

CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT

LEE COUNTY

REGULAR BOARD MEETING OCTOBER 9, 2025 2:00 p.m.

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.corkscrewcrossingcdd.org

561.630.4922 Telephone 877.SDS.4922 Toll Free 561.630.4923 Facsimile

AGENDA CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT

RiverCreek Clubhouse 20161 Camellia Crosse Lane Estero, Florida 33928

REGULAR BOARD MEETING

October 9, 2025 2:00 P.M.

A.	Call to Order
B.	Proof of PublicationPage 1
C.	Establish Quorum
D.	Additions or Deletions to Agenda
E.	Comments from the Public for Items Not on the Agenda
F.	Approval of Minutes
	1. July 10, 2025 Regular Board Meeting & Public Hearing
G.	Old Business
Н.	New Business
	1. Consider Resolution No. 2025-05 – Adopting a Fiscal Year 2024/2025 Amended BudgetPage 6
	2. Consider Resolution No. 2025-06 – Goals and Objectives Annual Report
	3. Consider Approval of Audit Renewal. Page 14
	4. Consider Approval of 2025 and 2026 Agreements with Superior Waterway Services, Inc. for Lake & Bank Maintenance
I.	Administrative Matters
J.	Board Member Comments
K.	Adjourn

CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Corkscrew Crossing Community Development District will hold Regular Meetings at the RiverCreek Clubhouse located at 20161 Camellia Crosse Lane, Estero, Florida at 2:00 p.m. on the following dates:

October 9, 2025 January 8, 2026 April 9, 2026 May 14, 2026 July 9, 2026 August 13, 2026

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT

www.corkscrewcrossingcdd.org

PUBLISH: FORT MYERS NEWS PRESS 09/30/25

CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT PUBLIC HEARING & REGULAR BOARD MEETING JULY 10, 2025

A. CALL TO ORDER

The Corkscrew Crossing Community Development District (the "District") Regular Board Meeting of July 10, 2025, was called to order at 2:04 p.m. the RiverCreek Clubhouse located at 20161 Camellia Crosse Lane, Estero, Florida 33928.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Fort Myers News Press* on June 20, 2025, June 27, 2025, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Chairman	John Asher	Present
Vice Chairman	Craig Callis	Present
Supervisor	Maria Menendez	Absent
Supervisor	Richard Norwalk	Present
Supervisor	Larry Portnoy	Absent

Staff presented included the following:

District Manager	Michelle Krizen	Special District Services, Inc.
District Counsel	Kyle McGee (via phone)	Kutak Rock
District Engineer	Ted Tryka	Agnoli Barber & Brundage, Inc.

Also present was Clayton Ratliff of GL Homes.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. May 8, 2025, Regular Board Meeting

The minutes of the May 8, 2025, Regular Board Meeting were presented for Board consideration.

In Section H, during the discussion on the budget, the minutes should read "two events planned in the next year at \$22,000 each for a total of \$44,000" not \$4,000.

A **motion** was made by Mr. Norwalk, seconded by Mr. Asher and passed unanimously approving the minutes of the May 8, 2025, Regular Board Meeting, as amended.

A **motion** was made by Mr. Asher, seconded by Mr. Norwalk and passed unanimously recessing the Regular Board Meeting and opening the Public Hearing at 2:06 p.m.

G. PUBLIC HEARING

1. Proof of Publication

Proof of publication was presented which showed that notice of the Public Hearing had been published in the *Fort Myers News Press* on June 20, 2025, June 27, 2025, as legally required.

2. Receive Public Comment on Fiscal Year 2025/2026 Final Budget

There was no public comment regarding the Fiscal Year 2025/2026 Final Budget.

A **motion** was then made by Mr. Norwalk, seconded by Mr. Callis closing the Public Hearing and reconvening the Regular Board Meeting at 2:07 p.m.

3. Consider Resolution No. 2025-02 – Adopting a Fiscal Year 2025/2026 Final Budget

Resolution No. 2025-02 was presented, entitled:

RESOLUTION 2025-02

THE ANNUAL APPROPRIATION RESOLUTION OF THE CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

Ms. Krizen presented the budget, indicating that it was consistent with the proposed budget previously approved by the Board.

A **motion** was made by Mr. Norwalk, seconded by Mr. Callis and passed unanimously adopting Resolution No. 2025-02, as presented.

4. Consider Resolution No. 2025-03 – Adopting a Fiscal Year 2025/2026 Annual Assessment

Mr. Magee presented Resolution No. 2025-03, entitled:

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025/2026; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Magee noted that this resolution authorizes the assessments.

A **motion** was made by Mr. Norwalk, seconded by Mr. Callis and passed unanimously adopting Resolution No. 2025-03, as presented.

H. OLD BUSINESS

There were no Old Business items to come before the Board.

I. NEW BUSINESS

1. Consider Resolution No. 2025-04 – Adopting a Fiscal Year 2025/2026 Meeting Schedule

Resolution No. 2025-04 was presented, entitled:

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2025/2026; AND PROVIDING FOR AN EFFECTIVE DATE.

The meeting schedule had some highlighted dates which reflect the months the Board met during the current fiscal year. Since the District advertises each meeting there is no additional expense if an additional meeting was to be needed.

A **motion** was made by Mr. Norwalk, seconded by Mr. Callis and passed unanimously adopting Resolution No. 2025-04, as presented.

J. ADMINISTRATIVE MATTERS

There were no Administrative Matters to come before the Board.

K. BOARD MEMBER COMMENTS

The District acknowledged there was no objection to the HOA withdrawing water for irrigation within the permitted guidelines. This was reflected in the declaration that has been recorded.

L. ADJOURNMENT

	the Board, the Regular Board Meeting was adjourned at seconded by Mr. Asher and passed unanimously.
ATTESTED BY:	
Secretary/Assistant Secretary	Chairperson/Vice-Chair

RESOLUTION NO. 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Corkscrew Crossing Community Development District ("District") is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Amended Budget for Fiscal Year 2024/2025 attached hereto as Exhibit "A" is hereby approved and adopted.

<u>Section 2</u>. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 9th day of October, 2025.

ATTEST:	CORKSCREW CROSSING
	COMMUNITY DEVELOPMENT DISTRICT
By:	By:
Secretary/Assistant Secre	

Corkscrew Crossing Community Development District

Amended Final Budget For Fiscal Year 2024/2025 October 1, 2024 - September 30, 2025

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- I AMENDED FINAL OPERATING FUND BUDGET
- II AMENDED FINAL DEBT SERVICE FUND BUDGET

AMENDED FINAL BUDGET

CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025 OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL 2024/2 BUDG	2025	AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL
REVENUES	10/1/24 -	9/30/25	10/1/24 - 9/30/25	10/1/24 - 9/29/25
O&M (Operations & Maintenance) Assessments		238,026	238,876	238,876
Debt Assessments		876,986	876,989	876,989
Other Revenue		0	0	0
Interest Income		480	9,800	9,687
Total Revenues	\$	1,115,492	\$ 1,125,665	\$ 1,125,552
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees		0	0	0
Management		37,080	37,080	37,080
Legal		29,000	10,000	3,370
Assessment Roll		5,000	5,000	5,000
Audit Fees		4,400	4,400	4,400
Arbitrage Rebate Fee		650	650	0
Insurance		6,000	5,590	5,590
Legal Advertisements		2,750	2,300	1,765
Miscellaneous		1,350	300	
Postage		200	140	
Office Supplies		1,400	275	
Dues & Subscriptions		175	175	
Website Management & ADA Compliance		3,000	3,000	
Trustee Fees		4,100	4,246	,
Continuing Disclosure Fee		1,000	1,000	
			,	
Total Administrative Expenditures		96,105	74,156	66,120
Maintenance Expenditures				
Engineering/Inspections		6,000	5,000	2,806
Miscellaneous Maintenance		1,000	500	0
Preserve Maintenance		91,000	91,000	69,000
Lake Maintenance		14,100	11,700	10,637
Lake Littoral Maintenance		6,800	5,600	
Lake Native Grass Maintenance		11,600	9,800	· · · · · · · · · · · · · · · · · · ·
Total Maintenance Expenditures		130,500	123,600	96,285
Total Expenditures	\$	226,605	\$ 197,756	\$ 162,405
DEVENUES LESS EXPENDITURES	\$	000 007	¢ 027.000	¢ 062 447
REVENUES LESS EXPENDITURES	Į.	888,887	\$ 927,909	\$ 963,147
Bond Payments		(833,137)	(843,236)	(843,236)
BALANCE	\$	55,750	\$ 84,673	\$ 119,911
County Appraiser & Tax Collector Fee		(11,150)	(1,573)	(1,573)
Discounts For Early Payments		(44,600)	(41,342)	
EXCESS/ (SHORTFALL)	\$	-	\$ 41,758	\$ 76,996
Carryover From Prior Year		0	0	0
NET EVCESS/(SHOPTEALL)	¢		¢ 44.750	¢ 70,000
NET EXCESS/ (SHORTFALL)	\$	-	\$ 41,758	\$ 76,996

Fund Balance As Of 9/30/2024	
Projected FY 2024/2025 Activity	
Fund Balance As Of 9/30/2025	

\$86,954
\$41,758
\$128,712

9/26/2025 3:46 PM Page 9

AMENDED FINAL BUDGET

CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND - SERIES 2022 FISCAL YEAR 2024/2025 OCTOBER 1, 2024 - SEPTEMBER 30, 2025

REVENUES	2 E	CAL YEAR 024/2025 BUDGET /24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
	10/1			
Interest Income		500	33,800	
NAV Assessment Collection		833,137	843,236	843,236
Transfer from Construction Fund		0	0	0
Total Revenues	\$	833,637	\$ 877,036	\$ 876,899
EXPENDITURES				
Principal Payments		205,000	205,000	205,000
Interest Payments		625,806	630,034	630,034
Bond Redemption		2,831	0	0
Total Expenditures	\$	833,637	\$ 835,034	\$ 835,034
Excess/ (Shortfall)	\$	-	\$ 42,002	\$ 41,865

FUND BALANCE AS OF 9/30/24
FY 2024/2025 ACTIVITY
FUND BALANCE AS OF 9/30/25

\$817,338
\$42,002
\$859,340

Notes

Reserve Fund Balance = \$416,569*. Revenue Account Balance = \$442,771*.

Revenue Account Balance To Be Used To Make 11/1/2025 Interest Payment Of \$310,789.

Series 2024 Bond Information

Original Par Amount =	\$12,670,000	Annual Principal Payments Due:
Interest Rate =	4.125% - 5.30%	May 1st
Issue Date =	Feb 2024	Annual Interest Payments Due:
Maturity Date =	May 2053	November 1st
Par Amount As Of 9/30/25 =	\$12,270,000	

^{*} Approximate Amounts

RESOLUTION NO. 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ANNUAL REPORT OF GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Corkscrew Crossing Community Development District (the "District") is a local unit of special-purpose government organized and existing under and pursuant to Chapters 189 and 190, Florida Statutes, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida, and creating Section 189.0694, Florida Statutes; and

WHEREAS, the District adopted Resolution 2024-05 on August 8, 2024, establishing goals and objectives for the District and creating performance measures and standards to evaluate the District's achievement of those goals and objectives; and

WHEREAS, pursuant to Section 189.0694, Florida Statutes, the District must adopt and publish on its website an annual report prior to December 1st of each year, describing the goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination, and any goals or objectives the district failed to achieve.

WHEREAS, the District Manager has the annual report of the District's goals, objectives, and performance measures and standards attached hereto and made a part hereof as **Exhibit A** (the "Annual Report") and presented the Annual Report to the Board of the District; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the attached annual report of the goals, objectives and performance measures and standards.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT, THAT:

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

SECTION 2. The District Board of Supervisors hereby adopts the Annual Report regarding the District's success or failure in achieving the adopted goals and objectives and directs the District Manager to take all necessary actions to comply with Section 189.0694, Florida Statutes.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 9th day of October, 2025.

ATTEST:	CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT	
Secretary/Assistant Secretary	Chairman, Board of Supervisors	

Exhibit A: Annual Report of Performance Measures/Standards

Exhibit A

Program/Activity: District Administration

Goal: Remain compliant with Florida Law for all district meetings

Objectives:

• Notice all District regular, special, and public hearing meetings

• Conduct all post-meeting activities

• District records retained in compliance with Florida Sunshine Laws

Performance Measures:

• All Meetings publicly noticed as required (YES)

- Meeting minutes and post-meeting action completed (YES)
- District records retained as required by law (YES)

Program/Activity: District Finance

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

• District adopted fiscal year budget

- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year budget (YES)
- District amended budget at end of fiscal year (YES)
- District accounts receivable/payable processed for the year (YES)
- "No findings" for annual financial audit (**NO**)
 - o If "yes" explain

Program/Activity: District Operations

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Compliance with all required permits

Performance Measures:

- District insurance renewed and in force (**YES**)
- Contracted Services in force for all District operations (**YES**)
- Permits in compliance (**YES**)

October 9, 2025
RE: Corkscrew Crossing Community Development District Auditor Renewal
At the January 12, 2023, Corkscrew Crossing Community Development District Board O Supervisors meeting, the firm of Grau & Associates was selected to perform the 9-30 2022, 9-30-2023 and 9-30-2024 year end audits of the District with an option to perform the 9-30-2025 and 9-30-2026 audits.
The fees for the 9-30-2022 audit was \$3,200. The fees for the 9-30-2023 audit was \$3,300. And the fees for the 9-30-2024 audit were \$3,400. The proposed fees for the 9 30-2025 audit is \$3,500, which is less than the budgeted amount for audit fees for Fisca Year 2024/2025. The proposed fee for the 9-30-26 audit is \$3,600.
Management is pleased with the professionalism and the competence of the Grau & Associates partners and staff; therefore, management recommends that the Board approve the renewal option for the Fiscal Year Ending 9-30-2025 and 9-30-2026 audits for Grau & Associates.
Special District Services, Inc.



AQUATIC MANAGEMENT AGREEMENT

This agreement, dated June 1, 2025 and ending September 30, 2025, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Corkscrew Crossing CDD River Creek Sales Office 12776 Springbrook Ct. Estero, FL 33928

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic site:

East conveyance swale (see attached breakdown-includes area south of east conveyance area) located at River Creek in Collier County, Florida.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

Algae and Aquatic Plant Control – Lakes 1-10 \$1,174.00 / monthly Littoral Maintenance – Lakes 1-10 \$565.00 Border Grass And Brush Control To Water's Edge Included Native Grass Zone Maintenance – 4.49 Acres \$964.00/monthly Monthly Water Testing Included Fish & Wildlife Monitoring Included Biological Control Agent Permit Application Included* Triploid Grass Carp, Mosquito Fish Management Reporting Included

One (1) visit per month for lake management with treatment as necessary. Additionally needed visits at no extra charge. Native grass and littoral areas treated monthly.

- 3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal monthly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.
- 4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
- 5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.

^{*} Triploid grass carp stocking subject to required approval of Florida Fish & Wildlife Conservation Commission.



AQUATIC MANAGEMENT AGREEMENT

- 6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Road., Suite 1 Riviera Beach, Fl 33404 CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. There will be no less than 30 days written notice if any increase is to be imposed for any reason whatsoever.
- 7. This agreement will renew automatically on the anniversary date unless cancelled by either party with thirty days written notice.
- 8. FISH STOCKING: Annual Spring Fish Stocking optional.
- 9. Addendums: See attached map, survey and report (where applicable).
 - A. Monthly water testing and monitoring as necessary for the success of the aquatic weed control program is included.
 - B. Additional work as requested by CUSTOMER such as trash clean up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work requested by CUSTOMER will be invoiced separately at our current hourly equipment and labor rates.
 - C. Care for aquatic sanctuary areas and littoral shelves planted with sensitive aquatic flora is included herein.
 - D. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.
 - E. Definitions of services referred to in Paragraph 1 are as follows:

Algae and Aquatic Plant Control – The treatment as necessary of all aquatic weed species located in the waterways maintained by the community association. Treatments are to be made with E.P.A. registered aquatic herbicides. The use of Fluridone is not included in this agreement.

Border Grass And Brush Control To Water's Edge – The treatment of all undesirable emergent vegetation around the lake edge up to the turf line. This service does not include the treatment of littoral zone areas.



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AQUATIC MANAGEMENT AGREEMENT

Native Grass/Littoral Zone Maintenance – Native grass/littoral areas treated for undesirable weeds and exotics on a monthly basis.

Monthly Water Testing – Water testing as needed for the success of the lake management program. Parameters include Dissolved Oxygen, Ph, Clarity and Water Temperature.

Fish & Wildlife Monitoring – Surveys performed at time of treatments which explain fish and wildlife species observed while onsite.

Biological Control Agent Permit Application For Triploid Grass Carp And Mosquito Fish – Assistance in the permitting process from the Florida Fish & Wildlife Conservation Commission for the importation of restricted fish species.

Management Reporting - A comprehensive report filled out each visit for the specific activity performed on the property, and provided to Customer.

- 10. SWS will provide CUSTOMER with certificates of insurance, which are incorporated herein by reference. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.
- 11. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.

12.	nis agreement is not assignable to any third party for any reason, without the prior written consent of USTOMER.		
	SUPERIOR WATERWAY SERVICES, INC.	CUSTOMER	
		DATE	

Superior Waterway Services, Inc. 6701 Garden Rd, Suite 1 = Riviera Beach FL 33404 = (561) 844-0248 Office = (561) 844-9629



AQUATIC MANAGEMENT AGREEMENT

This agreement, dated October 1, 2025, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Corkscrew Crossing CDD River Creek Sales Office 12776 Springbrook Ct. Estero, FL 33928

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic site:

East conveyance swale (see attached breakdown-includes area south of east conveyance area) located at River Creek in Collier County, Florida.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

Algae and Aquatic Plant Control – Lakes 1-10 \$1,174.00 / monthly
Littoral Maintenance – Lakes 1-10 \$565.00
Border Grass And Brush Control To Water's Edge Included
Native Grass Zone Maintenance – 4.49 Acres \$964.00/monthly
Monthly Water Testing Included
Fish & Wildlife Monitoring Included
Biological Control Agent Permit Application Included*
Triploid Grass Carp, Mosquito Fish

Management Reporting Included

One (1) visit per month for lake management with treatment as necessary. Additionally needed visits at no extra charge. Native grass and littoral areas treated monthly.

- 3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal monthly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.
- 4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
- 5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.

^{*} Triploid grass carp stocking subject to required approval of Florida Fish & Wildlife Conservation Commission.



AQUATIC MANAGEMENT AGREEMENT

- 6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Road., Suite 1 Riviera Beach, Fl 33404 CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. There will be no less than 30 days written notice if any increase is to be imposed for any reason whatsoever.
- 7. This agreement will renew automatically on the anniversary date unless cancelled by either party with thirty days written notice.
- 8. FISH STOCKING: Annual Spring Fish Stocking optional.
- 9. Addendums: See attached map, survey and report (where applicable).
 - A. Monthly water testing and monitoring as necessary for the success of the aquatic weed control program is included.
 - B. Additional work as requested by CUSTOMER such as trash clean up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work requested by CUSTOMER will be invoiced separately at our current hourly equipment and labor rates.
 - C. Care for aquatic sanctuary areas and littoral shelves planted with sensitive aquatic flora is included herein.
 - D. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.
 - E. Definitions of services referred to in Paragraph 1 are as follows:

Algae and Aquatic Plant Control – The treatment as necessary of all aquatic weed species located in the waterways maintained by the community association. Treatments are to be made with E.P.A. registered aquatic herbicides. The use of Fluridone is not included in this agreement.

Border Grass And Brush Control To Water's Edge – The treatment of all undesirable emergent vegetation around the lake edge up to the turf line. This service does not include the treatment of littoral zone areas.



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AQUATIC MANAGEMENT AGREEMENT

Native Grass/Littoral Zone Maintenance – Native grass/littoral areas treated for undesirable weeds and exotics on a monthly basis.

Monthly Water Testing – Water testing as needed for the success of the lake management program. Parameters include Dissolved Oxygen, Ph, Clarity and Water Temperature.

Fish & Wildlife Monitoring – Surveys performed at time of treatments which explain fish and wildlife species observed while onsite.

Biological Control Agent Permit Application For Triploid Grass Carp And Mosquito Fish – Assistance in the permitting process from the Florida Fish & Wildlife Conservation Commission for the importation of restricted fish species.

Management Reporting - A comprehensive report filled out each visit for the specific activity performed on the property, and provided to Customer.

- 10. SWS will provide CUSTOMER with certificates of insurance, which are incorporated herein by reference. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.
- 11. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.

12.	This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.		
	SUPERIOR WATERWAY SERVICES, INC.	CUSTOMER	
		DATE	

Superior Waterway Services, Inc. 6701 Garden Rd, Suite 1 = Riviera Beach FL 33404 = (561) 844-0248 Office = (561) 844-9629