Rizzetta & Company

Magnolia Creek
Community Development District

Board of Supervisors Meeting
November 12, 2026

District Office:
120 Richard Jackson Blvd, Suite 220
Panama City Beach, Florida 32407
(850) 334-9055

www.magnoliacreekcdd.org

Professionals in Community Management

MAGNOLIA CREEK
COMMUNITY DEVELOPMENT DISTRICT

Walton Area Chamber of Commerce, 63 South Centre Trail, Santa Rosa Beach, FL 32459

District Board of Supervisors	Shelton Stone	Chairman
	Douglas Duncan	Vice Chairman
	Grover Short	Assistant Secretary
	Randy Butler	Assistant Secretary
	Marcie Campbell	Assistant Secretary
District Manager	Stephanie DeLuna	Rizzetta & Company, Inc.
District Counsel	Joseph Brown	Kutak Rock LLP
District Engineer	Jim Martelli	Innerlight Engineering
Bond Counsel	Cynthia E. Wilhelm	Nabors, Giblin & Nickerson, P.A.

All cellular phones must be placed on mute while in the meeting room.

The Public Comment portion of the agenda is where individuals may make comments on any matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)
1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · Panama City Beach, Florida · (850) 334-9055
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.MagnoliaCreekcdd.org

Board of Supervisors
Magnolia Creek Community
Development District

November 5, 2026

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Magnolia Creek Community Development District will be held on **Thursday, November 11, 2026, at 10:00 a.m. (CT)** at the **Walton Chamber of Commerce** located at **63 South Centre Trail, Santa Rosa Beach, FL 32459**. The following is the **final** agenda for the meeting:

1. CALL TO ORDER/ROLL CALL
2. AUDIENCE COMMENTS IN AGENDA ITEMS
3. STAFF REPORTS
- A. District Counsel
- B. District Engineer ..... Tab 1
  1. Sweet Horn Street Restoration Report
  2. Discussion of Storm Water Analysis
- C. District Manager

4. BUSINESS ADMINISTRATION
- A. Consideration of the Minutes of the Board of Supervisors Meeting held on August 6, 2026 ..... Tab 2
- B. Ratification of Operations and Maintenance Expenditures for the Months of July 2026 – August 2026 ..... Tab 3

5. BUSINESS ITEMS
- A. Ratification of District Items ..... Tab 4
  1. FY 26-27 EGIS District Insurance Proposal
  2. Tightline Construction Asphalt Repair
  3. Tightline Construction Asphalt Patch
- B. Consideration of Resolution 2027-01, Amending FY 25-26 Budget .. Tab 5
- C. Consideration of LLS Tax Solutions Engagement Letter (Series 2007A & 2007B) ..... Tab 6
- D. Consideration of Green Earth Landscape Management Proposal..... Tab 7

6. SUPERVISOR REQUESTS AND COMMENTS
7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Very truly yours,
Stephanie DeLuna
Stephanie DeLuna
District Manager

Tab 1



MAGNOLIA CREEK CDD

SWEETTHORN STREET RESTORATION COMPLETION REPORT

MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT

SWEETTHORN STREET RESTORATION COMPLETION REPORT

PREPARED FOR:
MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT
3434 COLWELL AVE, SUITE 200
TAMPA, FLORIDA 33614

PREPARED BY:
INNERLIGHT ENGINEERING CORPORATION
11490 EMERALD COAST PARKWAY, SUITE 2W
MIRAMAR BEACH, FLORIDA 32550

DATE: OCTOBER 5, 2026

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1.0 Introduction

Innerlight Engineering Corporation (Innerlight) has prepared this report to document the completed restoration of a localized pavement failure on Sweetthorn Street near Parkside Street within the Owl's Head East Development.

An existing conditions assessment prepared by Innerlight on April 22, 2026, documented pavement distress and a subsurface void at this location. This report summarizes the restoration work completed and includes photographs documenting the work and resulting conditions.

2.0 Site Location

The restoration area is located near the southeast corner of the intersection of Parkside Street and Sweetthorn Street within the Owl's Head East development. More specifically, the affected roadway area is along the north side of 166 Parkside Street (Parcel ID: 25-1N-19-17010-008-0010).

The location of the restoration work is located between the orange cones in the figure below.



Figure 2-1: Site Location

3.0 Restoration Work & Completion Observations

During construction, the contractor identified that base material was migrating through the structure at the pipe entrance. In response, the contractor proposed, and the Innerlight approved, injecting foam within the structure and applying hydraulic patching material around the pipe entrance. The repair was intended to stop further base material from being pulled through the structure and causing erosion beneath the asphalt roadway.

The asphalt was removed, and excavation continued around and below the affected area until the full extent of disturbed soil was exposed. Crushed concrete was placed in 6-inch lifts, with each lift compacted using a jumping-jack compactor. A 1.5-inch asphalt patch was then placed over the compacted base. The segment of curb adjacent to the void area was also replaced.

Photographs documenting the restoration are included below:



Figure 3-1: Restored Surface Conditions (1)



Figure 3-2: Restored Surface Conditions (2)



Figure 3-3: Restored Surface Conditions (3)



Figure 3-4: Restored Structure Conditions

4.0 Conclusion

Based on visual observations following completion of the restoration, the repairs appear to have addressed the previously observed base material migration and pavement distress. No visible signs of continued erosion or renewed pavement failure were observed in the restored area at the time of review.

These observations are based on a limited visual review of the accessible portions of the restoration area. No extensive subsurface exploration or destructive investigation was performed. The conclusions reflect conditions observed at the time of review and are not a guarantee of future performance.

Tab 2

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

MAGNOLIA CREEK
COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Board of Supervisors of the Magnolia Creek Community Development District was held on **Thursday, August 6, 2026, at 10:00 a.m. (CT)** at The Walton Area Chamber of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, FL 32459.

Present and constituting a quorum:

Shelton Stone	**Board Supervisor, Chairperson**
Douglas Duncan	**Board Supervisor, Vice Chairman**
Grover Short	**Board Supervisor, Assistant Secretary**
Randy Butler	**Board Supervisor, Assistant Secretary**

Also present were:

Stephanie DeLuna	**District Manager, Rizzetta & Company**
Joseph Brown	**District Counsel, Kutak Rock, LLP**
Jim Martelli	**District Engineer, InnerLight Engineering**
Denise Hartzell	**District Staff, Rizzetta & Company**
Audience members	**None**

FIRST ORDER OF BUSINESS **Call to Order**

Ms. DeLuna called the meeting to order at 10:05 a.m. and read roll call, confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items**

There was no audience present.

THIRD ORDER OF BUSINESS **Staff Reports**

A. District Counsel

Mr. Brown had no updates and there were no questions at this time.

B. District Engineer

1. Acceptance of Moore Bass Termination Letter

Mr. Martelli had no updates and there were no questions at this time.

> On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board accepted the Moore Bass Termination Letter, for the Magnolia Creek Community Development District.

C. District Manager

1. Website Audit

Ms. Deluna had no updates and there were no questions at this time.

> On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board approved the website audit, for the Magnolia Creek Community Development District.

FOURTH ORDER OF BUSINESS **Consideration of the Minutes of the Board of Supervisors Meeting held on May 21, 2026**

Ms. DeLuna presented and reviewed the meeting minutes with the Board and asked if there were any questions. There were none.

> On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board approved the Minutes of the Board of Supervisors Meeting held on May 21, 2026, for the Magnolia Creek Community Development District.

FIFTH ORDER OF BUSINESS **Ratification of Operation and Maintenance Expenditures for April - June 2026**

Ms. DeLuna presented and reviewed the Operations and Maintenance Expenditures with the Board and asked if there were any questions. There were none.

On a Motion by Mr. Duncan, seconded by Mr. Stone, with all in favor, the Board ratified the Operation and Maintenance expenditures for April 2026 in the amount of $9,825.65, May 2026 in the amount of $12,366.92, and June 2026 in the amount of $6,388.92 for the Magnolia Creek Community Development District.

SIXTH ORDER OF BUSINESS **Ratification of District Items**

1. Chair's Acceptance of the FY 2025 Financial Audit

Ms. DeLuna presented the audit to the Board of Supervisors and asked if there were any questions.

On a Motion by Mr. Duncan, seconded by Mr. Stone, with all in favor, the Board ratified the Chair's Acceptance of the FY 2025 Financial Audit, for the Magnolia Creek Community Development District.

SEVENTH ORDER OF BUSINESS **Consideration of Brush Hog Proposal**

Ms. DeLuna presented the proposal to the Board of Supervisors and asked if there were any questions.

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board approved the Brush Hog Proposal, in the amount of $1,461.96, for the Magnolia Creek Community Development District.

EIGHTH ORDER OF BUSINESS **Consideration of Agreement for Engineering Services**

Ms. DeLuna presented the agreement to the Board of Supervisors and asked if there were any questions.

On a Motion by Mr. Duncan, seconded by Mr. Stone, with all in favor, the Board approved the Agreement for Engineering Services, for the Magnolia Creek Community Development District.

NINTH ORDER OF BUSINESS **Consideration of Resolution 2026-04, Adopting FY 26-27 Meeting Schedule**

Ms. DeLuna presented the resolution to the Board of Supervisors and asked if there were any questions.

On a Motion by Mr. Duncan, seconded by Mr. Stone, with all in favor, the Board adopted Resolution 2026-04, Adopting FY 26-27 Meeting Schedule, for the Magnolia Creek Community Development District.

TENTH ORDER OF BUSINESS **Public Hearing on Fiscal Year 2026/2027 Final Budget**

A discussion ensued amongst the Board and District Staff regarding the 26/27 final budget approval process.

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors opened the Public Hearing for Magnolia Creek Community Development District.

No public comments were made at this time.

1. **Consideration of Resolution 2026-05, Adopting FY 26/27 Final Budget**

Ms. DeLuna presented the resolution to the Board of Supervisors and asked if there were any questions.

On a Motion by Mr. Duncan, seconded by Mr. Stone, with all in favor, the Board of Supervisors Approved Resolution 2026-05, Adopting FY 26/27 Final Budget, for the Magnolia Creek Community Development District.

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors closed the Public Hearing for Magnolia Creek Community Development District.

ELEVENTH ORDER OF BUSINESS **Public Hearing on Fiscal Year 2026/2027 Special Assessments**

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors opened the Public Hearing for Magnolia Creek Community Development District.

No public comments were made at this time.

1. **Consideration of Resolution 2026-06; Imposing Specials Assessments FY 2026-2027**

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors approved Resolution 2026-06; Imposing Specials Assessments FY 2026-2027, for the Magnolia Creek Community Development District.

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors closed the Public Hearing for Magnolia Creek Community Development District.

TWELFTH ORDER OF BUSINESS **Supervisor Requests and Comments**

No Supervisor Requests were made.

On a Motion by Mr. Stone, seconded by Mr. Duncan, with all in favor, the Board of Supervisors authorized District Engineer to contact Anvel mapping regarding proposals for amounts discussed during the meeting, for the Magnolia Creek Community Development District.

THIRTEENTH ORDER OF BUSINESS **Adjournment**

On a Motion by Mr. Duncan, seconded by Mr. Stone, with all in favor, the Board of Supervisors adjourned the meeting at 10:43 a.m. for the Magnolia Creek Community Development District.

[SINGATURES ON FOLLOWING PAGE]

_____	_____
Secretary/Assistant Secretary	Chairman/Vice Chairman

Tab 3

Magnolia Creek Community Development District

District Office · Panama City Beach, Florida, 32407
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.magnoliacreekcdd.org

Operations and Maintenance Expenditures
July 2026
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2026 through July 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **$21,009.16**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Magnolia Creek Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2026 Through July 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
CHELCO	300065	33399192	Electric Account # 9000190620 06/26	$ 1,021.51
CHELCO	300067	33504741	Electric Account # 9000190620 07/26	$ 1,739.43
Innerlight Engineering Corporation	300066	22400127-000 - 2	General Engineering Services 06/26	$ 6,452.50
Innerlight Engineering Corporation	300069	22400127-000 - 3	General Engineering Services 07/26	$ 6,587.50
Rizzetta & Company, Inc.	300068	INV0000110630	Administrative Services 07/26	$ 4,514.42
Rizzetta & Company, Inc.	300070	INV0000111275	Mass Mailing-Budget Notice 07/26	$ 693.80
Report Total				**$ 21,009.16**

Magnolia Creek Community Development District

District Office · Panama City Beach, Florida, 32407
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.magnoliacreekcdd.org

Operations and Maintenance Expenditures
August 2026
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2026 through August 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **$16,682.10**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Magnolia Creek Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2026 Through August 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
CHELCO	300077	33628624	Electric Account # 9000190620 08/26	$ 2,025.00
Douglas A Duncan	300072	DD052126	Board of Supervisors Meeting 05/21/26	$ 200.00
Douglas A Duncan	300074	DD080626	Board of Supervisors Meeting 08/06/26	$ 200.00
John G Short Jr	300075	GS080626	Board of Supervisors Meeting 08/06/26	$ 200.00
Kutak Rock, LLP	300080	3793404	Legal Services 05/26	$ 2,600.64
Randy Butler	300073	RB052126	Board of Supervisors Meeting 05/21/26	$ 200.00
Randy Butler	300076	RB080626	Board of Supervisors Meeting 08/06/26	$ 200.00
Rizzetta & Company, Inc.	300071	INV0000111345	Accounting Services 08/26	$ 4,514.42
U.S. Bank	300079	731202601	Trustee Administration Fees 08/01/25-07/31/26	$ 5,910.00
USA TODAY Media Corp	300078	0007822859	Legal Advertising 07/26	$ 632.04
Report Total				**$ 16,682.10**

Tab 4

Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Magnolia Creek Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.
Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects over 1,000 public entity members.

Competitive Advantage
FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?
FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of $2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?
As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Magnolia Creek Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: **October 1, 2026 to October 1, 2027**

Quote Number: 100126233

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	**Coinsurance**
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	Not Applicable	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	Not Applicable	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine
	Not Applicable	Golf Course Tees and Greens Deductible on all covered Perils if scheduled.

Special Property Coverages		
Coverage	**Deductibles**	**Limit**
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery	Not Applicable	Not Included
TRIA		Not Included

*Except for Zones A & V (see Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM **Not Included**

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
	A	Accounts Receivable	$500,000 in any one occurrence
	B	Animals	$1,000 any one Animal $5,000 Annual Aggregate in any one agreement period
	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to $250,000 estimated final contract value any one construction project.
	D	Debris Removal Expense	$250,000 per insured or 25% of loss, whichever is greater
	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	$500,000 in any one occurrence
	F	Duty to Defend	$100,000 any one occurrence
	G	Errors and Omissions	$250,000 in any one occurrence
	H	Expediting Expenses	$250,000 in any one occurrence
	I	Fire Department Charges	$50,000 in any one occurrence
	J	Fungus Cleanup Expense	$50,000 in the annual aggregate in any one occurrence
	K	Lawns, Plants, Trees and Shrubs	$50,000 in any one occurrence
	L	Leasehold Interest	Included
	M	Air Conditioning Systems	Included
	N	New locations of current Insureds	$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
	O	Personal property of Employees	$500,000 in any one occurrence
	P	Pollution Cleanup Expense	$50,000 in any one occurrence
	Q	Professional Fees	$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	$500,000 in any one occurrence
	T	Transit	$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	$250,000 in any one occurrence
	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

	Y	Glass and Sanitary Fittings Extension	$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Glass and Sanitary Fittings Extension	$25,000 in any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Lock and Key Replacement	$2,500 any one occurrence
	DD	Tracks and fields (except Lawns, Plants, Trees and Srubs covered under code K)	$250,000 any one occurrence and $500,000 in the annual aggregate in any one coverage period. or Up to the declared value if it is specifically listed as "Tracks and Fields" in the schedule of values.
	EE	Awnings, Gutters and Downspouts	Included
	FF	Civil or Military Authority	45 consecutive days and one mile.

CRIME COVERAGE

Description	**Limit**	**Deductible**
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	**8,9**	**$1,000,000**	**Included**
Personal Injury Protection	**N/A**		**Not Included**
Auto Medical Payments	**N/A**		**Not Included**
Uninsured Motorists including Underinsured Motorists	**N/A**		**Not Included**
Physical Damage Comprehensive Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Specified Causes of Loss Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Collision Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Towing And Labor	**N/A**	**$0 For Each Disablement Of A Private Passenger Auto**	**Not Included**

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	$1,000,000
Abuse and Molestation Limit (Added by Claims Made Endorsement)	Not Included
Abuse and Molestation Aggregate Limit (Added by Claims Made Endorsement)	Not Included
Abuse and Molestation Retroactive Date	Not Included
Herbicide & Pesticide Aggregate Limit	$1,000,000
Medical Payments Limit	$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	$25,000/$250,000
General Liability Deductible	$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	$1,000,000
	Aggregate	$2,000,000
Public Officials and Employment Practices Liability Deductible		$0

Retroactive Date:

Supplemental Payments: Pre-termination $2,500 per employee - $5,000 annual aggregate.
Non-Monetary $100,000 aggregate.

<u>Cyber Liability sublimit included under POL/EPLI</u>

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: $100,000 each claim/annual aggregate
Fraudulent Instruction: $25,000

FLORIDA INSURANCE ALLIANCE

PREMIUM SUMMARY

Magnolia Creek Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: **October 1, 2026 to October 1, 2027**

Quote Number: 100126233

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	$4,079
Public Officials and Employment Practices Liability	$3,706
Deadly Weapon Protection Coverage	Not Included
TOTAL PREMIUM DUE	**$7,785**

IMPORTANT NOTE
Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)

PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2026, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

(a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;

(b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;

(c) To abide by the rules and regulations adopted by the Board of Directors;

(d) That should the Applicant desire to cancel coverage; it will give not less than ninety (90) days prior written notice of cancellation;

(e) That if the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;

(f) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Magnolia Creek Community Development District

_____
(Name of Local Governmental Entity)

By: _____ _____
Signature Print Name

Witness By: _____ _____
Signature Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2026

By: _____
Administrator

TIGHTLINE CONSTRUCTION, INC.

3601 East 11th Street
Panama City, Florida 32401
(850) 624-9217 Phone

June 9, 2026
Innerlight Engineering Corporation
11490 Emerald Coast Pkwy W
Miramar Beach, FL 32550
Attention: Jim

Re: Asphalt Repair

We propose to furnish all labor, equipment, and materials necessary to remove and replace the existing damaged asphalt area/sink hole. The damaged asphalt will be saw-cut as needed, removed, and properly hauled off-site. Limestone base material will then be installed and compacted, followed by forming and pouring 11lf of Type F Curb and Gutter. After Curb has been cured, the placement of New Asphalt will be installed.

All permits, testing, watering and site access shall be provided by others.

*This quote reflects limestone or Crushed concrete base material and not the CIP reinforced concrete pad shown in detail.

Item No.	Item Description	~Qty	Unit	Unit Cost	Total Cost
1	Asphalt (Demo and Replace)	17	SY	$450.00	$7,950.00
2	Type F Curb (Demo and Replace)	11	LF	$170.00	$1,870.00
3	Sod replacement	31	SF	$16.00	$496.00
This proposal is a unit price quote, Meaning the pricing is based on the cost per unit of each item provided. All quantities are approximate and may vary due to several factors.					$10,316.00

Thank you for the opportunity to provide a quote for this work. Please review the details, and if you have any questions or need further clarification, feel free to call or text me on (850) 625-9247.

Sincerely,
Josey Nixon
Tightline Construction, Inc.

TIGHTLINE
CONSTRUCTION, INC.
3601 East 11th Street
Panama City, Florida 32401
(850) 624-9217 Phone

October 30, 2026
Innerlight Engineering Corporation
11490 Emerald Coast Pkwy W
Miramar Beach, FL 32550
Attention: Jim

Re: Magnolia Creek CDD depression – Asphalt Patch

We propose to furnish all labor, equipment, and materials necessary to remove and replace the existing damaged asphalt area/sink hole and any potential leaks in the adjacent manhole will be patched with plug material. The damaged asphalt will be saw-cut as needed (approx. 9'x7'), removed, and properly hauled off-site. Limestone base/Crushed concrete material will then be installed and compacted, followed by new Asphalt approx. 2" thick.

All permits, testing, and site access shall be provided by others.

*This quote reflects limestone or Crushed concrete base material and not the CIP reinforced concrete pad shown in detail.

Item No.	Item Description	~Qty	Unit	Unit Cost	Total Cost
1	Asphalt (Demo and Replace) and Drain Structure patch	1	EA	$7,350	$7,350.00
					$7,350.00

Thank you for the opportunity to provide a quote for this work. Please review the details, and if you have any questions or need further clarification, feel free to call or text me on (850) 625-9247.

Sincerely,
Josey Nixon
Tightline Construction, Inc.

Tab 5

RESOLUTION 2027-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2025/2026, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Magnolia Creek Community Development District ("**Board**"), previously adopted the District's Fiscal Year 2025/2026 annual budget ("**Budget**"); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and the prior resolution adopting the budget and providing for amendment thereto, authorize the Board to amend the Budget during Fiscal Year 2025/2026 or within sixty (60) days following the end of the Fiscal Year 2025/2026; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

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

1. BUDGET AMENDMENT.

a. The Board has reviewed the District Manager's proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of Sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2025/2026.

c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget for the Magnolia Creek Community Development District for the fiscal year ending September 30, 2026, as amended and adopted by the Board of Supervisors effective **[insert date of adoption by this resolution]**."

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of Magnolia Creek Community Development District, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sums set forth in **Exhibit A**, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the amounts set forth in **Exhibit A**.

3. CONFLICTS. This Resolution is intended to amend, in part, the District's prior resolution adopting the Budget, which prior remains in full force and effect except as otherwise provided herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. EFFECTIVE DATE. This Resolution shall take effect as of November 12, 2026.

Introduced, considered favorably, and adopted this 12th day of November 2026.

ATTEST:	**MAGNOLIA CREEK COMMUNTY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Amended Fiscal Year 2025/2026 Budget

Exhibit A
Amended Fiscal Year 2025/2026 Budget

Tab 6

LLS Tax Solutions Inc.
1645 Sun City Center Plz., #5027
Sun City Center, FL 33571
Telephone: 850-754-0311
Email: liscott@llstax.com

July 27, 2026

Magnolia Creek Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Magnolia Creek Community Development District ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- $21,640,000 Magnolia Creek Community Development District Capital Improvement Revenue Bonds, Series 2007A and Series 2007B

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment

of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated "tax shelter" rules that require taxpayers to disclose their participation in "reportable transactions" by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all "reportable transactions" and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client's participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state "tax shelter" reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client's failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the three annual bond years beginning July 1, 2025, through the period ending June 30, 2028, is $1,500, which is $500 for each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.

- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).

- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours
LLS Tax Solutions Inc.

By: Linda L. Scott

Linda L. Scott, CPA

AGREED AND ACCEPTED:
Magnolia Creek Community Development District

By: _____

Print Name _____

Title _____

Date: _____

Tab 7

Proposal #137626

Date: 11/3/2026

Primary Contact
Denise Hartzell Rizzetta & Company 120 R Jackson Boulevard Panama City Beach, FL 32407

Landscape Service Provider:
Green Earth Southeast, LLC. 15167 Highway 331 Business Suite B. Freeport, FL 32439

Constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing, and payment responsibilities for landscape management services provided at:

Property:
Magnolia Creek CDD Silverthorn Street Freeport, FL 32435

Landscape Management Agreement - Magnolia Creek CDD

This agreement takes effect November 9,2026 (the "Commencement Date"). This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement.

SCHEDULE AND FREQUENCY OF SERVICES:

The frequency schedule represented is the number of services or applications proposed, it is not intended to be a schedule commitment, which will vary depending on weather, holidays, accidents, and other conditions beyond our control. We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the real site conditions present on property. Timing of applications will be based on ideal conditions for your property.

SPECIAL PROVISIONS:

A pre-contract clean-up will be required if site conditions are not at an acceptable level. The landscape should be in a condition to allow regular maintenance activities to occur while meeting client expectations as defined in this agreement. Acceptable is defined as: weeds in the planting beds are at a minimal and manageable level in addition to the lawns being less than 4" high.

Fixed Payment Services

Description of Services	# Of Occurences Per Year
General Maintenance Services	
Quarterly Maintenance	4
Monthly Investment	**$421.67**

Payment Schedule For Fixed Payment Services

Schedule	Price	Sales Tax	Total Price
November	$421.67	$0.00	$421.67
December	$421.67	$0.00	$421.67
January	$421.67	$0.00	$421.67
February	$421.67	$0.00	$421.67
March	$421.67	$0.00	$421.67
April	$421.68	$0.00	$421.68
May	$421.67	$0.00	$421.67
June	$421.68	$0.00	$421.68
July	$421.67	$0.00	$421.67
August	$421.68	$0.00	$421.68
September	$421.67	$0.00	$421.67
October	$421.68	$0.00	$421.68
	$5,060.08	**$0.00**	**$5,060.08**

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

By _____ **By** _____

Matt Weinrich (GE)

Date 11/3/2026 **Date** _____

Green Earth Southeast, LLC. **Magnolia Creek CDD**

Fixed Payment Services

Quarterly Maintenance

Service frequency: Weekly April - October

Lawn Mowing: Remove litter prior to mowing to avoid shredding. General turf areas will be mowed at a mowing height best suited for turf type and season.

Edging/Trimming: Sidewalks, driveways, curbs, and flower beds will be edged/trimmed as needed to maintain a neat appearance.

Ornamental beds and Flowerbeds: Weed control shall be maintained in all flowerbeds**,** ornamental beds and tree rings on a regular basis. This may be completed by hand weeding or through the use of post-emergent herbicides. Weeds are minimized by applications of mulching material annually. **(mulch applications will be specified if included in this agreement).**

Terms & Conditions

ACCEPTANCE

This proposal is valid for thirty (30) days from the date shown on the first page of this Agreement. This Agreement is subject to our capacity to perform the Services at the time we receive the executed Agreement. If, at that time, we no longer have the capacity to perform the Services, we shall have the right to void this Agreement upon written notice to you, in which case neither party shall have any further obligation to the other under this Agreement.

DEFINITIONS

You should note the following words have special meaning throughout this Agreement:

1. "You," "Your," and "Customer" means the undersigned customer and all of their agents or representatives.

2. "We," "Our," "Ours," "Us," and "Contractor" means Green Earth Landscape Services, LLC and all of its representatives.

3. "Services" means all materials, labor, supplies and equipment necessary to perform the specified work.

OUR RESPONSIBILITIES INCLUDE

1. Provide a continuing managed process to manage the care of your exterior environment.

2. Assign a lead technician to have primary responsibility for work to be performed at your site.

3. Coordinate all work with you to assure safety and minimal disruption at your site.

YOUR RESPONSIBILITIES INCLUDE

1. Inform us of whom we should work with at your site to assure the proper coordination of our work.

2. Provide us with a copy, if available, of all site plans, drawings or prints.

3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.

4. Permit only our representatives to perform the work included in the Services of this Agreement, as we will only guarantee our work and not the work of other parties.

5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.

6. Inspect the work performed by us within three (3) days of the date that the Services are performed and notify us of any reasonable dissatisfaction with the work performed or any objection will be deemed waived.

7. Notify us of any damage or claims within five (5) days of the performance of the Services.

8. Provide us with your critique of our Services and suggestions for on-going improvements as part of our Customer Assurance Quality program.

9. Pay invoices timely.

TERMS AND CONDITIONS

Accessibility: For us to perform the required Services in a cost-effective manner and for the estimated Total Price set forth in the Payment Schedule (the “Agreement Price”) quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required Services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement. Work crews shall arrive at the job site unannounced unless otherwise noted herein.

Taxes: You agree to be responsible for all applicable taxes on the Services and/or materials used or provided in connection with the Services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits, approvals or consent for the Services provided pursuant to this Agreement. Contractor will maintain a license, as required by state or local law, and will comply with all other license and permit requirements of any government entity, as well as all other requirements of law.

Payment Terms: You agree to pay invoices within ten (10) days of receipt. If a payment plan is indicated on the face of this Agreement, payments under the plan will be due as indicated and without further demand or invoicing required. Should a payment become thirty (30) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. A late charge of one-and-a-half (1.5%) percent per month will be charged on all amounts that are delinquent.

Payment is by check or ACH transfer. A three (3%) percent surcharge will be added for every payment by credit card. Any costs from automated or third-party invoicing processing required by you will be added to the Agreement Price. Any check dishonored will incur a one hundred ($100) charge.

In the event we must commence collection action or arbitration to recover any amount payable under this

Agreement, you agree to reimburse us for all costs, expenses and attorneys' fees when incurred by us.

Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Services under this Agreement. We are not liable for damages to private or temporary utilities or siding within 6" of the turf. We are not responsible for the conditions of the premises and are not liable for any slip, trip or fall accidents on these premises.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, or any other condition that is not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may result in additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

You agree to pay on a time and materials basis for any additional work required to complete the work occasioned by concrete, rock, pipe, electrical lines, etc. encountered while performing such tasks, or any other conditions not readily apparent while estimating the work. We reserve the right to charge for any damages to equipment incidental to performance of contract.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials or service calls requested by you. If requested, you will be charged for these Services at our customer rates then in effect. If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time- and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us or our subcontractor. Therefore, you agree to permit only our personnel or agent(s) to perform the Services included. Should anyone other than us perform such Services, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Services of this Agreement.

Subcontracts: We reserve the right to hire qualified subcontractors to perform all or part of the Services, so long as such subcontractors comply with the provisions set forth herein.

Indemnity: If there is a claim, damage, loss or expense that is caused in whole or in part by the negligent performance of the Services by us, our owners, agents, representatives, consultants, employees, contractors, or subcontractors, then, we will defend, indemnify and hold you harmless from and against these claims, damages, losses and expenses. If there is a claim, damage, loss or expense that is caused in whole or in part by any act or omission by you, your owners, agents, representatives, consultants, employees, contractors, or subcontractors, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless us and our owners, agents, representatives, consultants, employees, contractors, and subcontractors from and against these claims, damages, losses and expenses including, but not limited to, attorneys' fees.

Insurance: We, and our subcontractors, agree to maintain General Liability, Automotive Liability, Worker's Compensation insurance and any other insurance required by law for the Services.

Delays Outside Our Control: In the event that there is a delay, loss, damage or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Due to the unpredictability of weather systems, we cannot be held responsible for postponements or cancellations of Services scheduled to be performed. No refund for cancelled Services or allowances shall be made. We shall act diligently to ensure that you receive all Services and the Agreement obligations are met.

Ground Repair Exclusion: We will attempt to minimize disturbance to your property. Due to the size and weight of equipment involved, some damage may occur. You understand that ground repairs are not included. In addition, any objects or plants within the area where Services are performed are your responsibility to either move or waive your rights to claim damages. Dust, dirt, and debris are incidental to the Services, and as such shall not be considered damage.

Debris: All dirt, materials and debris from the Services remain your property and will remain on site unless removal is specifically included in the quote. We will conduct the Services in a workmanlike manner and pile the dirt, materials and scrap in a reasonable manner next to the work site.

Warranty: Plants and materials carry a 360-day warranty. Warranty does not apply to acts of nature, vandalism or your failure to water or maintain the plants or materials as specified. Warranty will not apply to transplanted or moved plants or materials. Warranty will not cover perennials or non-native plant material for USDA Hardiness Zones 8 and 9. We warrant that our workmanship on all installations and repairs performed under this Agreement shall be performed in a good and workmanlike manner, and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days after completion of the applicable work, whichever is earlier.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages arising at any time or from any cause.

Limited Warranty: We will not be held responsible for repairs or damages resulting from weather, animals, vandalism, 3rd party activity or events beyond our control.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchant-ability other than as set forth in the preceding paragraph. You will look solely to the manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. WE DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limits of Liability: Our performance of Services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for Services rendered.

Dispute Resolution: Should a dispute arise between you and us that remains unresolved, then either party may seek exclusive relief through the procedure of the American Arbitration Association (AAA), or any equivalent recognized independent arbitrating organization. A single arbitrator shall decide all disputes. The arbitrator shall render a decision no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorneys' fees, incurred as a result of the dispute. Notwithstanding the foregoing, we may, at our option and without first submitting to arbitration, pursue collection of any unpaid amounts owed by you under this Agreement through a collection agency, small claims court, or any other court of competent jurisdiction, and nothing in this Agreement shall be construed to require arbitration of such collection efforts.

We both agree that any action through arbitration against either of us relating to any breach of this Agreement must be commenced within one (1) year from the date when the disputed work was performed.

Non-Solicitation: During and for a period of twelve months following any termination of this Agreement, you shall not, directly or indirectly or through others, hire, solicit or encourage any employee, consultant or subcontractor of

ours to leave or terminate their employment or relationship with us. You shall not hire any such employee, consultant, or subcontractor who has left our employment or contractual engagement within one year of such employment or engagement.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories. Due to the inability to anticipate rising fuel costs, we reserve the right to incorporate a proportional fuel surcharge during the course of the contract.

Escalation Clause: The parties agree and represent that material and labor costs have been regularly increasing at a rate that would change the assumptions that Contractor made in the pricing for this contract. Notwithstanding anything else in this contract, the parties agree that this contract is conditioned upon and makes reasonable market based assumptions on Contractor's ability to complete the project based upon the availability, delivery lead-time, and price of labor, materials, equipment, and fuel in the market where this project is located as of the date of the delivery of Contractor's proposal to Customer. In the event of future market constraints, or an increase, that is no fault of Contractor, in the delivery lead-time or cost, of any labor, materials, equipment, or fuel in the market where this project is located after the date of the delivery of Contractor's proposal to Customer, which effects the costs of Contractor, the contract sum and contract time shall be equitably increased by change order. Contractor shall deliver to Customer supporting documents which demonstrate a change in Contractor's costs and support an increase in Contractor's contract sum and contract time.

Early Termination: Customer may terminate this Agreement for convenience upon ninety (90) days' prior written notice to Contractor. Customer may also terminate this Agreement upon Contractor's material breach or default of this Agreement upon thirty (30) days' prior written notice to Contractor specifying the nature of the breach or default, provided that Contractor shall have the right to cure such breach or default within such thirty (30) day notice period. If Contractor fails to cure within such period, termination shall be effective upon expiration of the notice period. Contractor may terminate this Agreement for any reason upon thirty (30) days' prior written notice to Customer.

If you terminate this Agreement for any reason, before its intended expiration date, you agree to pay the difference in Services completed and Services billed. We will submit a final invoice to you for the balance of Services received and Services billed.

Notice: Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices shall be effective when received. Email is acceptable notice effective when received, however, email transmissions received after 4:00pm or on weekends or holidays, will be deemed received on the next business day. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between the parties.

Independent Contractor: We undertake performance of the Services as an independent company and shall be wholly responsible for the methods of performance. You shall have no right to supervise or direct the methods used.

Law and Venue: The Agreement shall be governed by and construed in accordance with the Laws of the State of Florida. The venue with respect to any litigation arising hereunder shall be brought in the county in which Contractor's main offices are located.

Waiver: A waiver by us of any breach of this Agreement shall not be binding unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. You shall pay all attorneys' fees and costs incurred by us in enforcing the rights under this Agreement.

Paragraph Headings: The paragraph headings contained herein are included solely for the convenience of the parties and do not, in any way, modify, amplify or give full notice of any of the terms, covenants or conditions of this Agreement.

Purchase Orders: This Agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter and contains all the covenants and agreements between the parties and this

writing constitutes the final expression of the parties' agreement. This Agreement may not be modified except in writing signed by an authorized representative of each party. No change is allowed to this Agreement, nor shall any change become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order from you shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties shall negotiate replacement terms for any invalid provision which reflect the original intent of the parties under this Agreement.

Survival: Upon completion of the Services or in the event of termination, obligations and duties provided for in the terms and conditions of this Agreement shall survive. Each party binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

Fees and Surcharges: We reserve the right to pass-through extraordinary costs when assessed by vendors in securing project resources. Typically, these costs relate to temporary fuel cost fluctuations that affect the manufacture or delivery of materials, supplies, and services. The Customer will receive written notification of any type of increase in fees and surcharges prior to assessment of these extraordinary costs.

Photos/Video Release: The Customer agrees that Contractor shall be permitted to (i) take photographs and/or video of the Customer's property, and (ii) to use such photographs and/or video for advertising and promotional purposes at its discretion. Contractor will make commercially reasonable efforts to maintain the privacy of the Customer.

Automatic Renewal: This Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-current term. Upon each such renewal, all pricing set forth in this Agreement shall automatically increase by the greater of (a) three percent (3%) or (b) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as published by the U.S. Bureau of Labor Statistics, measured over the twelve (12) month period ending sixty (60) days prior to the commencement of the applicable renewal term.

Successors and Assigns: Customer shall not assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, whether voluntarily, involuntarily, or by operation of law, including by merger, consolidation, or any change of control, without the prior written consent of Contractor. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, and permitted assigns.