AGREEMENT FOR AQUATIC MANAGEMENT SERVICES

This Agreement ("Agreement") is made and entered into effective the 1st day of June 2026, by and between:

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes,* with a mailing address c/o FCS Management Group, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**"); and

SOLITUDE LAKE MANAGEMENT, LLC, a Virginia limited liability company, with a mailing address of 5869 Enterprise Parkway, Fort Myers, Florida 33905 ("**Contractor**," together with the District, the "**Parties**," and separately "**Party**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, which was established for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure supporting community development within the District; and

WHEREAS, the District has a need to retain an independent contractor to provide the aquatic weed control services consulting services described herein; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide the services identified in **Exhibit A**, attached hereto and incorporated by reference herein, for the District's twenty-eight (28) ponds identified in **Exhibit B** (collectively, "Ponds" or "Lakes"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

SECTION 2. DUTIES. District agrees to use Contractor to provide the aquatic management services described in Exhibit A (the "**Services**") in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto. Contractor shall provide a written service report to the District Representative within five (5) business days after each service visit, which shall include, at a minimum: (i) date and time of each treatment; (ii) identification of each pond treated; (iii) chemicals and products applied; (iv) weather and water conditions at the time of application; (v) name and license number of the certified applicator; (vi) observations regarding pond conditions, including invasive species, algae levels, water clarity, and littoral shelf health; and (vii) any recommended corrective actions. Contractor shall maintain all such records for a period of not less than one (1) year and make them available to the District upon request.

A. ***Scope.*** Contractor shall provide the Services identified in **Exhibit A**, including any effort reasonably necessary to allow the District to receive the maximum benefit of all of the Services

and items described herein. Contractor shall perform the Services at a frequency of no less than once per month for each of the Ponds, and shall increase the frequency of visits as conditions warrant during the warm/wet season (May through October) to maintain effective control of invasive and nuisance aquatic vegetation. To the extent any of the provisions of this Agreement conflict with the provisions of **Exhibit A**, this Agreement controls. Should any error or inconsistency appear in the Services, Contractor, before proceeding with the Services, must notify the District for the proper adjustment, and in no case proceed with the Services in uncertainty.

B. ***Property.*** This Agreement grants to Contractor the right to enter the District property that is subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. To the extent the Contractor needs to use or access non-District property while providing the Services, Contractor shall coordinate such use in advance with the District Representative (as defined herein). Contractor shall provide the District Representative with a treatment schedule at least seven (7) days in advance of each planned service visit to allow the District to post appropriate notices to residents regarding chemical applications and any applicable water-use restrictions. Contractor shall immediately notify the District Representative (and in no event later than twenty-four (24) hours) of any environmental incident occurring in connection with the Services, including but not limited to fish kills, chemical spills, abnormal wildlife mortality, or significant algal blooms, and shall cooperate fully with the District and all regulatory authorities in investigating and remediating any such incident.

C. ***Permits and License.*** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor. Without limiting the foregoing, Contractor shall ensure that it and all personnel performing chemical applications under this Agreement hold and maintain current, valid Commercial Applicator Licenses issued by the Florida Department of Agriculture and Consumer Services (FDACS) with the appropriate Aquatic Pest Control category endorsement as required under Chapter 487, Florida Statutes. Contractor shall provide copies of all such licenses to the District Representative prior to commencing the Services and promptly upon any renewal thereof.

D. ***Standard of Performance.*** Contractor shall perform all Services in a neat and workmanlike manner and shall use industry best practices and procedures when carrying out the Services. In the event the District, in its sole discretion, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment for Services satisfactorily performed through the effective date of termination.

E. ***Means and Methods***. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects of the Services to ensure efficient and full completion.

F. ***District Representative.*** Contractor shall report directly to Howard McGaffney, who serves as District Manager, or his or her designee (the "District Representative"). Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to complete repair of any damage resulting from Contractor's activities within twenty-four (24) hours in instances affecting health, safety or welfare, and otherwise within five (5) calendar days.

G. ***Timing.*** The Services shall commence no later than June 1, 2026 and shall continue through September 30, 2027, unless otherwise agreed in writing by the Parties.

H. ***Clean-Up.*** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. After each service visit, the Contractor shall remove from the site all waste materials, rubbish, tools, equipment, and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor and may be deducted from amounts otherwise due to Contractor.

I. ***Subcontractors***. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained herein shall create contractual relationships between any subcontractor and the District.

SECTION 3. COMPENSATION AND PAYMENT.

A. ***Amount.*** The District shall pay Contractor a total amount not-to-exceed **Thirty Three Thousand, Three Hundred Forty-Four Dollars and 00/100 Cents ($33,344.00)** for the sixteen (16) month period of the Agreement, which shall be compensated at the monthly amount of **Two Thousand Eighty-Four Dollars and 00/100 Cents ($2,084.00)** in accordance with unit prices set forth in **Exhibit A**, payable monthly upon acceptance by the District, for the Services identified in **Exhibit A**. Such amounts include all equipment, materials, permits and labor necessary for full execution of the Services. For any renewal term, compensation shall remain at the same monthly rate unless otherwise agreed in writing by the Parties. Contractor shall maintain records conforming to usual accounting practices.

B. ***Payments and Invoices.*** All payments and invoices shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*, and the District's adopted *Prompt Payment Policies and Procedures*. The invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the Services were provided, and the address or bank information to which payment is to be remitted.

C. ***Additional Services.*** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

D. ***Conditions Precedent to Payment.*** The District may require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor as to Services to the District has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. TERM AND TERMINATION.

A. ***Term.*** This Agreement shall become effective as of the date first above written and shall remain in effect through September 30, 2027, unless terminated in accordance with the terms of this Agreement. Thereafter, this Agreement shall automatically renew for one (1)-year terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term or unless terminated in accordance with the terms of this Agreement. Renewals are contingent upon satisfactory performance and subject to the availability of funds.

B. ***Termination*****.** The Parties agree that either Party may terminate this Agreement, with or without cause, providing thirty (30) days' written notice of termination to the respective Parties. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services satisfactorily performed through the effective date of termination, prorated as applicable based on the monthly compensation, subject to whatever claims or offsets the District may have against Contractor.

SECTION 5. WARRANTY. The Contractor warrants to the District that all materials and products used in connection with the Services shall be applied in accordance with manufacturer specifications and all applicable federal, state, and local regulations, including those of the Florida Department of Agriculture and Consumer Services and Florida Department of Environmental Protection, and consistent with stormwater operating permits. Contractor warrants that the Services will be performed in a professional manner consistent with industry standards for aquatic management services. If, within thirty (30) days following any treatment, the District notifies Contractor that the treatment has not achieved the expected results, Contractor shall, at no additional cost to the District, re-treat or take corrective measures as reasonably necessary. Contractor shall be responsible for any damage to the District's ponds, waterways, landscaping, or surrounding property resulting from improper application of chemicals or negligent performance of the Services, and shall promptly remedy any such damage at Contractor's sole expense. Neither final payment nor any provision of this Agreement shall relieve Contractor of responsibility for deficient Services.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and practices for aquatic management services of similar scope; (ii) in compliance with all applicable federal, state, county, and municipal laws, codes, ordinances, rules and regulations, including, without limitation, all professional licensing requirements, environmental regulations, and pesticide application laws; and (iii) in an expeditious and economical manner consistent with the best interest of the District.

SECTION 6. INSURANCE.

A. ***Limits***. The Contractor shall maintain throughout the term of this Agreement insurance with limits of liability not less than the following:

Workers Compensation	In accordance with the laws of Florida
Employer's Liability Coverage	$1,000,000 per accident or disease
General Liability*	
Bodily Injury (including contractual)	$1,000,000/$2,000,000

Property Damage (including contractual)	$1,000,000/$2,000,000
**Must include Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation*	
Automobile Liability covering any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed	
Bodily Injury and Property Damage	$1,000,000 combined single limit

B. ***Requirements.*** The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Additional Insureds") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.

C. ***Failure to Obtain Insurance.*** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

A. ***Indemnification by Contractor.*** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Indemnitees"), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Contractor's performance of, or failure to perform, Contractor's obligations pursuant to this Agreement or any Services or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in this Agreement or any Services. Notwithstanding anything to the contrary in this Agreement, the Contractor's total liability to the indemnified parties shall be limited to One Million Dollars ($1,000,000), regardless of the legal basis of recovery or the type of claimed damages.

B. ***Obligations*.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in this Agreement is intended to waive or alter any other remedies that the District may have as against the Contractor. The provisions of this Section 7 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this Section 7 survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

C. ***Subcontractors.*** Contractor shall ensure that all subcontracts related to the Services include Section 7 for the benefit of the Indemnitees.

SECTION 8. LIMITATION OF GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment used by it to perform under this Agreement. The Contractor shall not permit any liens or claims to be filed or maintained against the District's property arising by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. If the Contractor does not pay or satisfy such claim or lien within three (3) business days after written notice from the District, the District, in addition to all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND ENFORCEMENT.

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

B. ***Applicable Law and Venue.*** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

C. ***Attorney Fees.*** If either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

D. ***Third-Party Interference.*** The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

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

A. **If to Contractor:** Solitude Lake Management, LLC
5869 Enterprise Parkway
Fort Myers, Florida 33905
Attn: _____

B. **If to District:** Sweetwater Creek CDD
c/o FCS Management Group, LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

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

SECTION 15. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Contractor acknowledges that, pursuant to Section 287.058(c), *Florida Statutes*, the District may unilaterally cancel this Agreement if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement, unless such records are exempt under Florida law. Contractor acknowledges that the designated Public Records Custodian for the District is **Vesta District Services**. **("Public Records Custodian").**

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO

THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, OR BY MAIL C/O VESTA DISTRICT SERVICES, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

SECTION 16. CONTRACTOR CERTIFICATIONS.

A. ***Capability.*** Contractor has the capacity to furnish (directly or by subcontract or through vendors) any tools, materials, supplies, equipment and labor necessary to complete the Services required of Contractor under this Agreement and Contractor has sufficient experience and competence to perform the Services under the Agreement and meets the qualification standards set forth herein.

B. ***Authorization.*** Contractor is authorized to do business in St. Johns County and the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Services.

C. ***E-Verify Requirements.*** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

D. ***Scrutinized Companies.*** In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies or Other Entities that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E. ***Anti-Human Trafficking.*** Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(14), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

F. ***Public Entity Crimes.*** Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

G. ***Foreign Influence.*** Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 17. MISCELLANEOUS.

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

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

C. ***Execution.*** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties agree that electronic signatures may be used to sign this Agreement and shall have the same force and effect as a written signature.

D. ***Headings for Convenience Only.*** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

E. ***Agreement; Amendments.*** This instrument shall constitute the final and complete expression of agreement between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

F. ***Custom and Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

G. ***Successors; Assignment.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, the Contractor may not assign this Agreement without the prior written approval of the

District. Any purported assignment by the Contractor without such approval shall be void.

H. ***Authorization.*** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement to be effective on the day and year first written above.

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Chairman Cervelli
Chairman Cervelli (May 27, 2026 08:40:50 EDT)

□ Chairperson/ □ Vice Chairperson,
Board of Supervisors
Date: 05/27/2026

SOLITUDE LAKE MANAGEMENT, LLC

By: Trina L. Duncan
Print Name Trina L. Duncan
Its: Business Manager
Date: 05/27/2026

Exhibit A: Scope of Services
Exhibit B: Service Area Map

Exhibit A
Scope of Services

Services Agreement

SCHEDULE A – SCOPE OF SERVICES

A SOLitude Aquatic Specialist will visit the site and inspect the Ponds Two times per month June 2026 through September 2027 (16 Months).

Monitoring:

1. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
    - Water levels
    - Water clarity or quality
    - Turbidity
    - Beneficial Aquatic Vegetation
    - Nuisance, Invasive, or Exotic Aquatic Vegetation
    - Algae
    - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
    - Erosion
    - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
    - Forebays and inflowing or outflowing swales, ditches, and stream channels
    - Vegetated buffers
    - Sedimentation
    - Nuisance animal activity
    - Fish habitat
    - Mosquito breeding conditions and habitat
    - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would

require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found at the time of application.
2. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected for any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Algae Control:

1. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

1. Pond **Dye** will be applied to the lake(s) on an as-needed basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Trash Removal:

1. Trash will be removed from the lake(s) and disposed of off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas..

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this Agreement after each visit.

Exhibit B
Service Area Map



260521 - Agreement for Aquatic Management Services (Solitude) - Sweetwater Creek CDD

Final Audit Report 2026-05-27

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