50,000	-	0.00%	-
TOTAL EXPENDITURES & RESERVES	900,427	131,475	14.60%	19,576
Excess (deficiency) of revenues				
Over (under) expenditures	-	730,124	0.00%	49,092
Net change in fund balance	\$ -	\$ 730,124	0.00%	\$ 49,092
FUND BALANCE, BEGINNING (OCT 1, 2023)	921,547	921,547		
FUND BALANCE, ENDING	\$ 921,547	\$ 1,651,671		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-24 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 8,856	0.00%	\$ 1,950
Special Assmnts- Tax Collector	1,472,226	1,359,139	92.32%	45,164
Special Assmnts- Discounts	(58,889)	(53,564)	90.96%	(1,355)
TOTAL REVENUES	1,413,337	1,314,431	93.00%	45,759
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	29,445	26,112	88.68%	876
Total Administration	29,445	26,112	88.68%	876
<u>Debt Service</u>				
Principal Debt Retirement	1,107,000	-	0.00%	-
Interest Expense	264,248	132,124	50.00%	-
Total Debt Service	1,371,248	132,124	9.64%	-
TOTAL EXPENDITURES	1,400,693	158,236	11.30%	876
Excess (deficiency) of revenues				
Over (under) expenditures	12,644	1,156,195	n/a	44,883
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	12,644	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	12,644	-	0.00%	-
Net change in fund balance	\$ 12,644	\$ 1,156,195	n/a	\$ 44,883
FUND BALANCE, BEGINNING (OCT 1, 2023)	575,885	575,885		
FUND BALANCE, ENDING	\$ 588,529	\$ 1,732,080		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-24 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 40,658	0.00%	\$ 14,449
TOTAL REVENUES	-	40,658	0.00%	14,449
<u>EXPENDITURES</u>				
<u>Construction In Progress</u>				
Construction in Progress	-	10,917	0.00%	10,917
Total Construction In Progress	-	10,917	0.00%	10,917
TOTAL EXPENDITURES	-	10,917	0.00%	10,917
Excess (deficiency) of revenues Over (under) expenditures	-	29,741	0.00%	3,532
Net change in fund balance	\$ -	\$ 29,741	0.00%	\$ 3,532
FUND BALANCE, BEGINNING (OCT 1, 2023)	-	1,342,025		
FUND BALANCE, ENDING	\$ -	\$ 1,371,766		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

Account Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL				
	Actual	Actual	Actual	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Actual Thru 1/31/2024	Projected Next 8 Mths	FY2024 Total	Adopted Budget	% of Budget
Revenues																	
Interest - Investments	\$ 4,757	\$ 5,984	\$ 12,286	\$ 13,314	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 337	\$ 333	\$ 36,341	\$ 2,668	\$ 39,009	\$ 4,000	975%
Golf Course Revenue	28,730	-	-	28,730	-	-	28,750	-	-	28,737	-	-	57,459	57,486	114,945	114,945	100%
Interest - Tax Collector	-	-	-	1,900	-	-	-	-	-	-	-	-	1,900	-	1,900	-	0%
Special Assmnts- Tax Collector	-	285,213	441,330	24,973	62,528	-	-	-	-	-	-	-	751,516	62,528	814,044	814,044	100%
Special Assmnts- Discounts	-	(11,443)	(17,425)	(749)	(625)	-	-	-	-	-	-	-	(29,617)	(625)	(30,242)	(32,562)	93%
Other Miscellaneous Revenues	-	43,500	-	500	-	-	-	-	-	-	-	-	44,000	-	44,000	-	0%
Total Revenues	33,487	323,254	436,191	68,668	62,236	333	29,083	333	333	29,070	337	333	861,599	122,057	983,656	900,427	109%
Expenditures																	
Administrative																	
P/R-Board of Supervisors	1,000	-	1,600	800	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	3,400	8,000	11,400	12,000	95%
FICA Taxes	77	-	122	61	77	77	77	77	77	77	77	77	260	612	872	918	95%
ProfServ-Arbitrage Rebate	-	-	1,800	-	-	-	-	-	-	-	-	-	1,800	-	1,800	600	300%
ProfServ-Engineering	3,605	-	(3,605)	-	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	-	30,000	30,000	45,000	67%
ProfServ-Legal Services	-	-	624	1,891	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	2,515	14,000	16,515	21,000	79%
ProfServ-Legal Litigation	1,188	-	-	-	-	-	-	-	-	-	-	-	1,188	-	1,188	25,000	5%
ProfServ-Mgmt Consulting	5,190	5,190	5,190	5,190	5,190	5,190	5,190	5,190	5,190	5,190	5,190	5,190	20,762	41,523	62,285	62,285	100%
ProfServ-Property Appraiser	8,851	-	-	-	-	-	-	-	-	-	-	-	8,851	-	8,851	34,294	26%
ProfServ-Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	4,041	-	4,041	4,041	4,041	100%
Auditing Services	-	-	-	-	-	-	-	5,500	-	-	-	-	-	5,500	5,500	5,500	100%
Website Compliance	388	-	-	388	-	-	388	-	-	389	-	-	776	777	1,553	1,553	100%
Postage and Freight	37	6	219	5	50	50	50	50	50	50	50	50	266	400	666	600	111%
Insurance - General Liability	6,949	-	-	-	-	-	-	-	-	-	-	-	6,949	-	6,949	6,246	111%
Printing and Binding	-	-	-	-	42	42	42	42	41	41	41	41	-	332	332	500	66%
Legal Advertising	-	-	-	-	-	-	-	4,000	-	-	-	-	-	4,000	4,000	4,000	100%
Miscellaneous Services	-	-	-	-	-	-	-	-	-	-	-	2,000	-	2,000	2,000	2,000	100%
Misc-Bank Charges	-	-	-	-	42	42	42	42	42	42	40	38	-	330	330	498	66%
Misc-Special Projects	-	-	-	-	-	-	-	21,547	-	-	-	-	-	21,547	21,547	21,547	100%
Misc-Assessment Collection Cost	-	5,475	8,478	484	1,251	-	-	-	-	-	-	-	14,438	1,251	15,689	16,281	96%
Misc-Contingency	-	-	2,273	153	83	83	83	83	84	84	84	84	2,426	668	3,094	1,000	309%
Office Supplies	-	-	-	-	21	21	21	21	21	21	20	20	-	166	166	250	66%
Annual District Filing Fee	175	-	-	-	-	-	-	-	-	-	-	-	175	-	175	175	100%
Total Administrative	27,460	10,671	16,701	8,972	13,255	12,005	12,393	43,052	12,005	12,394	12,002	18,041	63,806	135,147	198,953	265,288	75%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected	Jul Projected	Aug Projected	Sep Projected	TOTAL				
													Actual Thru 1/31/2024	Projected Next 8 Mths	FY2024 Total	Adopted Budget	% of Budget
<u>Field</u>																	
ProfServ-Field Management	442	442	442	442	442	442	442	442	442	442	442	443	1,768	3,537	5,305	5,305	100%
Contracts-Preserve Maintenance	25,958	-	-	-	25,958	-	25,958	-	-	25,958	-	-	25,958	77,873	103,831	103,830	100%
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%
R&M-General	-	-	50	-	5,833	5,833	5,833	5,833	5,834	5,834	5,834	5,834	50	46,668	46,718	70,000	67%
R&M-Fence	-	-	-	-	-	-	-	-	-	-	-	2,500	-	2,500	2,500	2,500	100%
R&M-Lake	-	-	-	-	12,911	12,911	12,911	12,911	12,911	12,911	12,910	12,910	-	103,286	103,286	154,930	67%
R&M-Weed Harvesting	-	-	13,480	4,745	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	18,225	50,000	68,225	75,000	91%
Miscellaneous Maintenance	-	-	-	-	306	306	306	306	306	306	306	304	-	2,446	2,446	3,670	67%
Water Quality Testing	-	-	-	-	2,492	2,492	2,492	2,492	2,492	2,492	2,492	2,488	-	19,932	19,932	29,900	67%
Capital Projects	-	-	-	-	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	-	50,000	50,000	75,000	67%
Total Field	31,817	5,859	19,389	10,604	65,859	39,901	65,859	39,901	39,902	65,860	39,901	42,396	67,669	399,578	467,247	585,139	80%
Total Expenditures	59,277	16,530	36,090	19,576	79,114	51,906	78,252	82,953	51,907	78,253	51,903	60,437	131,475	534,725	666,200	850,427	78%
<u>Reserves</u>																	
Reserve - Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
Total Reserves	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
Total Expenditures & Reserves	59,277	16,530	36,090	19,576	79,114	51,906	78,252	82,953	51,907	78,253	51,903	60,437	131,475	534,725	666,200	900,427	74%
Excess (deficiency) of revenues Over (under) expenditures	(25,790)	306,724	400,101	49,092	(16,878)	(51,573)	(49,169)	(82,620)	(51,574)	(49,184)	(51,566)	(60,104)	730,124	(412,668)	317,456	-	0%
<u>Other Financing Sources (Uses)</u>																	
Contribution to (Use of) Fund Balance	-	-	-	-	(16,878)	(51,573)	(49,169)	(82,620)	(51,574)	(49,184)	(51,566)	(60,104)	-	(412,668)	(412,668)	-	0%
Total Financing Sources (Uses)	-	-	-	-	(16,878)	(51,573)	(49,169)	(82,620)	(51,574)	(49,184)	(51,566)	(60,104)	-	(412,668)	(412,668)	-	0%
Net change in fund balance	\$ (25,790)	\$ 306,724	\$ 400,101	\$ 49,092	\$ (16,878)	\$ (51,573)	\$ (49,169)	\$ (82,620)	\$ (51,574)	\$ (49,184)	\$ (51,566)	\$ (60,104)	\$ 730,124	\$ (412,668)	\$ 317,456	\$ -	0%
Fund Balance, Beginning (Oct 1, 2023)													921,547	-	921,547	921,547	
Fund Balance, Ending													\$ 1,651,671	\$ (412,668)	\$ 1,239,003	\$ 921,547	

QUARRY
Community Development District

Statement of Revenue and Expenditures - All Funds

Notes to the Financial Statements
10/1/2023 - 1/31/2024

General Fund

► **Assets**

- **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

Budget target: 33.33%

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Revenues				
Other Miscellaneous Revenue	\$0	\$44,000	0%	Heritage Bay Umbrella \$43,500; application fees \$500
Expenditures				
<u>Administration</u>				
ProfServ-Arbitrage Rebate	\$600	\$1,800	300%	AMTEC Series 2020 rebate report 3 years of activity
Website Compliance	\$1,553	\$776	50%	Innersync Studio, quarterly web/compliance services
Postage and Freight	\$600	\$261	44%	IMS, FedEx, and Tax Collector Tax Roll postage \$175
Insurance - General Liability	\$6,246	\$6,949	111%	EGIS Insurance FY 2024 paid in full
Misc-Contingency	\$1,000	\$2,273	227%	DNH*GODADDY.COM email and archiving renewal

Quarry
Community Development District

Supporting Schedules

October 1, 2023 - January 31, 2024

**Non-Ad Valorem Special Assessments - Collier County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2024**

					ALLOCATION BY FUND	
Date	Net Amount	Discount / (Penalties)	Collection	Gross Amount	General	Series 2020 Debt Service
Assessments Levied				\$ 2,286,271	\$ 814,046	\$ 1,472,226
Allocation %				100.00%	35.61%	64.39%
<i>Real Estate - Installment</i>						
11/02/23	\$ 7,161	\$ 405	\$ 146	\$ 7,712	\$ 2,746	\$ 4,966
11/06/23	21,186	901	432	22,520	8,018	14,501
12/22/23	1,370	43	28	1,441	513	928
01/10/24	1,644	52	34	1,729	616	1,113
<i>Real Estate - Current</i>						
11/14/23	206,160	8,765	4,207	219,132	78,024	141,109
11/20/23	335,484	14,264	6,847	356,594	126,968	229,626
11/24/23	183,524	7,803	3,745	195,072	69,457	125,615
12/06/23	988,489	42,027	20,173	1,050,690	374,107	676,583
12/12/23	123,136	5,101	2,513	130,750	46,555	84,195
12/22/23	53,743	1,768	1,097	56,608	20,156	36,452
01/10/24	65,028	2,052	1,327	68,407	24,357	44,050
TOTAL	\$ 1,986,925	\$ 83,181	\$ 40,549	\$ 2,110,656	\$ 751,516	\$ 1,359,139
% COLLECTED				92.32%	92.32%	92.32%
TOTAL OUTSTANDING				\$ 175,615	\$ 62,529	\$ 113,086

Cash & Investment Report
October 1, 2023 - January 31, 2024

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
OPERATING FUND			
Government Interest Checking	Valley National Bank	5.25%	\$ 1,511,531
Public Funds MMA Variance Account	BankUnited	5.25%	946,108
		Subtotal	<u>2,457,638</u>
DEBT SERVICE AND CAPITAL PROJECT FUNDS			
Series 2020 Revenue Fund	U.S. Bank	5.25%	1,017,128
Series 2020 Construction Fund	U.S. Bank	5.25%	2,099,803
		Total	<u><u>\$ 5,574,570</u></u>

Bank Account No. 7852 Valley National - GF
Statement No. 01-24
Statement Date 1/31/2024

G/L Balance (LCY)	1,511,530.82	Statement Balance	1,558,856.92
G/L Balance	1,511,530.82	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	1,558,856.92
Subtotal	1,511,530.82	Outstanding Checks	47,326.10
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	1,511,530.82	Ending Balance	1,511,530.82
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
1/24/2024	Payment	15035	INNERSYNC STUDIO, LTD	388.13	0.00	388.13
1/24/2024	Payment	15036	PENINSULA IMPROVEMENT CORP.	44,854.50	0.00	44,854.50
1/24/2024	Payment	15037	FEDEX	36.04	0.00	36.04
1/24/2024	Payment	15038	M.R.I. UNDERWATER SPECIALISTS, INC.	50.00	0.00	50.00
1/24/2024	Payment	15039	KUTAK ROCK LLP	1,997.43	0.00	1,997.43
Total Outstanding Checks.....				47,326.10		47,326.10

**Series 2020 (FEMA Project)
Acquisition and Construction - General
FY 9/30/2024**

SOURCES OF FUNDS		TOTAL
10/1/2021	State of Florida	\$ 3,350,061.50
10/26/2021	State of Florida	828,145.56
10/26/2021	State of Florida	46,008.09
11/17/2021	State of Florida	94,901.34
11/17/2021	State of Florida	91,213.19
12/21/2021	State of Florida	65,276.88
12/17/2021	FEMA check sent to U.S. Bank exceeded actual checks	-
1/10/2022	State of Florida	18,585.00
1/10/2022	State of Florida	1,032.50
Total		\$ 4,495,224.06

LESS:

11/1/2021	Debt Service - Principal Prepayment	1,351,000.00
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DEPOSIT - Acquisition and Construction - General	\$ 3,144,224.06
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OTHER SOURCES

11/1/2021	Transfer from Revenue Acct 4004	938.50
	Dividends FY 2022	145.89
	Dividends FY 2023	44,143.78
	Dividends thru 1/31/24	40,658.84

TOTAL SOURCES OF FUNDS	\$ 85,887.01
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USE OF FUNDS:

DATE	VENDOR REQUISITIONS	REQ #	PENDING	TOTAL
4/27/2022	CPH	1		4,940.00
4/27/2022	Kutak Rock LLP	2		988.00
5/24/2022	Midwest Construction Products Corp	3		475.00
5/16/2022	Midwest Construction Products Corp	4		3,000.00
5/16/2022	Midwest Construction Products Corp	5		7,900.00
5/24/2022	Kutak Rock LLP	6		1,776.45
5/24/2022	CPH	7		11,615.40
6/9/2022	Kutak Rock LLP	8		1,378.00
6/9/2022	Midwest Construction Products Corp	9		1,900.00
6/9/2022	Midwest Construction Products Corp	10		4,800.00
6/9/2022	Midwest Construction Products Corp	11		1,425.00
6/9/2022	Crosscreek Environmental LLC	12		2,997.66
8/1/2022	CPH	13		27,155.66
8/1/2022	CPH	14		1,800.00
8/1/2022	CPH	15		33,809.58
8/22/2022	Crosscreek Environmental LLC	16		4,000.13
8/22/2022	Midwest Construction Products Corp	17		6,000.00
8/22/2022	Midwest Construction Products Corp	18		1,020.00
8/22/2022	MJS Golf Services LLC	19		7,615.15

Series 2020 (FEMA Project)
Acquisition and Construction - General
FY 9/30/2024

SOURCES OF FUNDS			TOTAL
8/22/2022	MJS Golf Services LLC	20	4,157.51
8/22/2022	MJS Golf Services LLC	21	12,849.68
8/22/2022	MJS Golf Services LLC	22	6,568.09
8/22/2022	MJS Golf Services LLC	23	5,058.60
8/22/2022	MJS Golf Services LLC	24	16,849.00
8/22/2022	MJS Golf Services LLC	25	49,004.13
8/22/2022	MJS Golf Services LLC	26	4,346.44
8/26/2022	CPH	27	7,745.15
9/14/2022	MJS Golf Services LLC	28	7,887.77
9/14/2022	Glase Golf, Inc	29	319,983.78
10/20/2022	Crosscreek Environmental LLC	30	5,295.80
10/20/2022	CPH	31	6,513.38
10/20/2022	Kutak Rock LLP	32	78.00
12/2/2022	CPH	33	8,866.67
12/21/2022	CPH	34	4,500.00
1/25/2023	CPH	35	5,398.75
2/17/2023	CPH	36	1,828.75
2/17/2023	CPH	37	110.00
4/17/2023	MJS Golf Services LLC	38	17,952.64
4/17/2023	MJS Golf Services LLC	39	2,844.35
4/17/2023	MJS Golf Services LLC	40	5,715.47
4/17/2023	MJS Golf Services LLC	41	10,351.76
5/2/2023	MJS Golf Services LLC	42	4,619.04
5/2/2023	MJS Golf Services LLC	43	4,014.17
5/2/2023	CPH	44	560.60
5/2/2023	MJS Golf Services LLC	45	14,377.92
5/2/2023	MJS Golf Services LLC	46	2,876.79
5/2/2023	MJS Golf Services LLC	47	5,672.47
5/2/2023	MJS Golf Services LLC	48	14,338.68
5/3/2023	MJS Golf Services LLC	49	5,153.28
5/3/2023	Midwest Construction Products Corp	50	3,302.00
5/3/2023	Midwest Construction Products Corp	51	5,248.00
5/3/2023	Midwest Construction Products Corp	52	2,637.00
5/3/2023	CPH	53	9,283.60
5/3/2023	MJS Golf Services LLC	54	8,194.20
6/13/2023	MJS Golf Services LLC	55	14,425.44
6/13/2023	Ewing Irrigation Products, Inc	56	34,725.39
5/30/2023	MJS Golf Services LLC	57	3,993.31
5/30/2023	MJS Golf Services LLC	58	16,314.17
6/13/2023	Midwest Construction Products Corp	59	5,251.00
6/13/2023	Midwest Construction Products Corp	60	2,637.00
6/13/2023	MJS Golf Services LLC	61	2,294.58
6/13/2023	MJS Golf Services LLC	62	12,704.54
6/13/2023	MJS Golf Services LLC	63	14,018.04
6/13/2023	MJS Golf Services LLC	64	8,564.45
6/13/2023	MJS Golf Services LLC	65	11,911.32

**Series 2020 (FEMA Project)
Acquisition and Construction - General
FY 9/30/2024**

SOURCES OF FUNDS			TOTAL
7/26/2023	Midwest Construction Products Corp	66	950.00
7/26/2023	Midwest Construction Products Corp	67	5,447.00
7/20/2023	Midwest Construction Products Corp	68	392.00
7/20/2023	Midwest Construction Products Corp	69	870.00
7/20/2023	Midwest Construction Products Corp	70	392.00
7/20/2023	CPH	71	11,485.79
7/20/2023	MJS Golf Services LLC	72	9,372.24
7/20/2023	MJS Golf Services LLC	73	5,298.36
7/20/2023	MJS Golf Services LLC	74	18,759.39
7/20/2023	MJS Golf Services LLC	75	8,737.08
7/20/2023	Crosscreek Environmental LLC	76	15,626.44
7/26/2023	Glase Golf, Inc	77	115,089.05
7/26/2023	MJS Golf Services LLC	78	6,330.90
7/26/2023	MJS Golf Services LLC	79	3,984.81
8/14/2023	MJS Golf Services LLC	80	3,086.64
7/26/2023	MJS Golf Services LLC	81	2,040.72
7/26/2023	MJS Golf Services LLC	82	1,031.52
7/27/2023	CPH	83	16,267.89
7/27/2023	CPH	84	20,538.00
8/22/2023	Midwest Construction Products Corp	85	582.00
8/22/2023	Midwest Construction Products Corp	86	600.00
8/22/2023	Crosscreek Environmental LLC	87	6,998.12
9/13/2023	Inframark	88	2,425.00
9/13/2023	CPH	89	27,466.95
1/9/2024	MJS Golf Services LLC	90	1,082.64
1/8/2024	The Quarry Community Association	91	2,863.80
1/8/2024	Kutak Rock LLP	92	234.00
1/8/2024	CPH	93	6,136.50
1/8/2024	Midwest Construction Products Corp	94	600.00
Total Requisitions			1,130,307.58
8/31/2023	Less: Contracts-Payable		722,273.38
9/30/2023	Less: Contracts-Payable		5,763.62
TOTAL CONSTRUCTION ACCOUNT BALANCE @ 1/31/24			\$ 1,371,766.49

QUARRY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 1/1/24 to 1/31/24

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
<u>VALLEY NATIONAL - GF - (ACCT#XXXXX7852)</u>							
CHECK # 15033							
01/05/24	Vendor	QUARRY CDD - C/O U.S. BANK N.A.	12212023-204	ASSESSMENT COLLECTIONS 2023-24	Due From Other Funds	131000	\$580,481.00
Check Total							\$580,481.00
CHECK # 15034							
01/24/24	Vendor	COLLIER COUNTY TAX COLLECTOR	121323	POSTAGE BILLING	Postage and Freight	001-541006-51301	\$174.66
Check Total							\$174.66
CHECK # 15035							
01/24/24	Vendor	INNERSYNC STUDIO, LTD	21917	WEBSITE SVCS/PDF ACCESSIBILITY	Website Compliance	001-534397-51301	\$388.13
Check Total							\$388.13
CHECK # 15036							
01/24/24	Vendor	PENINSULA IMPROVEMENT CORP.	CESI-020144	PICK UP CUT AND HARVESTED PILES	R&M-Weed Harvesting	001-546486-53901	\$6,620.00
01/24/24	Vendor	PENINSULA IMPROVEMENT CORP.	CESI-020145	QTRLY WETLAND PRESERVES MAINT	Contracts - Lake Maintenance	001-534345-53901	\$25,957.50
01/24/24	Vendor	PENINSULA IMPROVEMENT CORP.	CESI-020195	NOV 2023 LAKE & LITORAL MAINT	Contracts - Lake Maintenance	001-534345-53901	\$5,417.00
01/24/24	Vendor	PENINSULA IMPROVEMENT CORP.	CESI-020217	LAKE MAINT	R&M-Weed Harvesting	001-546486-53901	\$6,860.00
Check Total							\$44,854.50
CHECK # 15037							
01/24/24	Vendor	FEDEX	8-360-00345	FEDEX MRI UNDERWATER	Postage and Freight	001-541006-51301	\$36.04
Check Total							\$36.04
CHECK # 15038							
01/24/24	Vendor	M.R.I. UNDERWATER SPECIALISTS, INC.	4305	ADDITIONAL INSURED ON COMMERCIAL AUTO POLICY	R&M-General	001-546001-53901	\$50.00
Check Total							\$50.00
CHECK # 15039							
01/24/24	Vendor	KUTAK ROCK LLP	332289016823-1	OCT 2023 GEN COUNSEL	ProfServ-Legal Services	001-531023-51401	\$1,997.43
Check Total							\$1,997.43
CHECK # 15040							
01/24/24	Vendor	AMTEC	6973-11-23	REBATE REPORT SERIES 2020	ProfServ-Arbitrage Rebate	001-531002-51301	\$1,800.00
Check Total							\$1,800.00
ACH #DD222							
01/19/24	Employee	TIMOTHY B. CANTWELL	PAYROLL	January 19, 2024 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD223							
01/19/24	Employee	DEAN A. BRITT	PAYROLL	January 19, 2024 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD225							
01/19/24	Employee	WILLIAM L. PATRICK	PAYROLL	January 19, 2024 Payroll Posting			\$184.70
ACH Total							\$184.70
Account Total							\$630,335.86

6Ci.



Lake & Wetland Management Specialists

2600 Golden Gate Parkway

Naples, FL 34105

239-262-2600 Office

239-261-1797 Fax

CC#35398

City of Naples#19517

LC#1002075

3/5/24

Proposal for Preserve signs for the Quarry in Naples, FL

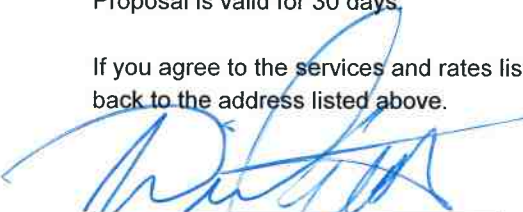
	<u>Qty</u>	<u>Cost</u>	<u>Total</u>
Original 12' x18" signs with square tubing and hardware	20	\$ 75.00	\$ 1,500.00
New 12" x 18" signs with square tubing and hardware	20	\$ 65.00	\$ 1,300.00
			<u>\$ 2,800.00</u>

Work

Have Preserve signs made for the Quarry Preserves. Twenty signs will have the same information as existing Preserve signs that are currently installed at the Quarry in Naples, FL. Twenty signs will have new wording stating the following: property designated as Conservation by the South Florida Water Management District and the Army Corp of Engineers. No hiking, hunting, fishing, shooting, motor vehicles, dumping, or loitering by order of the Quarry CDD. Signs are printed in one inch lettering with posts and hardware included. Installation not included in this proposal.

Proposal is valid for 30 days.

If you agree to the services and rates listed in this proposal for work, please sign and send back to the address listed above.


Collier Environmental Services a.k.a
Peninsula Improvement Corporation

3/5/24
Date

Quarry CDD

Date

Seventh Order of Business

7D.

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): Brad and Elizabeth Cohen

2. Property Address: 9059 Graphite Circle Naples FL 34120

3. Cell Phone of Owner: 203-494-0218

4. Email Address of Owner: brad@bandbtrans.com - bethcohen1989@yahoo.com

5. Describe Scope of Work: Install a generator in a drainage easement

6. Estimated Start Date: March 2024

7. Estimated Completion Date: March 2024

8. Name and Contact Information for Contractor(s): PBS Contractors LLC, Joe Page, 239-380-4506

Always On Generators, LLC, Kimberly Rimes, 239-839-3553

William Hankins/Always on Generators 3120 6th St NW Naples FL 34120

Acknowledged and agreed to by:

OWNER Brad Coehn	OWNER Elizabeth Cohen
SIGNATURE DocuSigned by: <i>Brad Coehn</i> ED96539CC4FD472...	SIGNATURE DocuSigned by: <i>Elizabeth Cohen</i> 2573E7EB20B9487...
DATE 2/21/2024	DATE 2/21/2024

PLEASE RETURN THIS COMPLETED FORM TO:

Quarry Community Development District
c/o District Manager
Inframark Management Services
210 N University Drive, Suite 702
Coral Springs, FL 33071

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, Bob Koncar by e-mail at bob.koncar@inframark.com or by phone at 904-626-0593

After recording, please return to:

District Manager
Quarry CDD
c/o Inframark
210 North University Drive
Suite 702
Coral Springs, Florida 33071

Parcel ID # 68986815924

LICENSE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS

THIS LICENSE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS ("Agreement") is entered into as of this 21st day of February, 2024, by and among Brad and Elizabeth Cohen ("Owner") residing at 9059 Graphite Circle Naples FL 34120 and the QUARRY COMMUNITY DEVELOPMENT DISTRICT ("CDD"), a local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 210 N. University Drive, Coral Springs, Florida 33071.

RECITALS

WHEREAS, Owner is the owner of Lot 41, as per the plat ("Plat") of Quarry Phase 3 recorded in Plat Book 51, Page 27 et seq., of the Official Records of Collier County, Florida ("Property"); and

WHEREAS, Owner desires to install Generator and related appurtenances ("Improvements") within the 7'5" foot drainage easement ("Easement") located on said Property and as shown on the Plat ("License Area"); 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 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 AND 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.

3. **OWNER RESPONSIBILITIES.** The Owner has the following responsibilities:

a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.

b. 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, or with any other applicable rights. Owner agrees that CDD, in its sole and absolute discretion, shall determine whether any such interference exists. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any improvements, whether above or below ground, that may be located within the Easement, or any utilities within the public utility easement, if any. It shall be Owner's responsibility to locate and identify any such 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 the Improvements, and agrees to maintain the Improvements in good and working 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.

4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS. The permission granted herein is given to Owner as an accommodation and is revocable by the CDD at any time. Owner acknowledges the legal interest of the CDD in the Easement 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 re-install the Improvements to its original location and is not responsible for any damage to the Improvements, or its supporting structure as a result of the removal.

5. INDEMNIFICATION. Owner agrees to indemnify, defend and hold harmless 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. Without intending

to limit the extent of Owner's indemnification obligation, and for the purpose of illustrating the extent of such obligation, Owner hereby agrees that the indemnification provided for herein shall extend to any and all injuries that may occur as a result of the installation of the Improvements, including, but not limited to, slip and fall injuries that may occur by virtue of the use of the Improvements.

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. Upon the sale of the Property, the Owner shall advise the subsequent owner of the terms and conditions of this Agreement.

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. ATTORNEY'S FEES AND COSTS. The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.

9. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

[Signature pages follow]

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

WITNESSES:

By: [Signature]
Andy Cast
 Print Name

By: [Signature]
Christina M. Hatch
 Print Name

OWNER

By: DocuSigned by: Brad Coehn 2/21/2024
ED96339CC0F0472
Brad Coehn
 Print Name

STATE OF FLORIDA)
 COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 21st day of February, 2021, by Brad Coehn. She/He ☒ is personally known to me or ☐ produced as identification.



Deborah Tunnell
 NOTARY PUBLIC

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

[signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS]

WITNESSES:

By: [Signature]
Cindy Cast
 Print Name

By: [Signature]
Christina M. Hatch
 Print Name

OWNER

By: DocuSigned by: Elizabeth Cohen 2/21/2024
2573E7EB20B9487
Elizabeth Cohen
 Print Name

STATE OF FLORIDA)
 COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 21st day of February, 2021, by Beth Cohen. She/He ☒ is personally known to me or ☐ produced _____ as identification.



Deborah Tunnell
 NOTARY PUBLIC

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

[signatures continue on following page]

WITNESSES:

By: _____

Print Name _____

By: _____

Print Name _____

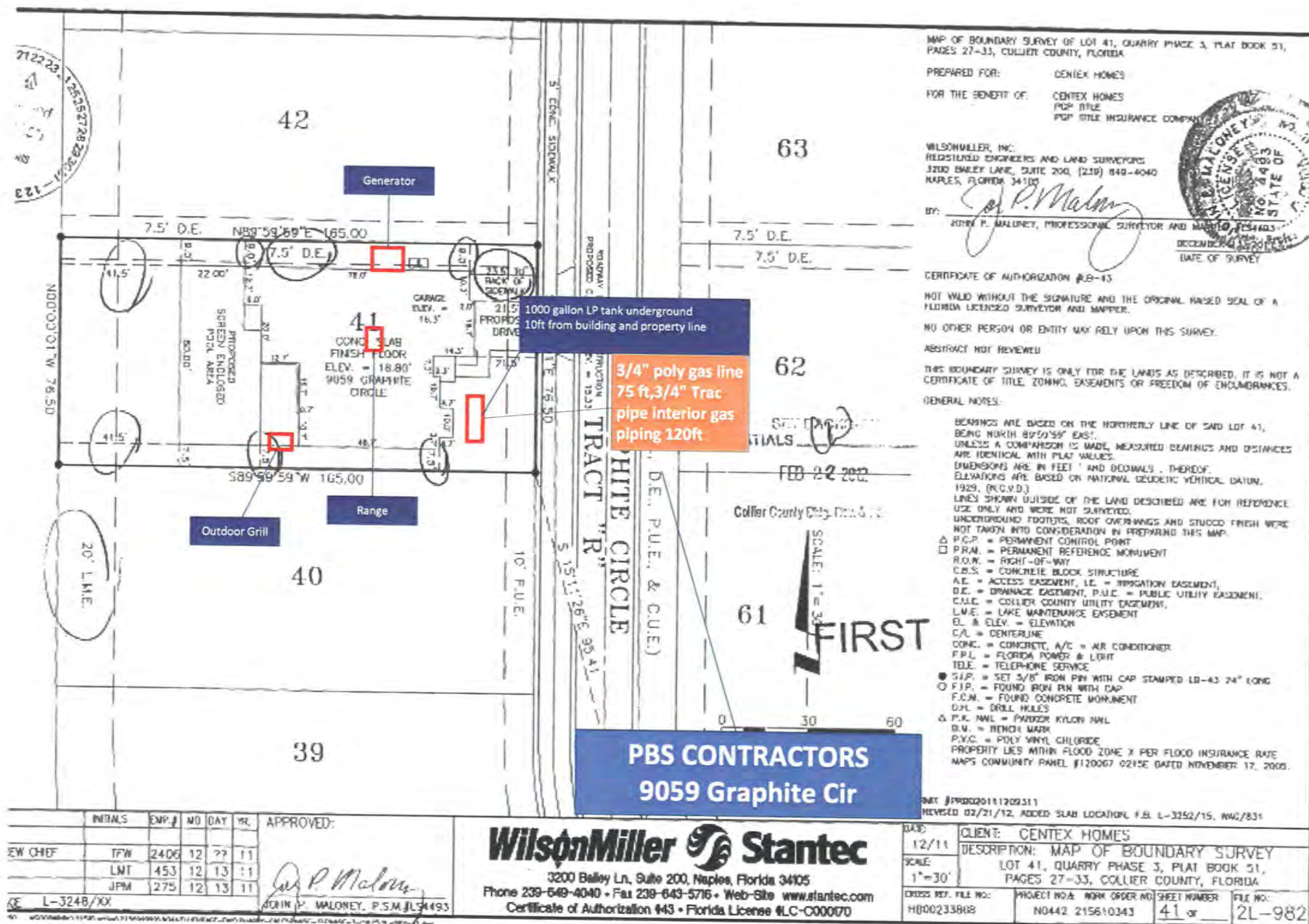
STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of the Board of Supervisors of the Quarry Community Development District, on behalf of said district. She/He [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

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

[End of signature pages]



10-26kW GUARDIAN® SERIES

GENERAC®

Home Standby Generators



WITH FREE
MOBILE LINK WIRELESS
CONNECTIVITY

Choose the #1 selling home standby generator brand

Generac's Guardian Series generators provide the automatic backup power you need to protect your home and family during a power outage. Connected to your existing LP or natural gas fuel supply, it kicks in within seconds of sensing power loss—automatically—and runs for as long as necessary until utility power returns. Choose from Generac's industry leading lineup to power just the essentials or Generac's 26kW, the largest air-cooled generator in the market, for whole-house coverage.

Features & Benefits:



GENERAC'S G-FORCE ENGINE

Are purpose-built, pressure-lubricated engines capable of handling the rigors of generator use, resulting in power that's more reliable and requires less routine maintenance than any competitive engine.



TRUEPOWER™ TECHNOLOGY

Delivers best-in-class power quality with less than 5% total harmonic distortion for clean, smooth operation of sensitive electronics and appliances.



QUIET-TEST™ SELF-TEST MODE

Runs at a lower RPM for a five or twelve minute test, making generators significantly quieter than other brands, while consuming less fuel.



GENERAC'S EVOLUTION™ CONTROLLER

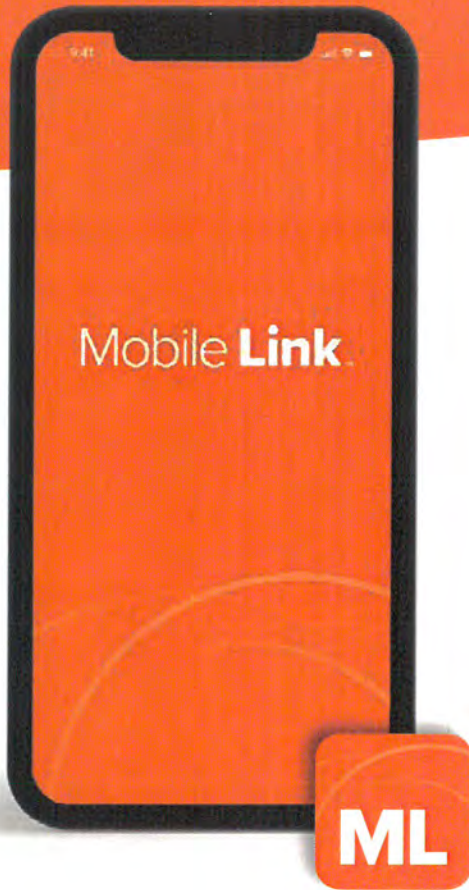
Features a multilingual LCD display that allows you to monitor battery status and track maintenance intervals to ensure your generator is always in top operating condition.



TOUGH, DURABLE ENCLOSURES

Our RhinoCoat™ powder-coated finish helps make corrosion-resistant aluminum perfect for all weather conditions.





Get 24/7 peace of mind with Mobile Link™

Mobile Link remote monitoring lets you get and share information about your home standby generator no matter where you are, using your computer, smart phone, or mobile device.



Alert

Get real-time notifications about your generator.



Protect

Remotely access your generator's health.



Manage

View your maintenance needs.

Also Featuring:



24/7/365 CUSTOMER SUPPORT TEAM

Standing by all day, every day from our headquarters in Wisconsin to answer any questions you might have.



BUILT IN THE USA*

Generac generators and engines are engineered and built in the USA*

**Assembled in the USA using domestic and foreign parts.*



5-YEAR LIMITED WARRANTY

Included with all home standby generators.

10-26kW GUARDIAN SERIES

Home Standby Generators

SPECIFICATIONS (LP/NG)	10/9 kW	14/14 kW	18/17 kW	22/19.5 kW	24/21 kW	26/22.5 kW
Generator Only Model	7171	7223	7226	7042	7209	7290
Generator / 100 Amp Select Circuit Switch Model	7172	7224	-	-	-	-
Generator / 200 Amp Service Rated Load Shedding Smart Switch Package Model	-	7225	7228	7043	7210	7291
Voltage (Single Phase)	120 / 240					
Amps @ 240V LPG	41.7	58.3	75.0	91.7	100	108.3
Amps @ 240V NG	37.5	58.3	70.8	81.3	87.5	93.8
Engine/Alternator RPM	3600 / 3600					
Engine	Generac G-Force					
Engine Displacement	460cc	816cc		999cc		999cc
Fuel Consumption @ 1/2 Load - NG cu. ft/hr	101	195	169	228*	203	188
Fuel Consumption @ Full Load - NG cu. ft/hr	127	256	247	327*	306	333
Fuel Consumption @ 1/2 Load - LPG cu. ft/hr (gal/hr)	36 (0.97)	65 (1.81)	62 (1.70)	92 (2.53)*	92 (2.53)	75
Fuel Consumption @ Full Load - LPG cu. ft/hr (gal/hr)	54 (1.48)	112 (3.07)	110 (3.02)	142 (3.90)*	142 (3.90)	132
Quiet-Test Mode	Yes					
db(A) at Exercise	57	55		57	57	57
db(A) at Normal Operating Load	61	65		67	67	67
Enclosure	Aluminum					
Enclosure Color	Bisque					
Warranty	5-Year Limited					
Dimensions - L" x W" x H" in. (mm)	48 x 25 x 29 (1218 x 638 x 727)					
Weight (lb)	338	385	420	466*	445	518
Mobile Link Wireless Connectivity	Yes					

*7042-2 & 7043-2 specifications



NATIONWIDE DEALER SERVICE NETWORK

Generac's commitment to service includes scheduled maintenance programs, warranty assistance and emergency service to ensure that Generac customers are never left powerless. The largest nationwide dealer network has factory-trained technicians on staff and maintains large inventories of Generac parts, components and accessories. Find a dealer near you at Generac.com.

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S45 W29290 Hwy. 59, Waukesha, WI 53189

www.Generac.com | 888-GENERAC (436-3722)

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Specifications are subject to change without notice.

GENERAC®

26KW with 2 TS

PBS Contractors | 9059 Graphite Cir, Naples, FL 34120

#4517 | 09/18/2023



26KW air-cooled generator with 2 automatic transfer switches

Services

1 - Generac Generator 26kW w/ wifi

Generac 26kW generator --- 120/240 volt single phase generator --- Aluminum impact rated casing (non rusting) --- 5 Year / 2000 hour manufacturer warranty --- built in WIFI accessibility

1 - Generac Extended 10 year Air-cooled warranty

10 Year Extended Limited Warranty for Air-Cooled Product - Evolution controller models. Warranty covers 10 years parts and labor*.

2 - Generac transfer switch 200 amp SE automatic

Aluminum enclosure --- Service entry rated --- Load shedding built in

1 - Permitting - Collier County Electrical

1 - Start-Up AC

Air-cooled generator start-up service --- Includes Battery, Testing, and registration of warranty

1 - Electrical installation for 2 TS AC

Electrical installation for 2 transfer switches and air cooled generator
-up to 25' RUN TO GENERATOR from transfer switches

1 - Concrete Pad - Air-Cooled Generator

Engineered Pre-cast concrete pad --- Hurricane rated to 190MPH --- Specifically made for generator

1 - Generac SMM 50 Amp load shedding module

Smart Management Module --- Wireless load shedding module --- 50 Amp

2 - transfer switch surge protector

GAS TO BE DONE BY OTHERS

7E.

The Quarry Construction/Pool Application Rev 3/15/2023

Use this application for Structural Changes, Home Additions/Rebuilds and Pool Requests

Submit Application and Required Items to: The Quarry Community Association, Kayak Drive, Naples FL 34120

Property Address: 9405 Copper Canyon CT FL 34120

Owner Name: Jim Mulgrew Cell Phone: 941-313-5660 (Chris)

Email: SPY 2551 @ OUTLOOK.COM (Chris) jmulgrew91@gmail.com

Contact the management office with questions at 239-348-7326 (Opt 1) or at 8975 Kayak Drive.

Office use only-----

Association Stamp with date when submitted and signed:

Application has been initiated with Required Items attached.

e.g. site plan, sec deposit, photos, ins cert, etc. additional items may be submitted as requested.

Stage 1 Pre-Construction Meeting Date: POOL (Not required for Pools)

☐ Approved to Move Forward ☐ Not Approved to Move Forward ☐ More Information Needed

Date: _____ Signature: _____

Does project require a CDD variance agreement? ☐ if Yes, is the \$500 fee collected + paperwork attached? Yes ☐ No ☒

Does project require HOA Architectural Review? ☐ if Yes, is \$350 fee collected? Yes ☐ No ☐

Does project require Deposit(s)? ☒ if Yes, how much? 10,000 collected? Yes ☒ No ☐

Stage 2: Planning: Footprint, Renderings and Engineering Plans

Approved to Move to Stage 3: Date: _____ Signature: _____

Stage 3: Construction: Additional Applications as required/Change Requests as Needed

Stage 4: Final Completion: ADS changes as needed, if any, and Project Approval

Owner to complete: Check Scope of Work (* Indicates Deposit Required):

Mark all projects you will be completing:

☐ *Home Rebuild/Addition ☒ *Pool Addition ☐ *Lanai Expansion ☐ *Garage Addition

Mark the following areas that will be affected by your project: each marked item will need information on your application or an additional application, depending on detail/vendor, etc. or as requested by the MC.

☐ Doors/Windows

☐ Driveway/Roof/Gutters/Downspouts

☐ Patio/Walkway

☒ Lanai Screen Enclosure

☐ Landscaping (adding/removing trees; changing beds—attach before & after site plans)

☐ Exterior Paint

☐ Stone Siding Addition/Removal/Color Change (sample required)

By initialing you Confirm you are not using the same body paint color as a neighbor directly to your right or left. _____

Color scheme #: _____ House body color: _____ trim: _____ garage door: _____ front door: _____

Shutters: _____ Other areas (specify where + color): _____

Do you have a storm/secondary door? _____ If yes, will you be painting it? _____ if so, what color? _____

Will you be painting your gutters + downspouts? _____ If Yes, what color: gutters _____ downspouts _____

Other: specify pool (Removal)

Depending on Size+Scope of your Project the MC may approve your application in stages:

Stage 1: For Rebuilds and Expansions it is recommended that you set up a "pre-application" meeting to discuss your project and determine what is required for the application process. This gives you the opportunity to run your project ideas past the MC and get valuable feedback prior to hiring architects and engineers.

Stage 2: Application submitted. Until an official application is submitted the MC cannot give any approvals. Once you've entered Stage 2 with your Project, the MC can begin to give official approvals. Stage 2 focuses on your footprint, renderings and engineering plans; all are required at this stage. The QCA may require that your Project be reviewed by QCA Legal and/or a QCA Engineer/Architect—if this is the case an additional application fee will be collected. Once official written approval from the HOA is received in Stage 2 you may move forward with permitting and your Stage 3 applications. Copies of your permit applications must be submitted to the Community Association Manager (CAM) to ensure what has been approved is what is submitted to the County. Monthly construction updates will be requested by the CAM on behalf of the MC to be reported at the monthly MC meetings. The CAM and MC will use these reports to keep everyone up to date on your construction progress.

Stage 3: Applications include: roof, color scheme, gutter approvals, lanai cage, materials, hardscaping, landscaping change approvals, etc. The MC may ask for additional information during Stages 2 and 3 which may require updated application information and/or additional applications. It is also in Stage 3 that you will be in the building process so any changes that your Project needs shall be resubmitted immediately to assist with a smoother process. The process is unique to each Project. You will be in Stage 3 for a while.

Stage 4: Final approval. The HOA/MC will give specific written approvals along the way in Stage 2 and 3. You may not move forward with any change without written approval. The MC reserves the right to request minor changes and applications as needed up through final completion to ensure all ADS are met.

Describe Scope of Work: (See Required Items and attach more information as necessary)

Renovating existing Pool & Spa - Tile + Pavers

Estimated Start Date: 4-15-20 **Estimated Completion Date:** 7-1-22

Required Items (attach if applicable): Applications shall be considered by the Modification Committee (MC) only after **all Required Items and deposits have been received.**

- Contractor/Owner shall pay a \$10,000 refundable damage deposit.
- Pictures (required for all applications) include before and, if possible, proposed after pictures.
- Site Plan showing property lines, easements and location of work. **Include accurate measurements.**
- Exterior Paint colors. Specify body, trim, garage, shutters, front door, gutters and downspout colors from approved Color list. If staining stone siding, sample required.
- Sketch of Work (Landscaping applications shall include a before picture and after designs showing the names of plants and accurate dimensions). Sketches should always be submitted on site plans showing lot lines, easements, etc.
- Renderings from all sides and overhead.
- Floor Plans; Irrigation, Drainage and Certification Plans; Screen Enclosure Plans. Community Irrigation Letter
- Pool Plans (shall include landscaping plan, pool enclosure plan and irrigation letter).
- Stone/Tile samples, pictures of Sculptures/Fountains with measurements, etc.
- Any information that may assist the MC in completing the approval process.
- Contractor's Certificate of Insurance in compliance with the following section.

Contractor's Insurance: Prior to the commencement of Work, Contractor shall provide a current and signed Certificate of Insurance on Accord Form 25 dated 2016/03 or later showing its: 1) bodily injury and property damage liability insurance in the amount of at least \$1,000,000 per occurrence, 2) automobile liability insurance in the amount of \$1,000,000 per occurrence, 3) statutory worker's compensation insurance and 4) employer's liability insurance in the amount of \$1,000,000. Contractor shall maintain all insurance in force for the duration of the Work. The Certificate shall be provided to both the Owner and the Quarry Community Association, Inc.

In addition to the above insurance requirements, in the event the Scope of Work covered by this Application includes masonry, concrete, pool installation, roof replacement, tree removal, pool/screen enclosure replacement or the installation of a generator and/or propane tank, Contractor shall provide endorsements to the commercial general liability, umbrella liability, and automobile liability policies, providing that 1) both the Owner and The Quarry Community Association, Inc. are named as additional insured, 2) insurance shall be primary and non-contributory, and 3) in the event any policy is cancelled or terminated, insurer will provide statutory notice. The endorsements shall identify the Owner's address where the work is to be performed. Both the Owner and the Quarry Community Association, Inc. will be provided copies of the endorsements.

Work Rules and Procedures:

- All required county permits shall be obtained and displayed by Owner prior to beginning work.
- Owner shall be responsible for notifying Association Manager prior to commencing any excavation work.
- Prior to submitting a drawing of any modification or alteration that may affect the irrigation system, Owner shall contact the Association's Irrigation Vendor to identify any irrigation or utility lines in the path of excavation. Owner shall obtain a letter from the current Irrigation Vendor either: 1) confirming there are no irrigation or utility lines in the excavation path; or 2) confirming that the Irrigation Vendor shall relocate existing irrigation lines at the expense of the Owner. The Owner shall contact utilities to relocate their lines, as necessary. **Owner SHALL USE Association's Irrigation Vendor.**
- Association common areas, including roadways, shall not be used for short or long term storage of materials. Excavated soil or rock shall not be placed on a roadway surface or any common areas. All waste, soil or rock,

excess materials, fill, etc. shall be removed from the property within 48 hours. Use of any property other than Owner's lot where the work is being performed shall not be permitted.

- All work shall be performed by an insured and licensed contractor. Owners and contractors shall comply with all applicable codes and regulations and all required permits shall be obtained at Owner's expense.
- Owner shall repair and return all areas affected by construction to their original condition.
- All current and future maintenance of the work completed under this application shall be performed at the Owner's expense.
- Owner shall have permanent responsibility to maintain and trim all approved landscape modifications. No landscape materials may encroach on neighboring lots or common areas.
- Pool heaters, satellite dishes, generators, propane tanks, and all other ground-based equipment or structures shall be screened from view with hedge plantings (i.e. Hibiscus, Eugenia or Viburnum) 30" high, planted 18" on center and then maintained at a minimum of 42" high.
- If at any time in the future, any legal/regulatory agency requires modification of the work covered by this application such work shall be done by the Owner at Owner's expense.
- Each homeowner shall be responsible for ensuring that improvements to his or her property do not improperly encroach on any property subject to an easement or another's property. **Per the Quarry CDD Counsel:**

"Notably, the Quarry Community Development District ("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., walkways, docks, landscaping, sprinklers, patios, decks, air conditioners, pools) 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.) The homeowner agrees that the CDD may remove at the homeowner's expense any such improvements encroaching on CDD easement areas, and the homeowner shall be responsible for any legal fees and costs necessary for the CDD to enforce the terms of this application as it relates to CDD easement areas. The CDD may in its sole discretion elect to grant limited variances in certain circumstances, and the homeowner is responsible for obtaining any such variance from the CDD prior to the start of any construction."

- Structures shall not encroach on any easements.
- Owner is solely responsible for ensuring hurricane shutter installations satisfy county code. Permanently attached portions of the shutters shall match the body color of the house.
- Owners who start construction without required permits or Association approval shall be issued a stop work order, may be fined including legal fees, and shall not be permitted to resume work until fines and legal fees have been paid and Association approval received. In the event approval is not achieved, Owner must return property to its then original status at Owner's expense.
- Other than roadways to access the Owner's lot and house, Owners, Owner's agents or their contractors shall not use any portion of Association common areas or lots owned by others to stage equipment or materials or to perform work approved by the Association.
- A certificate of completion and final inspection and approval by the Association shall be required as a condition for the return of refundable deposits paid by Owner or contractors.

General Conditions

1. All work under this application shall be subject to requirements of the Covenants, Conditions and Restrictions (CC&Rs) and Bylaws of the Quarry Community Association, Inc., and applicable Rules and Regulations and the Architectural Design Standards. The Association reserves the right to request additional information and charge additional fees or deposits, not otherwise specified on this application.
2. Owner agrees to and shall complete alteration/modification/pool work in accordance with this application. If approved work has not commenced within twelve months of the original approval date, this application shall be considered to be

withdrawn and a new application shall be required if the Owner desires to later proceed with the work. **Also, any changes to approved work in progress shall require the Owner to obtain advance written approval from the Association.**

3. In the Association's sole judgment, any work that does not conform to the provisions of the approved application may be required to be redone and/or the Owner shall be subject to Compliance provisions of the CC&Rs, including fines and sanctions, as imposed by the Association. Any work that is not completed within 90 days after the Estimated Completion Date may also be subject to Compliance provisions. Owners may request extensions of approved completion dates. However, granting extensions of completion dates shall be at the sole discretion of the Association.

4. All work must comply with the provisions of the current Architectural Design Standards regardless of any MC approval of the documents submitted by Owner either with this Application or otherwise

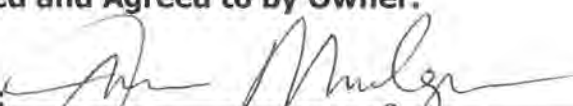
5. **The Association has 45 days to complete its review of each Stage of this application.** The 45 day review period does not begin until the COMPLETED and signed application, including Deposits and Required Items, is received by the Association. The Application must be signed by the OWNER. All correspondence related to the application shall be sent only to OWNER, unless OWNER provides written authorization to send correspondence to Contractor. Any request by the MC for more information will restart the review process timing once requested information is received.

6. **By signing below you are indicating that you understand you must wait for receipt of your written approval of the application before beginning the foregoing alteration(s).**

7. All work covered by this application shall be subject to a final completion inspection and approval by the Association, per Article 13.5 of the CC&Rs with right of entry and inspection upon property.

8. MC approval should not be taken as any certification as to the construction worthiness or structural integrity of the change you propose. In addition, any changes made by a homeowner that affects the surface water and/or storm water systems in the community in any way, will require the homeowner to mitigate the damages and correct the defect to the satisfaction of the CDD/HOA to avoid future situations.

Acknowledged and Agreed to by Owner:

Owner's
Signature(s):  Date 4/7/23
Signature(s): Laura M. Mulgrew Date 4/7/23

BOUNDARY SURVEY

IMPROVEMENTS: POOL, SPA, DECK, BOCCIE COURT, AND CABANA
POOL STAKEOUT

ACQUIRED USING GPS TECHNOLOGY AND

THE LINES ON THIS SKETCH DO NOT CONSTITUTE OWNERSHIP.
COPYRIGHT 2023 F.L.A. SURVEYS CORP.

PAGE 1 OF 3

SEE REVERSE SIDE FOR PAGE 3 OF 3



Curve number 1
Radius= 50.00
Delta= 31°28'55"
Arc= 27.47
Tangent= 14.09
Chord= 27.13
Chord Brg. S.75°18'30"E. 27.12' (M)
S.75°20'33"E. 27.12' (M)

Curve number 3
Radius= 60.00
Delta= 48°18'33"
Arc= 50.59
Tangent= 26.91
Chord= 49.10
Chord Brg. S.24°09'17"E. 48.98' (M)
S.24°05'57"E. 48.98' (M)

Curve number 2
Radius= 60.00
Delta= 44°33'14"
Arc= 46.66
Tangent= 24.58
Chord= 45.49
Chord Brg. S.70°35'10"E. 45.50' (M)
S.70°43'25"E. 45.50' (M)

Curve number 4
Radius= 60.00
Delta= 43°00'31"
Arc= 45.04
Tangent= 23.64
Chord= 43.99
Chord Brg. S.21°30'15"E. 44.10' (M)
S.21°15'48"W. 44.10' (M)

⊕ = SIR ON PROPOSED POOL CORNER

Leland
DySard, P.L.S.

Digitally signed by
Leland DySard, P.L.S.
Date: 2023.06.26
09:30:37 -04'00'

MEASURED BEARINGS SHOWN ARE BASED
ON STATE PLANE COORDINATES (FLORIDA
EAST ZONE) AS ACQUIRED BY USING GPS
TECHNOLOGY AND IS THE "BASIS OF
BEARINGS". MEASUREMENTS LABELED AS
(G) ARE THE CALCULATED GPS PLAT
BEARINGS.



06/14/2023

NDER
(Y)

IRE AND EMBOSSED SEAL
EASEMENTS OR FREEDOM OF ENCUMBRANCES.
SITE BENCHMARKS REQUIRED FOR CONSTRUCTION
IN WRITTEN FLOOD ZONE DETERMINATION FROM LOCAL PERMITTING,
PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION.

CERTIFICATION :

I HEREBY CERTIFY THIS SURVEY WAS MADE UNDER MY RESPONSIBLE
CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY
THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS
CHAPTER 5J.17.05-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027 FLORIDA STATUTES.

CORP.
& MAPPERS-LB 6569

Y CHIEF: MIKE

3884 PROGRESS AVE., SUITE 104
NAPLES, FL 34104
238-404-7129 239-250-5730
238-250-2795 239-370-1139
9220 BONITA BEACH ROAD, STE 200
BONITA SPRINGS, FL 34135

NOTE:
IN COMPLIANCE WITH F.A.C.
5J-17.052 (2) (d) (4) (E) LOCATION OF
EASEMENTS OR RIGHT-OF-WAY OF RECORD,
OTHER THAN THOSE ON RECORDED PLAT, IS
REQUIRED, THIS INFORMATION MUST BE
FURNISHED TO THE SURVEYOR AND MAPPER.

By: Leland DySard

CLINTON W. FINSTAD, PE, CFM, PLS #2453 LELAND F. DySARD, PLS #3859
MARY E. FINSTAD, CFM, PSM #5901

SURVEY DATE: 06/06/2023

REVISIONS

PROJECT NO:
23-85291-SPC

PHOTO PAGE



F.L.A. SURVEYS CORP. PROFESSIONAL LAND SURVEYORS & MAPPERS - LB 6569		3884 PROGRESS AVE., SUITE 104 NAPLES, FLORIDA 34104	REVISIONS
		9220 BONITA BEACH ROAD, STE. 200 BONITA SPRINGS, FLORIDA 34135	PROJECT NO. 23-85291
DRAWN BY: LFD	PARTY CHIEF:	N/A	

2. " = MINUTES WHEN USED IN A BEARING
3. " = SECONDS WHEN USED IN A BEARING
4. ' = FEET WHEN USED IN A DISTANCE
5. " = INCHES WHEN USED IN A DISTANCE
6. ± = "MORE OR LESS" OR "PLUS OR MINUS"
7. A = ARC DISTANCE
8. AC = ACRES
9. A/C = AIR CONDITIONING PAD
10. AE = ACCESS EASEMENT
11. AF = ALUMINUM FENCE
12. AMUE = AVE MARIA UTILITY EASEMENT
13. B.E. = BUFFER EASEMENT
14. BM = BENCHMARK
15. BOB = BASIS OF BEARING
16. BRG = BEARING
17. C# = CURVE NUMBER
18. C = CALCULATED
19. CB = CATCH BASIN
20. CHB = CHORD BEARING
21. CHD = CHORD
22. CLF = CHAINLINK FENCE
23. CM = CONCRETE MONUMENT
24. CO = CLEAN OUT
25. COL = COLUMN
26. CONC = CONCRETE
27. CPP = CONCRETE POWER POLE
28. CSW = CONCRETE SIDEWALK
29. CTV = CABLE TV RISER
30. CUE = COLLIER COUNTY UTILITY EASEMENT
31. D = DEED
32. DE = DRAINAGE EASEMENT
33. DH = DRILL HOLE
34. DI = DROP INLET
35. ELEC = ELECTRIC
36. EOP = EDGE OF PAVEMENT
37. EOR = EDGE OF ROAD
38. EOW = EDGE OF WATER
39. F = AS LABELED OR FOUND IN THE FIELD
40. F.A.C. = FLORIDA ADMINISTRATIVE CODE
41. FCC = FOUND CROSS CUT
42. FCM = FOUND CONCRETE MONUMENT
43. FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
44. FDH = FOUND DRILL HOLE
45. FFE = FINISH FLOOR ELEVATION
46. FH = FIRE HYDRANT
47. FIP = FOUND IRON PIPE
48. FIR = FOUND IRON ROD
49. FN = FOUND NAIL
50. FND = FOUND
51. FN&D = FOUND NAIL & DISC
52. FPK = FOUND PK NAIL
53. FPK&D = FOUND PK NAIL AND DISC
54. GCE = GOLF COURSE EASEMENT
55. HCP = HANDICAP PARKING
56. IE = IRRIGATION EASEMENT
57. LB = LICENSED BUSINESS
58. LBE = LANDSCAPE BUFFER EASEMENT
59. LE = LANDSCAPE EASEMENT
60. LME = LAKE MAINTENANCE EASEMENT
61. LP = LIGHT POLE
62. M = MEASURED
63. ME = MAINTENANCE EASEMENT
64. MH = MANHOLE
65. N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
66. N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
67. NO ID = NO IDENTIFYING MARKINGS
68. (NR) = NON-RADIAL
69. NTS = NOT TO SCALE
70. OHP = OVERHEAD POWER
71. OHU = OVERHEAD UTILITY LINE
72. O.R. = OFFICIAL RECORD BOOK
73. O/S = OFFSET
74. P = PLAT
75. PBIDE = PELICAN BAY IMPROVEMENT DISTRICT DRAINAGE EASEMENT
76. PC = POINT OF CURVATURE
77. PCC POINT OF COMPOUND CURVATURE
78. PCP = PERMANENT CONTROL POINT
79. PG = PAGE
80. PI = POINT OF INTERSECTION
81. PK = PARKER KALON NAIL
82. PLS = PROFESSIONAL LAND SURVEYOR
83. POB = POINT OF BEGINNING
84. POC = POINT OF COMMENCEMENT
85. PP = POWER POLE
86. PRC = POINT OF REVERSE CURVE
87. PRM = PERMANENT REFERENCE MONUMENT
100. SAT = SATELLITE DISH
101. SDE = STREET DRAINAGE EASEMENT
102. SEC = SECTION
103. SDH = SET DRILL HOLE, NO ID
104. SIR = SET 5/8" IRON ROD WITH LB NUMBER OF CORPORATION
105. SPK&D = SET PK WITH DISC WITH LB NUMBER
106. TBM TEMPORARY BENCH MARK
107. TEL = TELEPHONE FACILITIES
108. TOB = TOP OF BANK
109. TP = TRANSMITTER PAD
110. TWP = TOWNSHIP
111. UE = UTILITY EASEMENT
112. VF = VINYL FENCE
113. VLV = VALVE
114. W = WATER SERVICE
115. WB = WATER BOX
116. WF = WOOD FENCE
117. WPP = WOOD POWER POLE
118. Δ = DELTA OR CENTRAL ANGLE OF CURVE
119. DIMENSIONS ARE IN FEET AND IN DECIMALS THEREOF
120. ELEVATIONS SHOWN HEREON ARE N.A.V.D. UNLESS OTHERWISE STATED
121. ALL PHYSICAL IMPROVEMENTS SHOWN WITHOUT DIMENSIONS ARE FOR INFORMATIONAL PURPOSES ONLY. THAT THEY DO EXIST, BUT WERE NOT NECESSARILY MEASURED IN THE FIELD.
122. NOTE: LEGAL DESCRIPTION IS FROM LATEST DEED OF RECORD UNLESS OTHERWISE NOTED.
123. EASEMENTS AND RIGHT OF WAYS SHOWN ARE PER RECORDED PLAT OR AS FURNISHED BY THE CLIENT
124. FOUNDATION LINE BELOW THE SURFACE OF THE GROUND IS NOT REFLECTED
125. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNDER ANY CONDITION UNLESS OTHERWISE STATED
126. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED
127. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS, AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN
128. THERE ARE NO VISIBLE ENCROACHMENTS EXCEPT THOSE AS DELINEATED ON THIS PLAT OF SURVEY
129. TIES ARE TO FIELD LINES UNLESS OTHERWISE NOTED
130. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR EASEMENTS THAT ARE NOT RECORDED ON SAID PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY
131. FENCES MEANDER ON AND OFF LINE, APPROXIMATE LOCATION ONLY UNLESS STATED OTHERWISE.
132. THE LINES ON THIS SKETCH DO NOT CONSTITUTE OWNERSHIP
133. THE INTENT OF THIS SURVEY IS FOR TITLE TRANSFER ONLY UNLESS STATED OTHERWISE
134. FLORIDA STATUTE 61G17-6.004: TWO SITE BENCHMARKS ARE REQUIRED FOR CONSTRUCTION.
135. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
121. F.E.M.A. FLOOD HAZARD MAPPING: THIS DATE PRODUCT WAS NOT DESIGNED TO MAKE PRECISE IN/OUT FLOOD RISK DETERMINATIONS. THIS PRODUCT IS NOT SUITABLE FOR ENGINEERING APPLICATIONS AND CANNOT BE USED TO DETERMINE ABSOLUTE DELINEATIONS OF FLOOD BOUNDARIES. CALL 1-877-FEMAMAP OR EMAIL A MAP SPECIALIST AT WWW.FEMA.ORG/MT/TSDFQ-MAP17.HTM
137. PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM LOCAL PERMITTING, PLANNING AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION
138. IN COMPLIANCE WITH F.A.C. 61G17-6.0031 (4) (E) - IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLAT, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.
139. IF APPLICABLE, FENCES SHOWN MEANDER ON OR OFF LINES (APPROXIMATE LOCATION ONLY)
140. ARCHITECTURAL FEATURES, SUCH AS FURRING STRIPS, SIDING, CORNICES, STUCCO, ETC., OUTSIDE THE LINE OF THE STRUCTURE HAVE BEEN TAKEN INTO ACCOUNT WHEN GIVING TIES FROM THE STRUCTURE TO THE LOT LINES.
141. ATTENTION IS DIRECTED TO THE FACT THAT THIS SURVEY MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE DUE TO REPRODUCTION. THIS SHOULD BE TAKEN INTO CONSIDERATION WHEN OBTAINING SCALED DATA.



The Quarry Construction/Pool Application UPDATED 7/12/2023

Use this application for Structural Changes, Home Additions/Rebuilds and Pool Requests
 Submit Application and Required Items to: The Quarry Community Association, Kayak Drive, Naples FL 34120

Property Address: 9405 Copper Canyon Ct.
 Owner Name: Laura & Jim Mulgrew Owner's Cell: 563-590-0092
 Owner's Email: jmulgrew91@gmail.com

Contact the management office with questions at 239-348-7326 (Opt 1) or at 8975 Kayak Drive.

Office use only

Association Stamp with date when submitted and signed:

Application has been initiated with Required Items attached.
 e.g. site plan, sec deposit, photos, ins cert, etc. additional items may be submitted as requested.

Stage 1 Pre-Application Construction Meeting Date: _____ (Not required for Pools)

____ Approved to Move to Stage 2 ____ Not Approved ____ More Information Needed

Date: _____ Signature: _____

Does project require a CDD variance agreement? ____ If Yes, is the \$500 fee collected + paperwork attached? Yes ____ No ____
 Does project require HOA Architectural Review? ____ If Yes, is \$350 fee collected? Yes ____ No ____
 Does project require Damage Deposit(s)? ____ If Yes, how much? _____ collected? Yes ____ No ____

Stage 2: Application: Site Plan, Footprints, Elevations, Renderings and Engineering Plans

Approved to Move to Stage 3: Date: _____ Signature: _____

Stage 3: Construction: Additional Applications as required/Change Requests as Needed: Note Applications & da

Stage 4: Final Completion: ADS changes as needed, if any, and Project Approval

Owner to complete: Check Scope of Work (* Indicates Deposit Required):

Mark all projects you will be completing:

☐ *Home Rebuild/Addition ☒ *Pool Addition ☒ *Lanai Expansion ☐ *Garage Addition

Mark the following areas that will be affected by your project: each marked item will need information on your application or an additional application, depending on detail/vendor, etc. or as requested by the MC.

- ☐ Doors/Windows
- ☐ Driveway/Roof/Gutters/Downspouts
- ☒ Patio/Walkway
- ☒ Lanai Screen Enclosure
- ☒ Landscaping (adding/removing trees; changing beds—attach before & after site plans)
- ☐ Exterior Paint
- ☐ Stone Siding Addition/Removal/Color Change (sample required)

By Initialing you Confirm you are not using the same body paint color as a neighbor directly to your right or left. _____

Jan Color scheme #: _____ House body color: _____ trim: _____ garage door: _____ front door: _____
 Shutters: _____ Other areas (specify where + color): _____
 Do you have a storm/secondary door? _____ If yes, will you be painting it? _____ if so, what color? _____
 Will you be painting your gutters + downspouts? _____ if Yes, what color: gutters _____ downspouts _____
 Other: specify _____

Depending on Size+Scope of your Project the MC may approve your application in stages:

Stage 1: For Rebuilds and Expansions it is recommended that you set up a "pre-application" meeting to discuss your project and determine what is required for the application process. This gives you the opportunity to run your project ideas past the MC and get valuable feedback prior to hiring architects and engineers.

Stage 2: Application submitted. Until an official application is submitted the MC cannot give any approvals. Once you've entered Stage 2 with your Project, the MC can begin to give official approvals. Stage 2 focuses on your site plan, existing and proposed footprints, existing and proposed elevations of all structures, renderings and engineering plans; all may be required at this stage, please reference your approval letter. The QCA may require that your Project be reviewed by QCA Legal and/or a QCA Engineer/Architect—if this is the case an additional application fee will be collected. Once official written approval from the HOA is received in Stage 2 you may move forward with permitting and your Stage 3 applications. Copies of your permit applications must be submitted to the Community Association Manager (CAM) to ensure what has been approved is what is submitted to the County. Construction updates will be due to the CAM by the 5th of each month to be reported at the monthly MC meetings. The CAM and MC will use these reports to keep the community up to date on your construction progress.

Stage 3: Applications include: roof, color scheme, gutter approvals, lanai cage, materials, hardscaping, landscaping change approvals, etc. The MC may ask for additional information during Stages 2 and 3 which may require updated application information and/or additional applications. It is also in Stage 3 that you will be in the building process so any changes that your Project needs shall be resubmitted immediately to assist with a smoother process. The process is unique to each Project. You will be in Stage 3 for a while.

Stage 4: Final approval. The QCA/MC will give specific written approvals along the way in Stage 2 and 3. **You may not move forward with any change without written approval.** The MC reserves the right to request minor changes and applications as needed up through final completion to ensure all ADS are met.

Describe Scope of Work: (See Required Items and attach more information as necessary)

New Pool and adding area for lanai
- Adding New Pavers to replace old ones out to boat dock - Adding required things to help water flow
Estimated Start Date: ASAP **Estimated Completion Date:** ASAP

Required Items (attach if applicable): Applications shall be considered by the Modification Committee (MC) only after **all Required Items and deposits have been received.**

- o Contractor/Owner shall pay a \$10,000 refundable damage deposit.
- o Pictures (required for all applications) include before and, if possible, proposed after pictures.
- o Site Plan showing property lines, easements and location of work. **Include accurate measurements.**
- o Exterior Paint colors. Specify body, trim, garage, shutters, front door, gutters and downspout colors from approved Color list. If staining stone siding, sample required.
- o Sketch of Work (Landscaping applications shall include a before picture and after designs showing the names of plants and accurate dimensions). Sketches should always be submitted on site plans showing lot lines, easements, etc.
- o Renderings from all sides and overhead.
- o Floor Plans; Irrigation, Drainage and Certification Plans; Screen Enclosure Plans. Community Irrigation Letter
- o Pool Plans (shall include landscaping plan, pool enclosure plan and irrigation letter).
- o Stone/Tile samples, pictures of Sculptures/Fountains with measurements, etc.
- o Any information that may assist the MC in completing the approval process.

Recommended Contractor's Insurance: 1) bodily injury and property damage liability insurance in the amount of at least \$1,000,000 per occurrence, 2) automobile liability insurance in the amount of \$1,000,000 per occurrence, 3) statutory worker's compensation insurance and 4) employer's liability insurance in the amount of \$1,000,000. Contractor shall maintain all insurance in force for the duration of the Work. In addition to the above, in the event the Scope of Work covered by this Application includes masonry, concrete, pool installation, roof replacement, tree removal, pool/screen enclosure replacement or the installation of a generator and/or propane tank contractor shall provide the following additional coverage provisions on their commercial general liability, umbrella liability, and automobile liability policies, providing that 1) both the Owner and The Quarry Community Association, Inc. are named as additional insured, 2) insurance shall be primary and non-contributory, and 3) in the event any policy is cancelled or terminated, insurer will provide statutory notice. The endorsements shall identify the Owner's address where the work is to be performed.

The Owner is strongly encouraged to require all persons or entities doing work on their property to obtain the aforementioned insurance coverages but regardless of any insurance coverage Owner acknowledges and agrees that:

JA (Initial) Pursuant to Section 7.3.3 of the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Quarry:

Any damage to the Common Area or any structures, equipment, improvements or personal property thereon caused in whole or in part by an Owner or their family members, guests, tenants, licensees, and invitees shall be the responsibility of the Owner who shall reimburse the Community Association for all costs of repair or replacement, at the sole option of the Community Association, together with a reasonable allocation of overhead incurred. The Community Association shall not be required to delay repair or replacement pending receipt by Owner of any insurance proceeds.

JA (Initial) Indemnification:

To the fullest extent permitted by law, the Owner agrees to indemnify and hold harmless the Association, its directors, officers, members, agents and employees from and against all claims, damages, injuries, death, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work approved pursuant to this Application.

Work Rules and Procedures:

- All required county permits shall be obtained and displayed by Owner prior to beginning work.
- Owner shall be responsible for notifying Association Manager prior to commencing any excavation work.
- Prior to submitting a drawing of any modification or alteration that may affect the irrigation system, Owner shall contact the Association's Irrigation Vendor to identify any irrigation or utility lines in the path of excavation. Owner shall obtain a letter from the current Irrigation Vendor either: 1) confirming there are no irrigation or utility lines in the excavation path; or 2) confirming that the Irrigation Vendor shall relocate existing irrigation lines at the expense of the Owner. The Owner shall contact utilities to relocate their lines, as necessary. **Owner SHALL USE Association's Irrigation Vendor.**
- Association common areas, including roadways, shall not be used for short or long term storage of materials. Excavated soil or rock shall not be placed on a roadway surface or any common areas. All waste, soil or rock, excess materials, fill, etc. shall be removed from the property within 48 hours. Use of any property other than Owner's lot where the work is being performed shall not be permitted.
- All work shall be performed by an insured and licensed contractor. Owners and contractors shall comply with all applicable codes and regulations and all required permits shall be obtained at Owner's expense.
- Owner shall repair and return all areas affected by construction to their original condition.
- All current and future maintenance of the work completed under this application shall be performed at the Owner's expense.
- Owner shall have permanent responsibility to maintain and trim all approved landscape modifications. No landscape materials may encroach on neighboring lots or common areas.
- Pool heaters, satellite dishes, generators, propane tanks, and all other ground-based equipment or structures shall be screened from view with hedge plantings (i.e. Hibiscus, Eugenia or Viburnum) 30" high, planted 18" on center and then maintained at a minimum of 42" high.
- If at any time in the future, any legal/regulatory agency requires modification of the work covered by this application such work shall be done by the Owner at Owner's expense.
- Each homeowner shall be responsible for ensuring that improvements to his or her property do not improperly encroach on any property subject to an easement or another's property. **Per the Quarry CDD Counsel:**

"Notably, the Quarry Community Development District ("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., walkways, docks, landscaping, sprinklers, patios, decks, air conditioners, pools, drainage outfalls) 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.) The homeowner agrees that the CDD may remove at the homeowner's expense any such improvements encroaching on CDD easement areas, and the homeowner shall be responsible for any legal fees and costs necessary for the CDD to enforce the terms of this application as it relates to CDD easement areas. The CDD may in its sole discretion elect to grant limited variances in certain circumstances, and the homeowner is responsible for obtaining any such variance from the CDD prior to the start of any construction."

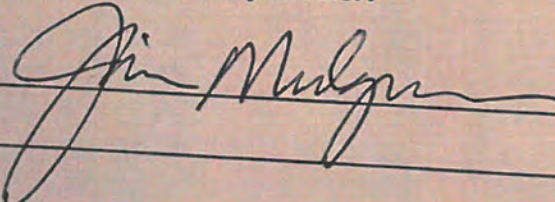
- Structures shall not encroach on any easements.
- Owner is solely responsible for ensuring hurricane shutter installations satisfy county code. Permanently attached portions of the shutters shall match the body or trim color of the house.
- Owners who start construction without required permits or Association approval shall be issued a stop work order, may be fined including legal fees, and shall not be permitted to resume work until fines and legal fees have been paid and Association approval received. In the event approval is not achieved, Owner must return property to its then original status at Owner's expense.

- Other than roadways to access the Owner's lot and house, Owners, Owner's agents or their contractors shall not use any portion of Association common areas or lots owned by others to stage equipment or materials or to perform work approved by the Association.
- A certificate of completion and final inspection and approval by the Association shall be required as a condition for the return of refundable deposits paid by Owner or contractors.

General Conditions

1. All work under this application shall be subject to requirements of the Covenants, Conditions and Restrictions (CC&Rs) and Bylaws of the Quarry Community Association, Inc., and applicable Rules and Regulations and the Architectural Design Standards. The Association reserves the right to request additional information and charge additional fees or deposits, not otherwise specified on this application.
2. Owner agrees to and shall complete alteration/modification/pool work in accordance with this application. If approved work has not commenced within twelve months of the original approval date, this application shall be considered to be withdrawn and a new application shall be required if the Owner desires to later proceed with the work. **Also, any changes to approved work in progress shall require the Owner to obtain advance written approval from the Association.**
3. In the Association's sole judgment, any work that does not conform to the provisions of the approved application may be required to be redone and/or the Owner shall be subject to Compliance provisions of the CC&Rs, including fines and sanctions, as imposed by the Association. Any work that is not completed within 90 days after the Estimated Completion Date may also be subject to Compliance provisions. Owners may request extensions of approved completion dates. However, granting extensions of completion dates shall be at the sole discretion of the Association.
4. All work must comply with the provisions of the current Architectural Design Standards regardless of any MC approval of the documents submitted by Owner either with this Application or otherwise
5. **The Association has 45 days to complete its review of each Stage of this application.** The 45 day review period does not begin until the COMPLETED and signed application, including Deposits and Required Items, is received by the Association. The 45 day review period resets with the receipt of any and each MC request for information. The Application must be signed by the OWNER. All correspondence related to the application shall be sent only to OWNER, unless OWNER provides written authorization to send correspondence to Contractor. Any request by the MC for more information will restart the review process timing once requested information is received.
6. **By signing below you are indicating that you understand you must wait for receipt of your written approval of the application before beginning the foregoing alteration(s).**
7. All work covered by this application shall be subject to a final completion inspection and approval by the Association, per Article 13.5 of the CC&Rs with right of entry and inspection upon property.
8. MC approval should not be taken as any certification as to the construction worthiness or structural integrity of the change you propose. In addition, any changes that affect the Surfacewater and/or Stormwater systems in the community in any way, will require the current Lot owner to mitigate the damages and correct the defect to the satisfaction of the QCA and/or CDD to avoid future situations.

Acknowledged and Agreed to by Owner:

Owner's
Signature(s):  Date 9/7/23
Signature(s): _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Olin Hill & Associates Inc. 2804 Del Prado Blvd #107 Cape Coral FL 33904		CONTACT NAME: PHONE (A/C, No, Ext): 239-945-1900 FAX (A/C, No): 239-945-3163 E-MAIL ADDRESS: derek@olinhill.com		
INSURED Matrix Home Solutions of SWFL LLC dba Pillar Residential Services, LLC 1501 Rail Head Blvd Naples FL 34110		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Specialty Builders Ins. Co.		16826
		INSURER B : American Builders Insurance Co		11240
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 1738243725

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLP034625100	2/17/2023	2/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A	WCV034626500	2/17/2023	2/17/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Quarry Community Associates
8975 Kayak Drive
Naples FL 34120

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Date: **June 12, 2023**

RE: Irrigation Re-route for: **9405 Copper Canyon**
Billie Joe,

Please be advised Down to Earth Landscape & Irrigation will be providing an *Irrigation Re-route* due to Pool Renovation/Landscape Modification at the address above.

Should you have any questions, please contact our Office at the number listed below or your Account Manager on site: **Sonia Carlo** at 239-919-7088 or sonia.carlo@down2earthinc.com.

Thank you,

Beatrice Ramirez

Beatrice Ramirez
Fort Myers Office Manager
16911 Gator Rd. St. B
Fort Myers, FL 33912
Office | 239-561-9184 Fax | 941-803-2896



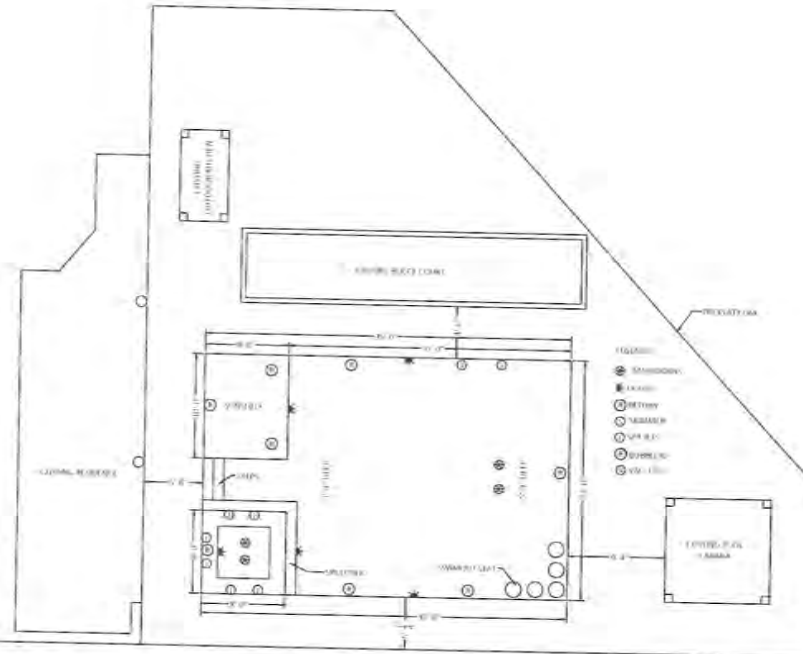
POOL PLAN

SCOPE OF WORK:
- RESIDENTIAL SWIMMING POOL ENGINEERING
(POOL NOT DESIGNED FOR DIVING)

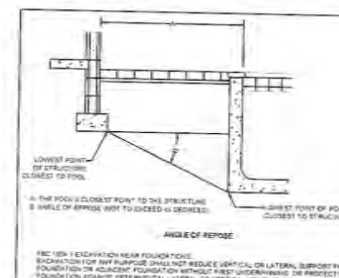
This item has been electronically signed and sealed by Craig E. Gunderson on date below using a Digital Signature. Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



Digitally signed by Craig E Gunderson
Date: 2022.08.29
12:55:15 -04'00'



ENTRY: NOT REQUIRED AT THE SHALLOW END AND DEPEND UPON VERTICAL CLEARANCE. IF REQUIRED, ENTRY SHALL BE 24" MIN. CLEARANCE WITH 12" MIN. RADIUS. ENTRY SHALL BE 24" MIN. CLEARANCE WITH 12" MIN. RADIUS. ENTRY SHALL BE 24" MIN. CLEARANCE WITH 12" MIN. RADIUS.



ANY GLAZING WITHIN 4 FT. OF POOL SHALL BE SHATTER-RESISTANT GLAZING.

GLAZING SHALL BE SHATTER-RESISTANT GLAZING.

GLAZING SHALL BE SHATTER-RESISTANT GLAZING.

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GLAZING SHALL BE SHATTER-RESISTANT GLAZING.

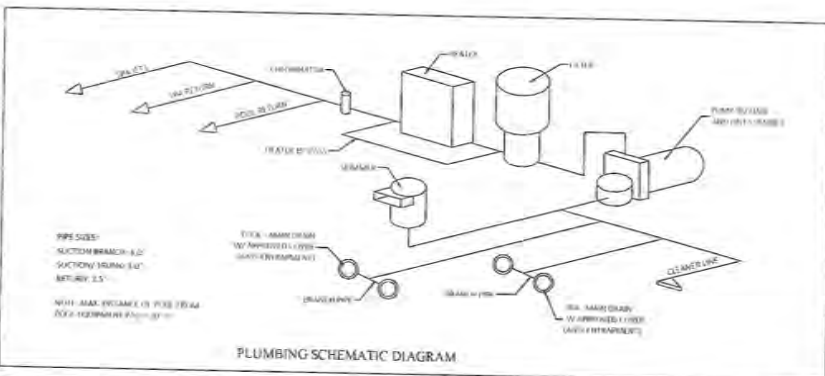
GLAZING SHALL BE SHATTER-RESISTANT GLAZING.

GLAZING SHALL BE SHATTER-RESISTANT GLAZING.

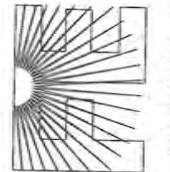
GLAZING SHALL BE SHATTER-RESISTANT GLAZING.

GLAZING SHALL BE SHATTER-RESISTANT GLAZING.

GLAZING SHALL BE SHATTER-RESISTANT GLAZING.



FLORIDA ENGINEERING LLC
4161 TAMiami TRAIL, UNIT 101
PORT CHARLOTTE, FLORIDA 33952
(941) 391-5980
www.flengineeringllc.com



CONTRACTOR:
BUILDERS SERVICES SWF
1301 RAILHEAD BLVD
NAPLES, FL 34110

PROJECT ADDRESS:
MILGREW
9405 COPPER CANYON CT,
NAPLES, FL 34120

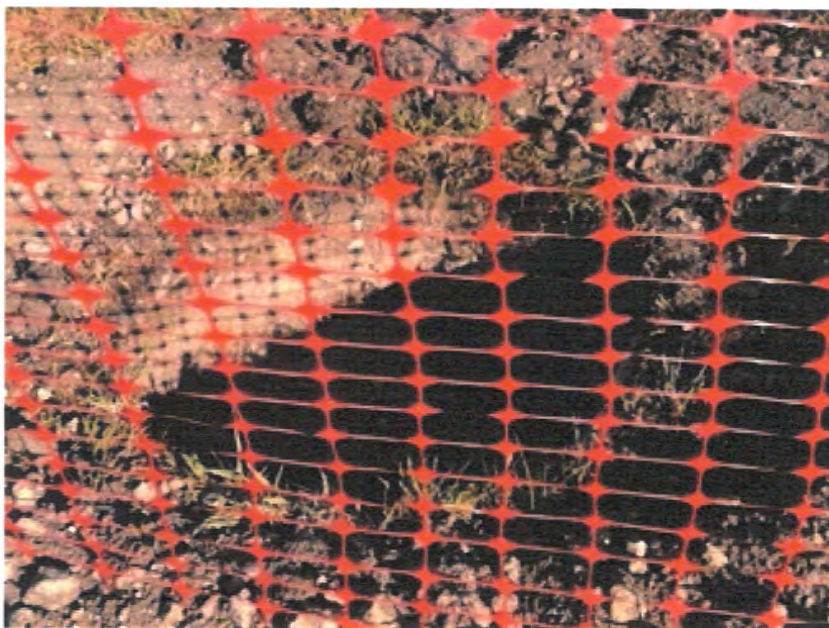
DESIGN DATE:	08/11/2022
REVISION 1:	REV D1
REVISION 2:	REV D2
DRAWN BY:	PD
SCALE:	NTS
PAGE:	2

PROJECT NO. 2222010

CA CERT #30762









7G.

From: Dean Britt <dbritt@quarrycdd.org>
Sent: Friday, January 19, 2024 8:07 AM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Cc: Lopez, Albert J. <alopez@cphcorp.com>
Subject: Re: QCDD-RE: Second Request for Required Compliance Items

Don't expect to do a reply all
Justin, please add this to the agenda, engineer report
Albert, need an update, with documentation of whats left, what communication is done
and who will take care of it and when

From: Faircloth, Justin <justin.faircloth@inframark.com>
Sent: Thursday, January 18, 2024 12:44 PM
To: Lopez, Albert J. <alopez@cphcorp.com>; Yang, Ah <ah.yang@usbank.com>
Cc: Mendenhall, Andrew <andy.mendenhall@inframark.com>; Popelka, Leah <leah.popelka@inframark.com>; MacGregor, Sandra <Sandra.MacGregor@inframark.com>; Robertson, Kerrian <kerrian.robertson@inframark.com>; Inguanzo, Sergio <sergio.inguanzo@inframark.com>
Subject: RE: QCDD-RE: Second Request for Required Compliance Items

Thank you Albert.

Ah, if you require anything further please let me know.

Sincerely,
Justin

Justin Faircloth | CAM, CDM | District Manager



239.785.0675 | www.inframarkims.com

SUPERVISORS, PLEASE DO NOT REPLY TO ALL AS THIS COULD BE A VIOLATION OF THE FLORIDA SUNSHINE PROVISIONS.

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From: Lopez, Albert J. <alopez@cphcorp.com>
Sent: Thursday, January 18, 2024 12:43 PM
To: Faircloth, Justin <justin.faircloth@inframark.com>; Yang, Ah <ah.yang@usbank.com>
Cc: Mendenhall, Andrew <andy.mendenhall@inframark.com>; Popelka, Leah <leah.popelka@inframark.com>; MacGregor, Sandra <Sandra.MacGregor@inframark.com>; Robertson, Kerrian <kerrian.robertson@inframark.com>; Inguanzo, Sergio <sergio.inguanzo@inframark.com>
Subject: RE: QCDD-RE: Second Request for Required Compliance Items

Justin,

The project has not been completed to date. an extension will be required.

Regards,

Albert Lopez

BRANCH MANAGER – FORT MYERS, FL

alopez@cphcorp.com

o 239.332.5499 c 386.518.9175



BUILDING STRONGER COMMUNITIES TOGETHER

From: Faircloth, Justin <justin.faircloth@inframark.com>

Sent: Thursday, January 18, 2024 12:18 PM

To: Lopez, Albert J. <alopez@cphcorp.com>; Yang, Ah <ah.yang@usbank.com>

Cc: Mendenhall, Andrew <andy.mendenhall@inframark.com>; Popelka, Leah <leah.popelka@inframark.com>; MacGregor, Sandra <Sandra.MacGregor@inframark.com>; Robertson, Kerrian <kerrian.robertson@inframark.com>; Inguanzo, Sergio <sergio.inguanzo@inframark.com>

Subject: QCDD-RE: Second Request for Required Compliance Items

Importance: High

Good afternoon,

Albert, Ah Yang with US Bank, is inquiring about the completion certificate for bond series 2020. Would you please respond accordingly? I am not exactly sure what the bank is requesting here, but if they are inquiring about the construction account and the current project then obviously this work has not been completed and additional work remains to be decided by the Board and according to the requirements we have 5 yrs. to decide on the final distribution of the FEMA monies deposited in the construction account. See the highlight in the email below, I have also included the contact information for you below. Would you also please copy the group on your reply? I have left a voicemail for Ah Yang as well and I am waiting to hear back.

Account: Quarry Community Development District Special Assessment Refunding Bonds, Series 2020

Account Number: 258424***

Item	Document Reference	Due Date
Completion Certificate	Master Trust Indenture - Section Definition	12/21/2023

Ah Yang
Trust Review Analyst
U.S. Bank Trust Company National Association
Telephone: 651-466-6339
Email: ah.yang@usbank.com

Sincerely,
Justin

Justin Faircloth | CAM, CDM | District Manager



239.785.0675 | www.inframarkims.com

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From: Inguanzo, Sergio <sergio.inguanzo@inframark.com>
Sent: Monday, January 8, 2024 2:35 PM
To: Yang, Ah <ah.yang@usbank.com>; MacGregor, Sandra <Sandra.MacGregor@inframark.com>; Robertson, Kerrian <kerrian.robertson@inframark.com>
Cc: Mendenhall, Andrew <andy.mendenhall@inframark.com>; Faircloth, Justin <justin.faircloth@inframark.com>; Popelka, Leah <leah.popelka@inframark.com>
Subject: RE: Second Request for Required Compliance Items

I am waiting from the DM on Quarry.

Thank you,

Sergio Inguanzo | District Accountant



210 N. University Dr, Suite 702 | Coral Springs, FL 33071
(O) 954.753.7837 | www.inframarkims.com

From: Yang, Ah <ah.yang@usbank.com>
Sent: Monday, January 8, 2024 2:34 PM
To: MacGregor, Sandra <Sandra.MacGregor@inframark.com>; Robertson, Kerrian <kerrian.robertson@inframark.com>; Inguanzo, Sergio <sergio.inguanzo@inframark.com>
Cc: Mendenhall, Andrew <andy.mendenhall@inframark.com>; Faircloth, Justin <justin.faircloth@inframark.com>; Popelka, Leah <leah.popelka@inframark.com>
Subject: RE: Second Request for Required Compliance Items

Hi Sandra,

The attachments that you have provided it not the required compliance items that was listed below. The email below is requesting for the Completion Certificate for the projects account.

If both projects are completed for Chapel Crossing and Quarry, please provide the completion certificate from the Consulting Engineering. If the projects are not completed, please confirm that it's not completed and I can extend the required completion certificate to another year.

Please let me know if you have any questions.

Thank you,

Ah Yang

Officer | Corp Trust Review Analyst

O: 651-466-6339 | M: | ah.yang@usbank.com

U.S. Bank

West Side Flats St Paul

USPS & Interoffice Mail: [1200 Energy Park Dr, Saint Paul, MN 55108](#) | EP-DM-TRGR

Delivery Services: [60 Livingston Ave, Saint Paul, MN 55107](#) | EP-MN-WS3C | usbank.com

From: MacGregor, Sandra <Sandra.MacGregor@inframark.com>

Sent: Thursday, January 4, 2024 1:53 PM

To: Robertson, Kerrian <kerrian.robertson@inframark.com>; Inguanzo, Sergio <sergio.inguanzo@inframark.com>

Cc: Mendenhall, Andrew <andy.mendenhall@inframark.com>; Faircloth, Justin <justin.faircloth@inframark.com>; Popelka, Leah <leah.popelka@inframark.com>; Yang, Ah <ah.yang@usbank.com>

Subject: [EXTERNAL] RE: Second Request for Required Compliance Items

[WARNING] Use caution when opening attachments or links from unknown senders.

Is this what you are looking for?

Sandra MacGregor | Accountant II



210 N. University Drive | Suite 702 | Coral Springs, FL 33071
(O) (954) 753-4452 | www.inframarkims.com



From: Robertson, Kerrian <kr Robertson@inframark.com>
Sent: Thursday, January 4, 2024 2:33 PM
To: MacGregor, Sandra <Sandra.MacGregor@inframark.com>; Inguanzo, Sergio <sergio.inguanzo@inframark.com>
Cc: Mendenhall, Andrew <andy.mendenhall@inframark.com>; Faircloth, Justin <justin.faircloth@inframark.com>; Popelka, Leah <leah.popelka@inframark.com>; Robertson, Kerrian <Kerri.Robertson@Inframark.com>; Yang, Ah <ah.yang@usbank.com>
Subject: FW: Second Request for Required Compliance Items

Sandra/Sergio:

The bank is asking for the completion certificates for bond series 2020; please see below. If you need an extension, please let Ah know.

Thanks,
-Kerri

Kerri Robertson, MBA | Treasury Analyst



210 N. University Drive, Suite 702 | Coral Springs, FL 33071
(O) 407-566-4376 | (C) 954-422-6335 | www.inframarkims.com

From: ah.yang@usbank.com <ah.yang@usbank.com>
Sent: Thursday, January 4, 2024 12:06 PM
To: Robertson, Kerrian <kr Robertson@inframark.com>
Subject: Second Request for Required Compliance Items

WARNING: This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

Dear Kerrian Robertson:

Our records indicate that the following item(s) previously requested for the below account(s) has not been received:

Account: Chapel Crossings Community Development District Capital Improvement Revenue Bonds Series 2020

Account Number: 214400***

<u>Item</u>	<u>Document Reference</u>	<u>Due Date</u>
Completion Certificate	Master Trust Indenture - Section Definition	12/15/2023

Account: Quarry Community Development District Special Assessment Refunding Bonds, Series 2020

Account Number: 258424***

<u>Item</u>	<u>Document Reference</u>	<u>Due Date</u>
Completion Certificate	Master Trust Indenture - Section Definition	12/21/2023

If the requested item(s) has been sent, you may disregard this email.

Please send your item(s) to us electronically in an unalterable portable document format (pdf).

We appreciate your attention to this matter. Please contact me at the telephone number or email address below to discuss any questions or concerns you may have regarding the content of this email. You may also contact your Relationship Manager, Leanne Duffy, at 407-835-3807.

Sincerely,
 Ah Yang
 Trust Review Analyst
 U.S. Bank Trust Company National Association
 Telephone: 651-466-6339
 Email: ah.yang@usbank.com

U.S. Bank Confidential

U.S. BANCORP made the following annotations

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U.S. BANCORP made the following annotations

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TENTH ORDER OF BUSINESS

10A

RESOLUTION 2024-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING STORMWATER MANAGEMENT RULES AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Quarry Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Collier County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt the Stormwater Management Rules and Policies for The Quarry Community Development District, a copy of which is attached hereto as Exhibit A, on _____, 2024, at _:_:___ .m., at Quarry Golf Club, 8950 Weathered Stone Drive, Naples, Florida 34120.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of March 2024.

ATTEST:

**QUARRY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

**STORMWATER MANAGEMENT
RULES AND POLICIES
FOR
THE QUARRY COMMUNITY DEVELOPMENT DISTRICT**

Section 1. Short Title, Authority and Applicability

a. This document shall be known and may be cited as the “Stormwater Management Rules and Policies for The Quarry Community Development District”.

b. The Board of Supervisors (the “Board”) of The Quarry Community Development District (the “District”) has the authority to adopt rules and policies pursuant to Chapter 190 of the Florida Statutes, as amended.

c. These rules and policies shall be applicable to all those property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the master stormwater management system operated by the District.

d. It is intended that these Rules will be administered in conjunction with the ~~Gutter, Downspout, and Drainage Standards~~ Architectural Design Standards (“Standards”) published and enforced by the Modification Committee of the Quarry Community Association, as may be amended from time to time. The Standards have been developed ~~jointly~~ by the Quarry Community Association (“Association”) ~~and the District~~ to meet both the aesthetic needs of the Association as well as the functional needs required by the District to significantly limit erosion and washout to lake banks which may affect the proper operation of the Master Stormwater System (defined herein). A copy of the Standards may be obtained ~~on the District’s website at quarryedd.org from~~ the Association at _____.

Section 2. Background, Intent, Findings and Purpose

a. The District was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various public improvements, facilities and services within its jurisdiction. The purpose of these rules and policies (individually, each a “Rule” and collectively, the “Rules”) is to describe the various policies of the District relating to stormwater management.

b. Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.

c. A Rule of the District shall be effective upon adoption by affirmative vote of the Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also

complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

d. The District is the operating entity responsible for the long-term operation and maintenance of the master stormwater management system servicing the property located within the boundaries of the District (the “Master Stormwater System”). The District owns certain real property and other improvements which comprise the Master Stormwater System. Stormwater lakes, ponds, control structures, lake interconnect piping, littoral plantings and natural wetlands are all integral parts of the Master Stormwater System. The owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly. The failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could result in significant damage or harm to real property, personal property, and/or homes within the District.

e. The Master Stormwater System is permitted through South Florida Water Management District (“SFWMD”) and Collier County, and the regulations of such governmental bodies control the design, operation and use of the Master Stormwater System. Notwithstanding the same, consistent with the regulations of such entities there are certain practices and actions that can be controlled to enhance the effectiveness of the Master Stormwater System and improve the overall function and aesthetic value of the Master Stormwater System.

f. Runoff from normal rain events, tropical storms, and hurricanes originating from impervious surfaces such as roofs, gutters, and downspouts, may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System. Based upon the District’s prior experiences, undertaking corrective action for such events may result in the District expending significant sums of money to restore the Master Stormwater System (including lake banks) to maintain compliance with applicable permits and ensure public safety. These Rules are intended to establish rules and policies relating to the installation and use of gutters and downspouts and other forms of drainage on privately owned property within the District (“Lot Outfall Improvements”) which are discharging via overland flow or directly into the District’s lakes and wetlands. These Rules serve three goals: (1) reducing and/or spreading out the volume of water flowing from an owner’s property toward the lakes and wetlands within the District; (2) reducing the velocity of water flowing from an owner’s property toward the lakes and wetlands; and (3) maintaining compliance with applicable SFWMD and Collier County permits and regulations.

Section 3. Gutters and Downspouts

a. Installation or Modification of Gutters or Downspouts Generally.

i. Drainage patterns for each property within the District shall be consistent with the approved SFWMD permit for the subject property. In the event the drainage pattern, direction or outfall from a particular property is proposed to be altered or is currently inconsistent with the approved SFWMD permit and all appurtenant permit modifications, then a modification to the applicable SFWMD permit may be required. All permitted cross sections and grade elevations

shall be maintained in accordance with~~per~~ the SFWMD permit unless and until a modification is approved.

ii. The installation or modification of Lot Outfall Improvements on a home, condominium building or other structure (“Structure”) within the District shall be subject to the rules set forth herein and also subject to the Standards.

iii. ~~In Any Lot Outfall Improvements on property adjacent to a District surface water retention pond/lake shall be designed such that all storm water runoff emanating from the Lot Outfall Improvements will be collected and routed to pipes, collection boxes, and other drainage improvements located on District Property (“District Outfall Improvements,” and together with the Lot Outfall Improvements the “Outfall Improvements”) by a method consistent with the Standards and applicable permitting as deemed necessary by the District, as set forth in more detail in subsection (iv) below, order to prevent erosion and washouts upon the banks and shorelines of the District’s surface water retention ponds/lakes, caused by storm water runoff emanating from gutter and downspout discharge, or runoff from any impervious structure such as but not limited to, roof tops, driveways, patios, or outbuildings, any Lot Outfall Improvements on property that is adjacent to a surface water retention pond/lake that may potentially require a drainage connection system to collect and properly discharge storm water runoff to avoid erosion and washouts, as deemed necessary by the District, as set forth in more detail in subsection (iv) below, shall be designed such that all water runoff will be collected and routed to pipes, collection boxes and other drainage improvements located on District Property (“District Outfall Improvements,” and together with the Lot Outfall Improvements the “Outfall Improvements”) by a method consistent with the Standards and applicable permitting.~~ Attached hereto and made a part hereof as “Exhibit A” are example concepts showing various methods within the District of collecting stormwater runoff and illustrating the intrusion of the Outfall Improvements into the adjacent lake to discharge the stormwater. As reflected in each of the attached examples, all outfalls from the Outfall Improvements into the lake shall be installed below the control elevation of the lake. All drainage design plans for Outfall Improvements are to be consistent and compliant with existing permits, rules and regulations. As the District is the owner of the adjacent lake property, no intrusion of Outfall Improvements into a lake shall be permitted without the prior review and approval of the District. Further, each example of Outfall Improvements has a defined connection point (the “Connection Point”) to delineate the separation of maintenance responsibility of the District and the ~~owner~~ Association. ~~While the District will be responsible for the inspection of all Outfall Improvements,~~ The District will be responsible for maintenance of only the improvements below the Connection Point and the ~~owner~~ Association will be responsible for maintenance of improvements above the Connection Point.

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iv. The District shall periodically identify properties within its boundary (“Drainage Properties”) on which the installation and/or modification of Lot Outfall Improvements or connections to District Outfall Improvements are determined to be necessary in order to significantly limit washouts and erosion to lake banks which may affect the proper operation of the Master Stormwater System. The Drainage Properties shall be identified by the District Engineer with the approval of the District’s Board of Supervisors. The District Manager shall maintain records identifying the location of the Drainage Properties. The Association has agreed to use all due diligence and enforcement mechanisms at its disposal in order to facilitate the

District's installation ~~and or modification~~ of Lot Outfall Improvements on the Drainage Properties. The District shall pay for the costs to initially install and/or initially modify the Lot Outfall Improvements on the Drainage Properties, however, thereafter the ~~owners of the Drainage Properties~~ Association will be responsible for maintenance of the Lot Outfall Improvements above the Connection Point.

b. Homes and Buildings Identified as Drainage Properties.

i. Compliant Existing Lot Outfall Improvements. If a Structure on a Drainage Property has existing Lot Outfall Improvements which meet the Standards and these Rules and if District Outfall Improvements have already been permitted and installed adjacent to the Drainage Property, the District shall coordinate with the Association to ensure that the existing Lot Outfall Improvements are connected to the District Outfall Improvements. The District will review whether any additional permitting through SFWMD and/or Collier County is required to connect the existing Lot Outfall Improvements to the District Outfall Improvements. If additional permitting is required, then the District shall be responsible for the cost and expense of any additional planning, design, engineering and permitting required for the connection. The District shall be responsible for all costs and expenses relating to the connection to the existing Lot Outfall Improvements. ~~The District shall enter into a temporary license agreement in substantially the form attached hereto as "Exhibit B" (the "License Agreement") with the owners of the Drainage Properties to allow for access to the property in order to connect the existing Lot Outfall Improvements to the District Outfall Improvements.~~ Once the connection is made, the District shall be responsible for maintenance of only improvements below the Connection Point and the ~~Property Owner (or the property owner's successor in title)~~ Association will be responsible for maintenance of improvements above the Connection Point. The ~~Property Owner~~ Association is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

ii. No Compliant Lot Outfall Improvements or No Lot Outfall Improvements. If a Structure on a Drainage Property has Lot Outfall Improvements that do not meet the Standards and these Rules or if there are no existing Lot Outfall Improvements on the property, the District shall coordinate with the Association to install all necessary Lot Outfall Improvements (including District Outfall Improvements draining directly into a lake) which meet the Standards and these Rules. The District will review whether any additional permitting through SFWMD and/or Collier County is required for the installation of all improvements. If additional permitting is required, then the District shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation of the improvements. The District shall be solely responsible for all costs and expenses relating to the installation of any Outfall Improvements in accordance with this paragraph. All work shall be performed and completed consistent with applicable permits and approvals. ~~The District shall enter into a License Agreement with the owners of the Drainage Property to allow for access to the property in order to install the Lot Outfall Improvements.~~ Once the installation of the Lot Outfall Improvements is complete, the District shall be responsible for maintenance of only improvements below the Connection Point and the ~~Property Owner (or the Property Owner's successor in title)~~ Association will be responsible for maintenance of

improvements above the Connection Point. The Property Owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Property Owner's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

c. Homes and Buildings Not Identified as Drainage Properties

i. Homes and Buildings Desiring Lot Outfall Improvements Not Identified as Drainage Properties. The District shall not be responsible for the costs and expenses associated with any Lot Outfall Improvements made on properties which have not been designated as Drainage Properties. If a Property Owner is required by the Association to install any improvements necessary to bring the Structure in compliance with the Standards, or if a Property Owner wishes to install said improvements on their own accord, the Property Owner shall be responsible for any costs associated with the improvements. This includes any cost and expense of any additional planning, design, engineering and permitting required for the installation. Furthermore, said improvements must be approved, in writing, by the Association and the District. If the Lot Outfall Improvements include a direct connection to a previously installed District Outfall Improvement, the District will be responsible for maintenance of only improvements below the Connection Point and the ~~Property Owner (or the Property Owner's successor in title)~~ Association will be responsible for maintenance of improvements above the Connection Point. The Property Owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Property Owner's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

Section 4. Compliance with Laws

All property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the Master Stormwater System shall, in addition to these Rules, be obligated to comply with all applicable federal, state, and local laws and regulations including, without limitation, all permits issued by SFWMD for the operation and use of the Master Stormwater System.

Section 5. Enforcement

The District shall have any and all rights available under the Act and Florida law to enforce the provisions of these Rules. The District's staff including, without limitation, the District Manager shall have the authority to act on behalf of the District with respect to the enforcement of these Rules including, without limitation, taking any actions necessary to the enforcement and/or prosecution of violations of these Rules consistent with Florida law. In addition to, and not as a limitation on the District, the District shall have the right to notify SFWMD, Collier County or any other appropriate regulatory body of a violation of these Rules or any existing permits issued by any such regulatory body.

Section 6. Effective Date

These Rules shall be effective upon their adoption.

Exhibit A – Stormwater Collection Illustrations

~~**Exhibit B** – License Agreement~~

Exhibit A

| **Exhibit B**

**AGREEMENT BETWEEN QUARRY COMMUNITY DEVELOPMENT DISTRICT AND
QUARRY COMMUNITY ASSOCIATION, INC REGARDING THE DIVISION OF
RESPONSIBILITIES FOR SURFACE WATER DRAINAGE IMPROVEMENTS**

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 202~~4~~³ by and between:

QUARRY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida, with a mailing address of 210 North University Drive, Suite 702, Coral Springs, Florida 33071 (the “District”); and

QUARRY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 8975 Kayak Drive, Naples, FL 34120 (the “Association,” and together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate and maintain systems, facilities and infrastructure in conjunction with the development of the lands within its boundaries; and

WHEREAS, the District has constructed and/or acquired, certain stormwater management facilities, including stormwater lakes, ponds (including seawall & rip-rap shoreline protection), storm inlets, drains, pipes, water quality swales, weirs, and other water control structures, lake interconnect piping, littoral plantings and natural wetlands (collectively the “Master Stormwater System”); and

WHEREAS, the District is obligated to operate and maintain these assets for the purpose of satisfying South Florida Water Management District (“SFWMD”) permitting requirements, and satisfying obligations under the District’s bond indentures to reasonably maintain assets funded with tax-exempt bond proceeds; and.

WHEREAS, runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters, and downspouts as well as drainage from other sources such as pools and dry-wells may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System; and

WHEREAS, the owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly and the failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could result in significant damage or harm to real property, personal property and/or homes within the District; and

WHEREAS, the Association is a Florida not-for-profit corporation which sets standards for improvements including, but not limited to, gutters, downspouts and drainage on properties within the District through the Association's Modification Committee; and

WHEREAS, the District seeks to coordinate with the Association to ensure that gutters, downspouts, and/or other forms of drainage on properties within the district ("Lot Outfall Improvements") are installed in a manner which meets all permitting requirements and also meets both District and Association standards to help prevent erosion, washouts, or other damage to the Master Stormwater System lake banks within the district; and

WHEREAS, in connection with the District's oversight and management of the Master Stormwater System, the District adopted those certain "Stormwater Management Rules and Policies for the Quarry Community Development District" (the "District Rules"); and

WHEREAS, the District and the Association desire to define their respective obligations relative to this issue; and

NOW, THEREFORE, in consideration of the recitals, agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DISTRICT OBLIGATIONS. The District shall identify properties within its boundary ("Drainage Properties") on which the installation of Lot Outfall Improvements are necessary in order to significantly limit washouts and erosion to lake banks which may affect the proper operation of the Master Stormwater System. The District shall pay for the materials and installation for Lot Outfall Improvements on Drainage Properties. ~~The District shall enter into a temporary license agreement with the owners of the Drainage Properties to allow for access to the property in order to install the Lot Outfall Improvements.~~ The District shall be responsible for only the initial installation and on-going inspection of the Lot Outfall Improvements, ~~but-and~~ shall not be responsible for the maintenance of the Lot Outfall Improvements after initial installation. Specifically, for Lot Outfall Improvements which drain directly into the Master Stormwater System through a District constructed connection point, ~~owners of Drainage Properties~~ the Association shall be responsible for maintenance of the Lot Improvement above the connection point.

The District shall additionally be responsible for ensuring that alterations to the drainage patterns for Drainage Properties caused by the installation of Lot Outfall Improvements are consistent with the approved South Florida Water Management District permit for the subject property. In the event the drainage pattern, direction or outfall from a particular Drainage Property is proposed to be altered by the District in a way which requires a SFWMD permit modification, the District shall coordinate with the SFWMD to obtain the necessary permit modifications.

SECTION 3. ASSOCIATION OBLIGATIONS.

- A. *Development of Gutter, Downspout, and Drainage Standards.* The Association ~~shall work with the District in developing~~has approved a set of standards,~~to be~~ titled “~~Gutter, Downspout, and Drainage~~Architectural Design Standards,” ~~which, in part address for~~ Lot Outfall Improvements which seek to meet both the aesthetic needs of the Association as well as the functional needs required by the District to significantly limit erosion and washout to lake banks which may affect the proper operation of the Master Stormwater System. The Association agrees to ~~adopt these standards once developed and employ them~~ Architectural Design Standards through its Modification Committee.
- B. *Facilitation of Installation of Lot Outfall Improvements on Drainage Properties.* The Association shall use all due diligence and enforcement mechanisms at its disposal in order to facilitate the District’s installation of the Lot Outfall Improvements on the Drainage Properties.
- C. *Installation of Lot Outfall Improvements on Properties Not Identified as Necessary by the District.* For any lot that has not been identified as a Drainage Property where a property owner desires to install Lot Outfall Improvements, the Association shall require such property owners to obtain the District’s written approval and install the Lot Outfall Improvements in accordance with the Architectural Design Standards and the District Rules.~~developed by the District and the Association.~~ The property owner shall be responsible for the installation and maintenance of improvements made in accordance with this subsection.
- D. *Maintenance of Lot Improvements.* The Association shall be responsible for the maintenance of~~use all due diligence and enforcement mechanisms at its disposal to obligate property owners to maintain~~ Lot Outfall Improvements installed on a property owner’s~~on their~~ property, provided however, that the District shall be responsible for the maintenance of improvements located below the connection point to the Master Stormwater System.

SECTION 4. COMPENSATION. The District shall pay the Association the sum of Ten Dollars (\$10.00) per year for the provision of the services to be performed by the Association pursuant to the terms of this Agreement.

SECTION 5. TERM. The term of this Agreement is for a period of twenty (20) years commencing on the Effective Date (the “Initial Term”) and shall be automatically renewed for additional ten (10) year periods, unless either party provides at least ninety (90) days written notice of its intent not to renew. The District shall have the right to terminate this Agreement effective immediately at any time due to the Association’s failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days written notice without a showing of cause. The Association shall have the right, after the expiration of the Initial Term to terminate this Agreement upon thirty (30) days written notice without a showing of cause provided such notice shall be provided prior to May 1 of any calendar year after the expiration of the Initial Term.

SECTION 6. PRE-SUIT MEDIATION; RECOVERY OF COSTS AND FEES. Prior to filing any action to enforce this Agreement, the Parties shall mediate the dispute with a Florida licensed mediator unless the Parties agree to waive mediation. Each Party shall be responsible for half of the mediator's fee. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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.

SECTION 8. ASSIGNMENT. Neither the District nor the Association may assign this Agreement without the prior written approval of the other.

SECTION 9. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 10. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement.

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 13. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District:	Quarry Community Development District 210 North University Drive Suite 702 Coral Springs, Florida 33071 Attn: District Manager
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With a copy to: Kutak Rock LLP
PO Box 10230
Tallahassee, Florida 32302
Attn: Wesley S. Haber

B. If to the Association: Quarry Community Association, Inc.
8975 Kayak Drive
Naples, FL 34120

With a copy to: _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 14. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

SECTION 15. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Collier County, Florida.

SECTION 16. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

SECTION 17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 18. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement. The delivery of counterpart signatures by e-mail or facsimile transmission shall have the same force and effect as the delivery of a signed hard copy.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

ATTEST:

**QUARRY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

**QUARRY COMMUNITY
ASSOCIATION, INC.**

Name: _____

By: _____
Its: _____