

MEDITERRA

COMMUNITY DEVELOPMENT DISTRICT

November 19, 2025

BOARD OF SUPERVISORS REGULAR MEETING AGENDA

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Mediterra Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Fax: (561) 571-0013•Toll-free: (877) 276-0889
<https://mediterracdd.net/>

November 12, 2025

Board of Supervisors
Mediterra Community Development District

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the Mediterra Community Development District will hold a Regular Meeting on November 19, 2025 at 9:00 a.m., in the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*3 minutes per speaker*)
3. Chairman's Comments
4. Approval of October 15, 2025 Regular Meeting Minutes
5. Dryad Silvanet Wildfire Detection System Items
 - A. Johnson Engineering Review of Dryad References
 - B. Dryad Manufacturer Warranty
 - C. Continued Discussion: Certified Security & Integration Proposal for Silvanet System
 - D. Consideration of Certified Security & Integration Contract
 - E. Consideration of Superior Waterway Services, Inc. Service Agreement for Installation of Silvanet System
6. Continued Discussion: Lake Bank Maintenance for 12 Excluded Areas
 - A. Johnson Engineering, LLC Excluded Maintenance Areas Observation Report
 - B. EarthBalance Price Quote for Initial Clearing /Maintenance of Twelve Areas (James Barron)
7. Discussion: Homeowner Request to Maintain Conservation Area Adjacent to 15167 Brolio Lane

8. Lake Bank Items
 - A. Discussion: Johnson Engineering, LLC Lake Bank Observations for Lakes 16, 25, & 33
 - B. Consideration of Lake Bank Restoration Proposals for Lake 16 (Milan) and Lake 43 (Verona)
 - C. Discussion: Lake 22 (Medici) Follow up Project
9. Aeration Electrical Supply Items
 - A. Discussion: Estimated Monthly Cost
 - B. Continued Discussion/Consideration: Aeration New Electrical Services Proposals
10. Discussion/Recommendation for Lake 63
11. Update: Superior Waterway Services, Inc. Lake Treatment Report
12. Consideration of Resolution 2026-01, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Collier County and Lee County Supervisors of Elections Conduct the District's General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
13. Acceptance of Unaudited Financial Statements as of September 30, 2025
 - 2025 Operations Financial Impact Analysis
 - 2025 Summary Report/Breakdown
 - Summary/Notes
14. Old Business
15. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Johnson Engineering, Inc.*
 - Environmental Resource Permit (ERP) Extension
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: December 17, 2025 at 9:00 AM

- QUORUM CHECK

SEAT 1	MARY WHEELER	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 2	KENNETH TARR	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 3	JOHN HENRY	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 4	STEPHEN LIGHT	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 5	VICKI GARTLAND	☐ IN-PERSON	☐ PHONE	☐ NO

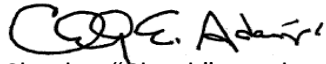
D. Operations Manager: *Wrathell, Hunt and Associates, LLC*

- Key Activity Dates Report

16. Action/Agenda or Completed Items
17. Supervisor's Requests
18. Public Comments (*3 minutes per speaker*)
19. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley "Chuck" E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 229 774 8903

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Mediterra Community Development District held a Regular Meeting on October 15, 2025 at 9:00 a.m., in the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110.

Present:

Kenneth Tarr	Chair
Vicki Gartland	Vice Chair
Mary Wheeler	Assistant Secretary
John Henry	Assistant Secretary

Also present:

Chuck Adams	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Alyssa Willson (via Zoom)	District Counsel
Mark Zordan	District Engineer
Andy Nott	Superior Waterways
Neal Spungen (via Zoom)	Dryad
Eric Barnett (via Zoom)	Dryad
Jeff Hanley (via Zoom)	Certified Security & Integration
Gayle Roberts	Resident
Yolande Simon	Resident
Dave McGehe	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:06 a.m.

Supervisors Gartland, Wheeler, Tarr and Henry were present. Supervisor Light was not present.

SECOND ORDER OF BUSINESS

Public Comments (3 minutes per speaker)

Residents Gayle Roberts and Yolande Simon provided pictures and discussed bushes that were removed along the unsightly, broken fence by the east gate and discussed the resulting loss of privacy at their residences.

Discussion ensued regarding the map of the lake, the location of the MCA's fence within the landscape buffer and whether the property in question is CDD or MCA property.

Mr. Zordan presented plats of the area and stated he was unaware that any clearing occurred. It was noted that the clearing occurred several years ago, perhaps in 2021. Mr. Willis stated that no such work was done or requested, on the CDD's behalf, and an additional cost would have been incurred. Mrs. Adams stated that any clearing would have required Board approval.

Discussion ensued about previous removal of cabbage palms, the specificity of the work order and determining what to do if it is on CDD land. It was noted that it is an MCA matter.

Mr. Adams stated, according to the Plat, all Landscape Buffer Easements shown as Tracts A, L, M, N and Q, subject to easements, are dedicated to the Mediterra Community Association.

Discussion ensued regarding the need to know what the CDD owns, what the MCA owns, what needs to be done, whether to have the area surveyed, who removed the foliage, whose responsibility it is to replace the foliage, and complete removal of all foliage and roots, including with leveling and stump removal.

Mr. Tarr stated, to the best of his knowledge, CDD contractors have never performed such complete vegetation removals. Mr. Adams stated the CDD does not remove stumps.

Mr. Henry believes the next step is to involve the MCA. He thinks a simple and relatively inexpensive solution that would satisfy residents would be to plant Clusia along the inside of the fence line; he does not propose the CDD pay for it. Mr. Tarr stated that CDD funds cannot be spent on private land.

Mr. Henry reiterated his opinion that planting Clusia along the inside of the fence line will satisfy residents. To him, the only thing to determine is who would pay for the Clusia and installation. He thinks if the MCA removed the foliage, it should pay for the installation and the CDD should do whatever is necessary to allow them to do that.

Discussion ensued regarding pictures and foliage removal. It was noted that the foliage was removed in 2021 and that the MCA had a program to increase visibility to the lakes. The consensus was that the CDD was not responsible for removing the foliage.

Mr. Henry will work with the Lucarno HOA and provide an update.

THIRD ORDER OF BUSINESS

Chairman's Comments

Mr. Tarr welcomed all to the meeting and discussed the need to avoid speaking over one another and to maintain respect for each other's opinions.

Resident Dave McGehe discussed an iguana issue occurring at Lake 58, in an area that includes a very woody area with seven tracts owned by four different organizations. Many iguanas have been observed on the lake bank in late afternoon.

It was noted that Pesky Varmints was engaged for toad control and has checked the area for iguanas in the past. Staff will ask Pesky Varmints to address the issue.

FOURTH ORDER OF BUSINESS

Approval of August 20, 2025 Public Hearing and Regular Meeting Minutes

Mr. Tarr asked for the minutes to be checked to ensure that Ms. Alyssa Willson's name is spelled correctly.

Regarding line 145, the full inventory of meters is underway and affixation of CDD stickers to each CDD meter is ongoing.

Regarding line 180, coco mat will be installed underneath the sod.

The following changes were made:

Line 190: Change "Adams" to "Zordan"

Line 184: Change "Medici" to "Mediterra"

On MOTION by Mr. Henry and seconded by Ms. Wheeler, with all in favor, the August 20, 2025 Public Hearing and Regular Meeting Minutes, as amended, were approved.

FIFTH ORDER OF BUSINESS

Update: Dryad Project

A. Discussion/ Consideration: Dryad Wildfire Detection Proposal

B. Consideration of Superior Waterway Services, Inc. Service Agreement [Installation of Wildfire Sensors]

Mr. Tarr introduced the Dryad Team and Mr. Jeff Hanley, of Certified Security & Integration, who is Dryad's reseller. Mr. Tarr commented on the proposal which provides passive monitoring, to include 622 sensors, 11 mesh gateways and 17 board gateways. He suggested adding page numbers to the proposal and noted that the gateways are third generation products, which he believes means this is not startup technology.

Mr. Spungen presented the Wildfire Detection Proposal dated October 6, 2025, which has been discussed and went through several iterations in the past year, based on different levels of coverage, response time and other factors. The current proposal reflects the integration of 24/7 monitoring center support. System alerts would be directed to a staff monitoring center in Florida, operated by CMS, which he believes provides similar services to other CDD residents, as well as the required hardware. Mr. Hanley will be responsible for integrating the system. Prices have increased since the proposal was last presented in March due to several factors, including the use of resellers and freight costs. While the proposal includes 622 sensors, the number could change slightly during installation and calibration. If desired, satellite connectivity for the gateways can be an option for an additional charge. Project oversight, project plans, training and installation assistance will be provided by Mr. Eric Barnett, who will be on site and assisting as installation will be performed by another contractor.

Discussion ensued regarding the system's ability to offer the highest level of cellular coverage possible, automatically switching based on whichever cellular provider has the best signal. All such costs are embedded into the fixed service fee shown in the proposal. A discount can be offered for a service contract of up to five years, if the CDD commits to a longer term upfront.

Mr. Tarr stated that Mr. Nott's proposal includes six technicians per day for the installation, and that, in the Project Timeframe, Dryad suggested four teams of two installers and one installer for gateways.

Discussion ensued regarding the proposal, the number and range of sensors, factors affecting detection time, whether to accept Dryad's recommendations regarding sensors, Mr. Light's email suggesting a proof of concept and a prescribed burn, the logistics and timeframes related to providing a proof of concept, and metrics and interfaces provided by the Dryad system to monitor performance.

In response to Mr. Tarr's questions, Mr. Barnett stated that over 100 sites have been deployed. New sites are constantly being deployed and current sites are constantly being expanded. No current customers demanded a refund and/or removal of the system due to failure to meet specifications.

Discussion ensued regarding Supervisor Light's suggestion that a Board Member perform fact finding with a current Dryad user, at the CDD's expense, and whether to send a Board Member to Germany to visit the company and plant.

Mr. Spungen stated that he sent Dryad's recommendations and references, and written responses to specific questions, to Mr. Light. It was noted that District Management was not included in these conversations.

The consensus was for Mr. Zordan to speak with the references and provide input. Mr. Spungen stated he will email the information to Mr. Zordan and invited him to call him with any further questions.

Mr. Henry noted that costs have increased dramatically since the proposal was first presented and asked if the CDD can receive a cost reduction if approved expeditiously.

Mr. Spungen stated that the hardware costs increased 22% due to increases in shipping and tariffs, and not a Dryad price increase, and that the scope of services also increased. Dryad does not discount the equipment because it is unique in the marketplace. He believes it is fairly and competitively priced and, in terms of the value proposition of what is provided, it is unmatched in terms of wildfire protection. He will ask about a price reduction but, generally, discounting does not happen with this equipment.

Ms. Gartland asked if the prices are guaranteed for a time, or if they could increase again. Mr. Spungen stated that the prices presented are predicated on the assumption that the CDD proceeds in the near term. In the event of a delay, prices could be affected by tariffs,

shipping or Dryad cost increases based on its cost changes. Knowing when the CDD might proceed could help determine how long the pricing can be locked in. There was a volume consideration based on the number of sensors, versus a system that might involve 100 sensors. Beyond that, he will see if Dryad is willing to consider something else.

The consensus was that no proof of concept will be requested.

Discussion ensued regarding implementing the Dryad system instead of wildfire mitigation in conservation areas and the potential cost savings.

Mr. Tarr voiced his belief that, if the Dryad system is installed and fails to perform, the Board would expect Dryad to make it right or remove it. Mr. Spungen stated that the Dryad system will be fully operational; if not, they would make it right. Mr. Tarr voiced his opinion that Dryad would not install a system in Mediterra and allow it to fail.

Discussion ensued regarding the remaining funds budgeted, potentially eliminating the need for future wildfire mitigation by installing the Dryad system, Mr. Zordan's due diligence eliminating the need for a site visit, and authorizing the Chair to approve proceeding with the project between meetings if certain parameters are met.

Regarding installation, Mr. Nott stated that he does not have enough additional staff members available and expressed concern about installing equipment on 20' poles in thick preserves.

Mr. Barnett stated that, rather than installing poles, the current plan calls for sensors and gateways to be installed on trees, at a minimum of 9' high; while greater height increases the range, it is not entirely necessary.

Mr. Hanley stated he will provide two additional per diem crew members to work with Mr. Nott.

Ms. Willson asked which entity would be responsible for equipment damaged during the installation process. It was noted that equipment damaged during installation would typically be switched out and treated as a warranty item that does not affect the CDD. Ms. Willson noted the need to ensure that the contracts address potential issues in advance. It was noted that, in some cases, the negligence clause could apply. Ms. Willson stated the intent is not to overly penalize the installer if it should be covered by the provider, or vice versa.

Mr. Tarr noted that, with \$350,000 budgeted and equipment costs of \$230,000, \$120,000 is available for installation. He asked how many days it would take for eight installers to complete the installation. Mr. Barnett predicted that installation can be completed in 10 business days. Mr. Spungen stated that it includes time to train the Superior team to perform initial setup before installation, checking proper function, and orienting end users on the dashboard and system. Mr. Hanley estimated the cost for additional crew members to be \$30,000 to \$40,000, depending on travel charges and related issues. Mr. Adams stated that the expenses fall within the budget.

The consensus was that Mr. Tarr will participate in the call with Mr. Zordan.

Ms. Gartland asked if anything would necessitate the Agreement being presented to the Board again in November. Mr. Tarr asked Mr. Hanley to ensure that his staff can work in Florida and voiced his opinion that Collier and Lee County licenses should be easy to obtain.

Mr. Tarr stated that, if the references reported long-term periods of system outages, he would be very concerned and not want to move ahead. Mr. Spungen stated that every Dryad system is monitored centrally so, if something goes offline, it is addressed right away; uptime is very critical for these systems.

Ms. Wheeler asked when installation would begin, once approved. Mr. Spungen stated that, once everything necessary for the contract and the order are received, installation could begin within 90 days. It was noted that dry season is the best time for installation.

On MOTION by Mr. Henry and seconded by Ms. Wheeler, with all in favor, the Dryad Wildfire Detection Proposal, subject to review by Mark Zordan and possible consideration of a discount and satisfying District Counsel's requirements for the contract Agreement, subject to the Chair's input, was approved.

SIXTH ORDER OF BUSINESS

Discussion: MCA Lake Bank Landscape Agreements

- A. Johnson Engineering, LLC Excluded Maintenance Areas Observation Report**
- B. EarthBalance Price Quote for Initial Clearing/Maintenance of Twelve Areas**

220 Mr. Tarr discussed items that that should have been completed but were not and that
221 should have been paid for by the MCA, not the CDD. He was shocked by the cost of over
222 \$178,000 and suggested deferring this item to the next meeting.

223 Discussion ensued regarding whether to terminate the Agreement, the lack of any
224 recent resident complaints, the contract to maintain the areas and whether the areas should be
225 inspected.

226 Mr. Tarr noted the need to address these items with James Barron, Phil Green and Bill
227 Bowden. It was noted that the Agreement can be terminated at any time.

228 Discussion ensued regarding the photos and the poor condition of Lake 63.

229 A suggestion was made to hold a workshop at the end of the next meeting to review the
230 lake banks that are not being maintained.

231 Mrs. Adams will ask EarthBalance for a detailed breakdown of what they propose to do
232 at each specific area.

233

234 **SEVENTH ORDER OF BUSINESS**

Discussion: Aeration Electrical Supply

235

236 **A. Estimated Monthly Cost**

237 **B. Discussion/Consideration: Aeration New Electrical Services Proposal**

238 The Board and Staff discussed the amounts to be reimbursed to the owners of the
239 shared meters, whether the Club, an HOA or the CDD, as calculated by Mr. Nott.

240 Mrs. Adams recalled that the estimated cost to install meters is \$36,000. Mr. Nott stated
241 that would be the minimum amount to install meters next to existing meters without additional
242 work such as relocating meters to an easement.

243 Discussion ensued regarding a Cost Sharing Agreement, whether Florida Power & Light
244 (FPL) could advise that a meter cannot be shared, the lack of an Agreement with Porta Vecchio
245 and paying the shared costs going forward until meters can be installed.

246

247 **EIGHTH ORDER OF BUSINESS**

Update: Superior Waterway Services, Inc.

248

249 **A. Lake Treatment Report**

B. Update: Planting of Littorals

Mr. Nott stated that he did not prepare a monthly Lake Treatment Report. There is not much to report; he will inspect the littorals that were installed to ensure they are surviving.

Mr. Tarr stated that he asked Mr. Zordan to inspect Cortile and advise the Board how the lake bank restoration fared over the summer. Mr. Zordan provided photos and stated the littorals look good. The lake bank is holding up perfectly; there are no washouts.

Mr. Tarr voiced his opinion that, as bad as it was with MRI in Medici, they gave the CDD the product it was looking for. He encouraged Board Members to inspect the area. Mr. Nott stated that he noticed one floating black pipe, which he will have anchored.

NINTH ORDER OF BUSINESS

Discussion/Consideration: Aquatics Maintenance Agreement (expires 10/31/25) Earthbalance (Superior Aquatics Sub-Contractor) Will Hold Current Cost of \$349,364.60 Per Year for a 2-Year Renewal Starting 11/01/25

Mr. Willis stated the current contract expires at the end of the month. EarthBalance agreed to hold its price for the next two years if the contract is extended.

It was noted that the CDD is not required to bid the contract.

On MOTION by Ms. Gartland and seconded by Mr. Henry, with all in favor, the Aquatics Maintenance Agreement with EarthBalance (Superior Aquatics Sub-Contractor), in the amount of \$349,364.60 per year for a two-year renewal, starting November 1, 2025, was approved.

TENTH ORDER OF BUSINESS**Discussion: Lake Bank Erosion**

- Lake 43/Verona Report (to be provided under separate cover)**

Mr. Tarr stated the lake bank easement is difficult to access due to vegetation. He asked Mr. Zordan if the easement can be accessed without removing trees and vegetation.

Mr. Zordan distributed and presented the Lake 43/Verona Report. Referring to the Exhibit, View 5, Exhibit C6, he indicated a fence line. Exhibit 1 includes labeled trees to be

removed which are 6' and taller. Access is needed to reach the lake bank easement owned by the CDD to clear vegetation in an area measuring approximately 400' by 10' wide.

It was noted that remediation is necessary to remain in compliance with the South Florida Water Management District (SFWMD) permit.

Discussion ensued regarding gaining access from the golf course side, use of geotube, installation of sod, images of other geotube installations, the need for adjacent property owners to perform wash-out repairs using an approved CDD contractor, the need to regrade, and having residents direct rainwater to the lakes.

Proposals will be requested from EMC and MRI.

Mr. Tarr voiced his opinion that the Medici lake bank is a disaster and asked how it can be resolved. He thinks Lake 22 needs to be regraded, mat needs to be installed and more sod is necessary. Mr. Adams stated that MRI will be asked to provide a cost estimate to include installation of soil from the lake.

Staff will request proposals for Lake 43 and Lake 22.

Mr. Adams will call the golf course for access.

Mr. Tarr asked for an update on approval of the new Club bulkhead. Mr. Adams stated the original Easement Grant for expansion of this facility up to the water's edge on the lake was executed and recorded. He believes the Clubhouse upgrades will be completed first.

Mr. Adams will provide the recorded document of encroachment into the existing easement, which was approved by the Board, at the next meeting.

ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2025

- **2025 Operations Financial Impact Analysis**
- **Breakdown/Summary Report**

The Board and Staff reviewed the 2025 Operations Financial Impact Analysis and the Unaudited Financial Statements as of June 30, 2025.

Regarding the Mediterra Breakdown, Mr. Tarr asked for brackets to be utilized to represent negative numbers because red text does not show up in the agenda books.

313 The financials were accepted.

314 **On MOTION by Ms. Wheeler and seconded by Ms. Gartland, with all in favor,**
315 **the Unaudited Financial Statements as of June 30, 2025, were accepted.**

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317

318 **TWELFTH ORDER OF BUSINESS** **Old Business**

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320 There was no old business.

321

322 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**

323

324 **A. District Counsel: Kutak Rock LLP**

325 There was no report.

326 **B. District Engineer: Johnson Engineering, Inc.**

327 **• Environmental Resource Permit (ERP) Extension**

328 Mr. Zordan stated the SFWMD advised yesterday that the reviewers are still working on
329 the application and that the Permit Extension will be issued on or before October 25, 2025.

330 **C. District Manager: Wrathell, Hunt and Associates, LLC**

331 **• Direct Deposit of Reimbursements**

332 Mrs. Adams presented a handout and stated that Board Members cannot receive direct
333 deposit.

334 **• NEXT MEETING DATE: November 19, 2025 at 9:00 AM**

335 **○ QUORUM CHECK**

336 Supervisors Wheeler, Tarr, Henry and Gartland confirmed their attendance at the
337 November 19, 2025 meeting.

338 **D. Operations Manager: Wrathell, Hunt and Associates, LLC**

339 **▪ Key Activity Dates Report**

340 The October 2025 Key Activity Dates Report was included for informational purposes.

341 Mr. Tarr asked for page numbers to be added to the Report.

Regarding "Ethics Training for Special District Supervisors," it was noted that it is each Board Member's responsibility to take four hours of ethics training each year, by December 31, and to report completion of the requirement when filing Form 1 the following calendar year.

FOURTEENTH ORDER OF BUSINESS**Action/Agenda or Completed Items**

Items 9, 14, 20, 22, 23, 24 and 25 were completed.

FIFTEENTH ORDER OF BUSINESS**Supervisors' Requests**

There were no Supervisors' requests.

SIXTEENTH ORDER OF BUSINESS**Public Comments (3 minutes per speaker)**

No members of the public spoke.

SEVENTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Gartland and seconded by Mr. Henry, with all in favor, the meeting adjourned at 11:37 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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369

370 _____
Secretary/Assistant Secretary

Chair/Vice Chair

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COMMUNITY DEVELOPMENT DISTRICT

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MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

5A



November 12, 2025

Mediterra Community Development District Board of Supervisors
Attn: Mr. Chuck Adams
District Manager
c/o Wrathell, Hunt & Associates, Inc.
9220 Bonita Beach Road, Suite 214
Bonita Springs, FL 34135

Re: Dryad Silvanet System Users Review Summary

Dear Board of Supervisors:

The Mediterra Community Development District Board of Supervisors has requested that I perform a reference check of current users of the Dryad Silvanet System. Neal Spungen of Dryad assisted with the initiation of the request to two of their Dryad clients that have implemented the Dryad Silvanet System, being Terraformation in Hawaii and Palcom in Italy. Terraformation provided a response (see attached) dated October 28, 2025, and Palcom provided a response (see attached) dated October 31, 2025. The following is a summary of the information provided by two entities that have employed the system.

As a follow up to the Terraformation and Palcom responses, I issued a follow up request for additional answers to additional questions that I had to both entities. Of the two requests, Terraformation is the only one that provided a follow up response (see attached). Accompanying this document is the source material for your reference.

1. Terraformation – Hawaii

The system has been operational for a little over one year. This site has twenty-four (24) sensors and two (2) gateways.

• **Detection Performance and Reliability**

- Performed a smoke test, and had sensors go off when there was some road repaving taking place and the sensors picked up the hot tar within one to two minutes.
- No significant false alarms occurred during normal operation.
- The sensors produce data within very close range of the rest of the sensors in our environment so we're confident in the data coming from the sensors. When the air is clean, most of the sensors are returning almost identical values for air quality, temp, humidity etc., so we feel confident in the data.
- No false alarms and no other false positives.
- No equipment failures

• **Alarm Management and Practical Use**

- Human activity has not caused any alerts other than the paving activity.
- No missed fire occurrences.
- Will react to even one sensor alerting by looking at the site map and identifying its location.

- **Support and Maintenance**
 - Have not required any Dryad on-site support.
 - Dryad's support in general is timely and has been very helpful.
 - Very satisfied with phone and internet support.
- **Operational Configuration and Integration**
 - The operating system has been active for approximately twelve (12) months for monitoring smoke/fire.
- **Visualization and Communication**
 - Alerts go to a distribution list including an on-site employee, IT, back up employees, and managers.
 - Does not require a lot of administration. System is stable.
 - The interface is clear and provides useful information for localizing and timely intervention.

2. Palcom – Italy

The system has been operational for one year. It is located on a protected area (70 hectares or approx. 173 acres) with a sloping hillside near farmland, communities, and roads. This site has thirty-eight (38) sensors, three (3) mesh gateways, and two (2) border gateways.

- **Detection Performance and Reliability**
 - Good reliability in continuous monitoring and data transmission.
 - Conducted several controlled tests to verify the sensitivity of the sensors. In most cases, the alarm was triggered within the first 10 minutes of combustion with one anomaly likely due to environmental conditions or distance from sensors.
 - No significant false alarms occurred during normal operation.
- **Alarm Management and Practical Use**
 - Alarms are monitored via SMS text messages, allowing you to quickly check for alerts and view sensor data in real time.
 - After the initial calibration phase, we only encountered a false alarm once.
- **Support and Maintenance**
 - The DRYAD team has always proven to be available and collaborative, both remotely and during field tests.
 - Maintenance interventions are limited to periodic monitoring.
- **Operational Configuration and Integration**
 - The operating system has been active for approximately twelve (12) months and is integrated into the prevention and monitoring activities of the reference areas.
- **Visualization and Communication**
 - In the event of an alarm, the procedure involves receiving an SMS, verifying it on the platform, and, if necessary, carrying out a direct on-site check.
 - The interface is clear and provides useful information for localizing and timely intervention.

Conclusion:

Both “Terraformation” and “Palcom” provided positive feedback indicating good reliability and performance. The system is stable with no significant false alarms and requires minimal maintenance. Alert times ranged from one minute to ten minutes. The Dryad support team provides timely responses with “Terraformation” noting that they are very satisfied with the phone and internet support.

In addition, Dryad has provided a seventy-six-page Silvanet System Testing Report from within the challenging environment of the Thai Forest, dated February 25, 2025. The report outlines the deployment and comprehensive testing of the system. The conclusion was that the fire detection was successfully achieved. This report was not attached as it is a large file (69 megabytes) and is available for review upon request.

Very truly yours,

JOHNSON ENGINEERING, LLC.

A handwritten signature in black ink that reads "Mark Zordan". The script is cursive and fluid.

Mark Zordan, PMP

From: [Chris Llorca](#)
To: [Mark Zordan](#)
Cc: kentarr1@aol.com
Subject: [EXT] Re: Dryad Silvanet System - Reference Check please
Date: Tuesday, November 11, 2025 3:54:47 PM

CAUTION

Hi Mark, thanks for reaching out! I was born and raised in Miami so thanks for protecting our trees! :) We moved to Colorado this year, but we appreciate anyone caring for the forest so thank you!

I'll be happy to answer your questions for you. Let's go through them.

- What was your experience like with the equipment installation? A: We have an employee who lives at the site where the Dryad system was deployed. He was in charge of the installation and he said it was straightforward and easy. We had to get creative with the mounting of the sensors as we are a reforestation effort and therefore not all of our trees are big enough to support the sensors. That said, even mounted to posts the sensors work great and aren't too difficult to install. If you have nice big trees, using the tree mounts should be easy enough. Communication with the Dryad team during the pre-installation and installation phases of the project was really helpful.
- Have you experienced any communication problems? A: Our site is in a remote part of Hawaii island where we don't even have telecom services so we rely on Airfiber networks and now Starlink. The only communication issues we've ever experienced has been with our own internet service failing and not Dryad. As far as I can tell we have not had a single lapse in communication or monitoring since we deployed over a year ago.
- Is the system performing as expected? A: Yes, absolutely. Besides our own smoke / fire test we have also had to respond to valid smoke concerns near our site. In our case it was a road repair where hot tar was smoking which triggered some of our sensors to go off. I believe I mentioned it in the prior responses but this was a great real world test for us that we appreciated and never planned for. Thankfully we have not had any real fire or smoke concerns to deal with since the system was deployed but we've been happy with the scheduled and unscheduled smoke tests.
- Have you any issues with the system? A: None. I think the one thing we did have to deal with was during the initial setup. Due to our limited connectivity, it was taking longer for firmware updates to complete on the sensors. We worked with our customer success rep who was able to monitor the firmware updates from the Dryad side and once everything was fully updated, everything was working as

intended.

- Are you satisfied with the system? A: We've been very satisfied with the system!
- Would you recommend the Dryad Silvanet System to others? A: Absolutely!
- Do you have any other comments? A: We've been very happy with our Dryad setup. It gives us extra piece of mind and allows for our employee living on site to feel that much less anxious when on vacation or stepping away. Being able to detect smoke early should help mitigation teams prevent a bigger catastrophe.

I hope you found these answers helpful! If you think of any others, feel free to send them my way.

Have a great rest of your week

Chris

On Mon, Nov 10, 2025 at 1:40 PM Mark Zordan <maz@johnsoneng.com> wrote:

Hi Chris,

We are currently in the process of implementing the Dryad Silvanet System in a residential community with large areas of vegetated preserve land in southwest Florida. I am contacting you for a reference check on the Dryad Silvanet System. I am in receipt of your answers (see attached email from Neil of Dryad) to the initial questions, and I just wanted to follow up myself. Would you please briefly respond to the following questions?

- What was your experience like with the equipment installation?
- Have you experienced any communication problems?
- Is the system performing as expected?
- Have you any issues with the system?

- Are you satisfied with the system?
- Would you recommend the Dryad Silvanet System to others?
- Do you have any other comments?

Thank you for taking the time to respond to this request.

Best regards, Mark

Mark A. Zordan, PMP

Project Manager

JOHNSON ENGINEERING, LLC.

An Apex Company

2122 Johnson Street | Fort Myers, FL 33901

Direct: (239) 461-2474 | Main: (239) 334-0046

Mobile: 239-484-4880

maz@johnsoneng.com

www.johnsonengineering.com

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From: [Neal Spungen](#)
To: [Kenneth Tarr](#); [Mark Zordan](#)
Subject: [EXT] Fwd: Help Needed
Date: Tuesday, October 28, 2025 11:54:47 AM

CAUTION

Ken and Mark,

Here are the questions and answers from Terraformation, the site in Hawaii. I hope to have another site for you soon. Please let me know if you have any questions.

Thanks,

Neal

----- Forwarded message -----

From: **Chris Llorca** <llorca@terraformation.com>
Date: Tue, Oct 28, 2025 at 11:31 AM
Subject: Re: Help Needed
To: Neal Spungen <neal@dryad.net>

Sorry for the delay, Neal, I was out sick yesterday and wasn't online.

Let's get these answered for you.

1. How successful has the system been in detecting early smouldering or actual fires?

A- Thankfully we haven't had any nearby fires to detect, but we confirmed functionality with our own smoke test and we've also had sensors go off when there was some road repaving taking place and the sensors picked up the hot tar. It was nice to see the system working and it was even better that it wasn't a real fire.

2. How reliable is the data the system produces?

A- We have about 24 sensors and two gateways in our system. Each of the sensors produces data within very close range of the rest of the sensors in our environment so we're confident in the data coming from the sensors. When the air is clean, most of the sensors are returning almost identical values for air quality, temp, humidity etc so we feel confident in the data.

3. How much time elapses between the beginning of the fire until your DRYAD installation detects it?

A- When the road repair work took place, we received notification from Dryad within a minute or two of the repair truck arriving with the (smoking) hot tar.

4. How many, if any, false alarms has it produced?

A- No false alarms. The smoking hot tar was actual smoke so I don't consider it a false positive. No other false positives.

5. How many missed fires have you experienced?

A- None

6. How do you respond to the alarms — for example, do you react to one sensor signal or multiple signals?

A- We react to even one sensor alerting. Being able to look at the site map and identify which sensors are firing and where they're located on our property helps us quickly identify any issues.

7. Do you have situations where human recreational activities cause alarms?

A- We have an employee who lives at the site. They occasionally grill outside which has yet to trigger any fire/smoke alerts from the Dryad system. Maybe if the food caught fire or if the food generated way more smoke it might cause alerts, but so far, it hasn't. The only other human activity that did cause alerts were the aforementioned road repair work.

8. How satisfied are you with DRYAD's on-site support?

A- We haven't required any Dryad on-site support but Dryad's support in general has been very helpful. Timely responses and always helpful.

9. How satisfied are you with their ability to assist you over the phone or internet?

A- Very satisfied.

10. How do you display the system warnings or alarms, and to whom?

A- Alerts go to a distribution list of people responsible for maintaining it. The alerts go to the on-site employee at the property, me in IT, backup employees near the site and a couple of managers. This ensures that someone will always notice the alert and we'll be able to quickly get eyes on whatever situation may arise.

11. How reliable is the equipment? Have you had to replace sensors or gateways?

A- Since deploying the equipment, we haven't had to replace any sensors or gateways. Everything has worked properly since deployment and firmware updates.

12. How long has your installation been operational?

A- A little over a year

13. Is the system part of an overall wildfire management process (prevention, detection, suppression)?

A- We capture a lot of data from our sites but this is the only system we have specifically for monitoring smoke / fire. We have procedures for preventing fires from breaking out on-site and procedures for suppressing / extinguishing fires if they're small enough for us to handle without a fire department.

14. Do you have a system administrator, or is this assigned elsewhere?

A- The system was deployed as an IT project. IT is on the monitoring / distribution list for the alerts. Our employee on site has admin access to the system as well so either of us can administer the system. Once deployed and the sensors are fully up to date, the system is pretty stable and generally quiet. It does not require a lot of administration.

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From: [Neal Spungen](#)
To: kentarr1@aol.com
Cc: [Kenneth Tarr](#); [Mark Zordan](#)
Subject: [EXT] Re: Another Reference
Date: Wednesday, November 5, 2025 11:39:46 AM

CAUTION

Ken and Mark,

Here are a few additional details:

70 hectares area

Using cell for communication

Please let me know if you need any additional information.

Thanks,

Neal

On Sun, Nov 2, 2025 at 4:18 PM Neal Spungen <neal@dryad.net> wrote:

Hi Ken,

Here are some additional details:

- Protected area near farmland, communities, and roads
- 38 sensors, 3 mesh gateways, 2 border gateways
- Sloping hillside area
- Actual location cannot be shared to to privacy concerns

Please let me know if you have any questions.

Thanks,

Neal

On Sat, Nov 1, 2025 at 7:56 PM kentarr1@aol.com <kentarr1@aol.com> wrote:

Thx Neal,

Can you provide some additional insights into this location. Obviously it's performing well, and your client is pleased.

Ken

On Sat, Nov 1, 2025 at 5:34 PM, Neal Spungen
<neal@dryad.net> wrote:

Ken and Mark,

Here is a reference from a Dryad customer in Italy. Please let me know if you have any questions.

Thanks,

Neal

----- Forwarded message -----

From: **Chiara Manca - Palcom** <comunicazione@palcom.it>

Date: Fri, Oct 31, 2025 at 9:21 PM

Subject: Re: Short reference request – your experience with DRYAD

To: <eric@dryad.net>

Hi Eric,

Thank you for your message. Below you can find our feedback based on the points you listed.

1. Detection Performance and Reliability

The system has demonstrated good reliability in continuous monitoring and data transmission.

We have not yet had any real fire events, but several controlled tests to verify the sensitivity of the sensors.

In most cases, the alarm was triggered within the first 10 minutes of combustion. In only one case was the anomaly not detected, likely due to environmental conditions or the distance from the sensors (we are discussing this with the technical team).

No significant false alarms occurred during normal operation.

2. Alarm Management and Practical Use

Alarms are monitored via SMS text messages, allowing you to quickly check for alerts and view sensor data in real time.

After the initial calibration phase, we only encountered a false alarm once.

3. Support and Maintenance

The DRYAD team has always proven to be available and collaborative, both remotely and during field tests.

Maintenance interventions are limited to periodic monitoring.

4. Operational Configuration and Integration

The operating system has been active for approximately 12 months and is integrated into the prevention and monitoring activities of the reference areas.

5. Visualization and Communication

In the event of an alarm, the procedure involves receiving an SMS, verifying it on the platform, and, if necessary, carrying out a direct on-site check.

The interface is clear and provides useful information for localizing and timely intervention.

Please let me know if you need any additional details or technical information.

Kind regards,



Chiara Manca
+39 0832 19 45 385

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MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

5B



Date: November 11, 2025

Recipient: Mediterra CDD

Subject: Confirmation of Hardware Warranty and Service Agreement

Dear,

Mr Kenneth Tarr, Mediterra Board of Directors,

This letter serves to formally confirm the hardware warranty for the **Dryad Silvanet Wildfire Products** (covered hardware).

Warranty Period and Coverage

The maximum **Warranty Period** for the covered hardware extends for **ten (10) years** from the original date of purchase, subject to the conditions detailed below.

1. **Replacement or Repair:** Faulty hardware components will be repaired or replaced (at the sole discretion of **Dryad Networks GmbH**) to restore the unit to functional condition.
2. **Shipping Costs:** **Dryad Networks GmbH** will cover standard shipping costs for all repaired or replacement hardware sent **to the customer site**. (Note: Shipping costs for returning faulty hardware to our facility are the responsibility of the customer.)
3. **Fulfillment:** Warranty service will be fulfilled in the following order:
 - a) through a Dryad certified reseller for the territory, or
 - b) if no active certified reseller is available through **Dryad Networks GmbH** directly.
4. **Installation and Setup:** All costs and responsibilities associated with the installation, setup, and de-installation of the hardware are borne solely by the **Customer**.

Warranty Exclusions

This warranty explicitly excludes replacement or repair of hardware that has been damaged due to:

- **Misuse or Faulty Handling:** Damage caused by improper operation, mishandling, or incorrect installation (where installation is performed by the Customer or a third party).
- **Vandalism or External Factors:** Damage resulting from intentional acts (vandalism), accidents (e.g., fire, flood, power surges), or any other factors outside of the control of **Dryad Networks GmbH**.

Mandatory Payment Contingency

CRITICAL CONDITION: The validity and continuation of this hardware warranty are **strictly contingent upon the Customer being current with all agreed-upon Service and Support payment obligations** as indicated in the purchase order.

If a Service and Support payment lapses, or is delayed beyond the grace period, the hardware warranty protection confirmed herein will be immediately suspended or nullified, respectively. Warranty coverage may be reinstated upon full settlement of all outstanding service and support fees at the discretion of the reseller or Dryad Networks GmbH.

Claim Submission

To submit a warranty claim, please contact the Technical Support team of the Dryad certified Reseller.

Sincerely,

Carsten Brinkschulte
Co-founder & CEO
Dryad Networks GmbH

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

5C

Wildfire Detection Proposal

Prepared for:

Mediterra CDD

October 6, 2025

Prepared by:



a Dryad Networks Reseller



About Certified Security & Integration

Certified Security & Integration is a leading, locally owned security systems integrator that has been protecting commercial customers nationally since the early 1970s. The company has grown into one of the most trusted providers of integrated security, fire, and communications solutions. Certified Security & Integration offers a comprehensive portfolio that includes commercial fire and wildfire detection & monitoring, intrusion alarms, access control, video surveillance, networking, automation, and intercom/VOIP systems.

With its 24/7 monitoring services, the company delivers continuous protection and rapid response for residential, commercial, and government clients through the leading UL licensed monitoring provider. Licensed as a low-voltage contractor, Certified Security & Integration has decades of experience designing, installing, and maintaining mission-critical systems for organizations that depend on reliable protection.

This strong foundation in fire safety and monitored security makes the company ideally positioned to extend its services into early wildfire detection, partnering with Dryad's Silvanet sensors and gateways to provide cutting-edge, ultra-early smoke detection and monitoring that safeguards customers against one of the fastest-growing natural threats across the U.S.

Solution Overview:

This proposal provides an ultra early wildfire detection solution for the Mediterra CDD using Dryad Networks Silvanet wildfire detection technology.

This proposal addresses the following scope for this project:

- Fulfillment of Dryad Silvanet early wildfire detection sensors and gateways.
- Wildfire event monitoring
- Project oversight provided by Dryad or Certified Security Solutions Engineer.

Roles and responsibilities:

Certified Security and Integration

- Delivery of hardware components ordered through proposal and agreement
- Hardware warranty service and software support in the first year of service and subsequent periods as long as Mediterra CDD pays for the service.
- Coordination of Dryad's Solution Engineer or Certified Security Solutions Engineer for on-site project oversight.

Mediterra CDD

- Approval and payment for the hardware, software, and services in this proposal.
- Access to community for entry to preserve areas for installation.
- Provide contact information for the Chairman or District Manager of the CDD.
- Coordination as needed with the installation contractor.
- List of contacts for those who will be contacted by phone calls and text by the wildfire monitoring center in the event of a wildfire event.

Wildfire Monitoring Center

The Wildfire Monitoring Center will provide continuous, 24/7 oversight of wildfire alerts from Dryad's Silvanet sensor network through the leading UL licensed monitoring provider with three redundant locations including Longwood, Florida. These ultra-early detection sensors identify smoke within minutes, enabling the monitoring team to respond to the alert. The center will notify designated members of the Mediterra CDD community via phone and text so they can take precautionary measures. In the event of a confirmed wildfire, the monitoring team will also contact the fire department responsible for the affected area, ensuring that first responders are mobilized as quickly as possible. This combination of rapid detection, community notification, and coordinated response helps reduce the risk of fire spread, protects lives and property while strengthening resilience against wildfires in the community.

Project Timeframe:

Deployment of Sensors and Gateways*

Assuming at least three teams of two installers each, this project is expected to take approximately eight business days to complete. One additional installer will be required for the gateways. It is recommended that the installation provide four teams of two installers and one installer for gateways to reduce installation time and provide additional support if needed. The Dryad Solutions Engineer (or Certified Security Solutions Engineer) will be responsible for training the installation teams at project inception. In the teams, one installer will be responsible for communicating with the Dryad Solutions Engineer (or Certified Security Solutions Engineer) in the event of questions or updates.

Procurement of Dryad Silvanet Hardware:

Fulfillment will take approximately 90 days from order date.

Project Oversight Services:

Dryad requires at least 60 days advance notice to schedule the Dryad or Certified Security Solutions Engineer.

Wildfire Event Monitoring:

Implementation will be done in parallel with the hardware installation to ensure that it is ready to go upon project completion.

* This scope only includes project oversight, not installation services. Installation of Dryad sensors and gateways will be provided by a vendor selected by the Mediterra CDD.

Costs:

Dryad Silvanet Sensors and Gateways:

This proposal encompasses early wildfire detection coverage for Mediterra CDD conservation areas as specified in the attached site plan dated April 7, 2025 and includes the following Dryad hardware:

Silvanet Early Wildfire Detection Sensor:	622 ea.
Silvanet Mesh Gateway	11 ea.
Silvanet Border Gateway	17 ea.

Total hardware cost: \$186,568 FOB Mediterra CDD
(Includes all shipping costs, tariffs, duty, and other costs)

Support and Service:

- 10 year Dryad hardware warranty
- Hardware diagnosis and overnight replacement
- Cellular connectivity
- Monthly performance reports
- Real-time emergency alerts & sensor tracking
- Firmware updates over-the-air
- Priority customer support
- 24/7 wildfire event monitoring

Support and Service Cost:

Per year	\$43,930
Upfront purchase of years 1-3	\$125,200 (\$6,589.50 savings)
Upfront purchase of years 1-5	\$197,685 (\$21,965.00 savings)

Satellite Connectivity

Silvanet Gateways primarily connect via cellular service which is reliable in the Mediterra CDD area. Satellite connectivity is available for an additional charge if desired.

One-time charges:

Monitoring setup fee \$17,643

- Procurement of hardware to create wildfire monitoring center dedicated to Mediterra CDD
- Engineering costs for monitoring solution

Project oversight \$14,000

(two weeks of on-site support provided by a Dryad or Certified Security Solutions Engineer)

Replacement hardware costs:

Non-warranty hardware replacement:

In the event of a sensor or gateway failure that falls outside the scope of warranty replacement, the following prices shall apply for hardware replacement. These prices include standard shipping:

Silvanet Early Wildfire Detection Sensor: \$ 195 ea.

Silvanet Mesh Gateway \$1995 ea.

Silvanet Border Gateway \$2995 ea.

Note about Hurricanes:

Dryad Silvanet sensors and gateways are engineered for continuous, long-term outdoor deployment and are rated to the IP67 standard for protection against water and dust ingress. Sensors are mounted using specially designed wooden nails that provide secure attachment even in high winds. The gateway mounting hardware is similarly built to withstand severe weather conditions. No additional measures are required to secure Silvanet sensors or gateways in preparation for hurricanes or other extreme wind events.

Agreement:

Agreements for this project will be provided to the Mediterra CDD in the next few weeks.

Terms:**Dryad Silvanet Hardware:**

Dryad Silvanet components are made to order. A deposit of 50% will be required upon acceptance with the final 50% payment due prior to shipment.

Monitoring setup fee:

Payment is required at the time of the hardware order to allow for procurement of the necessary hardware and software to implement the monitoring system.

Support and Service:

Payment in full is required in advance of system installation for the term desired.

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5D



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AND

MAINTENANCE AND SUPPORT AGREEMENT (“SUPPORT AGREEMENT”)

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- (b) The Products have been delivered to you based on the terms of the sales quotation issued to you by Supplier, and confirmed by you (the quotation and confirmation together referred to as the “**Order**”). The terms and conditions of the hardware and software license are defined in the End-User License Agreement (“EULA”).
- (c) This Support Agreement, the EULA and the Order are together referred to as this “**Agreement**”. The terms of this Agreement will not be varied, amended or altered in any manner by any terms or conditions set out in a purchase order or other document delivered by you to the Supplier.

2. Maintenance and Support Subscription Term

The Term shall commence on the date of your acceptance of the Order. If no subscription term is expressly set forth in the Order, unless earlier terminated in accordance with the terms of this Support Agreement, the Term shall extend for such period as you are meeting the payment obligations agreed between you and Supplier.

3. Payment

- (a) During the Term, you shall pay the Supplier the amounts specified in the Order at the times specified in the Order. Such payment obligations may only be varied by an updated Order agreed by you and the Supplier.
- (b) You are responsible for: (i) all shipping expenses from or to the Supplier; (ii) taxes related to the use of the Products including withholding, sales, value-added and goods and services tax, but excluding any tax on Supplier income; and (iii) installation, maintenance and de-installation of any or all of the Products. Supplier professional services are available and will be quoted separately and subject to a separate statement of work or other written agreement between you and Supplier.
- (c) You do not have any right to set-off or reduce the payments set out in the Order. Any claim for a reduction of such payments must be made directly to the Supplier.

4. Maintenance and Support Procedure

Unless defined differently in the Order, the following support terms and procedures shall apply:

- (a) Maintenance and support of the Products is provided to you by Supplier pursuant to the terms set forth at <https://www.dryad.com/support> ("the **Support System**").
- (b) Support requests must be submitted in writing using the Support System.
- (c) Support requests must include all relevant information enabling the Supplier to identify the issue.
- (d) You agree to permit Supplier and its representatives during normal business hours and on reasonable prior notice to access the Products.

5. Replacement or Exchange

At any time during the Term, subject to (a) providing Supplier with at least 60 days' prior written notice; (b) availability of desired equipment; and (c) agreeing to an updated order with Supplier based on Supplier pricing guidelines in force at such time, you may exchange, reduce, add to, replace or upgrade some or all of the Products without penalty. During the Term, Supplier may replace or upgrade some or all of the Products, in its sole discretion. The use of all such upgrade and replacement Products shall be subject to the terms of this Agreement.

6. Early Termination

- (a) You may terminate this Agreement at any time on sixty (60) days' prior written notice to Supplier.
- (b) Supplier may by notice in writing to you cease to provide support services in respect of any version of the Products that is no longer generally marketed by Supplier, such notice to be given not less than twelve months after the release of a new version of the Products.
- (c) Without prejudice to any other rights and remedies that Supplier may have, Supplier may terminate this Agreement if you are not in compliance with any of the terms and conditions of this Agreement.
- (d) Without limiting the generality of the foregoing, the occurrence of any of the following shall constitute an "**Event of Default**" and permit Supplier to terminate this Agreement: (i) you fail to make a timely payment under this Agreement or other amount due within five days after it becomes due and payable; (ii) any representation or warranty that you have made in this Agreement or any other agreement with Supplier proves to have been false or misleading in any material respect as of the date when it was made; (iii) you fail to maintain insurance as required in this Agreement; (iv) you fail to perform any other covenant, condition or agreement made by you under this Agreement or any other agreement with Supplier, and such failure continues for 10 days; and (v) you cease to carry on business or bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings are instituted by or against you, or all or any part of your property, under any insolvency, bankruptcy or arrangement law of Germany or of any other competent jurisdiction.

7. Disclaimer of Warranties

IN THE ABSENCE OF A SEPARATE MASTER AGREEMENT BETWEEN YOU AND SUPPLIER THE TERMS OF WHICH EXPRESSLY OVERRIDE THIS AGREEMENT, THE FOLLOWING DISCLAIMER SHALL APPLY: THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS AND SUPPLIER DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR COLLATERAL, OF ANY KIND WHATSOEVER. WITHOUT LIMITING THE FOREGOING, SUPPLIER DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS WILL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED.

8. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Supplier, its affiliates, shareholders, directors, officers, employees and agents be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of your use or inability to use the Products, even if Supplier has been advised of the possibility of such damages. In any case, Supplier's entire liability under any provision of this Agreement shall be limited to the lesser of the amount actually paid by you for the Products or \$100.00.

9. Transfer

- (a) You shall not assign or transfer this Support Agreement or any of the rights granted hereunder, or any part thereof, whether directly or indirectly, without the prior written consent of Supplier.
- (b) Supplier may assign or transfer this Support Agreement or any of the rights granted hereunder, or any part thereof, whether directly or indirectly, without your prior consent.

10. Survival

Your obligations to make payments to Supplier under this Agreement and all rights of Supplier in this Agreement including disclaimers and limitations of liability shall survive the termination or expiration of this Agreement.

11. Entire Agreement

Except as set forth in a master Agreement between you and Supplier, this Agreement constitutes the entire Agreement between you and Supplier relating to the Products and supersedes all prior representations, warranties, Agreements and understandings, whether oral or written, express or implied. No supplement, modification or waiver of this Agreement shall be binding unless signed by both parties.

12. Governing Law

This Agreement shall be governed by the laws of Germany applicable therein. You and Supplier waive all rights to trial by jury in any litigation arising from this Agreement. You and Supplier consent to the non-exclusive jurisdiction of the courts of the province of Berlin, Germany, for the resolution of any disputes under this Agreement.



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Quote



Mediterra CDD

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neal@dryad.net

Presented By
Certified Security &
Integration

Quote Number
Q-701

Presented On
Nov 13, 2025

Version
2

Philosophy

Certified's business philosophy is based on the belief that how we treat others is as important as making a profit. We really want to make a difference in our clients' and employees' lives. We also want to provide reliable and viable electronic solutions in the communities we live and work. These beliefs and a commitment to higher standards, what helps Certified deliver excellent customer service and support – and our clients will testify. We strive to stay technologically advanced and aware of what best fits our client's needs most.

History

Founded by Arch Hanley in 1971, as Spokane Security Systems, Inc., we are a locally owned and operated business now in our 3rd generation. Over the years we have become one of the largest and most reputable security companies in the Inland Northwest. Our passion and commitment to excellence shines at every level of the company. We have proudly been providing innovative security solutions to meet our clients' wide range of needs for the last 53+ years.

Project Description

About Certified Security & Integration:

Certified Security & Integration is a leading, locally owned security systems integrator that has been protecting commercial customers nationally since the early 1970s. The company has grown into one of the most trusted providers of integrated security, fire, and communications solutions. Certified Security & Integration offers a comprehensive portfolio that includes commercial fire and wildfire detection & monitoring, intrusion alarms, access control, video surveillance, networking, automation, and intercom/VOIP systems. With its 24/7 monitoring services, the company delivers continuous protection and rapid response for residential, commercial, and government clients through the leading UL licensed monitoring provider. Licensed as a low-voltage contractor, Certified Security & Integration has decades of experience designing, installing, and maintaining mission-critical systems for organizations that depend on reliable protection. This strong foundation in fire safety and monitored security makes the company ideally positioned to extend its services into early wildfire detection, partnering with Dryad's Silvanet sensors and gateways to provide cutting-edge, ultra-early smoke detection and monitoring that safeguards customers against one of the fastest-growing natural threats across the U.S.

Solution Overview:

This proposal provides an ultra early wildfire detection solution for the Mediterra CDD using Dryad Networks Silvanet wildfire detection technology.

This proposal addresses the following scope for this project:

- Fulfillment of Dryad Silvanet early wildfire detection sensors and gateways.
- Wildfire event monitoring
- Project oversight provided by Dryad Solutions Engineer.

Roles and responsibilities:

Certified Security and Integration

- Delivery of hardware components ordered through proposal and agreement
- Hardware warranty service and software support in the first year of service and subsequent periods as long as Mediterra CDD pays for the service.
- Coordination of Dryad's Solution Engineer for on-site project oversight.

Mediterra CDD

- Approval and payment for the hardware, software, and services in this proposal.
- Access to community for entry to preserve areas for installation.
- Provide contact information for the Chairman or District Manager of the CDD.
- Coordination as needed with the installation contractor.
- List of contacts for those who will be contacted by phone calls and text by the wildfire monitoring center in the event of a wildfire event.

Wildfire Monitoring Center

The Wildfire Monitoring Center will provide continuous, 24/7 oversight of wildfire alerts from Dryad's Silvanet sensor network through the leading UL licensed monitoring provider with three redundant locations including Longwood, Florida. These ultra-early detection sensors identify smoke within minutes, enabling the monitoring team to respond to the alert. The center will notify designated members of the Mediterra CDD community via phone and text so they can take precautionary measures. In the event of a confirmed wildfire, the monitoring team will also contact the fire department responsible for the affected area, ensuring that first responders are mobilized as quickly as possible. This combination of rapid detection, community notification, and coordinated response helps reduce the risk of fire spread, protects lives and property while strengthening resilience against wildfires in the community.

Project Timeframe:

Deployment of Sensors and Gateways*

Assuming at least three teams of two installers each, this project is expected to take approximately eight business days to complete. One additional installer will be required for the gateways. It is recommended that the installation provide four teams of two installers and one installer for gateways to reduce installation time and provide additional support if needed. The Dryad Solutions Engineer (and optional Certified Security Solutions Engineer) will be responsible for training the installation teams at project inception. In the teams, one installer will be responsible for communicating with the Dryad Solutions Engineer (or optional Certified Security Solutions Engineer) in the event of questions or updates.

Procurement of Dryad Silvanet Hardware:

Fulfillment will take approximately 90 days from order date. Product will be shipped directly to site.

Project Oversight Services:

Dryad requires at least 60 days advance notice to schedule the Dryad Solutions Engineer.

Wildfire Event Monitoring:

Implementation will be done in parallel with the hardware installation to ensure that it is ready to go upon project completion.

* This scope is for Installation of Dryad sensors and gateways to be provided by a vendor selected by the Mediterra CDD. It includes 2 weeks of Project Oversight by Dryad with option for Installation Assistance by Certified Security and Integration.

Non-warranty hardware replacement:

In the event of a sensor or gateway failure that falls outside the scope of warranty replacement, the following prices shall apply for hardware replacement. These prices include standard shipping:

Silvanet Early Wildfire Detection Sensor: \$ 195 ea.

Silvanet Mesh Gateway \$1995 ea.

Silvanet Border Gateway \$2995 ea.

Note about Hurricanes:

Dryad Silvanet sensors and gateways are engineered for continuous, long-term outdoor deployment and are rated to the IP67 standard for protection against water and dust ingress. Sensors are mounted using specially designed wooden nails that provide secure attachment even in high winds. The gateway mounting hardware is similarly built to withstand severe weather conditions. No additional measures are required to secure Silvanet sensors or gateways in preparation for hurricanes or other extreme wind events.

Products

Dryad Equipment

This proposal encompasses early wildfire detection coverage for Mediterra CDD conservation areas as specified in the Dryad site plan dated April 7, 2025 and includes the following Dryad hardware. Total Hardware Cost is \$186,568 and includes all shipping costs, tariffs, duty, and other costs.

ITEM		QTY
	Dryad Wildfire Sensor Sensitive to Hydrogen, Carbon Monoxide and other gasses, this “electronic nose” can smell fires as early as the smoldering phase	622
	Dryad Mesh Gateway Expands coverage area of Silvanet Network from 2-10km depending on topology and positioning.	11
	Dryad Border Gateway Connects Silvanet Network to Cellular Networks	17

Monitoring

ITEM		QTY
	Dryad 24/7 Alarm Monitoring Integration Cost is \$17,643	1

Installation and Project Oversight

ITEM		QTY
	Dryad Project Oversight Project oversight of Dryad System by Dryad - 80 hours - Includes Travel Expenses - Cost is \$14,000	1



Dryad Installation

OPTIONAL

1

Assist with installation of Dryad System by Certified Security & Integration - 3 Techs for 40 hours - Includes Travel Expenses - Cost is \$42,000

Summary

Product	\$194,150.00
Alarm Monitoring Integration, & Project Oversight	\$31,643.00
Total Discount on Product	(\$7,582.00)
Tax	TBD
Total Pre-tax Price	\$218,211.00

Payment Terms for Product, Monitoring and Project Oversight/Installation

Deposit:

- Included 50% of Dryad Hardware & 100% of Monitoring Integration

Prior to Product Shipment:

- Includes 50% of Dryad Hardware & 100% of Project Oversight and Installation Assistance (if applicable)

*Service & Monitoring Cost Not included in Payment Term Total:

- Prior to System Installation 100% of Dryad Support, Service & Monitoring Plan for the term desired.

	Deposit	\$110,927.00
	Prior to Product Shipment (100%)	\$107,284.00

Monitoring & Service Plans

ITEM

TOTAL

Dryad Wildfire Detection System

\$43,930 per year

Dryad Silvanet Annual Service, Silvanet Monitoring and Alert Service via Cell Networks with 24/7 Central Station Monitoring

- 10 year Dryad hardware warranty with Active Annual Service
- Hardware diagnosis and overnight replacement
- Cellular connectivity
- Monthly performance reports
- Real-time emergency alerts & sensor tracking
- Firmware updates over-the-air
- Priority customer support
- 24/7 wildfire event monitoring
- Sales Tax not included in price

*Optional Satellite Connectivity - Silvanet Gateways primarily connect via cellular service which is reliable in the Mediterra CDD area. Satellite connectivity is available for an additional charge if desired.

Other Purchase Options

- Upfront purchase of years 1-3 \$125,200 (\$6,589.50 savings)
- Upfront purchase of years 1-5 \$197,685 (\$21,965.00 savings)

Terms and Conditions

Dryad End User License Agreement:

[https://dtcloudprodstorage.blob.core.windows.net/tenants/7854/ServicePlanTerms/fbb09769-cc47-4e0b-bb1e-2e12e195b22c/Dryad Silvanet EULA.pdf](https://dtcloudprodstorage.blob.core.windows.net/tenants/7854/ServicePlanTerms/fbb09769-cc47-4e0b-bb1e-2e12e195b22c/Dryad%20Silvanet%20EULA.pdf)

CLARIFICATIONS & EXCLUSIONS

- 12 Months Warranty on Installation Labor. Equipment warranty includes a minimum of 12 Months but beyond that can vary and depends on Manufacture unless stated otherwise. If a Man lift is required to warranty Equipment, the costs are not covered unless specifically stated.
- All Installation, Maintenance & Service is performed during the business hours of 8:00am - 4:30pm Monday Through Friday.
- This estimate is based upon Certified Security & Integrations best interpretation of all applicable electrical, fire, state and all other applicable codes. The system design is subject to the approval of the Authority Having Jurisdiction. If additional equipment or changes are required by the Authority Having Jurisdiction, Certified Security must comply with the required changes and will bill for any additional charges.

Customer understands and agrees that the above price is an approximation only and is not binding on the contractor. The total job cost may be more than the estimated price.

- Any and all low voltage wiring installed by individuals not employed by Certified Security & Integration must be clearly labeled and tested for grounds, opens and shorts. Troubleshooting and repairs to existing wire will be billed at a time and materials rate.
- Any existing wiring that is being utilized for new equipment installation must be in working order & meet current applicable code. If the wire that is not in working order or does not meet current code, the wire must be replaced and will be billed for the additional material and labor needed.
- Any new wiring installed by the client that is not properly installed or needs additional work to install, dig and/or complete so that it can be used as planned for the project, will be billed for and due immediately.
- All the area upon which the installation is to be carried out are to be cleared of all rubbish and objectionable matter. If not clear than additional time will be billed for clearing out obstructions.
- Any Labor, Equipment, Installation Material, Conduit, Concrete Drilling, Man Lift Rentals, Prevailing Wages, Government Fees/Licenses or other services not explicitly stated on this proposal is not included in the price and will be billed at an additional cost if added to the system or required to complete installation.
- Costs of permits and other license requirements is not included unless specifically stated and will be added to the final billing.
- If this proposal or an item is canceled after acceptance, there will be up to a 30% Cancellation/Restocking fee on the part(s). If labor is completed there will be no refund issued .
- Customer to Provide any required 120VAC High Voltage Power Outlets
- Proposal is based on a Cash/Check Discount. Certified Security & Integration does accept Visa or MasterCard (Convenience Fee May Apply).
- Deposit and remaining balance payment arrangements must be established prior to the equipment being ordered and the installation being scheduled.
- Change Orders will be due in full at time of acceptance and if not paid, may cause delays and additional costs like labor and site visits to complete the project and will be added to final billing.

ELECTRONIC SYSTEM SALE, INSTALLATION & MONITORING AGREEMENT

This Agreement is entered between Spokane Security Systems, Inc., 1420 North Pines Rd., Spokane Valley, WA 99206, a

Washington corporation, doing business as CERTIFIED SECURITY & INTEGRATION, herein called "CERTIFIED"

and Mediterra CDD Located at: 15755 Corso Mediterra Circle, North Naples, Naples, Florida 34110, United States hereinafter referred to as "SUBSCRIBER".

1. **SYSTEM SALE:** SUBSCRIBER agrees to buy and CERTIFIED agrees to sell, supply, install or cause to be installed the following: All proposal comments, terms and exclusions apply to this agreement. NOTE: Material & Labor quoted in this agreement is the minimum amount needed. Additional equipment, labor time, wire, permits, taxes, etc., MAY BE REQUIRED to complete this project. These additional costs are NOT included as part of this projects Time and Material Agreement and will be itemized and ADDED to the project and SUBSCRIBERs final billing.
2. **TIME IS OF THE ESSENCE:** The SUBSCRIBER understands that failure to meet the payment schedule will delay SUBSCRIBER's project and that the Deposit Payment is required BEFORE the equipment is installed. It is the responsibility of the SUBSCRIBER or its representatives to timely approve and sign needed change orders. Delays in approving change orders WILL CAUSE DELAYS in the completion schedule of this project.
3. **TERMS OF PAYMENT:** Unless otherwise specified, and subject to credit approval which may be revoked at any time by CERTIFIED, the terms of payment shall be net thirty (30) days from date of invoice. All amounts owing in excess of thirty (30) days shall be subject to an interest carrying charge of One and a half (1.5%) percent per month on the outstanding balance. Final payment for installation will be due upon beneficial use of system. SUBSCRIBER agrees to pay all CERTIFIED's reasonable cost of collection for any unpaid balance, including, but not limited to, CERTIFIED's costs, disbursements, collection and attorney fees, regardless of whether litigation or arbitration is commenced.
4. **ACCEPTANCE OF INSTALLATION:** Errors or omissions in the installation of the Electronic System(s) must be called to the attention of CERTIFIED in writing within fifteen (15) days after completion. Upon the expiration of said fifteen (15) days, the installation shall be deemed accepted by SUBSCRIBER.
5. **AUTHORIZATION TO INSTALL - DELAY IN INSTALLATION:** CERTIFIED is hereby authorized to install the Electronic System(s) and to make any preparation such as drilling holes, driving nails, making attachments or doing other things necessary or pertinent to the installation of the system(s). CERTIFIED assumes no liability for delay in installation of the system(s) due to delay in obtaining change orders, strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, acts of God, or any other cause beyond the control of CERTIFIED. CERTIFIED shall not be responsible for damage caused to landscape, wallpaper, paint, finishes, moldings, brick work, frames or other coverings on walls, floors and ceiling arising out of the installation or repair of the system(s).
6. **SERVICE REQUESTS:** CERTIFIED shall service upon SUBSCRIBER's request the Electronic System(s) installed in SUBSCRIBER's premises between the hours of 8 a.m. and 4 p.m. Monday through Friday, within reasonable time after receiving notice from SUBSCRIBER that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the Electronic System made by reason of alteration to SUBSCRIBER's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the SUBSCRIBER. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at SUBSCRIBER's expense payable at time of service. No apparatus or device shall be attached to or connected with the Electronic System as originally installed without CERTIFIED's written consent.
7. **LIMITED WARRANTY:** In the event that any part of the Electronic System(s) becomes defective, or in the event that any repairs are required, CERTIFIED agrees to make all repairs and replacement of parts without costs to the SUBSCRIBER for a period of twelve (12) months from the date of installation. CERTIFIED reserves the option to either replace or repair the electronic equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. CERTIFIED is not the manufacturer of the equipment and other than CERTIFIED's limited warranty SUBSCRIBER agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, CERTIFIED makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CERTIFIED does not represent nor warrant that the Electronic System(s) may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the Electronic System(s) will in all cases provide the protection for which it is installed. CERTIFIED expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than CERTIFIED. CERTIFIED shall not be liable for consequential damages. SUBSCRIBER acknowledges that any affirmation of fact or promise made by CERTIFIED shall not be deemed to create an express warranty unless included in this agreement in writing; that SUBSCRIBER is not relying on CERTIFIED's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that CERTIFIED has offered additional and more sophisticated equipment for an additional charge which SUBSCRIBER has declined. SUBSCRIBER's exclusive remedy for CERTIFIED's breach of this agreement or negligence to any degree under this agreement is to require CERTIFIED to repair or replace, at CERTIFIED's option, any equipment which is non-operational. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, CERTIFIED will procure all permits required by local law and will provide a certificate of workman's compensation prior to starting work.
8. **SERVICE LIMITATIONS:** All unauthorized repairs, replacement or alteration to the security equipment made by reason of alteration to SUBSCRIBER's premises, damage caused by an intrusion, lightning, electrical surge, Acts of God, Physical abuse or caused by any means other than normal usage, wear and tear, is not covered under this service policy. Obsolete components and components exceeding manufacturer's useful life are also not included and will be repaired or replaced at SUBSCRIBER's expense. No apparatus or device shall be attached to or connect with the

electronic equipment as originally installed without CERTIFIED's written consent. CERTIFIED shall instruct the SUBSCRIBER in the proper use and care of their Electronic System(s).

a. If SUBSCRIBER requests CERTIFIED to remotely activate or deactivate their Electronic System(s), change combinations or access FOBs/cards or re-program system functions, such changes will be performed during 9 am to 3 pm Monday thru Friday excluding weekend or holidays; may require an additional fee. Further, SUBSCRIBER authorizes CERTIFIED to access the electronic system or security control panel locally and remotely to input or delete data and programming.

9. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: CERTIFIED shall not be liable for any damage or loss sustained by SUBSCRIBER as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including CERTIFIED's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of CERTIFIED, CERTIFIED shall have such additional time for performance as may be reasonably necessary under the circumstances. SUBSCRIBER assumes all risk of loss of material once delivered to the job site.

10. TESTING OF ELECTRONIC SYSTEM: Electronic System(s), once installed, is in the exclusive possession and control of the SUBSCRIBER, and it is SUBSCRIBER's sole responsibility to test the operation of the Electronic System(s) and to notify CERTIFIED if it is in need of repair.

11. CARE AND SERVICE OF ELECTRONIC SYSTEM: SUBSCRIBER agrees not to tamper with, remove or otherwise interfere with the Electronic System(s) which shall remain in the same location as installed. All repairs, replacement or alteration of the Electronic System(s) made by reason of alteration to SUBSCRIBER's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the SUBSCRIBER. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service and will be repaired or replaced at SUBSCRIBER's expense. No apparatus or device shall be attached to or connected with the Electronic System(s) as originally installed without CERTIFIED's written consent.

12. ALTERATION OF PREMISES FOR INSTALLATION: CERTIFIED is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in CERTIFIED's sole discretion for the installation and service of the Electronic System(s), and CERTIFIED shall not be responsible for any condition or repair needed that was created thereby as a result of such installation, service, or removal of the Electronic System(s), and SUBSCRIBER represents that the owner of the premises, if other than SUBSCRIBER, authorizes the installation of the Electronic System(s) under the terms of this agreement

13. LIEN LAW: CERTIFIED or any subcontractor engaged by CERTIFIED to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws. SUBSCRIBER shall be responsible for any legal costs that CERTIFIED incurs for filing a Lien Law and collection on the debt including any and all late fees.

14. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: SUBSCRIBER agrees to indemnify and hold harmless CERTIFIED, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by SUBSCRIBER, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by CERTIFIED's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third-party beneficiaries of this agreement. SUBSCRIBER on its behalf and any insurance carrier waives any right of subrogation SUBSCRIBER's insurance carrier may otherwise have against CERTIFIED or CERTIFIED's subcontractors arising out of this agreement or the relation of the parties hereto. SUBSCRIBER shall not be permitted to assign this agreement without written consent of CERTIFIED. CERTIFIED shall have the right to assign this agreement and shall be relieved of any obligations herein upon such an assignment.

15. EXCULPATORY CLAUSE: CERTIFIED and SUBSCRIBER agree that CERTIFIED is not an insurer and no insurance coverage is offered herein. The electronic equipment and/or security equipment and CERTIFIED's services are designed to reduce certain risks of loss, though CERTIFIED does not guarantee that no loss will occur. CERTIFIED is not assuming liability, and, therefore, shall not be liable to SUBSCRIBER for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by SUBSCRIBER as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by CERTIFIED's negligent performance to any degree in furtherance of this agreement, any extra-contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, SUBSCRIBER agrees to look exclusively to SUBSCRIBER's insurer to recover damages. SUBSCRIBER releases CERTIFIED from any claims for contribution, indemnity or subrogation.

16. INSURANCE: The SUBSCRIBER shall maintain a policy of public liability, property damage, burglary and theft insurance under which CERTIFIED is named as additional insured. CERTIFIED shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the SUBSCRIBER from insurance covering such loss or damage or for such loss or damage against which the SUBSCRIBER is indemnified or insured. In the event of any loss or injury to any person or property, SUBSCRIBER agrees to look exclusively to SUBSCRIBER's insurer to recover damages. SUBSCRIBER shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and SUBSCRIBER and all those claiming rights under SUBSCRIBER waive all rights against CERTIFIED and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by SUBSCRIBER, except such rights as they may have to the proceeds of insurance.

17. LIMITATION OF LIABILITY: SUBSCRIBER agrees that should there arise any liability on the part of CERTIFIED as a result of CERTIFIED's negligent performance to any degree or negligent failure to perform any of CERTIFIED's obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that CERTIFIED's liability shall be limited to the sum of \$250.00 or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is less. If SUBSCRIBER wishes to increase CERTIFIED's amount of limitation of liability, SUBSCRIBER may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with CERTIFIED's increased liability. This shall not be construed as insurance coverage.

18. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by CERTIFIED, the monthly or other periodic payments to be made by the SUBSCRIBER for the term of this agreement form an integral part of CERTIFIED's anticipated profits; that in the event of SUBSCRIBER's default it would be difficult if not impossible to fix CERTIFIED's actual damages. Therefore, in the event SUBSCRIBER defaults in the

payment or any charges to be paid to CERTIFIED, the balance of all payments for the entire term herein shall immediately become due and payable, and SUBSCRIBER shall be liable for 80% thereof as liquidated damages and CERTIFIED shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving SUBSCRIBER of any obligation herein. If CERTIFIED prevails in any litigation or arbitration between the parties, SUBSCRIBER shall pay CERTIFIED's legal fees. In any action commenced by CERTIFIED against SUBSCRIBER, SUBSCRIBER shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to SUBSCRIBER's right to bring any claim against CERTIFIED for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. The arbitrator is authorized to conduct proceedings by telephone, video or by submission of papers. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service.

SUBSCRIBER submits to the jurisdiction and laws of Washington and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where CERTIFIED's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by SUBSCRIBER against CERTIFIED must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against CERTIFIED must be based on the provisions of this agreement. Any other action that SUBSCRIBER may have or bring against CERTIFIED in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement.

19. CERTIFIED'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: SUBSCRIBER agrees that CERTIFIED is authorized and permitted to subcontract any services to be provided by CERTIFIED to third parties who may be independent of CERTIFIED, and that CERTIFIED shall not be liable for any loss or damage sustained by SUBSCRIBER by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. SUBSCRIBER appoints CERTIFIED to act as SUBSCRIBER's agent with respect to such third parties, except that CERTIFIED shall not obligate SUBSCRIBER to make any payments to such third parties. SUBSCRIBER acknowledges that this agreement, and particularly those paragraphs relating to CERTIFIED's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central station of CERTIFIED.

20. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: SUBSCRIBER shall notify CERTIFIED in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and SUBSCRIBER is responsible for removal of such conditions. In the event CERTIFIED discovers the presence of suspected asbestos or other hazardous material, CERTIFIED shall stop all work immediately and notify SUBSCRIBER. It shall be SUBSCRIBER's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and SUBSCRIBER agrees to compensate CERTIFIED for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If CERTIFIED, in its sole discretion, determines that continuing the work poses a risk to CERTIFIED or its employees or agents, CERTIFIED may elect to terminate this agreement on 3-day notice to SUBSCRIBER and SUBSCRIBER shall compensate CERTIFIED for all services rendered and material provided to date of termination. CERTIFIED shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall CERTIFIED be liable to SUBSCRIBER for any damage caused by mold or hazardous conditions or remediation thereof.

21. ADDITIONAL PAYMENTS: In addition to the payments set forth herein, SUBSCRIBER agrees to be liable for and pay to CERTIFIED any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon CERTIFIED because of this agreement. Should CERTIFIED be required by existing or hereafter enacted law to perform any service or furnish any material or labor not specifically covered by the terms of this agreement SUBSCRIBER agrees to pay CERTIFIED for such service or material.

22. NON-SOLICITATION: SUBSCRIBER agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of CERTIFIED assigned by CERTIFIED to perform any service for or on behalf of SUBSCRIBER for a period of two years after CERTIFIED has completed providing service to SUBSCRIBER. In the event of SUBSCRIBER's violation of this provision, in addition to injunctive relief, CERTIFIED shall recover from SUBSCRIBER an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with CERTIFIED, times twelve, together with CERTIFIED's counsel and expert witness fees.

23. SECURITY INTEREST / COLLATERAL: To secure SUBSCRIBER's obligations under this agreement SUBSCRIBER grants CERTIFIED a security interest in the equipment installed by CERTIFIED and CERTIFIED is authorized to file a financing statement. CERTIFIED will hold ownership of any Electronic System(s) installed until they are paid in full. If final payment is not completed, SUBSCRIBER grants CERTIFIED to enter and remove the unpaid for equipment from SUBSCRIBER's property.

24. CREDIT INVESTIGATION: SUBSCRIBER and any guarantor authorize CERTIFIED to conduct credit investigations from time to time to determine SUBSCRIBER's and guarantor's credit worthiness.

25. CENTRAL STATION MONITORING SERVICES PROVIDED: Upon receipt of a signal from SUBSCRIBER's alarm system, CERTIFIED or its designee central office shall make every reasonable effort to notify SUBSCRIBER (using required two-call procedure) and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and subscriber may obtain a written response policy from CERTIFIED. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. SUBSCRIBER acknowledges that signals transmitted from SUBSCRIBER's premises directly to municipal police or fire departments are not monitored by personnel of CERTIFIED's or CERTIFIED's designee central station and CERTIFIED does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. SUBSCRIBER acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of CERTIFIED and are not maintained by CERTIFIED except CERTIFIED may own the radio network, and CERTIFIED shall not be responsible for any failure which prevents transmission signals from reaching the central station monitoring center or damages arising therefrom, or for data corruption, theft or viruses to SUBSCRIBER's computers if connected to the alarm communication equipment. SUBSCRIBER agrees to furnish CERTIFIED with a written Call List of names and telephone numbers of those persons SUBSCRIBER wishes to receive notification of alarm signals. Unless otherwise provided in the Call List CERTIFIED will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with CERTIFIED's notification obligation. All changes and revisions shall be supplied to CERTIFIED in writing. SUBSCRIBER authorizes CERTIFIED to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central station to monitor video or sound, then upon receipt of an alarm signal central station shall

monitor video or sound for so long as central station in its sole discretion deems appropriate to confirm an alarm condition. If SUBSCRIBER requests CERTIFIED to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, SUBSCRIBER shall pay CERTIFIED's prevailing fee for such service. CERTIFIED may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of SUBSCRIBER's default in performance of this agreement or in event central office facility or communication network is nonoperational or SUBSCRIBER's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All SUBSCRIBER information and data shall be maintained confidentially by CERTIFIED.

a. CONTACT INFORMATION: SUBSCRIBER will furnish CERTIFIED a written list of the names, titles, addresses, phone numbers and E-Mail, of all persons authorized to remain on the premises and/or be notified in the event of an alarm. All changes, revisions and modifications to the above shall be supplied to CERTIFIED in writing at least yearly.

b. SUBSCRIBER WILL NOTIFY CERTIFIED of any remodeling or changes to their protected premises that may affect the operation of the alarm system.

c. REPAIR OBLIGATION - SUBSCRIBER acknowledges that CERTIFIED's repair obligation in respect to monitoring relates solely to CERTIFIED's monitoring network and in no way, is obligated to repair, service, replace any device, devices, operate or assure the proper operation of the alarm system and or communication system owned by the SUBSCRIBER. Optional Service Policies are available if desired.

26. TERMINATION - PASSCODES: Disconnecting from CERTIFIED's monitoring network, will result in a disconnect charge, when an onsite service call is required. The disconnection fee shall not exceed CERTIFIED's current service call rates and will be due at the time of disconnection. Early termination of this agreement will cause any monitoring discounts provided to SUBSCRIBER cancelled and need to be repaid. Provided SUBSCRIBER performs this agreement for the full term thereof, upon termination CERTIFIED shall at its option provide to SUBSCRIBER the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by CERTIFIED is the intellectual property of CERTIFIED and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the reality, and SUBSCRIBER shall not permit the attachment thereto of any apparatus not furnished by CERTIFIED.

27. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of sixty (60), thirty-six (36) or twelve (12) months depending on what selection is chosen in the quote, and it will commence at the start of the installation when the systems connection to CERTIFIED's monitoring network is completed and will automatically renew for successive period matching the initial term selected under the same terms and conditions unless either party shall notify the other in writing no less than sixty (60) days prior to the expiration of the original or expiration of any renewal period of its desire to terminate this agreement. After the expiration of the initial term from the date hereof CERTIFIED shall be permitted from time to time to increase the monitoring charge and SUBSCRIBER agrees to pay such increase. CERTIFIED will invoice SUBSCRIBER in advance annually. All monitoring fees are paid in advance on the 1st day of the month commencing with the month following completion of the initial connection for a period of sixty (60), thirty-six (36) or twelve (12) months, depending on what selection is chosen in the quote.

28. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except CERTIFIED's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. SUBSCRIBER acknowledges and represents that SUBSCRIBER has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. SUBSCRIBER hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of SUBSCRIBER's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

Signature

Signature

Date

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

5E

**SUPERIOR WATERWAY
SERVICES, INC.**



SERVICE AGREEMENT

September 25, 2025

Mediterra CDD

C/o: Wrathell, Hunt and Associates, LLC

9220 Bonita Beach Rd SE UNIT 214

Bonita Springs, FL 34135

Terms: Net 30 days

DESCRIPTION

Provide labor to install wildfire sensors throughout the preserves.

SWS will provide Six (6) technicians per day.

SWS will supply ladders and drills for installation.

***Sensors to be supplied by Dryad**

Per Day: \$5,500.00

***Sensor locations to be determined by Dryad**

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER ACCEPTANCE - The above
prices, specifications, and conditions are
satisfactory and are hereby accepted.

By: _____

By: _____

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

6

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

6A



September 15, 2025

Mr. Chuck Adams
Director of Operations
c/o Wrathell, Hunt & Associates
9220 Bonita Beach Rd, Suite 214
Bonita Springs, FL 34135

Subject: Mediterra CDD Excluded Maintenance Areas
Lakes 16, 21, 22, 35, 37, 45, 53, 62, 64, 65, 67, & 68

Dear Mr. Adams:

Johnson Engineering, LLC performed a site visit on August 27th, 2025, of the “Excluded Maintenance Areas” along lakes that need maintenance. There is a wide variety of vegetation types, including exotic and nuisance vegetation, that have not been maintained in years. This requires an initial major clearing event, followed by routine maintenance. As noted below, access is a challenge in several locations and most likely will require coordination with adjacent property owners. Twelve (12) locations were observed, and a brief description of the observations are listed below:

Field-Reported Locations of Easement Access Points

Lake	Latitude	Longitude
L-16	26.3052780	-81.7745122
L-16	26.3047535	-81.7738648
L-21	26.3093805	-81.7811222
L-21	26.3089799	-81.7810001
L-22	26.3062046	-81.7795769
L-22	26.3056035	-81.7784711
L-35	26.3183935	-81.7814926
L-35	26.3182195	-81.7817200
L-37	26.3239266	-81.7817874
L-37	26.3230771	-81.7817498
L-45	26.3177044	-81.7738447
L-53	26.3245649	-81.7687434
L-62	26.3181919	-81.7690546
L-64	26.3274170	-81.7694753
L-65	26.3274263	-81.7679394
L-67	26.3036772	-81.7592367
L-67	26.3040526	-81.7594600
L-68	26.3057069	-81.7600427

Milan L-16

Easement Access – Easement is blocked by overgrown hedges, palms, and oaks.



Lake Bank – Contains tall, overgrown hedges, trees overhanging (live oak, palms, saw palmetto).



Bello Lago L-21

Easement Access – Easement is blocked by a berm, with dense hedges, trees, electrical and sprinkler equipment.



Lake Bank – Very dense hedges with trees, overgrown grasses, and vines.



Medici L-22

Easement Access – This area is accessible from an entry point at 15201 Medici Way Circle, along the right side of the property. The Corso Mediterra Circle easement is blocked by a berm with sprinklers, dense shrubs and trees (live oak and palms).



Lake Bank – Predominantly overgrown hedges and tall grasses.



Marcello South L-35

Easement Access – Easement contains palm, pine, & cypress trees, and very tall, dense hedges.



Lake Bank – Could not access due to thick hedges.

Marcello North L-37

Easement Access – Clear access at both easements.



Lake Bank – Relatively clear bank, has some overgrowth of hedges and grasses.



Cortile L-45

Easement Access – Easement has open access.



Lake Bank – Contains cabbage palm trees, hedges, and grasses.



Amarone South L-53

Easement Access – Easement is partially accessible, with dense, tall hedges & trees along the side.



Lake Bank – Contains overhanging trees, and overgrowth of hedges, grasses, and palm trees.



Treviso L-62

Easement Access – Easement is blocked by thick layers of hedges, unable to access the lake.



Lake Bank – Unable to access lake bank to get a full view of the area of concern, but was able to view some overgrown grasses, palms, and overhanging trees.



Amarone South L-64

Easement Access – There is open access between house and wall/fencing.



Lake Bank – Overgrown with grasses and other ground cover, cabbage palms and live oak trees.



Terrazza L-65

Easement Access – Not accessible for trucks. The easement at L-64 extend to L-65 and is more suitable for access.



Lake Bank – Overgrowth of groundcover, cabbage palms, and live oak trees.



Buonasera L-67

Easement Access – There is open access near the fire hydrant.



Lake Bank – Dense fire bush, hedges, overgrown grasses with trees.



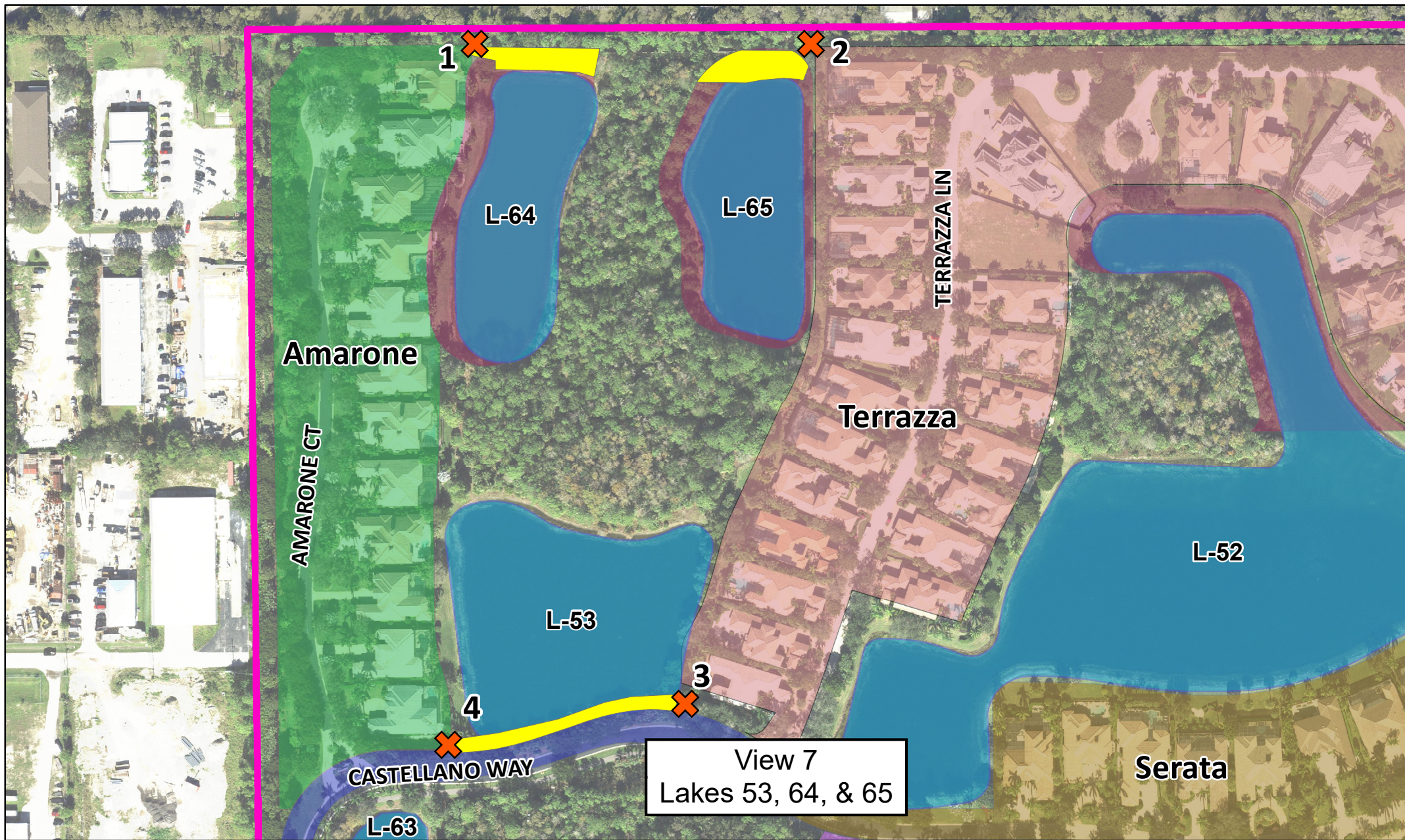
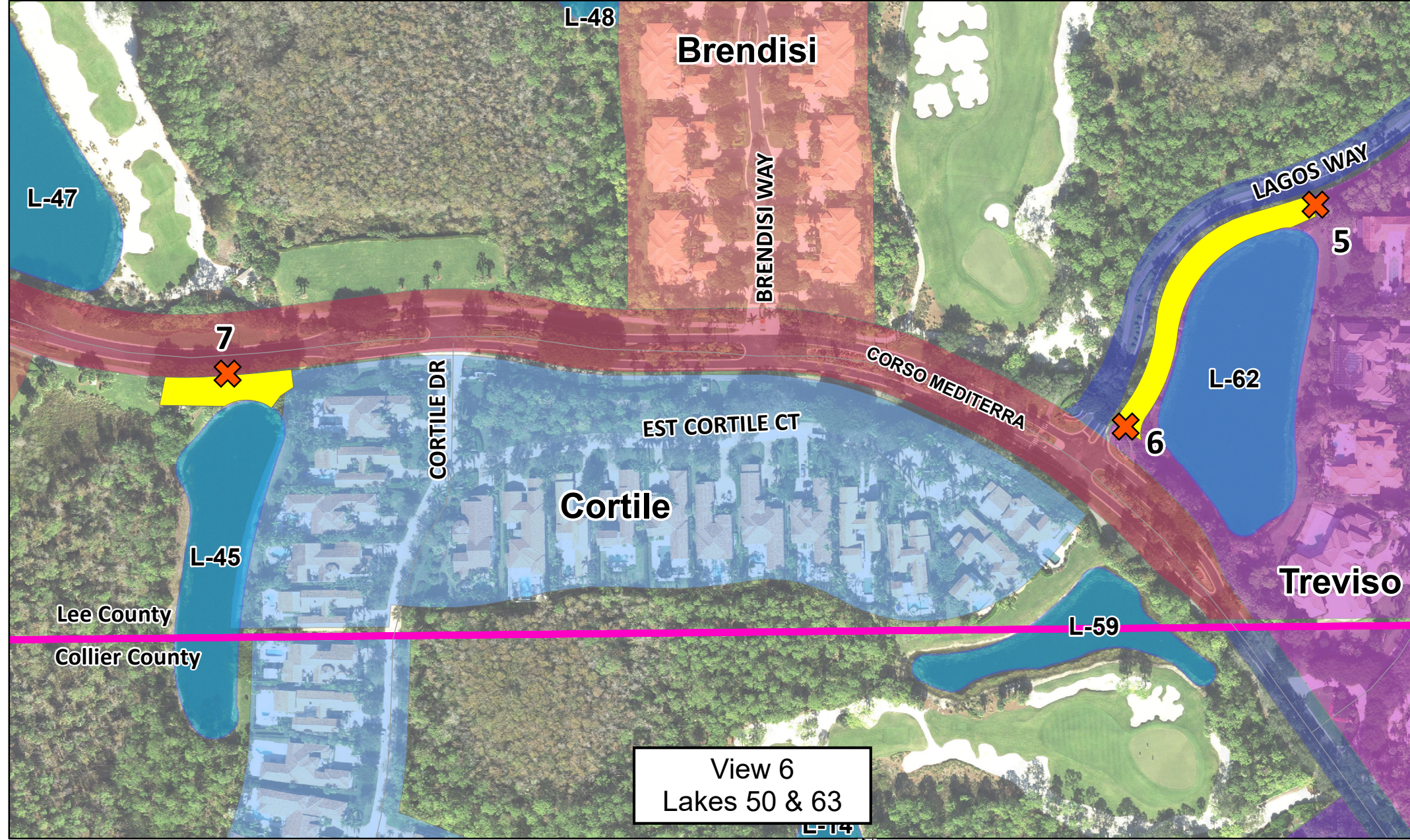
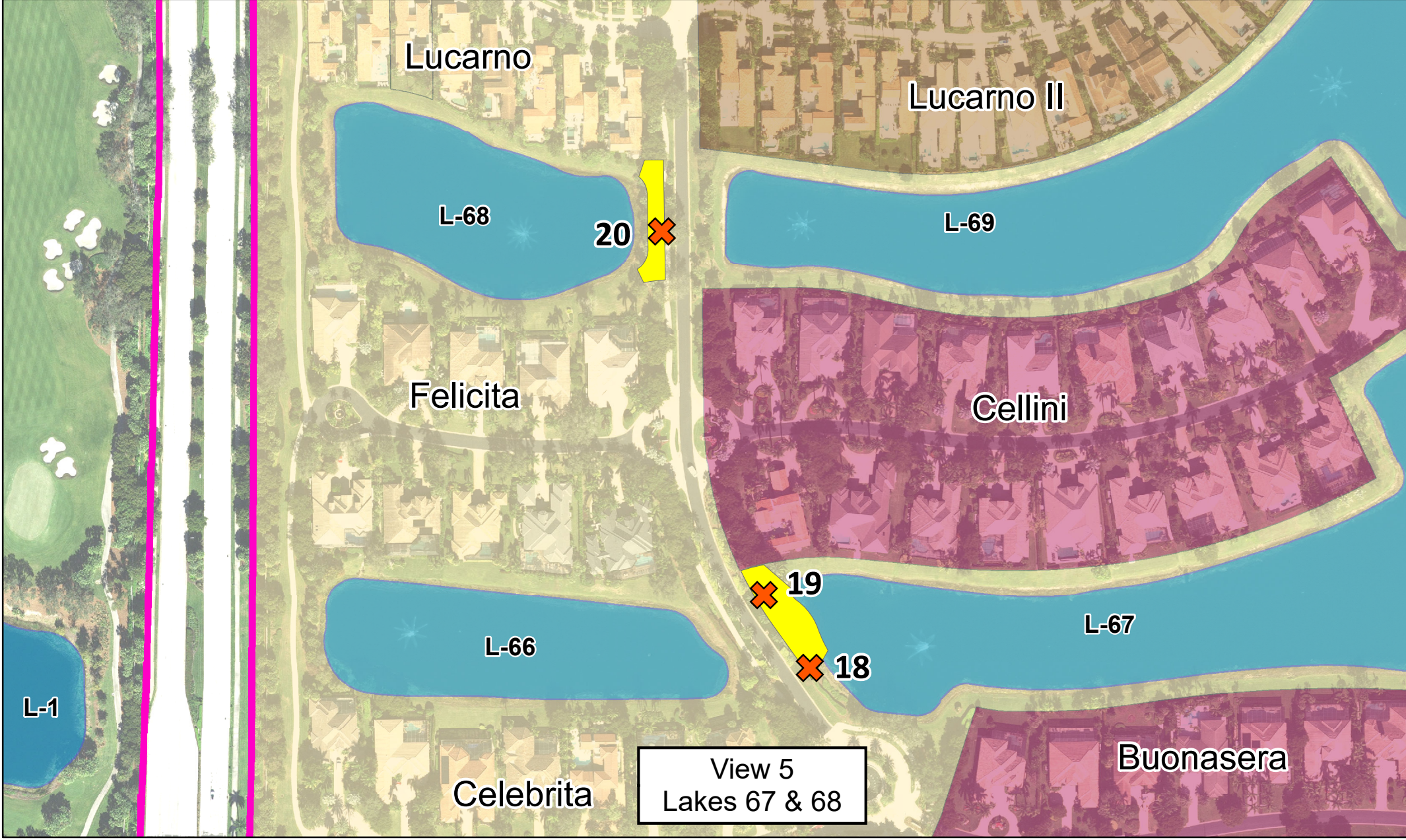
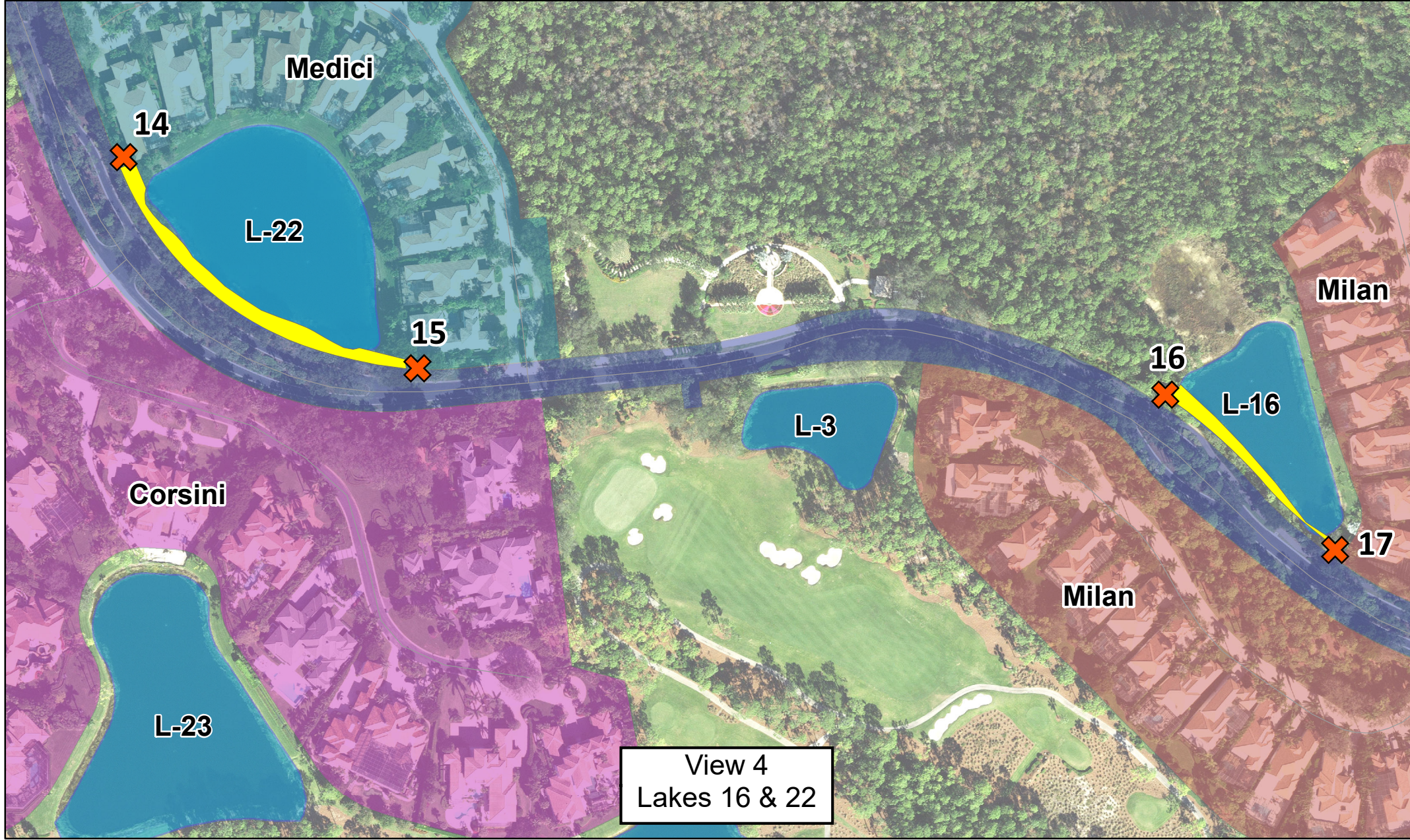
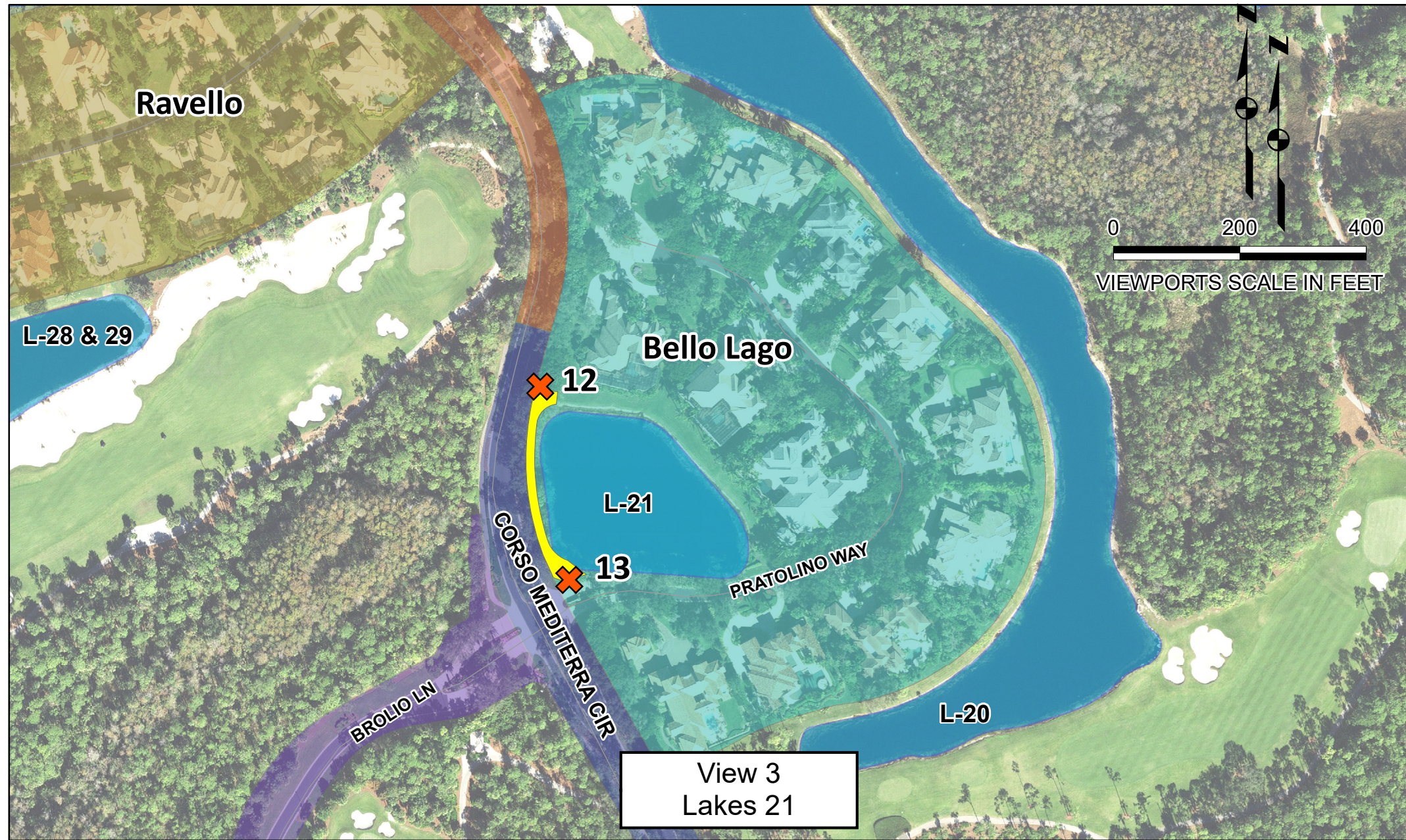
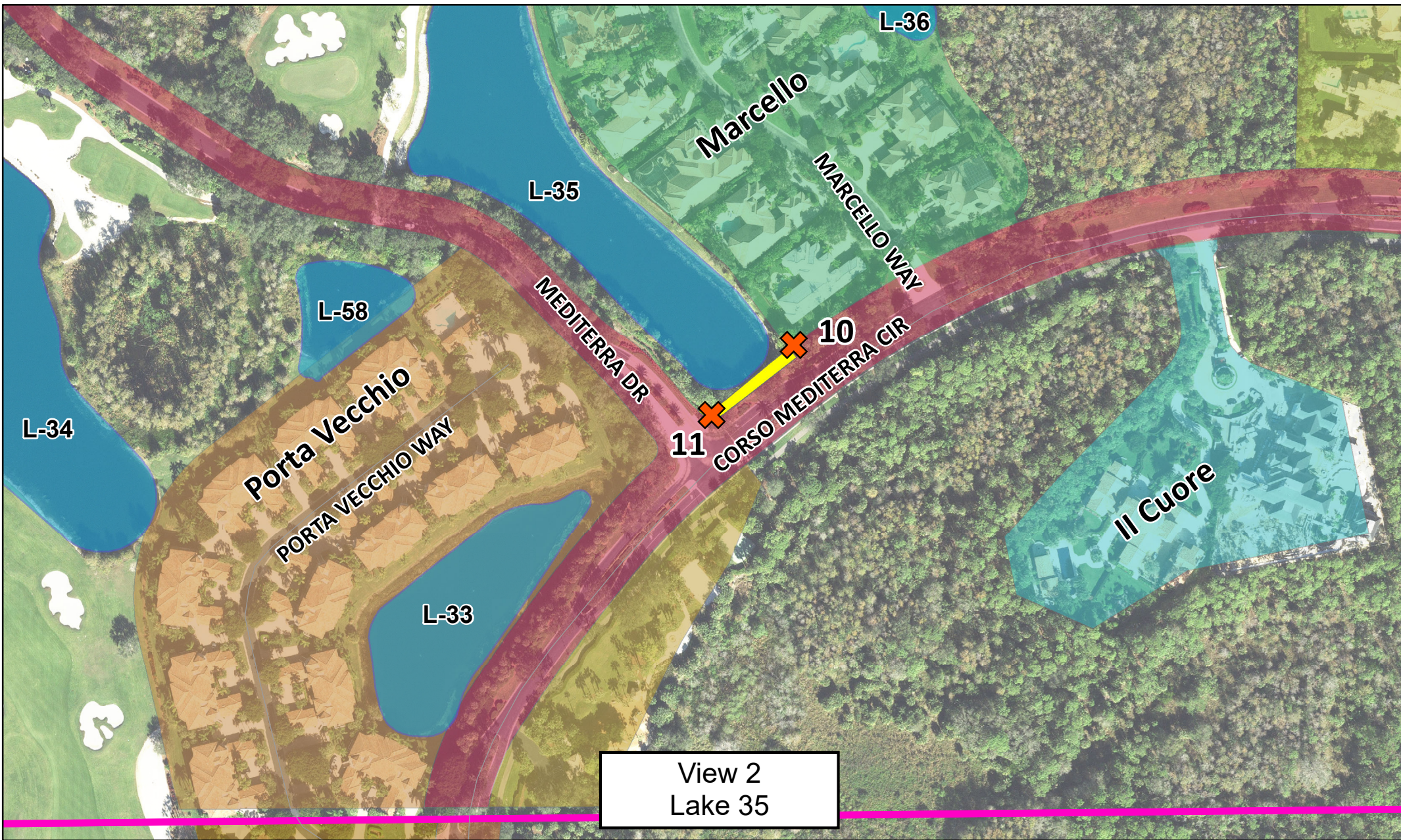
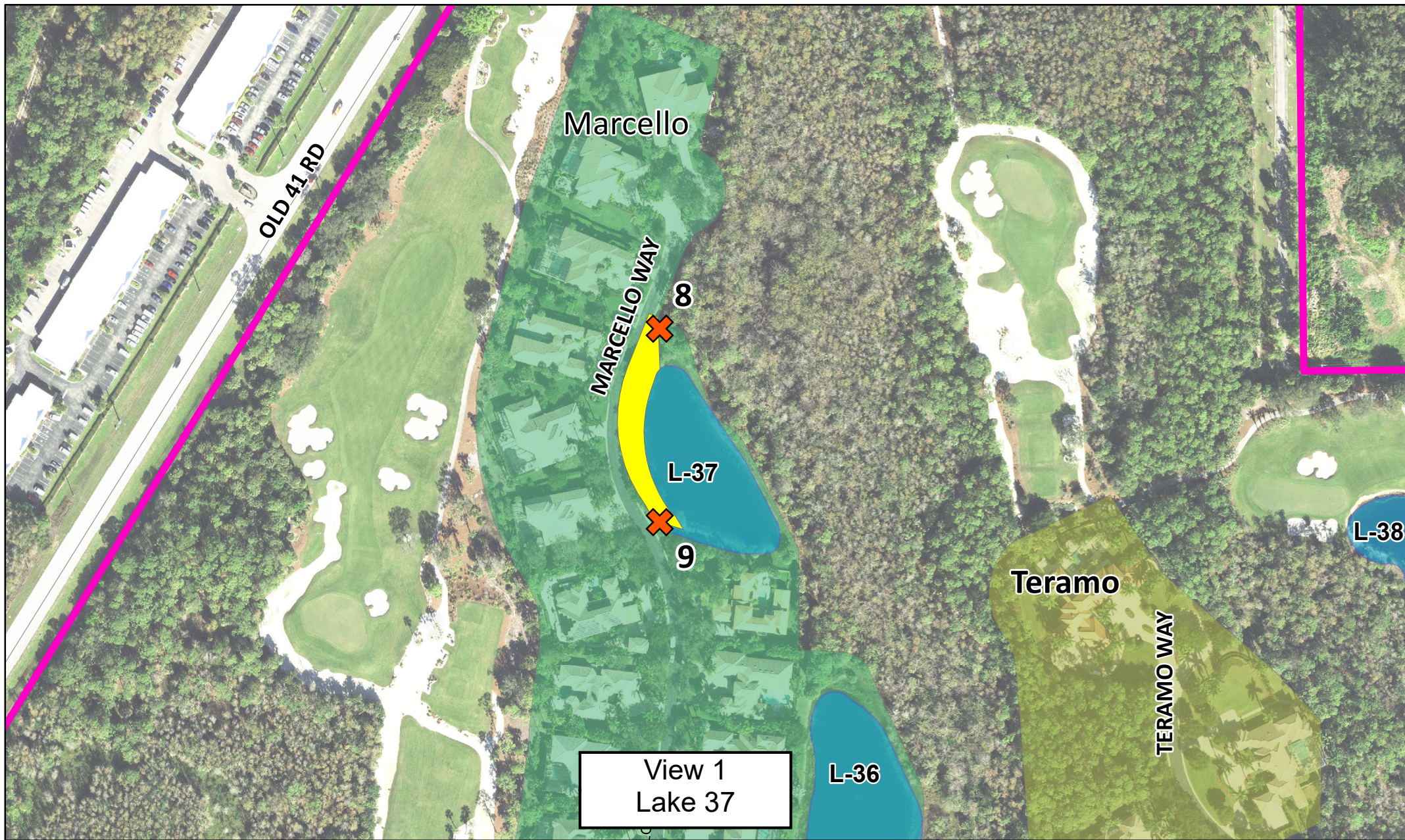
Felicita L-68

Easement Access – There is open access to the left of easement.

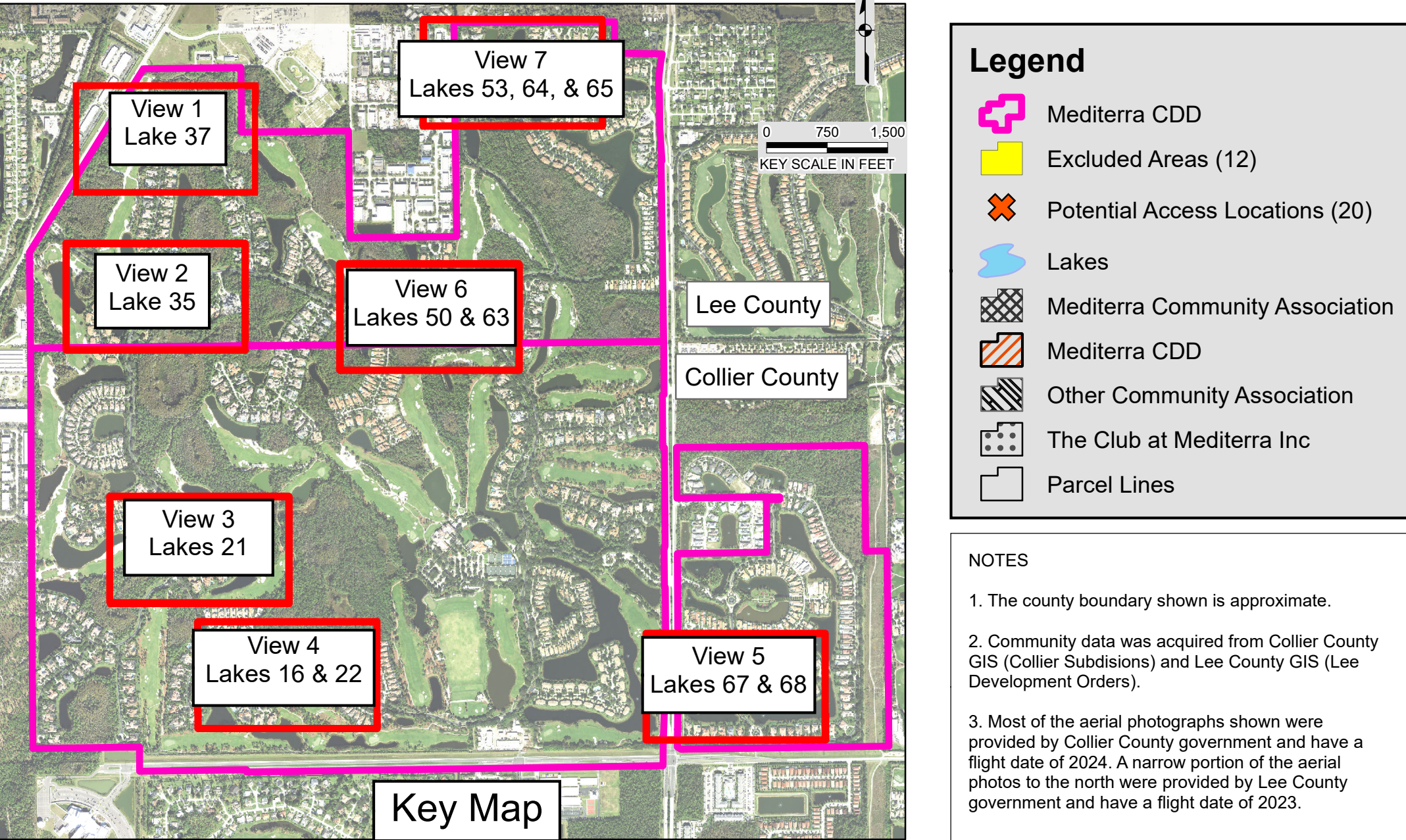


Lake Bank – Relatively clear, some ground cover and hedge overgrowth.





Excluded Areas Access Locations									
Map Id	View No	Lake No	Community	Easement Type	County	Status	Access From	Latitude	Longitude
1	7	64	Amarone North	Conservation	Lee	Excluded	MCA	26.32753	-81.76955
2	7	65	Terrazza	Conservation	Lee	Excluded	MCA	26.32754	-81.76793
3	7	53	Amarone South	Drainage and Landscape	Lee	Excluded	MCA	26.32466	-81.76851
4	7	53	Amarone South	Drainage and Landscape	Lee	Excluded	MCA	26.32447	-81.76966
5	6	62	Treviso	Drainage and Landscape	Lee	Excluded	MCA	26.31838	-81.76894
6	6	62	Treviso	ROW and Landscape	Lee	Excluded	MCA	26.31751	-81.76953
7	6	45	Cortile	ROW	Lee	Excluded	MCA	26.31772	-81.77386
8	1	37	Marcello North	ROW	Lee	Excluded	MCA	26.32396	-81.78177
9	1	37	Marcello North	ROW	Lee	Excluded	MCA	26.32312	-81.78176
10	2	35	Marcello South	ROW, Drainage, & Landscape	Lee	Excluded	MCA	26.31851	-81.78145
11	2	35	Marcello South	ROW	Lee	Excluded	MCA	26.31820	-81.78185
12	3	21	Bello Lago	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30969	-81.78099
13	3	21	Bello Lago	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30885	-81.78085
14	4	22	Medici	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30639	-81.77963
15	4	22	Medici	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30548	-81.77821
16	4	16	Milan	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30539	-81.77461
17	4	16	Milan	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30472	-81.77378
18	5	67	Buonasera	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30388	-81.75934
19	5	67	Buonasera	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30419	-81.75957
20	5	68	Felicita	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30577	-81.76007



Legend

Mediterra CDD

Excluded Areas (12)

Potential Access Locations (20)

Lakes

Mediterra Community Association

Mediterra CDD

Other Community Association

The Club at Medterra Inc

Parcel Lines

NOTES

1. The county boundary shown is approximate.

2. Community data was acquired from Collier County GIS (Collier Subdivisions) and Lee County GIS (Lee Development Orders).

3. Most of the aerial photographs shown were provided by Collier County government and have a flight date of 2024. A narrow portion of the aerial photos to the north were provided by Lee County government and have a flight date of 2023.

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

6B



Price Quote

PROJECT NAME: **Mediterra CDD Viewports Initial**

ATTENTION: Mark A. Zordan, PMP, Project Manager
Mediterra Community Development District
c/o Johnson Engineering
2122 Johnson Street
Fort Myers, FL 33901
maz@johnsoneng.com

PRICE QUOTED:

Description	Total Price
Maintenance	\$178,650.00

SCOPE OF WORK:

Maintenance

EarthBalance® will supply the labor and materials necessary for an initial clearing of twelve areas within Mediterra CDD in Lee & Collier Counties, Florida. This Task will include a treatment of all listed Category I and II Florida Invasive Species Council's (FISC) 2025 "List of Invasive Plant Species". All target species within the treatment area cut at the base, removed from site, and treated with an appropriate dye-laced herbicide approved for use by the State of Florida. All vines will cut at the base and removed from site. All dead material within the zones will be removed from site. All debris on the floor will be raked and removed from site. All work will be directed by a qualified Project Manager licensed to apply herbicides by the State of Florida.

EarthBalance® will perform the services described above for a fixed fee of **\$178,650.00**.



PROJECT NAME: Mediterra CDD Viewports Initial

CONDITIONS:

This Price Quote shall remain valid for a period not to exceed thirty (30) days beyond the submittal date of **October 6, 2025**. If not accepted within this period, **EarthBalance®** reserves the right to modify any portion thereof or withdraw the quotation in its entirety. This agreement and the attached terms and conditions shall be effective upon its full execution.

QUOTED BY: James Barron
Project Manager
EarthBalance®
2570 Commerce Parkway
North Port, FL 34289
jbarron@earthbalance.com

IN WITNESS WHEREOF, this Agreement is executed on the dates hereinafter stated.

EARTHBALANCE®

CLIENT

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____ Vice President

Title: _____

Date: _____, 2025

Date: _____, 2025

PLEASE INDICATE IF THE CLIENT IS ALSO THE OWNER OF THE PROPERTY ON WHICH THE SERVICES/WORK WILL BE PERFORMED:

_____ **OWNER**

_____ **NOT THE OWNER**

IF THE CLIENT IS NOT THE PROPERTY OWNER, PLEASE PRINT THE NAME AND CONTACT INFORMATION FOR THE PROPERTY OWNER:

Name: _____

Address: _____

Phone Number: _____



PRICE QUOTE TERMS AND CONDITIONS

1. Services. EarthBalance® hereby agrees to provide all supervision, labor, materials, equipment, and other facilities to complete the Work as described in the attached Price Quote ("Scope of Work" or "Work"). EarthBalance® agrees to use its best efforts in completing the Work. The Work shall be accomplished in a workmanlike and professional manner using the degree of skill and care ordinarily exercised by a reputable member of EarthBalance's® profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended, unless provided in the Scope of Work.

This agreement is limited to tasks identified in the attached Price Quote and does not include additional or repeat Work resulting from changes to the project or the information upon which this agreement is based. Modification to the final work products performed at the request of the Client that is not the result of the Contractor's errors or omissions shall be billed to the Client as additional services.

2. Time. This quote shall remain valid for a period not to exceed thirty (30) days beyond the date of submittal. If not accepted within this period, EarthBalance® reserves the right to modify any portion thereof or withdraw the quotation in its entirety. This agreement shall be effective upon its full execution.

3. Duty to Cooperate. Client agrees to cooperate with EarthBalance® in all respects in connection with EarthBalance's® efforts to discharge the Scope of Work. Client shall make Client's property available to EarthBalance®, shall timely comply with EarthBalance's® requests for information, and shall execute all documents reasonably required by EarthBalance® in discharging the Scope of Work. Client agrees to inform EarthBalance® of any known job site hazards including, but not limited to, hazardous substances, buried debris, ordnance or explosives, sinkholes, wildlife hazards, etc.

4. Payment. Client agrees to pay a fee for the Work performed based upon the information contained in attached Price Quote. As soon as may be practicable at the beginning of each month, EarthBalance® shall invoice Client for all work performed in the prior month and any other sums due EarthBalance®. Client shall pay the invoice amount within thirty (30) days after the invoice date. EarthBalance® may cease performing work under the attached Price Quote if any payment due hereunder is not paid within thirty (30) days of the invoice date. EarthBalance® accepts cash, check, credit card, ACH or Wire Transfer as payment. A convenience fee of 5% will be added to all credit card payments.

Client agrees that EarthBalance® may place a lien upon the Property for Work performed under the attached Price Quote and that EarthBalance® may record and enforce the lien for Work performed in accordance with the provisions of Florida's Construction Lien Law. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In addition, if EarthBalance® places this executed Price Quote in the hands of an attorney for the collection of any sums due hereunder, Client agrees to reimburse EarthBalance® for its reasonable attorney's fees and costs relating thereto.

5. Termination and Default. This agreement may be terminated by either party giving the other party thirty (30) days written notice of intent to terminate. Upon a notice of termination without cause, Client shall pay EarthBalance® for all labor and materials, supplies, and equipment procured, fabricated, incorporated or to be incorporated, or plants prepared for installation on the Project procured to the date of termination, including a reasonable profit of completed work. This shall include all cost incurred in preparing to fulfill the contractual obligations and any re-stocking fees along with all other damages associated with termination. In addition, upon default by Client, monetary or otherwise, this agreement may be terminated by EarthBalance® with seven (7) days written notice of intent to terminate if the default remains uncured after such notice period and EarthBalance® shall be entitled to recover all damages both actual and consequential, incurred as a result of said default. EarthBalance's® liability to Client or any related party for any claim related to or arising out of (i) this agreement or (ii) EarthBalance's® Work shall be limited to two times the amount of fees paid by Client hereunder.

6. Force Majeure Event. EarthBalance® shall not be liable to Client for damages resulting from delay in or termination of EarthBalance's® Work because of fire or casualty, riots, strikes, picketing, boycotts, lockouts, labor disturbances, shortages of materials, epidemics, pandemics, war, terrorism or combined action of the workmen or others, governmental delays, or any acts of God including, but not limited to, severe snowstorms, earthquakes, hurricanes, floods, or any other cause or condition beyond its control making it inadvisable in EarthBalance's® determination to proceed with the Work (collectively, a "Force Majeure Event"). EarthBalance® shall have no obligation to resume Work discontinued under this Section. If EarthBalance® elects not to resume the Work, Client's sole and exclusive remedy shall be payment on a pro-rata basis for the percentage of Work that has actually been completed as of the date of its receipt of EarthBalance's® notice of the Force Majeure Event.

7. Warranties. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by EarthBalance®, if any, shall be deemed null and void if Client fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees, if any, provided under the Agreement are solely for the original Client and are non-transferable, unless otherwise agreed to by Client and EarthBalance® in writing. Any express warranty provided, if any, by EarthBalance® is the sole and exclusive remedy for alleged defects, in lieu of all other remedies, implied or statutory. Warranties to be issued upon completion and full payment of this Agreement.



8. **Price Escalation.** If there is an increase in the price of labor, materials, or fuel surcharge charged to **EarthBalance®** in excess of **five (5%) percent**, subsequent to making this Agreement, then the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to **EarthBalance®**. **EarthBalance®** shall submit written documentation of the increased charges to Client. As an additional remedy, if the actual cost of any line item increases more than ten (10%) percent subsequent to entering into this Agreement, **EarthBalance®**, at its sole discretion, may terminate the Agreement for convenience.

9. **Delay.** This contract contemplates installation on N/A . As living plants, Client acknowledges that ongoing watering, feeding, maintenance and storage costs will continue beyond the specified installation date at a per diem rate of N/A . Accordingly, despite any Contract Document provision to the contrary, **EarthBalance®** will be compensated for any delays beyond the Installation Date via change order at the per diem rate.

10. **Site Conditions.** Should **EarthBalance®** discover concealed or unknown conditions in the existing soil suitability that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted upon notice thereof from **EarthBalance®** to Client.

11. **Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be **Sarasota County, Florida**. The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement including arbitration, administrative, appellate and/or bankruptcy proceedings shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party in connection with the action.

12. **Arbitration.** If a dispute shall arise between **EarthBalance®** and Client with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

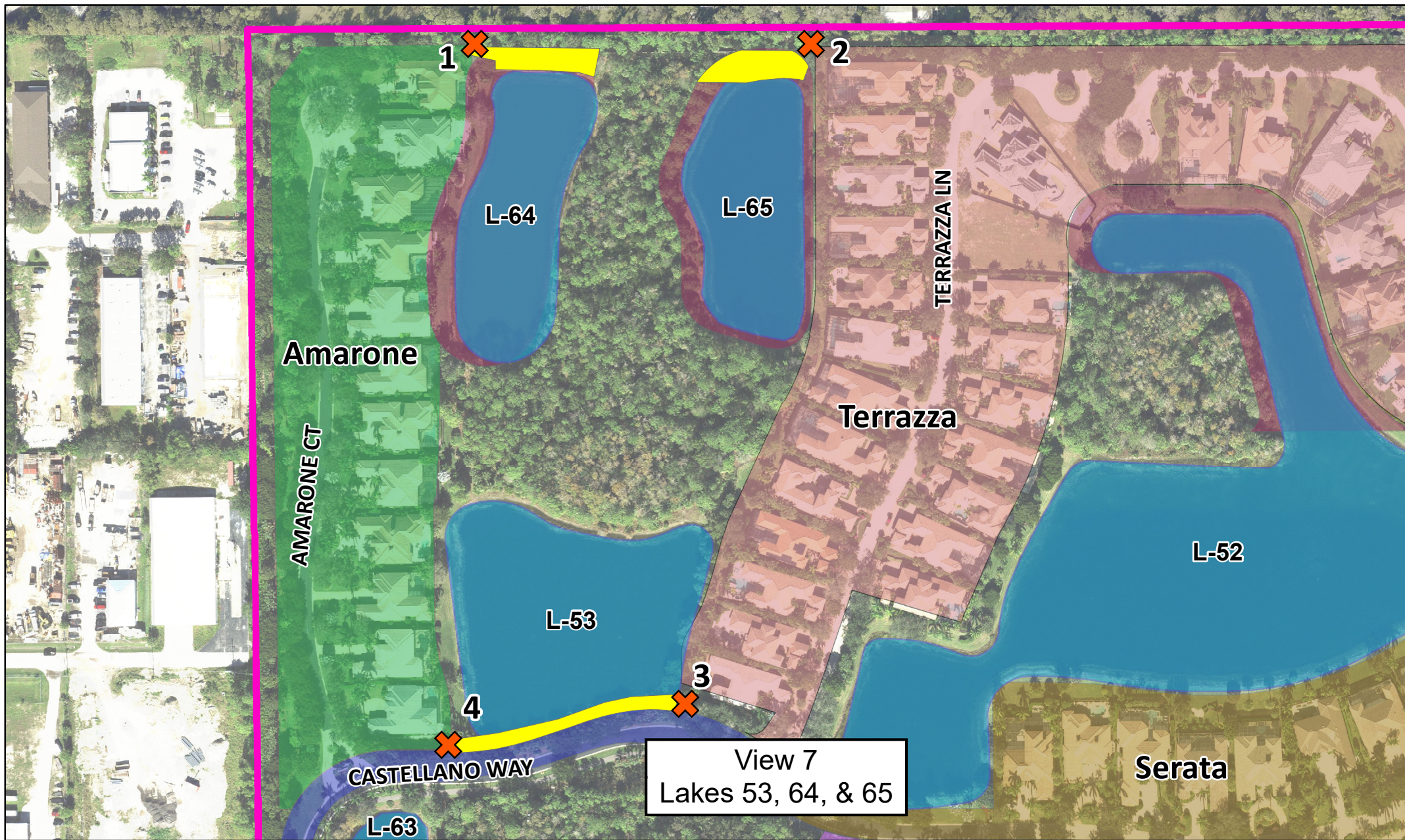
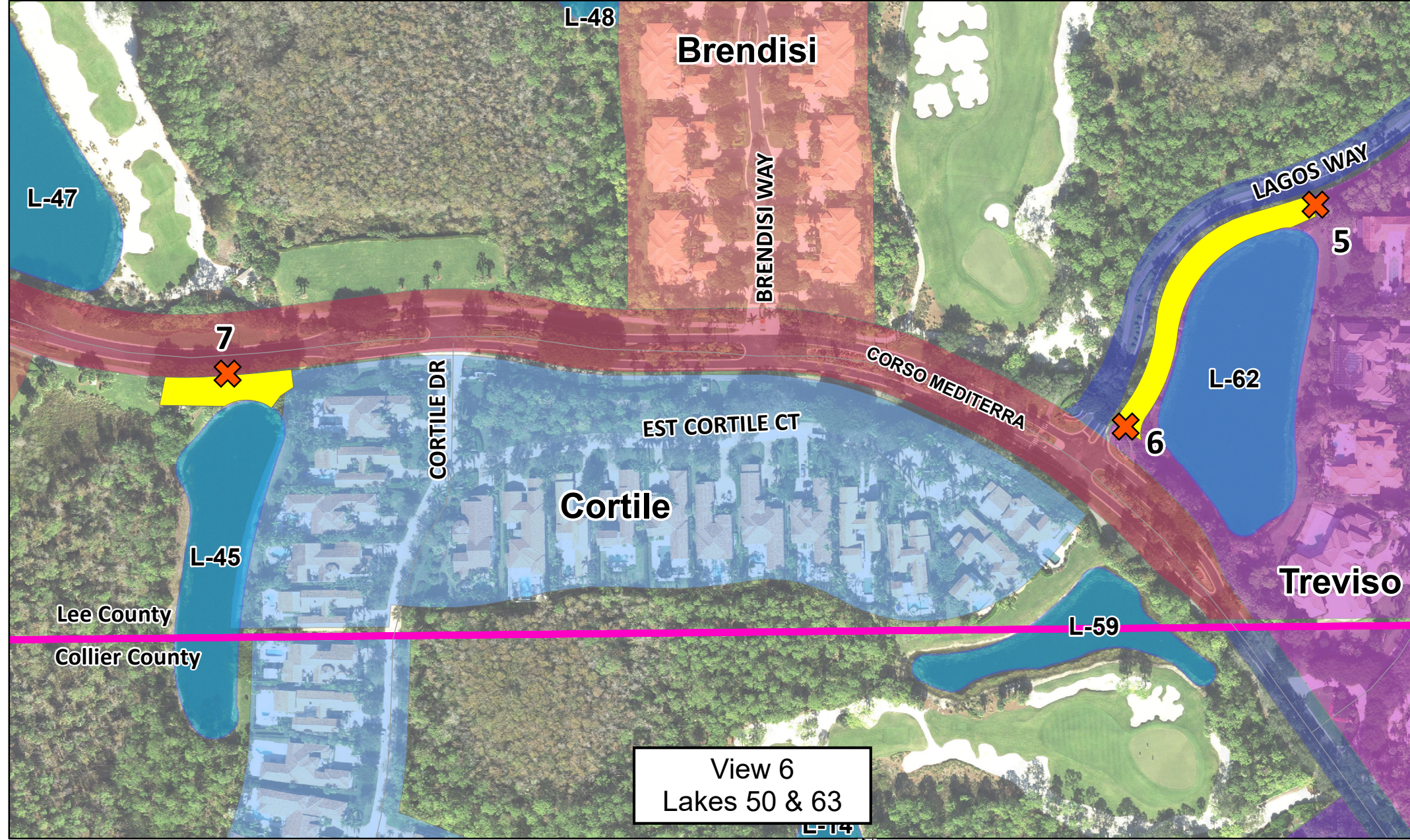
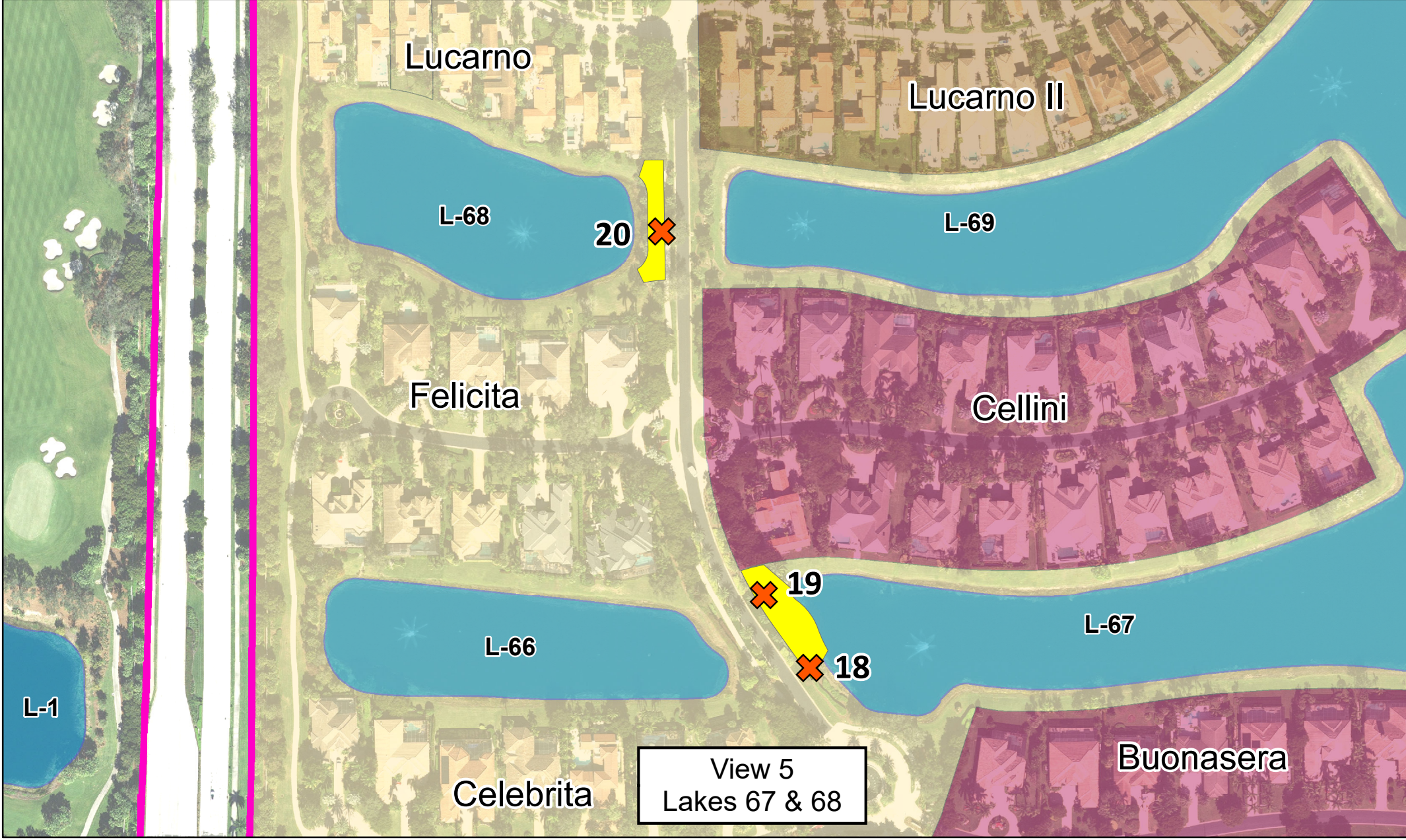
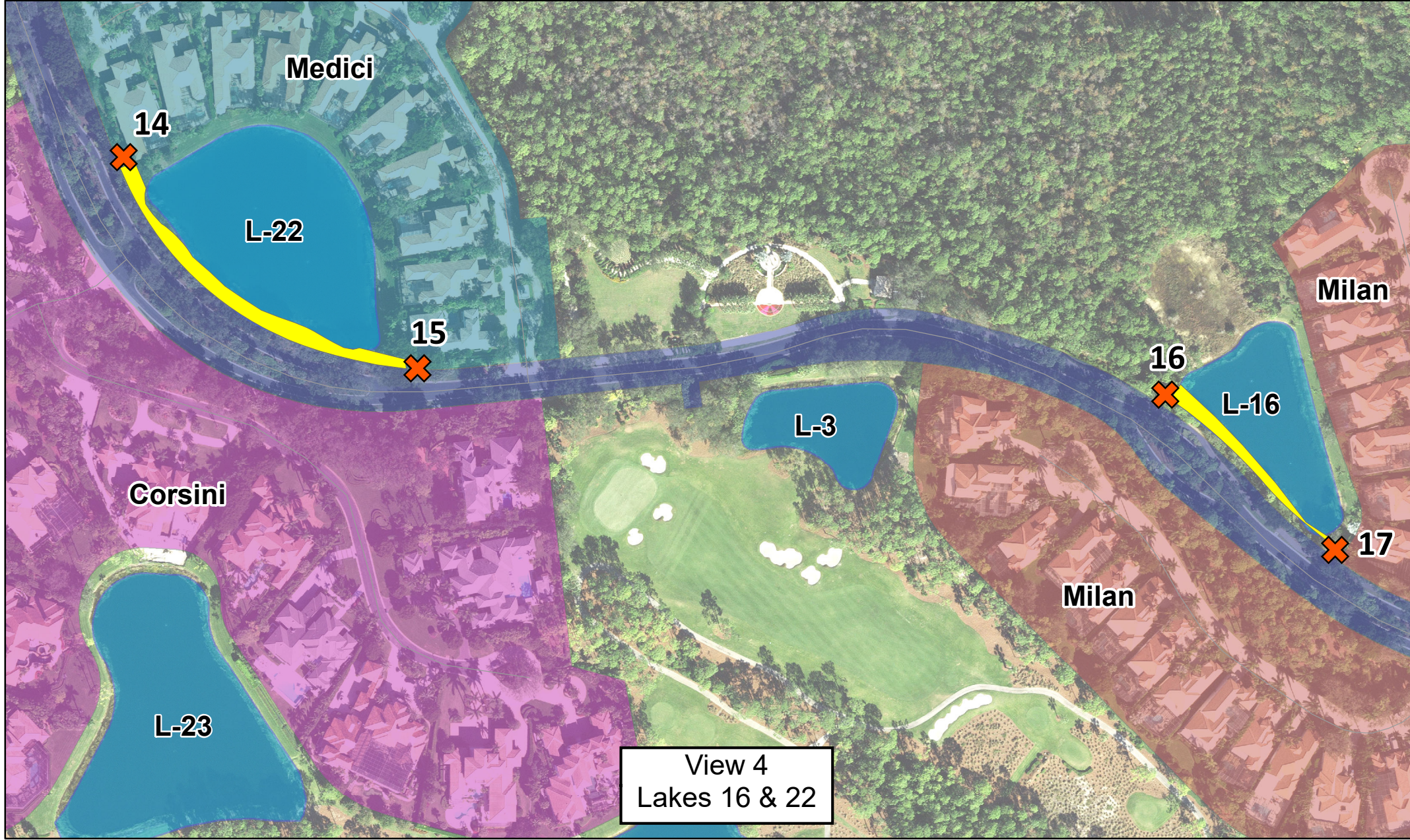
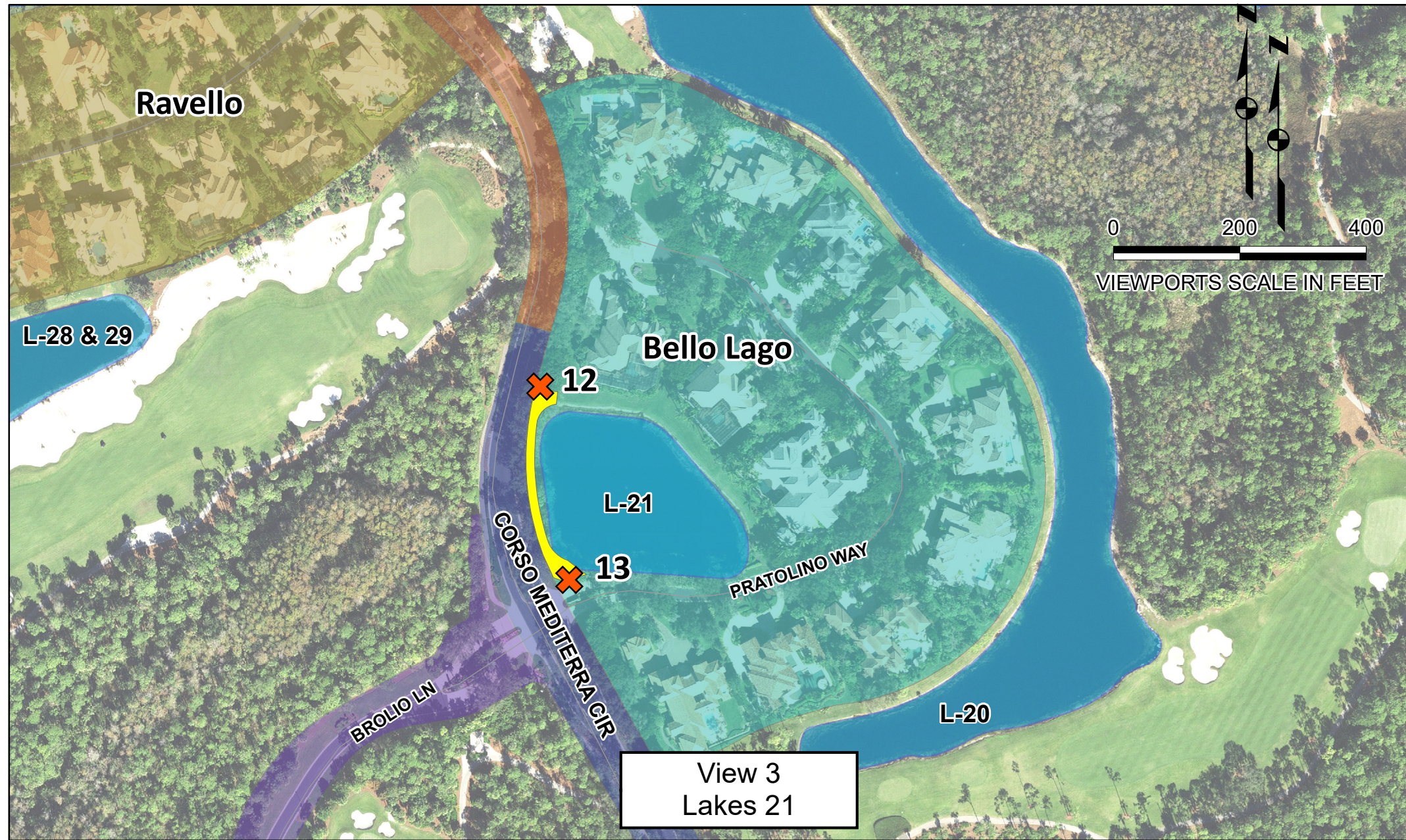
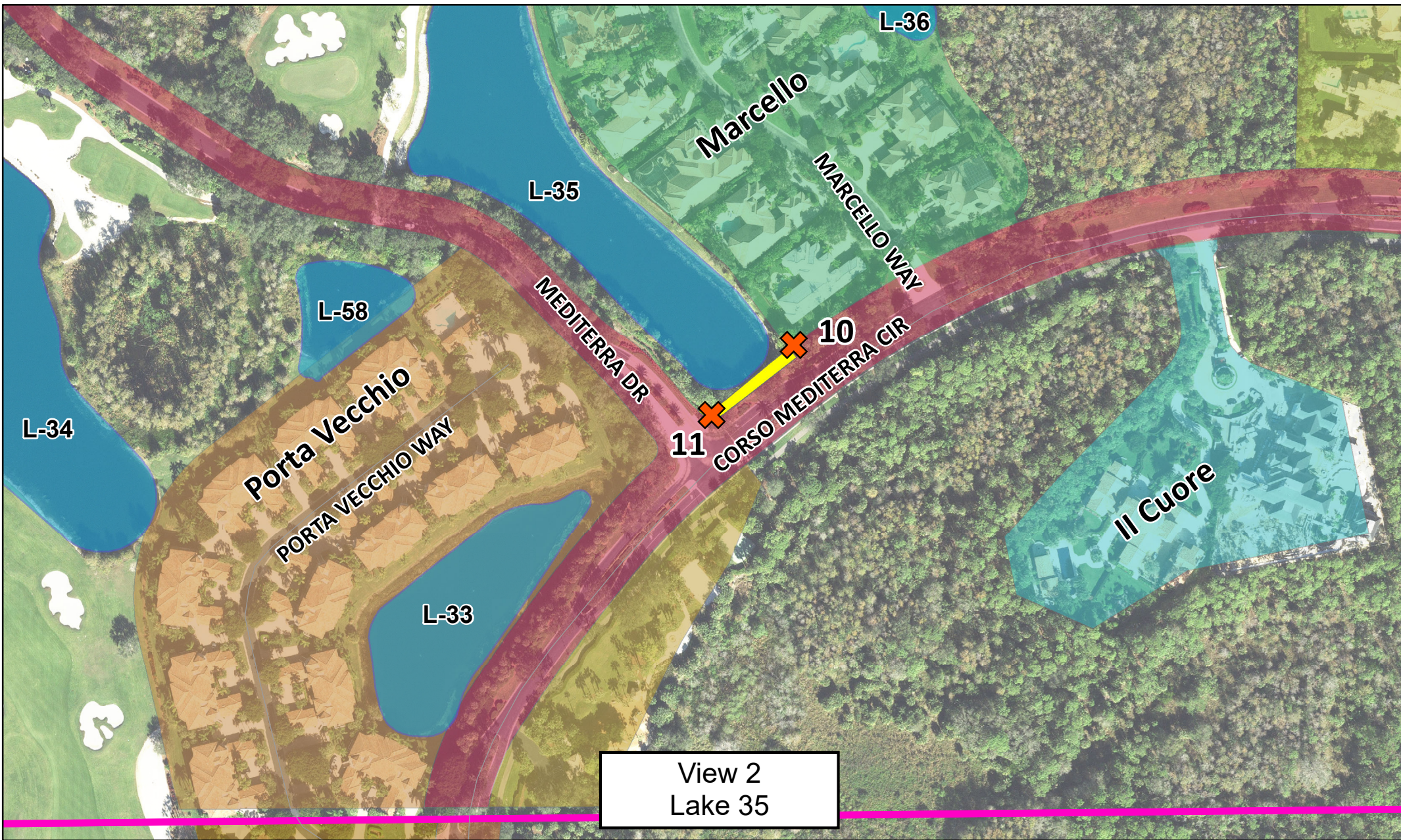
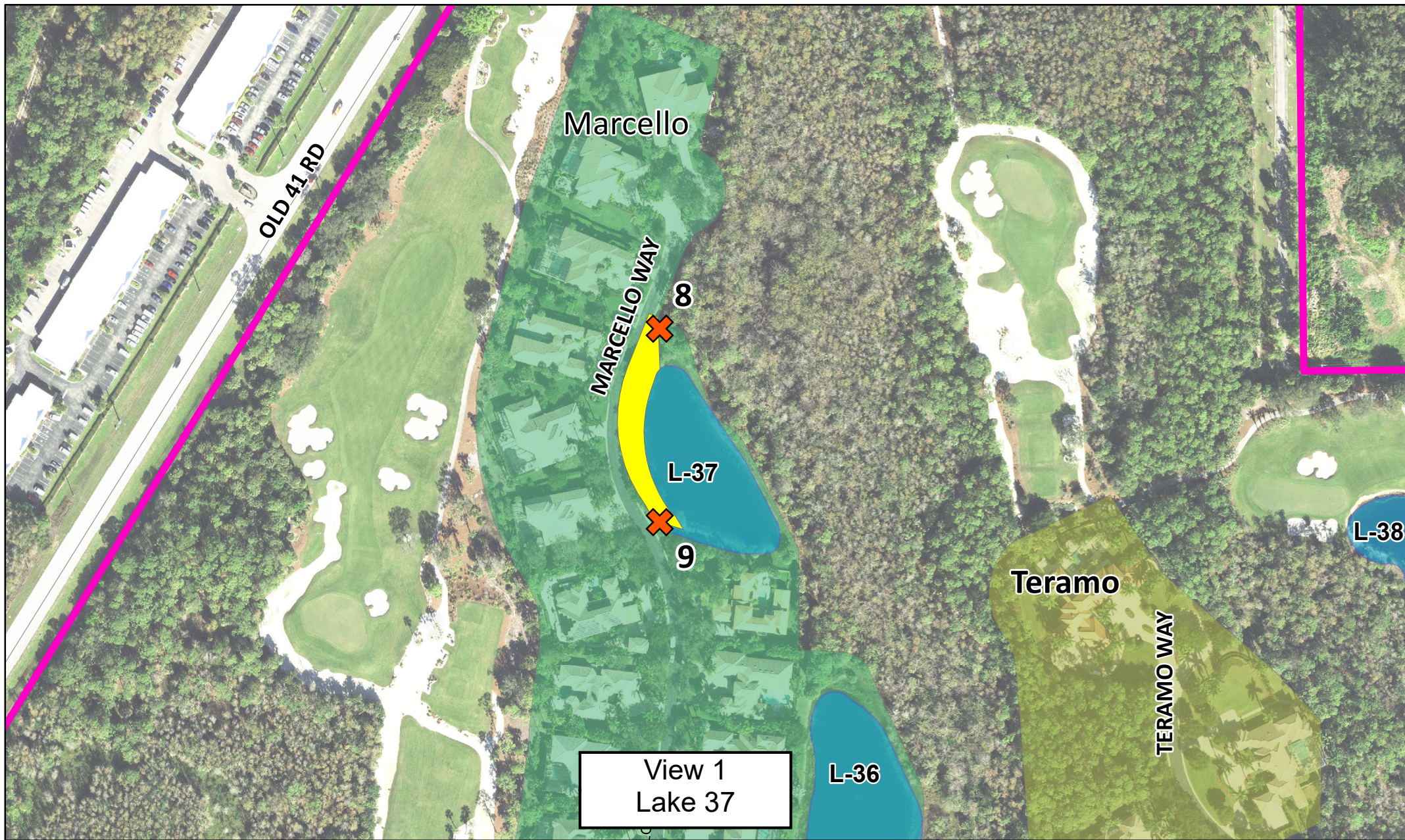
13. **Jury Trial Waiver.** In the event there is litigation over the enforcement of a collection matter or construction lien, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**

14. **Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall **EarthBalance®** be liable for special, consequential, punitive, or indirect damages, including loss of use or loss of profits. **EarthBalance®** and Client agree to allocate certain risks so that, to the fullest extent permitted by law, **EarthBalance's®** total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

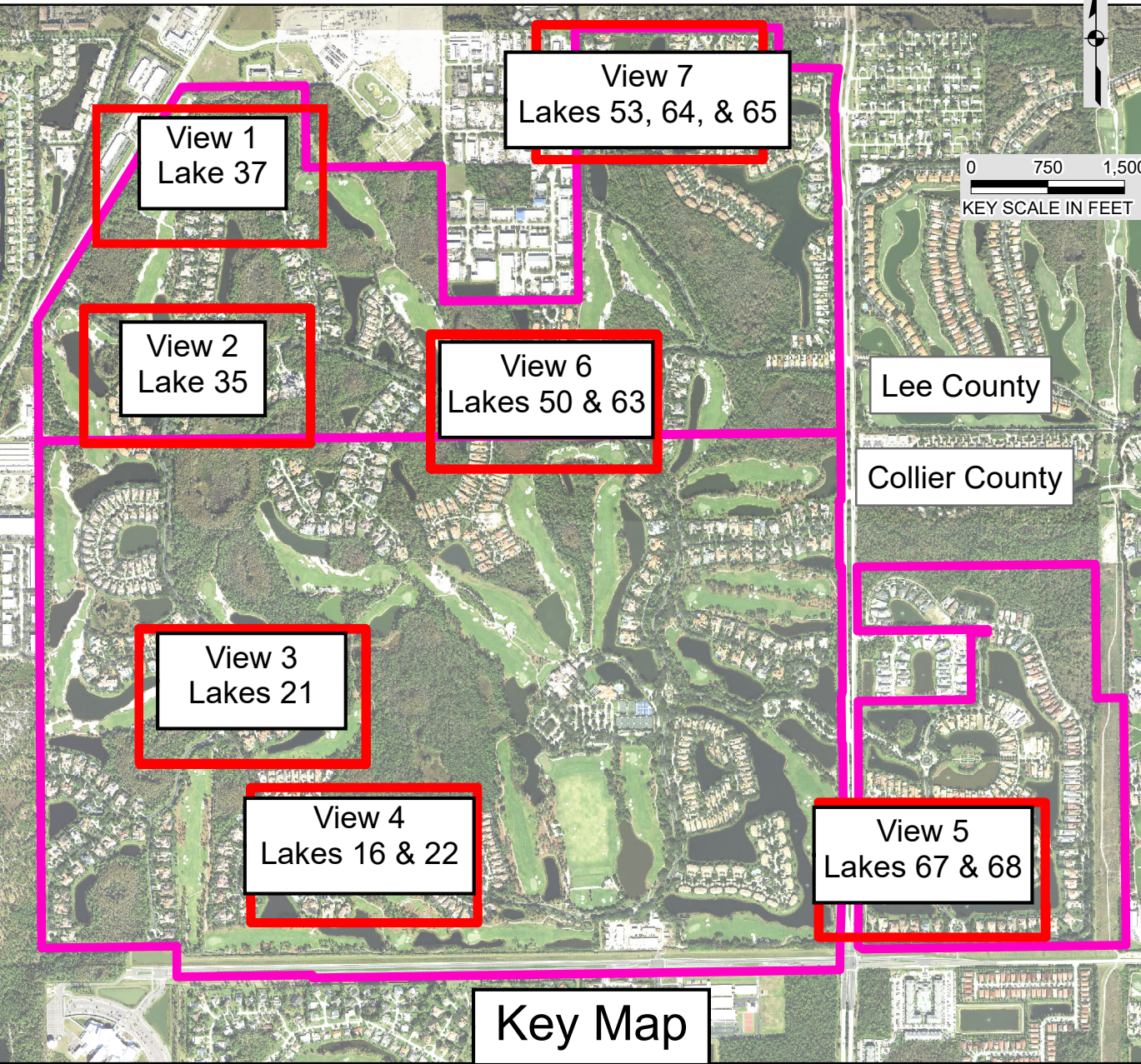
15. **Claims.** It is Client's duty to notify **EarthBalance®** in writing within **three (3) days** of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by **EarthBalance®** under this Agreement ("Occurrence"). Failure of Client to provide written notice of the Occurrence shall result in Client waiving all claims that may be brought against **EarthBalance®** arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.

16. **Shortages.** In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the Agreement is executed, provided that such availability is a result of factors beyond **EarthBalance's®** control, then in the event of temporary unavailability, the Agreement time shall be extended to reflect the duration of time that **EarthBalance®** is delayed by the unavailability, and in the case of permanent unavailability, **EarthBalance®** shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by **EarthBalance®** under this provision, any increase in the cost between the originally specified material or equipment and its substitute shall be paid by the Customer to the **EarthBalance®**. Due to material shortages, Client may experience delays related to the inability to timely obtain materials for this project. In the event of such a delay, **EarthBalance®** shall notify Client, and Client agrees to provide **EarthBalance®** with an extension of time for any delay attributable to the temporary inability to obtain materials.

17. **Miscellaneous.** The invalidity of any provision of the agreement shall not impair the validity of any other provision. If any provision of this agreement is determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severable and the remaining provisions of the agreement shall be enforced. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties and may only be amended, modified or terminated by the written mutual consent of all the parties hereto and duly executed by the authorized representatives of the parties hereto. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference.



Excluded Areas Access Locations									
Map Id	View No	Lake No	Community	Easement Type	County	Status	Access From	Latitude	Longitude
1	7	64	Amarone North	Conservation	Lee	Excluded	MCA	26.32753	-81.76955
2	7	65	Terrazza	Conservation	Lee	Excluded	MCA	26.32754	-81.76793
3	7	53	Amarone South	Drainage and Landscape	Lee	Excluded	MCA	26.32466	-81.76851
4	7	53	Amarone South	Drainage and Landscape	Lee	Excluded	MCA	26.32447	-81.76966
5	6	62	Treviso	Drainage and Landscape	Lee	Excluded	MCA	26.31838	-81.76894
6	6	62	Treviso	ROW and Landscape	Lee	Excluded	MCA	26.31751	-81.76953
7	6	45	Cortile	ROW	Lee	Excluded	MCA	26.31772	-81.77386
8	1	37	Marcello North	ROW	Lee	Excluded	MCA	26.32396	-81.78177
9	1	37	Marcello North	ROW	Lee	Excluded	MCA	26.32312	-81.78176
10	2	35	Marcello South	ROW, Drainage, & Landscape	Lee	Excluded	MCA	26.31851	-81.78145
11	2	35	Marcello South	ROW	Lee	Excluded	MCA	26.31820	-81.78185
12	3	21	Bello Lago	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30969	-81.78099
13	3	21	Bello Lago	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30885	-81.78085
14	4	22	Medici	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30639	-81.77963
15	4	22	Medici	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30548	-81.77821
16	4	16	Milan	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30539	-81.77461
17	4	16	Milan	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30472	-81.77378
18	5	67	Buonasera	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30388	-81.75934
19	5	67	Buonasera	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30419	-81.75957
20	5	68	Felicita	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30577	-81.76007



Legend

Mediterra CDD

Excluded Areas (12)

Potential Access Locations (20)

Lakes

Mediterra Community Association

Mediterra CDD

Other Community Association

The Club at Medterra Inc

Parcel Lines

NOTES

1. The county boundary shown is approximate.

2. Community data was acquired from Collier County GIS (Collier Subdivisions) and Lee County GIS (Lee Development Orders).

3. Most of the aerial photographs shown were provided by Collier County government and have a flight date of 2024. A narrow portion of the aerial photos to the north were provided by Lee County government and have a flight date of 2023.

REVISIONS		

Mediterra
Lee & Collier Counties, Florida

JOHNSON
ENGINEERING
— An Apex Company —

JOHNSON ENGINEERING,LLC
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33901
PHONE (239) 334-0046
E.B. #642 & L.B. #642

Maintenance Areas Excluded

DATE	PROJECT	FILE NO.	SCALE	SHEET
August 2025	20023589-001	--	As Shown	1

**MAINTENANCE AGREEMENT BY AND BETWEEN
MEDITERRA SOUTH COMMUNITY DEVELOPMENT DISTRICT,
MEDITERRA NORTH COMMUNITY DEVELOPMENT DISTRICT, AND
MEDITERRA COMMUNITY ASSOCIATION, INC.**

THIS AGREEMENT ("Agreement") is made and entered into this 26 day of June, 2014, by and between: *jet*

Mediterra South Community Development District, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in Collier County, Florida, whose mailing address is 6131 Lyons Road, Suite 100, Coconut Creek, Florida 33073, and

Mediterra North Community Development District, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in Lee County, Florida, whose mailing address is 6131 Lyons Road, Suite 100, Coconut Creek, Florida 33073 (collectively with Mediterra South Community Development District, the "Districts"), and

Mediterra Community Association, Inc., a Florida non-profit corporation, whose address is 15735 Corso Mediterra Circle, Naples, Florida 34110 (the "MCA" and, collectively with the Districts, the "Parties").

RECITALS

WHEREAS, the Districts were each established by ordinance of Collier and Lee County, Florida, respectively, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, and other infrastructure; and

WHEREAS, the Districts, pursuant to Chapter 190, Florida Statutes, own and operate certain facilities, including certain stormwater lakes (the "District Lakes"), in accordance with the Districts' adopted Improvement Plan; and

WHEREAS, the property owned by the Districts along the banks of the District Lakes is marked by varying degrees of landscape cover and requires routine maintenance of varying intensity (the "Maintenance Areas"); and

WHEREAS, prior to this Agreement, the MCA has been voluntarily providing general landscape maintenance services for the Maintenance Areas, including but not limited to mowing, cord grass trimming, and irrigation; and

WHEREAS, the MCA desires to continue providing landscape maintenance services for the Maintenance Areas as reflected on the MCA proposal and area map attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**; and

WHEREAS, the MCA represents that it is qualified to provide the landscape maintenance services as further described herein and in **Exhibit A**; and

WHEREAS, the Districts find that entering into this Agreement with the MCA to provide landscape maintenance services is in the best interest of the Districts and the Mediterra community.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the MCA is hereby authorized and instructed by the Districts to perform in accordance with the following covenants and conditions, which both the Districts and the MCA have agreed upon:

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.

2. DESCRIPTION OF WORK AND SERVICES.

- A. The Districts desire that the MCA provide landscape maintenance services ("Landscape Services") within presently accepted industry standards. Upon all Parties executing this Agreement, the MCA shall continue to provide the general services as set forth in paragraph 3 of this Agreement, voluntarily and without compensation from the Districts.
- B. While providing the Landscape Services identified in this Agreement, the MCA shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all activities necessary for the completion of the Landscape Services.
- C. Additional services not included in the Scope of Services may be provided by the MCA at the request of the Districts in the sole determination of the MCA and under such terms and conditions as the Parties shall agree.

3. SCOPE OF LANDSCAPE MAINTENANCE SERVICES. The responsibilities of the MCA are those described in the Maintenance Proposal attached hereto as **Exhibit A**. The MCA shall solely be responsible for the means, manner and methods by which its responsibilities are met to the satisfaction of the District. Modifications of the Scope of Services stated in Exhibit A may be undertaken as provided in Section 21 of this Agreement, regarding Amendments.

4. **MANNER OF PERFORMANCE.** The MCA agrees, as an independent contractor, to undertake work and/or perform or have performed Landscape Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the Districts issued in connection with this Agreement and accepted by the MCA.

A. The Districts shall designate in writing a person to act as the Districts' representative with respect to the services to be performed under this Agreement. The Districts' representative shall have complete authority to transmit instructions, receive information, and interpret and define the Districts' policies and decisions with respect to materials, equipment, elements, and systems pertinent to the MCA's Landscape Services on District property.

(1) The Districts hereby designate the District Manager to act as the designated representative.

(2) The MCA agrees to meet with the Districts' representative no less than one (1) time per year to discuss conditions, schedules, and items of concern regarding this Agreement.

B. Installation and maintenance of landscape materials, including pine straw, grasses of any kind, or other vegetation, shall conform to the type and location of landscape materials currently existing in the Maintenance Areas, unless prior approval for variation is obtained from the Districts.

C. The MCA shall use all due care to protect the property of the Districts, its residents, and landowners from damage. The MCA agrees to repair any damage resulting from the MCA's activities and work within a practically reasonable period following the damage.

D. The MCA Landscape Services shall not adversely impact the District Lakes or the operation of the surface water management system supported by the District Lakes, taking into consideration seasonal variability.

5. **RIGHT OF ENTRY.** The Districts hereby grant to the MCA, and to its subcontractors retained for the services described in this Agreement, a non-exclusive right to enter the Maintenance Areas subject to this Agreement, for the exclusive purposes described in this Agreement.

6. **COMPENSATION.** The MCA and the Districts agree that the services described in this Agreement will be provided at no cost to the Districts. If the Districts should

desire additional work or services, the MCA agrees to negotiate in good faith to undertake such additional work or services and to agree upon any terms of compensation that may be necessary to perform such additional work. Additional work or services, if negotiated by the Parties, shall be specified in a written amendment to this Agreement in accordance with the

7. **TERM.** Work shall commence upon execution of this Agreement, and continue until 30 days after such time as either Party terminates this Agreement in accordance with the provisions of Section 15 herein.

8. **INSURANCE.**

A. The MCA agrees that all work performed under this agreement shall be performed by employees or agents of the MCA who are covered by the MCA's liability and property insurance policies. The MCA shall provide to the Districts a Certificate of Insurance demonstrating current insurance policies applicable to claims that could arise from work performed under this Agreement.

9. **INDEMNIFICATION.** The MCA agrees to defend, indemnify, and hold harmless the Districts and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage of any nature, arising out of, or in connection with, the work to be performed by or at the direction of the MCA. The MCA further agrees that nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in section 768.28, Florida Statutes, or other statute. 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

10. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The MCA shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, and shall notify the Districts in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement.

11. **LIENS AND CLAIMS.** The MCA shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The MCA shall keep the Districts' property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the MCA's performance under this Agreement, and the MCA shall immediately discharge any such claim or lien. In the event that the MCA does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the Districts, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

12. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. 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 damages, injunctive relief, and/or specific performance. The Districts shall be solely responsible for enforcing the Districts' rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the Districts' right to protect the Districts' rights from interference by a third party to this Agreement.

13. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the Districts 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 Districts in refraining from so doing; and further, that the failure of the Districts at any time or times to strictly enforce the Districts' 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.

14. SUCCESSORS. 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.

15. TERMINATION. Either Party may terminate this Agreement by providing thirty (30) days written notice of termination to the other Party.

16. ASSIGNMENT. Neither the Districts nor the MCA may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the MCA shall be acting as an independent contractor. Neither the MCA nor employees of the MCA, if there are any, are employees of the Districts under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The MCA agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the MCA, if there are any, in the performance of this Agreement. The MCA shall not have any authority to assume or create any obligation, express or implied, on behalf of the Districts, and the MCA shall have no authority to represent the Districts as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

18. 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.

19. ENFORCEMENT OF AGREEMENT. In the event that either the Districts or the MCA is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Districts and the MCA relating to the subject matter of this Agreement.

21. AMENDMENTS. Amendments or waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties.

22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or officials of the Districts and the MCA, both the Districts and the MCA have complied with all the requirements of law, and both the Districts and the MCA have full power and authority to comply with the terms and provisions of this instrument.

23. 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, by overnight delivery service, or by electronic transmission to the Parties, as follows:

If to the Districts: Mediterra South Community Development District
6131 Lyons Road, Suite 100
Coconut Creek, Florida 33073
Attention: District Manager

Mediterra North Community Development District
6131 Lyons Road, Suite 100
Coconut Creek, Florida 33073
Attention: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida
32314 Attn: District
Counsel

If to the MCA: Mediterra Community Association, Inc.
15735 Corso Mediterra Circle
Naples, FL 34110
Attn: MCA Manager

Counsel for the Districts and counsel for the MCA may deliver Notice on behalf of the Districts and the MCA. 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 to the parties and addressees set forth herein.

24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Districts and the MCA, 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 Districts and the MCA 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 Districts and the MCA and their respective representatives, successors, and assigns.

25. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Collier County or Lee County, Florida.

26. EFFECTIVE DATE. This Agreement shall be effective upon execution, and shall remain in effect until terminated by either of the Districts or the MCA in accordance with the provisions of this Agreement.

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

28. 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.

29. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Districts and the MCA as an arm's length transaction. The Districts and the MCA 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.

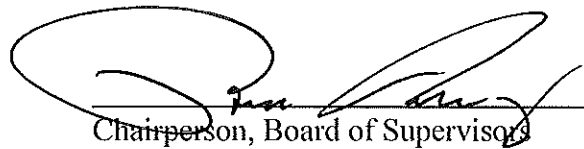
30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

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

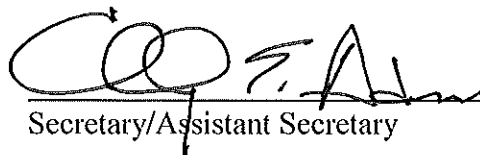
ATTEST:

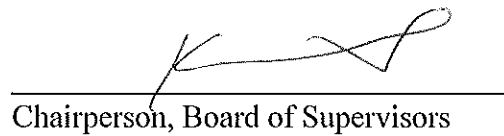
**MEDITERRA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary

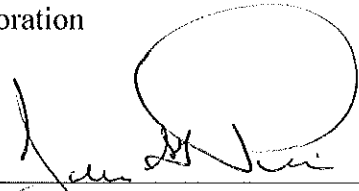

Chairperson, Board of Supervisors

**MEDITERRA NORTH COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chairperson, Board of Supervisors

**MEDITERRA COMMUNITY
ASSOCIATION, INC., a Florida non-profit
corporation**

By: 

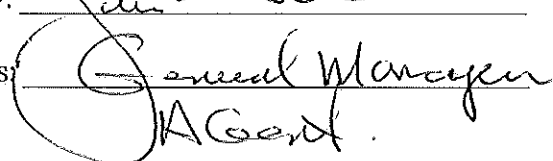
Its: 
General Manager
A. G. Gert.

EXHIBIT A: MCA Maintenance Proposal
EXHIBIT B: Maintenance Area Map

Exhibit A: MCA Maintenance Proposal

- I. The following areas are maintained by MCA even though they are CDD property. The maintenance includes one pine straw installation, eight weed control applications and limited mowing. This does not include any plant replacements. There are some areas that require weekly mowing and some are bi-monthly. There are some lake banks with many cord grass plants and others with few and some with almost 100 bales of pine straw and others with none.

<u>Location</u>	<u>Area Size in Sq. Ft.</u>
Milan	4121
Medici	5328
Padova	8215 (mowing only)
Bella Lago	1386
Treviso	1800
Amarone South	3962 (cord grass trimming)
Amarone North	1992 (cord grass trimming)
Terrazza	1920
Felicita	936
Cellini	2299 (mowing St. Augustine)
Celebrita	2340
<u>Buonasera</u>	<u>2370</u>
Totals	36,669

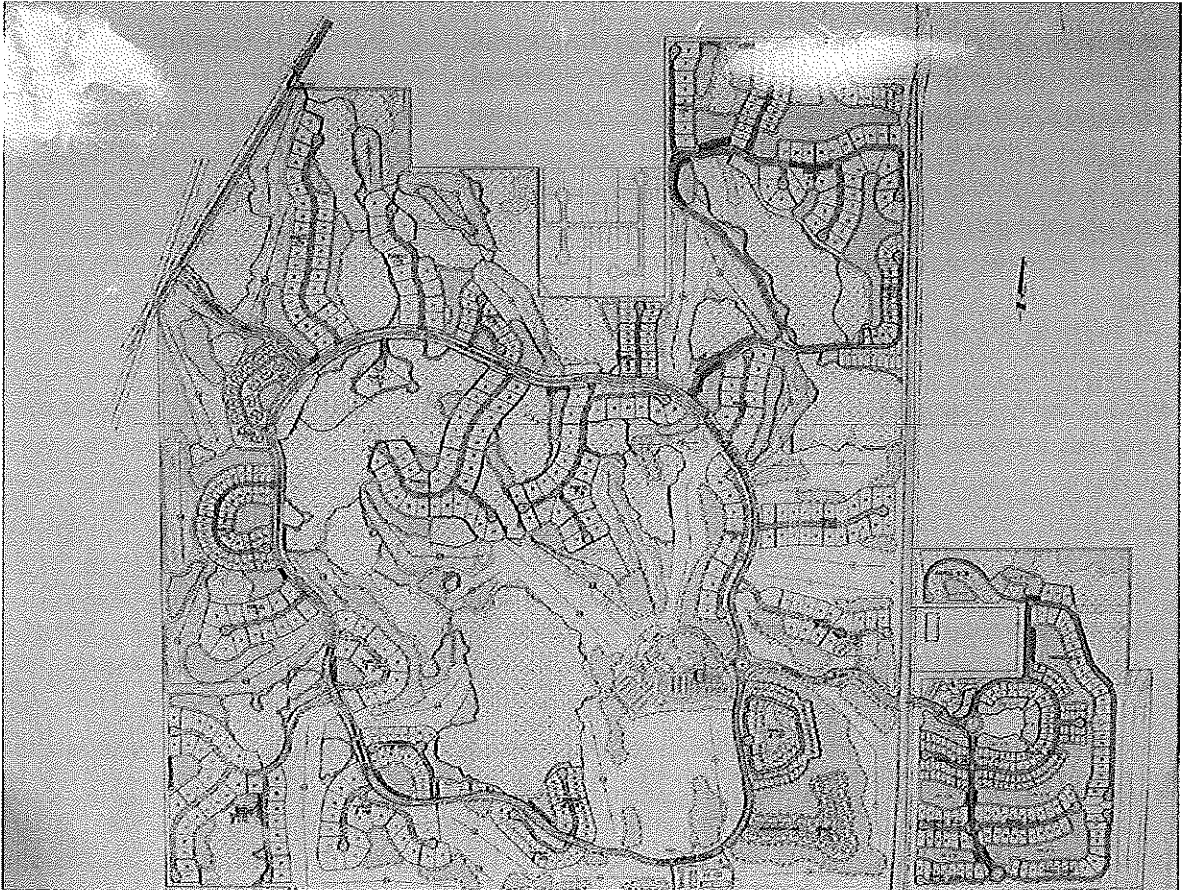
- II. The following additional areas are also maintained by MCA even though they are essentially CDD property. These areas are adjacent to MCA property and Single-Family home sites and have received maintenance for many years. Most

of these locations receive regular mowing and fertilizer along with the regular turf schedule. Some of these areas have shrubs that are trimmed and fertilized also. These are the estimated square feet for the maintenance.

<u>Location</u>	<u>Area Size in Sq. Ft.</u>
Padova	8000
Calabria	9100
Cortile	12600
Ravello	5700
Marcello	2650
Amarone/Castellano Way	6200
Messina Lane	8350
<u>Cabreo Entrance</u>	<u>3500</u>
Totals	56,100

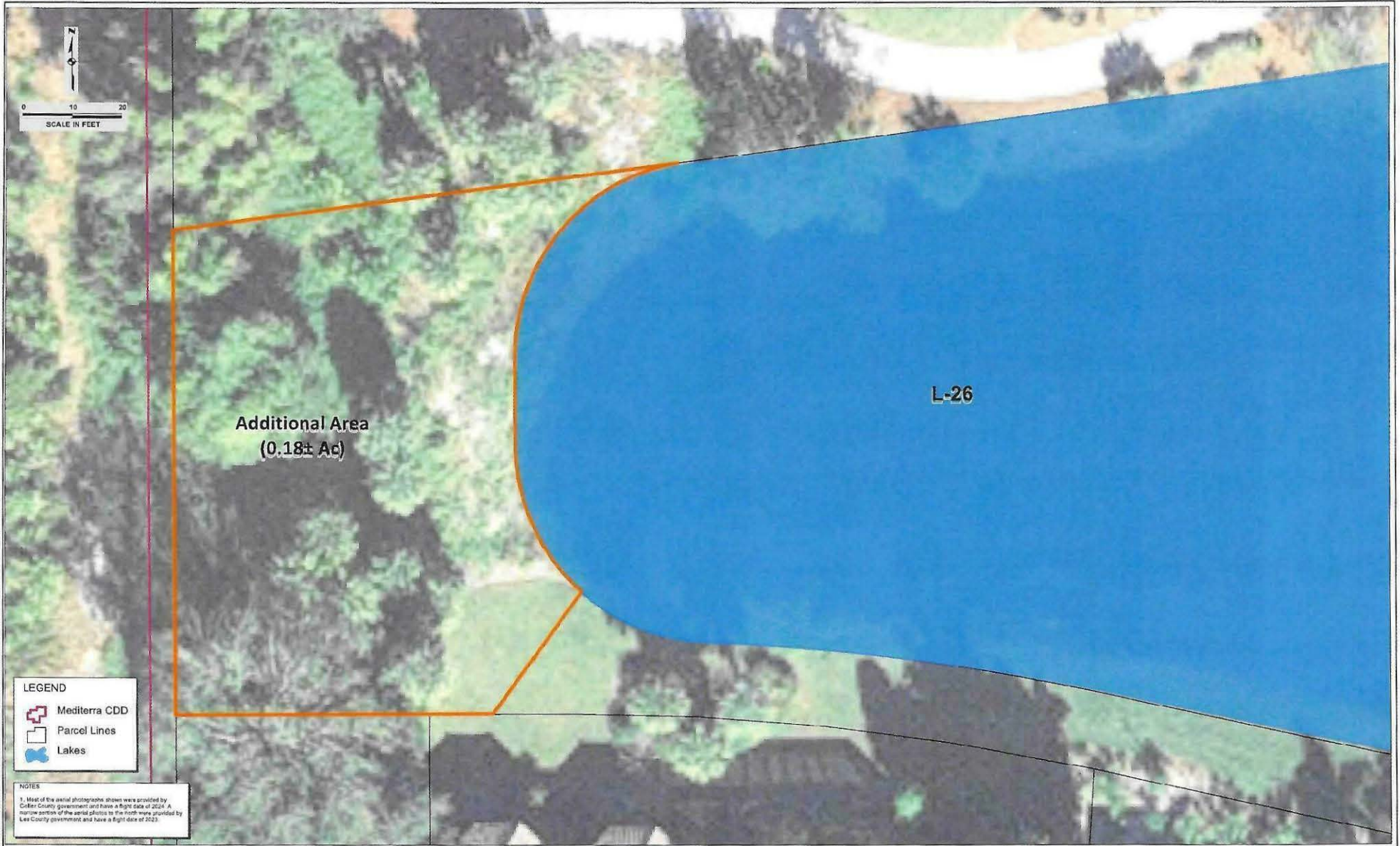
EXHIBIT B

MAINTENANCE AREA MAP



MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

7



LEGEND

- Meditterra CDD
- Parcel Lines
- Lakes

NOTES

1. Most of the aerial photographs shown were provided by Collier County government and have a flight date of 2024. A narrow portion of the aerial photos to the north were provided by Lee County government and have a flight date of 2023.

REVISIONS		

Mediterra Lee & Collier Counties, Florida	JOHNSON ENGINEERING — An Apex Company —	JOHNSON ENGINEERING LLC 2122 JOHNSON STREET FORT MYERS, FLORIDA 33901 PHONE (239) 334-0046 E.B. #642 & L.B. #642	Management Zones Additional Areas <table border="1"> <tr> <th>DRAWN</th> <th>PROJECT</th> <th>FILE NO.</th> <th>SCALE</th> <th>CHECK</th> </tr> <tr> <td>DATE 2025</td> <td>23072589-001</td> <td>---</td> <td>As Shown</td> <td>1</td> </tr> </table>	DRAWN	PROJECT	FILE NO.	SCALE	CHECK	DATE 2025	23072589-001	---	As Shown	1
DRAWN	PROJECT	FILE NO.	SCALE	CHECK									
DATE 2025	23072589-001	---	As Shown	1									

C:\Users\johnd\OneDrive\Documents\2025\07\25\25072589-001\25072589-001_MZ-Eng-Comm-MZ-Add-Areas.mxd

Collier County Property Appraiser Property Summary

Parcel ID 59966005103

Site Address
***Disclaimer**



Site City NAPLES

Site Zone
***Note** 34110

Name / Address
MEDITERRA SOUTH COMMUNITY
DEVELOPMENT DISTRICT
2300 GLADES RD #410W

City BOCA RATON

State FL

Zip 33431

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
3A11	485055GC-4 13A11	11	48	25	7.86

Legal MEDITERRA SOUTH GOLF COURSE PHASE FOUR TRACTS GC-4, 4A, 4B & 4C, LESS THOSE PORTIONS AS DESC WITHIN THE REFERENCED PARCELS "GOLF HOLE #2, 3, 4 & 5 SOUTH" AND "GOLF HOLE #16 SOUTH" AND "GOLF HOLE #13, 14 & 15 NORTH" AND "GOLF HOLE #16 NORTH" AND "GOLF HOLE 1, 9, 10, 17 & 18 NORTH, 1, 9, 10, 17 & 18 SOUTH, DRIVING RANGE" IN OR 4518 PGS 145-47 & 154-169, LESS THOSE PORTIONS AS DESC IN OR 4561 PGS 913-915 REFERENCED AS "PARCELS 1-4"

Millage Area 143

Millage Rates ***Calculations**

Sub./Condo	485055 - MEDITERRA SOUTH GC PHASE 4	School	Other	Total
Use Code 86 - COUNTIES INCLUDING NON-MUNICIPAL GOV.		4.3132	5.2568	9.57

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
10/05/10	<u>4612-2440</u>	\$ 0

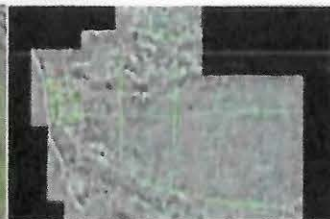
2024 Certified Tax Roll

(Subject to Change)

Land Value	\$ 100
(+) Improved Value	\$ 0
(-) Market Value	\$ 100
(-) Assessed Value	\$ 100
(-) School Taxable Value	\$ 0
(-) Taxable Value	\$ 0
Ad Valorem Taxes	\$ 0
(+) Non-Ad Valorem Taxes	\$ 0
(-) Total Taxes	\$ 0

Values are as of January 1st each year. If all values are 0, this parcel was created after the Final Tax Roll.

Disclaimer: The actual total property taxes may vary due to changes in millage rates set by taxing authorities, the addition of non-ad valorem assessments, and special assessments. For the most accurate and up-to-date tax information, please visit the Collier County Tax Collector's office to see the final Tax bills.



MAP LEGEND

Major Roads

Street Names

Parcels

Aerials 2025 Urban (UW)

Aerials 2025 Rural (1FT)

Collier County

Folio Number: 59966005103
Name: MEDITERRA SOUTH
COMMUNITY
Street# & Name:
Build# / Unit#: GC-4 / 1
Legal Description: MEDITERRA
SOUTH GOLF COURSE PHASE
FOUR TRACTS GC-4, 4A, 4B & 4C,
LESS THOSE PORTIONS AS DESC
WITHIN THE REFERENCED

Collier County Property Appraiser, Naples

0 100

2004. Collier County Property Appraiser. While the Collier County Property Appraiser is committed to providing the most accurate and up-to-date information, no warranties expressed or implied are provided for the data herein, its use, or its interpretation.

Mediterra CDD



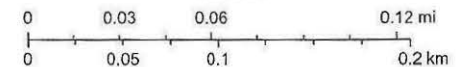
5/13/2025, 9:39:02 AM

- Mediterra CDD
- ROW Zones 1-9 (9.38± Ac)
- ROW Management Zones 10-25 (8.68± Ac)
- Upland (3.29± Ac)
- Wetland (5.39± Ac)

- Residential Management Zone (0' - 60')
- Area 3 (6.78± Ac)
- Conservation Areas
- Community Labels
- Lakes
- World Imagery

Low Resolution 15m Imagery
 High Resolution 60cm Imagery
 High Resolution 30cm Imagery
 Citations
 60cm Resolution Metadata

1:2,838



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, State of Florida, Maxar, Microsoft

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

8

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

8A



June 13, 2025

Mr. Shane Willis
Mediterra Operations Manager
c/o Wrathell, Hunt & Associates
9220 Bonita Beach Rd, Suite 214
Bonita Springs, FL 34135

Subject: Mediterra Lake Bank Field Visit
 Lakes: 16/25/33

Dear Mr. Willis,

On June 4, 2025, Chris Zimmerly from Johnson Engineering, LLC conducted a site visit to perform a lake bank observation of Lakes #16, 25, & 33. A brief description of the identified deficiencies for each lake and accompanying photos are shown below.

Lake 16 – Field inspection found a drop-off along the length of the eastern bank. The drop off is generally between 9” and 12”. It should be easy to remedy this drop-off if it is addressed soon.



Lake 25 – There are areas where the drop off from the grass to the high-water table is greater than 9” but generally less than 12”. If addressed soon this should be an easy fix.



Lake 33 – Minor drop-offs were only observed in a few locations. Of concern are areas where water from roof runs off is being directed through yard drains and needs to be protected to prevent erosion. There is an area on the southwestern bank of the lake where the grade is greater than 4:1 after the juncture of the grass and high-water line. Gullies have started to form and if not immediately addressed may erode very quickly.





Should you have any questions or comments regarding this submittal, please do not hesitate to contact me at (239) 334-0046.

Sincerely,

JOHNSON ENGINEERING, LLC.

A handwritten signature in blue ink that reads "Erik Howard". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Erik Howard, P.E

File: 20023589-001/ELH.jwg

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

8B



Wrathell, Hunt and Associates, LLC

TO: Mediterra CDD Board of Supervisors

FROM: Shane Willis – Operations Manager

SUBJECT: Consideration of Award of Contract – Lake Bank Restoration Lakes 16 & 43

DATE: November 19, 2025

Staff recently solicited a Request for Proposals (RFP) from seven contractors with three submitting bids with contract specifications provided by the District Engineer.

Proposal summaries:

<u>Company Name:</u>	<u>Estimates</u>	<u>Repair Recommended:</u>
• EMC Divers Lake 16 Lake 43	Total Cost: \$143,190.00 \$42,570.00 \$100,620.00	Geotube Installation
• MRI Lake 16 Lake 43	Total Cost: \$53,887.00 \$17,989.00 \$35,898.00	Grading & Sloping
• EMS Lake 16 Lake 43	Total Cost: \$205,380.18 \$59,024.00 \$150,356.18	Eco-Sox Living Shoreline

EMC Divers has been in business since August of 2006 and are state licensed in Florida and Louisiana. They specialize in geotube installation, dredging work and commercial diving services – U/W Video, Inspections, concrete repairs, crack injection, welding, burning and general underwater construction services. Fully Qualified to execute this project

MRI has over 30 years of expertise in the underground construction, erosion control, & shoreline restoration. Additional services also include: U/W Video, Inspections, concrete repairs, crack injection, welding, burning and general underwater construction services Fully Qualified to execute this project.

Estate Management Services have been in business for over 30 years in the states of Florida, Alabama, South Carolina and Georgia. They have decades of experience in erosion control, shoreline restoration, stormwater management, pond dredging & fisheries management. Fully qualified to execute this project.



EMC Divers Inc.
1248 Turnbull Bay Road
New Smyrna Beach, FL 32168
(ph) 386-402-8756 or 386-427-3396 (fax)
www.emcdivers.com
FL CGC#1517529
LA Lic#66672

Proposal #2537
Pages – 3

October 31st, 2025

Submitted To:
Mediterra CDD
9220 Bonita Beach Rd. Suite 214
Bonita Springs, FL 34135

EMC Divers, Inc. (EMC) is pleased to provide this proposal to the Mediterra CDD.

EMC will install the required geo tubes, cocomat and sod at the below unit prices and will complete the work as prioritized by the Mediterra CDD. Geo Tubes will be installed along the lake bank to repair current erosion, prevent future erosion and to build a safe stable shoreline. A 12.5' base Geo Tube will be pumped to a max 12" high bull nose per South Florida water Management regulation. A 2nd 7.5' Geo Tube will then be pumped against the remaining eroded area for additional stabilization purposes. A 3rd 7.5' Geo Tube will be pumped and utilized as back fill to provide a perfect 4-1 slope to the waters edge. Once grading is complete coco mat and sod will be installed.

Jeff Landers will be the designated project manager. Jeff has been with EMC Divers since 2006 and holds a Florida State General Contractors License (CGC1517529). Jeff has 21 years experience in erosion control type projects.

Estimated total project timeline is 8-10 weeks – EMC can begin the project within 30 days of executing contract.

Warranty – A 20 year installation warranty is provided for the above described Geo Tube installation, provided that the geo tubes have proper sod installed and the sod is maintained after installation. Any act caused by nature such as hurricanes, Tornadoes, extreme weather etc. causing damage is not covered under warranty. Physical damage to the geo tubes caused by man or equipment is not covered under warranty.

- Page 2 Continued

Below prices are based on lake bank measurements provided by others. All unit prices prevail upon completion of the project for all materials.

Lake #16:

Estimated Lump Sum for Geo Tubes, Coco Mat & Sod - \$42,570.00

Lake #43:

Estimated Lump Sum for Geo Tubes, Coco Mat & Sod - \$100,620.00

Unit Prices:

\$35.00 per linear foot of geo tube installed – Includes woven, non-woven and multiple size geo tubes including 12.5' & 7.5' geo filter tubes. Includes permanent geo tubes and sacrificial geo tubes for fill and grading purposes.

\$4.00 per linear foot of Coco Mat installed & pinned

\$2.00 per sq/ft Floratam Sod installed and pinned – Includes sod staples on the bullnose of the geo tube and wheel barrow installation of sod. Sod will not sit on pallets longer than 48 hours prior to installation.

Terms -

- 30% deposit is due prior to mobilization.
- Final payment due upon completion.
- Not responsible for any required survey, as-built costs or related expenses.
- Not responsible for weather or storm damage to the project while the project is underway.
- Not responsible for sod or watering after installation.
- Unit prices prevail upon completion.
- EMC proposal to be signed and attached to contract.
- Littoral plantings not included.

- Page 3 Continued

Signature and Approval:

The above unit prices, payment terms, specifications and conditions are satisfactory and are hereby accepted. You are authorized to begin the work as specified. Payments will be made as outlined above.

Owner (signature)

Company:

Printed Name_____

Date Signed_____

Contractor (signature)

Company: EMC Divers, Inc.

Printed Name_____

Date Signed_____



M.R.I. Construction, Inc.



17891 Wetstone Rd.
N. Fort Myers, Fl. 33917
239-984-5241 Office
239-707-5034 cell
239-236-1234 fax
Certified General Contractors- CGC 1507963

RE: Mediterra CDD Lake 16 and Lake 43 Lake Bank Restoration

Project Manager for weekly updates and meetings will be as follows:

Name: Rodney Yarnell , Experience : 40 years of experience in underground construction, lake bank restoration.

Timeline of project 3 months and start date within 2 weeks of award

Detail of any warranty: 1 year for any major erosion

3 references similar size & scope projects past 6 months

Gateway, Chelsea O'Riley, 239-561-1313, 3960 lineal feet

Spanish Wells, Rick Brylanski 239-994-6838, size of job 818 Lineal feet

Cross Creek, Rick Brylanski 239 -994-6838, size of job 15517 lineal feet



M.R.I Construction Inc.

5570 Zip Dr.
Fort Myers, FL. 33905
239-984-5241 Office
239-236-1234 Fax
mriunderground@gmail.com

CGC -1507963

Date

Proposal #

10/30/2025

588

Customer

MEDITERRA CDD
C/O Wrathell, Hunt & Associates LLC
9220 BONITA BEACH RD. STE 214
BONITA SPRINGS, FL. 34135

Scope of Work

LAKE BANK RESTORATION

Proposal

Description	Cost
Lake 16	17989.00

Scope of Work:

Provide all labor, materials, and equipment necessary to perform 330 linear feet {\$54.512 pr. linear ft} of lake bank restoration. Work will include:

Grading and preparation of the lake bank for stabilization.

Installation of coco mat erosion control fabric along the restored slope installed with 12 inch stakes.

Placement and installation of Floratam sod over the prepared surface to establish vegetation and stabilize the area.

1-{One} Year warranty provided on any major erosion

Irrigation heads within 5 ft of the control elevation shall be flagged prior to project start date.

Work hours are Monday - Friday 7:30AM to 5:30 PM

All Team members will be identified with company branded shirts.

Pricing Contingent on adequate access to lake.

Exclusions:

This proposal excludes any irrigation, permitting, or additional landscaping not specifically stated above.

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

Total Cost: \$53,887.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. We will not be responsible for any unforeseen incidents when we dewater any System due to unforeseen Things. Also if we incur in cap rock or heavy digging that could not be seen prior to excavating. This proposal does not include replacing any landscaping (grass, trees, shrubs, etc.) unless otherwise noted. All jobsites will be left clean.

In the event any legal action, arbitration, or other proceeding is initiated to collect payment or enforce any provision of this agreement, the customer agrees to pay all costs of collection, including but not limited to attorney's fees, court costs and any other expenses incurred by the company in connection with such action.

ALL INVOICES ARE DUE WITHIN 30 DAYS IF NOT THERE IS A 10% LATE FEE ADDED TO ALL INVOICES

Authorized Signature

Mike Radford President

Signature

Printed Name

Date of Acceptance



M.R.I Construction Inc.

5570 Zip Dr.
Fort Myers, FL. 33905
239-984-5241 Office
239-236-1234 Fax
mriunderground@gmail.com

Date

Proposal #

10/30/2025

588

Customer

CGC -1507963

Scope of Work

LAKE BANK RESTORATION

MEDITERRA CDD
C/O Wrathell, Hunt & Associates LLC
9220 BONITA BEACH RD. STE 214
BONITA SPRINGS, FL. 34135

Proposal

Description	Cost
Lake 43: Scope of Work: Provide all labor, materials, and equipment necessary to perform 780 {\$46.023 pr. linear ft} lineal feet of lake bank restoration. Work will include: Grading and preparation of the lake bank for stabilization. Installation of coco mat erosion control fabric along the restored slope installed with 12 inch stakes. Placement and installation of Floratam sod over the prepared surface to establish vegetation and stabilize the area. 1-{One} Year warranty provided on any major erosion Irrigation heads within 5 ft of the control elevation shall be flagged prior to project start date. Work hours are Monday - Friday 7:30AM to 5:30 PM All Team members will be identified with company branded shirts. Pricing Contingent on adequate access to lake	35898.00

Exclusions:

This proposal excludes any irrigation, permitting, or additional landscaping not specifically stated above.

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

Total Cost:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. We will not be responsible for any unforeseen incidents when we dewater any System due to unforeseen Things. Also if we incur in cap rock or heavy digging that could not be seen prior to excavating. This proposal does not include replacing any landscaping (grass, trees, shrubs, etc.) unless otherwise noted. All jobsites will be left clean.

In the event any legal action, arbitration, or other proceeding is initiated to collect payment or enforce any provision of this agreement, the customer agrees to pay all costs of collection, including but not limited to attorney's fees, court costs and any other expenses incurred by the company in connection with such action.

ALL INVOICES ARE DUE WITHIN 30 DAYS IF NOT THERE IS A 10% LATE FEE ADDED TO ALL INVOICES

Authorized Signature

Mike Radford President

Signature

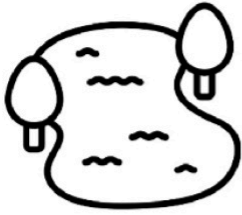
Printed Name

Date of Acceptance



ESTATE MANAGEMENT SERVICES

Our Capabilities



Lake and Pond Management

EMS manages over 1mm acres of aquatic habitats across 11 states. Our 30 years' experience, highly trained staff, deep technical expertise, and wide array of capabilities, along with our long-standing relationships, set us apart in the aquatics industry.



Natural Areas Management

With our certified Natural Areas applicators and fleet of airboats equipped Raven Precision Guides application equipment, EMS oversees large lake and natural resource management programs for countless government agencies and utility clientele. Services include: algae and aquatic weed control; water testing and restoration, lake mapping, shoreline erosion management, and fish stocking and management.



Dredging & Bathymetric Mapping

Our experienced consulting team performs bathymetric surveys and analysis internally, providing multiple layers of data to ensure your ecosystems are healthy and in compliance. EMS boasts 6 hydraulic dredges with trained crews, along with certified equipment operators and long reach excavation equipment to perform mechanical dredging when needed.



Environmental Consulting

Our in-house consulting team performs a range of services, including wetlands consulting, permitting, environmental assessments, wildlife studies and water quality testing and analysis. In addition, all services provided by EMS are environmentally conscious. As stewards of the planet, our commitment is to protect every aquatic ecosystem we care for.



November 04, 2025

Dear Shane,

Thank you for the opportunity to submit the attached proposal for restoration of the shoreline at Mediterra CDD, utilizing a SOX living shoreline system. Please review the below proposal and feel free to contact us should you have any questions at all.

Scope of Work

Pond 16

- Access pond via Corso Mediterra Circle, directly West of work location. Remove scrub brush and small trees to create access for material and equipment. Use of easements will result in damage to landscaping.
- Prep shoreline and littoral shelf for SOX system.
- Install approximately 330 linear feet of SOX living shoreline system at work location.
- Lay Floratam sod over SOX shoreline. Coco mat not required for sodding over SOX system, example projects available upon request.
- Perform pre- and post-dredge bathymetric survey and deliver report to client.

Pond 43

- Access via easements is not viable. Site to be accessed via golf cart boardwalk (11' width), including all materials, equipment and amphibious Truxor dredge unit.
- Prep shoreline and littoral shelf for SOX system.
- Install approximately 330 linear feet of SOX living shoreline system at work location.
- Lay Floratam sod over SOX shoreline. Coco mat not required for sodding over SOX system, example projects available upon request.
- Perform pre- and post-dredge bathymetric survey and deliver report to client.

References

Jackie Kelm

HOA Board Member
Isles at Rivertowne
jkelm@appreciativeliving.com

Rick Orsi

General Manager
Mariner Sands Golf Club
rorsi@marinersands.com

Marvin Montgomery

Director of Stormwater
City of Orlando
marvin.montgomery@cityoforlando.net

Winslow Wheeler

Director, Grounds and Maintenance
St. Johns CDD
wwheeler@vestapropertyservices.com

LAKE 16



EASEMENT LOCATIONS. ALL WORK
WILL BE DONE UTILIZING DISTRICT
EASEMENTS



START AND END POINT FOR
RESTORATION WORK,
APPROXIMATELY 330 LINEAR FT

LAKE 43



EASEMENT LOCATIONS. ALL WORK
WILL BE DONE UTILIZING DISTRICT
EASEMENTS

START AND END POINT FOR
RESTORATION WORK,
APPROXIMATELY 780 LINEAR FT

LAKE 43



DUE TO LIMITED ACCESS, THE DISTRICT IS REQUIRING A SOLUTION FOR THIS LAKE USING A DREDGE TO RECOVER LOST MATERIAL IN THE LAKE. THE GOLF COURSE BOARDWALK WILL SUPPORT THE DEPLOYMENT OF A DREDGE TO THE SOUTHWEST SIDE OF THE LAKE.

Isles at Rivertowne

Before

After



Lake 16	Price	Qty	Subtotal
Sox Technical Mesh - 330' of 6' width Sox shoreline technical mesh - Rope for securing mesh to anchors	\$36	330	\$11,880
Anchors - Custom steel anchors to secure Sox system, placed in accordance with engineering requirements.	\$75	355	\$26,625
☐ Dredge Cost (Optional) - Includes mobilization and equipment cost for utilizing dredged material to fill Sox systems.	\$7,500	1	\$7,500
Sod - Cost to overlay entire SOX system with Floratam sod. - Coco mats not required for SOX system. - Stake sod w/ 12" stakes. - Sod to be delivered laid in same day or within 48 hours of delivery.	\$1,850	1	\$1,850
Labor and General Conditions - Includes trained crew and OSHA 30 hour certified project manager.	\$18,669	1	\$18,669
TOTAL			\$59,024

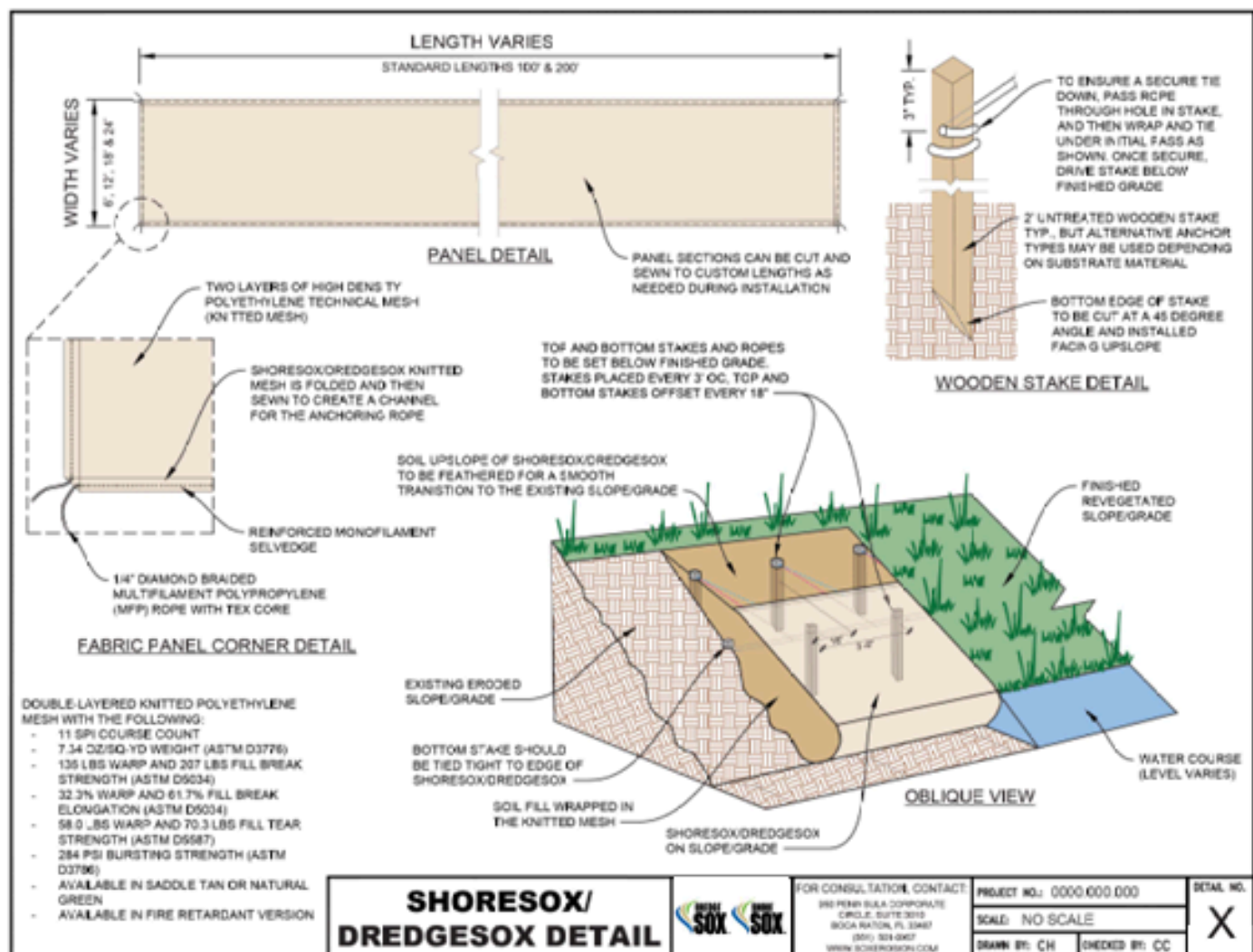
Notes

- Assumes site access per notes above.

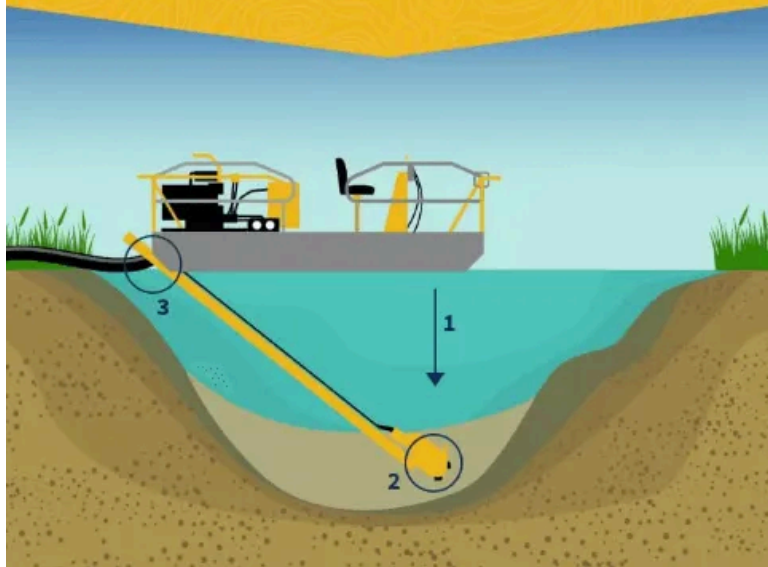
Lake 43	Price	Qty	Subtotal
Sox Technical Mesh - 780' of 6' width Sox shoreline technical mesh - Rope for securing mesh to anchors	\$36	780	\$28,080
Anchors - Custom steel anchors to secure Sox system, placed in accordance with engineering requirements.	\$75	838	\$62,850
☒ Dredge Cost (Optional) - Includes mobilization and equipment cost for utilizing dredged material to fill Sox systems. - External supplemental fill to be used at contractor discretion.	\$17,500	1	\$17,500
Sod - Cost to overlay entire SOX system with Floratam sod. - Coco mats not required for SOX system. - Stake sod w/ 12" stakes. - Sod to be delivered laid in same day or within 48 hours of delivery.	\$4,372	1	\$4,372
Labor and General Conditions - Includes trained crew and OSHA 30 hour certified project manager.	\$33,554.18	1	\$33,554.18
TOTAL			\$146,356.18

Notes

- Assumes site access per notes above.



HOW DOES DREDGING WORK?



1 The operator of the dredge **lowers the boom** to the bottom of the body of water.

2 A rotating cutter-bar then uses teeth to **loosen** the settled material, as the submersible pump **removes** the sediment from the bottom of the waterway.

3 The silt and debris are **transported away** for final processing.



Dino 6 Hydraulic Dredge

Length - 22'

Elevator Depth - 13'

Pump Capacity - 1,500 GPM (max)

Mobility - Cable Guided or Dual Outboard

Cut Width - 5.5'



Truxor T50 Hydraulic Dredge

Length - 16.5'

Elevator Depth - 8'

Pump Capacity - 572 GPM (max)

Mobility - Dual Track, Amphibious

Cut Width - 2.75'



TERMS AND CONDITIONS

This contract, dated as of Not yet accepted, is made by and between Mediterra CDD ("Customer") and Environmental Management Acquisition LLC., ("Contractor") of Brunswick, GA. The Customer and Contractor are collectively referred to herein as "Parties and each a "Party".

The Parties intend that an independent contractor relationship will be created by this contract. The Contractor has the ability and means to provide certain shoreline restoration services. The Customer wishes to retain the Contractor for said services and the Contractor is willing to perform such services under the terms and conditions set forth in this contractual agreement.

The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Work (as hereinafter defined) by Contractor shall be under its own control, Customer being interested only in the results thereof. The Contractor shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Work. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Work. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither party shall have authority to contract for or bind the other Party in any manner whatsoever.

In consideration of the agreements set forth in this document, the Contractor and Customer agree that the Contractor, subcontractors and employees of the Contractor are not to be considered an agent or employee of the Customer for any purpose.

In consideration of the mutual agreements set forth in this contract, the Contractor and Customer hereby acknowledge and agree as follows:

SECTION 1: SERVICES; SCOPE OF WORK; PROJECT PRICE

1.1 The Contractor shall provide to the Customer the services of shoreline restoration (the "**Work**") located in and around the location described in the proposal (the "**Project Site**"), which said proposal is attached hereto and its terms are incorporated herein by reference (the "Proposal").

1.2 The "Contract Documents" consist of the following: this contract, the Proposal, a location map showing the shoreline area, and all change orders or modifications agreed to, dated and signed by both Parties.

1.3 The Contract Documents and any further commitments or obligations stated hereinafter, represent the entire agreement of both Parties, and superseded any prior oral or written agreements.

1.4 The "Work" shall generally consist of installing Sox erosion control systems, unless otherwise outlined in the Scope of Work, in a specific area at the Project Site as described in the Proposal (the "Scope of Work").

1.5 The total cost of the Work will be as set forth on the Proposal.

1.6 The Contractor shall not be held responsible for any issues, costs, or expenses caused by water adjustments, rain, weather, or any other conditions outside the control of the Contractor, occurring any time before, during or after the Work is completed. The Work only includes what is outlined in the Scope of Work, completed specifically at the Project Site.

SECTION 2: TERMS OF PAYMENT

2.1 In consideration of the provision of the Work by the Contractor and the rights granted to Customer under this Agreement, Customer shall pay the price agreed upon by the Contractor and Customer and identified in the Proposal (the "Contract Price") to Contractor for the Work. Payment to Contractor of the Contract Price shall constitute payment in full for the performance of the Work.

2.2 The Contract Price shall be paid in four equal installments, as follows: (i) twenty-five percent (25%) non-refundable deposit of the Contract Price due upon execution of this Agreement; (ii) twenty-five percent (25%) non-refundable payment of the Contract Price due upon the arrival of Contractor to the Project Site; (iii) twenty-five percent (25%) payment of the Contract Price due upon substantial completion of the Work; and (iv) the remaining twenty-five percent of the Contract Price (25%) due upon final completion of the Work. Installment payments will be payable within ten (10) days of receipt of an invoice by the Customer from the Contractor but in no event more than fifteen (15) days after the final completion of the Work performed pursuant to this Agreement.

2.3 All late payments shall bear interest at the rate of 8% or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Contractor for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Contractor does not waive by the exercise of any rights hereunder), Contractor shall be entitled to suspend the provision of any Work if the Customer fails to pay any installments of the Contract Price when due hereunder and such failure continues for five (5) days following written notice thereof. In the event Contractor resumes the Work following receipt of the installment payment owed, Contractor shall be entitled to an increase in the Contract Price equal to any remobilization costs incurred by Contractor when resuming the Work. Such remobilization shall be included in a Change Order (as defined in Section 9) and paid by Customer unless otherwise agreed to in writing.

SECTION 3: MECHANIC'S LIENS

3.1 Contractor shall provide the Customer a RELEASE OF LIENS signed by all contractors and subcontractors, upon request and prior to any interim or final payment, or may, at the option of the Customer, be required to either discharge or bond off any such Mechanic's Liens within thirty (30) days after filing all at the Contractor's sole cost, risk, and expense. Notwithstanding the foregoing, Contractor shall not be obligated to discharge any mechanic's liens filed against the project should the Customer fail to make any payments as due under the terms of this Agreement.

3.2 In the event payment for the Work is not received from Customer, Contractor shall have the right to file a lien on the property where the Work is performed in accordance with the laws of the state where the property is located.

SECTION 4: PERFORMANCE OF WORK

4.1 Contractor will diligently pursue and substantially complete the Work within a reasonable time. Contractor shall not be obligated to provide or compensate for any accommodations or costs to Customer or any other damages as a result of construction or other delays. Further, any such delays shall not serve to cancel, amend, or diminish any of the Customer's obligations under this Agreement.

4.2 For each workday that adverse weather prevents work on the project after commencement of the Work by Contractor, that number of days shall be added to the end completion of the project to determine any breach of this provision. If at any time or for any reason the Contractor's Work is affected or delayed by causes or events beyond the Contractor's control and without fault or negligence of the Contractor, the work time shall be extended by the same amount of time as was caused by the delay and the Contractor will not be liable for any damages relating to any such extension. Delaying events may include: (i) the Customer's requested changes; (ii) inclement weather conditions (storms, lightening, floods, fires, earthquakes, hurricanes, tornadoes, explosions or other natural disasters); (iii) war, invasion, hostilities, terrorist threats or acts, riots or other civil unrest; (iv) federal, state or local governmental authority, proclamations, orders, laws, actions or requests; (v) embargoes or blockades; (vi) epidemics, pandemics, biological or chemical contamination, or other national or regional public health or other emergencies; (vii) strikes, labor disputes, labor stoppages or slowdowns, or other industry disturbances; (viii) material shortages of supplies, adequate power, or transportation facilities; (ix) any governmental enactment that prohibits or materially interferes with the Scope of Work; and/or (x) other events beyond the control of Contractor.

4.3 The Work to be performed by Contractor shall be completed during normal business hours (7:00 a.m. to 5:30 p.m.) Monday through Saturday. Scheduling will be at the sole discretion of the Contractor.

4.4 The Work described in the Contract Documents to be performed by Contractor shall consist of all materials, labor, mobilization expenses, equipment, supplies and services required by this Contract. All Work shall be performed in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

4.5 Contractor will use its best efforts to preserve the landscaping in and around the Project Site. Customer acknowledges and understands that Contractor uses heavy machinery, and that such machinery may cause underlying damage to paved and other prepared surfaces. Contractor shall not be liable for any weight-related damage caused to any driveways, landscaping, and other ground structures.

4.6 The Project Site and surrounding areas will be left in a neat and attractive manner at the conclusion of the Work.

4.7 Contractor represents to the Customer that all materials and equipment required to complete the Work will be of good quality and free from defects.

SECTION 5: NOTICES; CUSTOMER OBLIGATIONS/AUTHORITY TO BIND

5.1 Customer shall cooperate with Contractor in its performance of the Work and provide access to the Project Site and such other areas as required to enable Contractor to provide the Work.

5.2 Customer contact (person of authority) shall respond promptly to any reasonable requests from Contractor for instructions, information, or approvals required by Contractor to provide the Work.

5.3 Customer shall obtain, at its own cost, all necessary permits, licenses, bonds, consents or other authorizations required by any governing authority prior to the commencement of the Work, and in all cases before the Work is to start.

5.4 Customer shall take all steps necessary to prevent Customer caused delays in Contractor's provision of the Work.

5.5 The Customer has designated Client Name to serve as its primary contact with respect to this contract and to act as its authorized representative with respect to matters pertaining to this contract with full authority to bind Customer with respect to all matters requiring Customer's approval or authorization. In the event that the designated authority changes, the Customer agrees that the new authority delegated assumes all responsibilities and legalities pertaining to this contract.

5.6 All notices, requests, consents, claims, demands, waivers, and other communications shall be in writing and deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below:

Notice to Customer: Attention: Person of Authority

Address:

Email:

Notice to Contractor: Environmental Management Acquisition LLC (DBA Estate Management Services)
Attention: Tim Woodland

305 Indigo Drive
Brunswick, GA 31525
Email: tim.woodland@ponds.org

SECTION 6: REPRESENTATION OF CONTRACTOR

6.1 Contractor represents that it is an independent contractor and is not an agent, partner, joint venture, or employee of the Customer. Contractor shall have no authority to bind or otherwise obligate the Customer in any manner. Contractor further represents that Contractor is properly licensed to perform the Work as required by the laws of the state where the property is located and is otherwise fully qualified to perform such Work.

6.2 Contractor has visited the site and has become generally familiar with local conditions under which the Work is to be performed.

6.2.1 If conditions are encountered at the site which are subsurface or otherwise concealed physical conditions, or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist and are generally recognized as inherent in construction activities, the Customer will promptly investigate such conditions. If they differ materially and cause an increase or decrease in the Contract Price or time required for performance under this contract, then Customer is responsible for any and all expenses and increased costs incurred by Contractor due to unusual or unanticipated conditions, environmental hazards, concealed damage, and/or existing defects on or at the Project Site, which Contractor discovers during the course of the Work.

6.2.2 Both Parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions, and licenses. Therefore, unless the scope of this contract includes the specific handling, disturbance, removal or transportation of hazardous materials the Contractor shall notify the Customer immediately and the Customer shall contract with properly licensed and qualified hazardous material contractor. Any such work shall be treated as a Change Order resulting in additional costs and time considerations.

6.3 Contractor will supervise the Work to be performed and shall direct such Work using Contractor's best skill and attention.

6.4 Contractor shall perform the Work in accordance with all applicable statutes, ordinances, codes, rules, and regulations. If the Contractor performs the Work knowing any part thereof to be contrary to applicable statutes, ordinances, codes, rules, and regulations, Contractor shall assume appropriate responsibility for the Work and shall bear the costs attributable to correction.

6.5 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and program in connection with the performance of the Work.

SECTION 7: INSURANCE

7.1 During the Term of this Agreement, Contractor shall at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to as follows:

- (a) Commercial general liability in the minimum amount \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
- (b) Business Auto Liability coverage in the amount of at least \$1,000,000.00 per accident and a combined single limit (bodily injury and property damage) of \$1,000,000.00.
- (c) Worker's Compensation insurance in the amounts prescribed by law.
- (d) Statutory: Amounts and coverage as required by any and all other applicable federal, state, maritime, or other laws.

7.2 A Certificate of Insurance naming the Customer and its management company as a secondary insured or additional insured is to be provided prior to the commencement of Work.

SECTION 8: UTILITIES; SITE

8.1 Prior to the start of Work, Contractor will contact the local utility locating service to mark any utility lines in or near the area of construction. The Customer makes no representations as to the location or presence of any utility lines. Contractor shall not be liable for any damages resulting from the utility locating service's failure to locate and/or properly mark lines.

8.2 Contractor shall maintain reasonable safeguards for safety and protection of owners and users of adjacent areas, including posting warning signs as may be necessary. Contractor shall keep premises and surrounding area free from accumulation of waste materials or rubbish caused by operations of Contractor. Upon completion of the Work, Contractor shall remove waste materials, rubbish, tools, equipment, machinery, and surplus materials from the site.

SECTION 9: AMENDMENTS/WAIVER/ASSIGNMENTS/CHANGE ORDERS

9.1 No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

9.2 No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

9.3 Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without written consent of Contractor. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Contractor may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Contractor's assets without Customer's consent.

9.4 If either Party wishes to change the scope or performance of the Work, or if a change in the Work, Contract Price, and/or Contract Time is required under the terms of this Agreement, the Party requesting the change shall submit details of the requested change to the other Party in writing. All change orders must specify changes in the Contract Price, additional time considerations, approximate dates when the work will begin and be completed, a legal description of where the new work will be performed, and any other terms that form a part of the change order. Once such change order has been approved in writing by both Parties, it shall become a part of this Agreement and governed by the terms contained herein.

SECTION 10: TERMINATION; STOP WORK

10.1 This Agreement may be terminated by either Party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms herein. Such termination shall not be effective if that substantial failure has been remedied before expiration of the thirty (30) day period specified in written notice. In the event of termination, Contractor shall be paid for Work performed only through the termination date and shall not be entitled to receive the entirety of the Contract Price; provided, however, Contractor shall not be required to return any nonrefundable payments.

10.2 Contractor may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder and such failure continues for five (5) days after Customer's receipt of written notice of nonpayment. In the event the Agreement is terminated as a result of Customer's failure to pay any amount of the Contract Price due, Customer shall pay Contractor: all amounts of the Contract Price then due based on the Work completed as of the termination date, all demobilization costs and expenses incurred by Contractor, and any profit Contractor would have earned under this Agreement absent Customer's default.

10.3 If Contractor fails to correct any Work that is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Customer may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. Notwithstanding anything herein to the contrary, said written order may be delivered to Contractor by any means, including hand delivery, regular mail, certified mail, or e-mail and shall be deemed effective upon receipt.

SECTION 11: INDEMNIFICATION; LIMITATION OF LIABILITY; WAIVER

SECTION 11: INDEMNIFICATION; LIMITATION OF LIABILITY; WAIVER

11.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Customer and its officers, directors, managers, members, agents, representatives, and employees from and against any and all claims, suits, judgments, damages, causes of actions of any kind of nature, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from, in whole or in part, Contractor's negligent performance of the Work or willful misconduct, or the negligent performance or willful misconduct of Contractor's subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors. .

11.2 Customer agrees to indemnify, hold harmless and defend Contractor and its shareholders, directors, managers, officers, employees, subcontractors, and agents from and against any action, claim, demand, loss, damage, liability or expenses, including attorneys' fees and costs, arising from or relating to: (i) Customer's breach of this Agreement; (ii) the negligence, gross negligence, recklessness, willful misconduct or intentional act or omission of Customer or any of its representatives; (iii) the course of the Work; and/or (iv) any contracts with third party vendors or service providers entered into by Customer. Customer agrees that Contractor shall have the right to participate in and control the defense of any such claim through counsel of its own choosing.

11.3 Contractor shall bear all responsibility for any equipment owned or rented by Contractor or any subcontractor, or for any material to be used by Contractor or any subcontractor in performance of the Work, until such material is installed and accepted by the Customer.

11.4 Notwithstanding anything contained herein to the contrary, in no event shall Contractor's liability (for indemnification or otherwise) exceed the total Contract Price actually paid to Contractor for the Work hereunder.

11.5 LIMITATION OF LIABILITY; WAIVER: In no event shall Contractor be liable to Customer or to any third party for any loss of use, revenue, or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not any party has been advised of the possibility of such damages. Customer understands and agrees that the structural condition of the property is unknown and Contractor shall not be liable for any structural damages to the property, whether such damages are discovered prior to, during, or after completion of the Work.

SECTION 12: ENTIRE AGREEMENT: This contract, including and together with the Proposal, any related statements of Work, Change Orders, exhibits, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements and representations both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this contract and the terms and conditions of any statement of Work, Change Orders, exhibits, schedules, attachments, and appendices, the terms and conditions of this contract shall supersede and control.

SECTION 13: SEVERABILITY: it is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is adjudged by the Court to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain that particular part, term or provision held to be invalid.

SECTION 14: CHOICE OF LAW: This Agreement and all of its provisions, exhibits and attachments will be governed by and construed, interpreted and enforced in accordance with the laws of the State of South Carolina, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of South Carolina.

SECTION 15: COUNTERPARTS; ELECTRONIC SIGNATURES: This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. For purposes of this contract, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

SECTION 16: CHOICE OF FORUM: Any dispute arising from or related to this Agreement shall be filed in a court having jurisdiction over persons and subject matter and sitting in Charleston County, South Carolina, without limiting Contractor's right to file a lien or lawsuit in the county where the property is located in Contractor's sole discretion. The Parties hereby consent to personal jurisdiction and venue in Charleston County, South Carolina for any dispute arising out of or related to this Contract. In the event of any legal action brought by either Party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the Parties agree that the prevailing Party shall recover such reasonable amount for fees, costs, and expenses, including attorneys' fees as may be set by a Court. The provisions of this Section 16 shall survive any termination or expiration of this Contract.

SECTION 17: FORCE MAJEURE: Notwithstanding anything in this contract to the contrary, Contractor shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this contract to be performed by it if any failure of its performance shall be due to any Act of God, fire, natural disaster, accident, act of government, terrorism, war, strikes or other labor disturbances, shortages of material, supplies or utilities, or any other cause whatsoever (including failure of Customer to supply necessary data or instructions) beyond the reasonable control of Contractor, and the time for performance by Contractor shall be extended by the period of delay resulting from or due to any of said causes.

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SIGNATURE PAGE TO FOLLOW

Shane Willis, Operations Manager
Name and Title

 **SIGNATURE**
Shane Willis

Signature

Not yet accepted
Date

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

8C



M.R.I Construction Inc.

5570 Zip Dr.
Fort Myers, FL. 33905
239-984-5241 Office
239-236-1234 Fax
mriunderground@gmail.com

CGC -1507963

Date

Proposal #

11/13/2025

594

Customer

MEDITERRA CDD
C/O Wrathell, Hunt & Associates LLC
9220 BONITA BEACH RD. STE 214
BONITA SPRINGS, FL. 34135

Proposal

Scope of Work

#22

Description	Cost
Lake #22 minimal remediation on washed out areas caused by Pool runoff and water control issues. reslope and grade all the areas where washouts occurred and bring in fill dirt Labor and equipment to complete this job is included. Note: This does not include any sod work or landscaping.	5,000.00

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

Total Cost: \$5,000.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. We will not be responsible for any unforeseen incidents when we dewater any System due to unforeseen Things. Also if we incur in cap rock or heavy digging that could not be seen prior to excavating. This proposal does not include replacing any landscaping (grass, trees, shrubs, etc.) unless otherwise noted. All jobsites will be left clean.

In the event any legal action, arbitration, or other proceeding is initiated to collect payment or enforce any provision of this agreement, the customer agrees to pay all costs of collection, including but not limited to attorney's fees, court costs and any other expenses incurred by the company in connection with such action.

ALL INVOICES ARE DUE WITHIN 30 DAYS IF NOT THERE IS A 10% LATE FEE ADDED TO ALL INVOICES

Authorized Signature

Mike Radford President

Signature

Printed Name

Date of Acceptance

M.R.I Construction Inc. Utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledge all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.







MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

9

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

9A

SUPERIOR WATERWAY SERVICES, INC.



Estimated monthly electric cost for lake aeration. Cost as based on lake 75, this lake has one 1/2hp compressor. Each meter has a base charge of \$12.87 I split that cost between the CDD and the CA

Mediterra CDD estimated electric cost

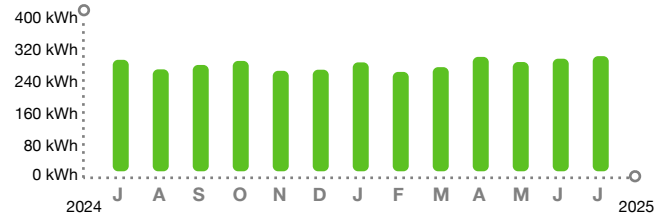
Lake #	# of compressors	Cost per compressor	Total	1/2 FP&L base rate	Total estimated monthly cost
33 & 58	1.5	\$40.07	\$60.11	\$6.44	\$66.55
34	1	\$40.07	\$40.07	\$6.44	\$46.51
35	1	\$40.07	\$40.07	\$6.44	\$46.51
36 & 37	2	\$40.07	\$80.14	\$6.44	\$86.58
41,45,46,47	4	\$40.07	\$160.28	\$6.44	\$166.72
14,49,59,62	6	\$40.07	\$240.42	\$6.44	\$246.86
53,63,64,65	4	\$40.07	\$160.28	\$6.44	\$166.72
52	6	\$40.07	\$240.42	\$6.44	\$246.86
					\$1,073.31

**Electric Bill Statement****For:** Jun 21, 2025 to Jul 22, 2025 (31 days)**Statement Date:** Jul 22, 2025**Account Number:** 55194-62161**Service Address:**16898 CAMINETTO CT # LAKE 75
NAPLES, FL 34110**MEDITERRA SOUTH COMMUNITY DEVELOPMENT DISTRICT,**
Here's what you owe for this billing period.**CURRENT BILL****\$52.94**

TOTAL AMOUNT YOU OWE

Aug 12, 2025

NEW CHARGES DUE BY

Pay \$48.68 instead of
\$52.94 by your due date
to enroll in FPL Budget
Billing®. [FPL.com/BB](https://www.fpl.com/BB)**ENERGY USAGE HISTORY****BILL SUMMARY**

Amount of your last bill	51.25
Payments received	-51.25
Balance before new charges	0.00
Total new charges	52.94
Total amount you owe	\$52.94

(See page 2 for bill details.)

KEEP IN MIND

- Enroll now in FPL Budget Billing when you pay \$48.68 by your due date instead of \$52.94. Make your bills easier to manage with more predictable payments. Learn more at [FPL.com/BB](https://www.fpl.com/BB)
- Payment received after October 13, 2025 is considered LATE; a late payment charge of 1% will apply.

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545Report Power Outages:
Hearing/Speech Impaired:1-800-4OUTAGE (468-8243)
711 (Relay Service)**Ways to Pay**

/ 27

4868 5415551946216134925000000

MEDITERRA SOUTH COMMUNITY
DEVELOPMENT DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556The amount enclosed includes
the following donation:
FPL Care To Share: _____Make check payable to FPL
in U.S. funds and mail along with
this coupon to:FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

55194-62161

ACCOUNT NUMBER

\$52.94

TOTAL AMOUNT YOU OWE

Aug 12, 2025

NEW CHARGES DUE BY

\$

AMOUNT ENCLOSED



Customer Name: MEDITERRA SOUTH
COMMUNITY
DEVELOPMENT DISTRICT

Account Number: 55194-62161

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	51.25
Payment received - Thank you	-51.25
Balance before new charges	\$0.00

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Base charge: \$12.87

Non-fuel: (\$0.096100 per kWh) \$30.18

Fuel: (\$0.027180 per kWh) \$8.53

Electric service amount 51.58

Gross receipts tax (State tax) 1.32

Taxes and charges 1.32

Regulatory fee (State fee) 0.04

Total new charges \$52.94

Total amount you owe \$52.94

METER SUMMARY

Meter reading - Meter ACD0395. Next meter reading Aug 21, 2025.

Usage Type	Current	-	Previous	=	Usage
kWh used	06422		06108		314

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Jul 22, 2025	Jun 21, 2025	Jul 23, 2024
kWh Used	314	307	304
Service days	31	31	32
kWh/day	10	10	10
Amount	\$52.94	\$52.05	\$48.03

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

Easy way to reduce costs

Earn bill credits by allowing Business On Call® to cycle off your A/C, only when necessary.

[FPL.com/BusinessOnCall](https://www.fpl.com/BusinessOnCall)

Download the app

Get instant, secure access to outage and billing info from your mobile device.

[FPL.com/MobileApp](https://www.fpl.com/MobileApp)

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

9B

**SUPERIOR WATERWAY
SERVICES, INC.**



SERVICE AGREEMENT AERATION REPAIR

August 14, 2025

Mediterra CDD

C/o: Wrathell, Hunt and Associates, LLC

9220 Bonita Beach Rd SE UNIT 214

Bonita Springs, FL 34135

Terms: Net 30 days

DESCRIPTION

Supply and install the following

New 240/120v single phase electric service

Includes new panel, meter housing and wiring to existing aeration systems

New services to be installed by licensed electrician and includes permit.

Cost per Service: \$6,100.00

There are six (6) location, L35, L36/37, L41/45/46/47, L14/49/59/62, L53/63/64/65, L52

Total cost for the six locations: \$36,600.00

***All location will need to be approved by FP&L**

***New electric service will be installed next to existing service**

***This offer is good for sixty (60) days from date of quotation**

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER ACCEPTANCE - The above
prices, specifications, and conditions are
satisfactory and are hereby accepted.

By: _____

By: _____

Date: _____



SERVICE AGREEMENT AERATION REPAIR

August 14, 2025

Mediterra CDD
C/o: Wrathell, Hunt and Associates, LLC
9220 Bonita Beach Rd SE UNIT 214
Bonita Springs, FL 34135

Terms: Net 30 days

DESCRIPTION

Supply and install the following
New 240/120v single phase Submeter
Includes submeter and wiring to existing aeration systems
New submeter to be installed by licensed electrician.

Cost per Service: \$3,867.00

There are six (6) location, L35, L36/37, L41/45/46/47, L14/49/59/62, L53/63/64/65, L52

Total cost for the six locations: \$23,202.00

***New electric service will be installed next to existing service**

***This offer is good for sixty (60) days from date of quotation**

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER ACCEPTANCE - The above
prices, specifications, and conditions are
satisfactory and are hereby accepted.

By: _____

By: _____

Date: _____

SUPERIOR WATERWAY
SERVICES, INC.



Mediterra Estimated electric cost for the following lake aeration systems
Cost is based on FP&L rate of .12 kw per hour

Lake 34, one (1) ½ hp 220v piston compressor
Estimated monthly cost: \$41.4

Lake 33/58, one (1) ½ hp and one (1) 1/3hp 120v piston compressors
Estimated monthly cost: \$75.56

Lake 35, one (1) ½ hp 220v piston compressor
Estimated monthly cost: \$41.47

Lakes 41,45,46,47 total of four (4) ½hp 220v piston compressor
Estimated monthly cost: \$165.88

Lakes 36/37 total of two (2) ½hp 220v piston compressor
Estimated monthly cost: \$82.94

Lakes 14,49,59,62 total of six (6) ½hp 220v piston compressor
Estimated monthly cost: \$248.82

Lakes 53,63,64,65 total of two (2) ½hp 220v piston compressors and one (1) 3/4hp vane compressor
Estimated monthly cost: \$174.18

Lake 52, six (6) ½ hp 220v piston compressor
Estimated monthly cost: \$248.82

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

10

STORMWATER QUALITY ASSURANCE INSPECTION

LAKE 63

Complete

CONDUCTED ON	3/12/25 11:16AM
PREPARED BY	Shane Willis
LAKE NUMBER	63
INSPECTION LOCATION	Castellano Way Bonita Springs FL 34110 United States (26.32426487767603, - 81.76994682668166)
IS THIS LAKE IN COMPLIANCE	Yes
AUDIT CHECK POINTS	
Does invasive/undesirable plant control meet contract specifications?	Yes
Does beneficial plant population meet regulatory requirements?	Yes
Are existing beneficial plants healthy?	Yes
Is the lake absent trash?	Yes
HEALTH/SAFETY	
Is the lake surface absent any oil, grease or gas sheen?	Yes
Wildlife Observed	Anhinga
Does the overall lake body appear healthy?	Yes
STRUCTURAL INTEGRITY	
Is the lake bank absent significant washouts?	Yes
Is the lake/lawn transition area absent drop offs greater than 8 inches	Yes
Are structures in sound and appropriate lifecycle conditions?	Yes

AERATION/ FOUNTAINS

Is there a CDD or club owned aerator/fountain present?

2 diffusers

Yes

Is the system operating properly?

Yes

Are hoses or cords properly secured or screened?

Yes

Do pumps and motors sound like they are operating properly?

Yes

Are electrical and/or mechanical boxes/enclosures in good condition?

Yes

Are boxes/enclosures secured properly?

Yes

Do the boxes/enclosures appear to be protecting contents from the elements?

Yes

Is timer/photocell operating properly?

N/A

Media summary



Photo 1





MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

11



Mediterra CDD
Lake Treatment Report
Treatment Dates November 2025

Lake #	Work Preformed	Target	Target	Treatment Date	Notes/Comments
L-1	Treated	Grasses/Weeds		10/22	Treated shoreline grasses and weeds
L-2	Treated	Grasses/Weeds	Algae	10/3, 10/7 and 10/22	Spot treated shoreline for Algae
L-3	Treated	Grasses/Weeds		10/3	Treated shoreline grasses and weeds
L-4	Treated	Grasses/Weeds		10/21	Treated shoreline grasses and weeds
L-5	Treated	Chara/Algae	Grasses/Weeds	10/7 and 10/21	Spot treated shoreline for Chara/Algae
L-6	Treated	Weeds	Vines	10/6 and 10/22	Crew treated littorals for weeds and vines
L-7	Treated	Weeds	Vines	10/6 and 10/22	Crew treated littorals for weeds and vines
L-8	Treated	Algae	Grasses/Weeds		Crew treated littorals for weeds and vines
L-9	Treated	Grasses/Weeds		10/21	Treated shoreline grasses and weeds
L-10	Treated	Grasses/Weeds		10/21	Treated shoreline grasses and weeds
L-11	Treated	Grasses/Weeds		10/7	Crew treated lake bank grasses and weeds
L-11B	Treated	Grasses/Weeds		10/7	Crew treated lake bank grasses and weeds
L-12	Treated	Grasses/Weeds		10/7	Crew treated lake bank grasses and weeds
L-12B	Treated	Grasses/Weeds		10/7	Crew treated lake bank grasses and weeds
L-13	Treated	Grasses/Weeds		10/7	Crew treated lake bank grasses and weeds



Mediterra CDD
Lake Treatment Report
Treatment Dates November 2025

Lake #	Work Preformed	Target	Target	Treatment Date	Notes/Comments
L-14	Treated	Grasses/Weeds		10/7	Crew treated lake bank grasses and weeds
L-15	Treated	Weeds	Vines	10/6	Crew treated littorals for weeds and vines
L-16	Treated	Weeds	Vines	10/6	Crew treated littorals for weeds and vines
L-17	Treated	Weeds	Vines	10/6	Crew treated littorals for weeds and vines
L-18	Treated	Weeds	Vines	10/6	Crew treated littorals for weeds and vines
L-19	Treated	Weeds	Vines	10/6	Crew treated littorals for weeds and vines
L-20	Treated	Algae	Weeds	10/3, 10/6 and 10/8	Crew treated littorals for weeds and vines
L-21	Treated	Algae	Weeds	10/3, 10/6 and 10/8	Crew treated littorals for weeds and vines
L-22	Treated	Weeds	Vines	10/6	Crew treated littorals for weeds and vines
L-23	Treated	Weeds	Vines	10/7	Crew treated littorals for weeds and vines
L-24	Treated	Weeds	Vines	10/7	Crew treated littorals for weeds and vines
L25	Treated	Weeds	Vines	10/7	Crew treated littorals for weeds and vines
L26	Treated	Weeds	Vines	10/7	Crew treated littorals for weeds and vines
L27,28	Treated	Algae	Grasses/Weeds	10/7 and 10/8	Treated Shoreline Algae
L29	Treated	Weeds	Vines	10/7	Crew treated littorals for weeds and vines



Mediterra CDD
Lake Treatment Report
Treatment Dates November 2025

Lake #	Work Preformed	Target	Target	Treatment Date	Notes/Comments
L30	Treated	Weeds	Vines	10/7	Crew treated littorals for weeds and vines
L31	Treated	Weeds	Vines	10/7	Crew treated littorals for weeds and vines
L32	Treated	Weeds	Vines	10/7	Crew treated littorals for weeds and vines
L33	Treated	Weeds	Vines	10/7	Crew treated littorals for weeds and vines
L34	Treated	Weeds	Vines	10/7	Crew treated littorals for weeds and vines
L35	Treated	Weeds	Vines	10/7	Crew treated littorals for weeds and vines
L36	Treated	Weeds	Vines	10/7	Crew treated littorals for weeds and vines
L37	Treated	Weeds	Vines	10/7	Crew treated littorals for weeds and vines
L38	Treated	Grasses/Weeds		10/3 and 10/7	Treated shoreline grasses and weeds
L39	Treated	Grasses/Weeds		10/3 and 10/7	Treated shoreline grasses and weeds
L40	Treated	Grasses/Weeds		10/3	Treated shoreline grasses and weeds
L41	Treated	Grasses/Weeds		10/7 and 10/14	Treated shoreline grasses and weeds
L42	Treated	Grasses/Weeds		10/7 and 10/14	Treated shoreline grasses and weeds
L43	Treated	Grasses/Weeds		10/7 and 10/14	Treated shoreline grasses and weeds
L44	Treated	Grasses/Weeds		10/7 and 10/14	Treated shoreline grasses and weeds



Mediterra CDD
Lake Treatment Report
Treatment Dates November 2025

Lake #	Work Preformed	Target	Target	Treatment Date	Notes/Comments
L45	Treated	Grasses/Weeds		10/7 and 10/14	Treated shoreline grasses and weeds
L46	Treated	Grasses/Weeds		10/3	Treated shoreline grasses and weeds
L47	Treated	Grasses/Weeds		10/14	Treated shoreline grasses and weeds
L48	Treated	Grasses/Weeds		10/14	Treated shoreline grasses and weeds
L49	Treated	Grasses/Weeds		10/3	Treated shoreline grasses and weeds
L50	Treated	Spikerush		10/15	Spray back Spikerush to maintain at 15foot depth
L52	Treated	Algae		10/7	Treated lake for Algae
L53	Inspected			10/29	No problem noted during my inspection
L54	Inspected			10/29	No problem noted during my inspection
L55	Treated	Vines	Weeds	10/6	Crew treated littorals for weeds and vines
L56	Treated	Chara/Algae		10/7	Treated shoreline Algae and Chara
L57	Treated	Grasses/Weeds		10/29	Treated shoreline grasses and weeds
L58	Treated	Grasses/Weeds		10/29	Treated shoreline grasses and weeds
L59	Treated	Vines	Weeds	10/7	Crew treated littorals for weeds and vines
L60	Treated	Vines	Weeds	10/6	Crew treated littorals for weeds and vines



Mediterra CDD

Lake Treatment Report

Treatment Dates November 2025

Lake #	Work Preformed	Target	Target	Treatment Date	Notes/Comments
L61	Treated	Grasses/Weeds		10/29	Treated shoreline grasses and weeds
L62	Treated	Grasses/Weeds		10/3	Treated shoreline grasses and weeds
L63	Treated	Grasses/Weeds		10/22	Treated shoreline grasses and weeds
L64	Treated	Grasses/Weeds		10/22	Treated shoreline grasses and weeds
L65	Treated	Grasses/Weeds		10/22	Treated shoreline grasses and weeds
L66S	Treated	Vines	Weeds	10/6	Crew treated littorals for weeds and vines
L67	Treated	Grasses/Weeds		10/29	Treated shoreline grasses and weeds
L68	Treated	Grasses/Weeds		10/6	Crew treated lake bank grasses and weeds
L69	Treated	Grasses/Weeds		10/29	Treated shoreline grasses and weeds
L70	Treated	Grasses/Weeds	Chara	10/3 and 10/29	Treated shoreline Algae and Chara
L71	Treated	Grasses/Weeds		10/3 and 10/6	Treated shoreline grasses and weeds
L72	Treated	Grasses/Weeds		10/3 and 10/6	Treated shoreline grasses and weeds
L73	Treated	Grasses/Weeds		10/3 and 10/6	Treated shoreline grasses and weeds
L74	Treated	Grasses/Weeds		10/29	Treated shoreline grasses and weeds
L75	Treated	Grasses/Weeds		10/6	Crew treated lake littorals for grasses and weeds

[illegible]



Mediterra CDD
Lake Treatment Report
Treatment Dates November 2025

Lake inspection was done on November 5th there were no problems to report, property looks great

Mediterra CDD
Lake Treatment Report
Treatment Dates November 2025



Lake 1

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 3

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 4

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance

Mediterra CDD
Lake Treatment Report
Treatment Dates November 2025



Lake 8

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 11

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 13

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance

Mediterra CDD
Lake Treatment Report
Treatment Dates November 2025



Lake 20

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 24

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 26

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance

Mediterra CDD
Lake Treatment Report
Treatment Dates November 2025



Lake **27/28**

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake **29**

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake **34**

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance

Mediterra CDD
Lake Treatment Report
Treatment Dates November 2025



Lake 39

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 40

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 48

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance

Mediterra CDD
Lake Treatment Report
Treatment Dates November 2025



Lake **50**

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake **60**

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake **61**

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance

Mediterra CDD
Lake Treatment Report
Treatment Dates November 2025



Lake 63

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 66S

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 73

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2026-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
MEDITERRA COMMUNITY DEVELOPMENT DISTRICT
IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND
REQUESTING THAT THE COLLIER COUNTY AND LEE COUNTY
SUPERVISORS OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL
ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FOR THE
TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING
PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE
DATE**

WHEREAS, the Mediterra Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 42QQQ-1 Florida Administrative, rules and regulations of the Land and Water Adjudicatory Commission Code Florida Statutes, being situated within Collier and Lee Counties, Florida; and

WHEREAS, the Board of Supervisors ("Board") of Mediterra Community Development District seeks to implement section 190.006(3), Florida Statutes, and to instruct the Collier-County and Lee County Supervisors of Elections ("Supervisors") to conduct the District's General Elections.

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

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Mary Wheeler, and Seat 2, currently held by Kenneth Tarr, are scheduled for the General Election in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats with the Division of Elections, pursuant to Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Collier County or Lee County Supervisors of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **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.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 20TH DAY OF NOVEMBER, 2025.

ATTEST:

**MEDITERRA COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE
MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Mediterra Community Development District will commence at noon on June 8, 2026 and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Department of State, Division of Elections, located at Room 316, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Collier County or Lee County Supervisors of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Mediterra Community Development District has two (2) seats up for election, specifically seats 1 and 2. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, in the manner prescribed by law for general elections.

For additional information, please contact the Department of State, Division of Elections.

Chesley E. Adams, Jr.
District Manager

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2025**

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025**

	Governmental Funds			Total Governmental Funds
	General	Debt Service Series 2013	Debt Service Series 2022	
ASSETS				
Cash				
Suntrust - 7218	\$ 458,936	\$ -	\$ -	\$ 458,936
Suntrust - 9789	710	-	-	710
BankUnited - 0882	90,258	-	-	90,258
ICS - Bankunited	27,290	-	-	27,290
Series 2013				
Revenue	-	275,696	-	275,696
Reserve	-	75,000	-	75,000
Series 2022				
Prepayment	-	-	998	998
Revenue	-	-	312,967	312,967
Due from general fund	-	-	759	759
Due from MS 2022	55,405	-	-	55,405
Due from other	4,156	-	-	4,156
Assessments receivable	10,384	3,489	5,173	19,046
Electric deposit	2,346	-	-	2,346
Total assets	<u>\$ 649,485</u>	<u>\$ 354,185</u>	<u>\$ 319,897</u>	<u>\$ 1,323,567</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 98,035	\$ -	\$ -	\$ 98,035
Due to General fund	-	-	55,405	55,405
Due to Debt Service Fund				
Due to debt service - series 2022	759	-	-	759
Total liabilities	<u>98,794</u>	<u>-</u>	<u>55,405</u>	<u>154,199</u>
Fund Balances				
Restricted for:				
Debt service	-	354,185	264,492	618,677
Assigned				
3 months working capital	268,067	-	-	268,067
Future fire mitigation clean-up	160,000	-	-	160,000
Unassigned	122,624	-	-	122,624
Total fund balances	<u>550,691</u>	<u>354,185</u>	<u>264,492</u>	<u>1,169,368</u>
Total liabilities and fund balances	<u>\$ 649,485</u>	<u>\$ 354,185</u>	<u>\$ 319,897</u>	<u>\$ 1,323,567</u>

*Required bank loan reserve which will be applied to final payment

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUE				
Special assessment: on roll	\$ 871	\$ 1,355,349	\$ 1,352,268	100%
Interest and miscellaneous	229	33,050	30,000	110%
Total revenues	1,100	1,388,399	1,382,268	100%
EXPENDITURES				
Administrative				
Supervisors	1,544	12,893	9,900	130%
Management	4,164	49,973	49,973	100%
Accounting	1,392	16,700	16,700	100%
Audit	-	4,500	15,000	30%
Legal	4,537	17,982	15,000	120%
Field management	1,275	15,300	15,300	100%
Engineering	18,222	164,966	50,000	330%
Trustee	-	8,718	10,000	87%
Dissemination agent	333	4,000	4,000	100%
Arbitrage rebate calculation	-	500	1,500	33%
Assessment roll preparation	417	5,000	5,000	100%
Postage	98	1,640	1,500	109%
Insurance	-	12,871	13,600	95%
Legal advertising	-	5,506	3,000	184%
Contingencies	23	3,874	3,000	129%
Annual district filing fee	-	175	175	100%
Website	-	705	705	100%
ADA website compliance	-	210	210	100%
Total administrative	32,005	325,513	214,563	152%
Water management				
Lake maintenance	83,695	356,483	350,000	102%
Contractual services	4,520	20,960	37,900	55%
Aquascaping/cutbacks/pipe cleanout	9,398	311,649	100,000	312%
Fuel load reduction of right of ways	-	196,672	-	N/A
Fuel load reduction conservation areas	-	859,647	350,000	246%
Lake bank erosion repairs	-	70,972	100,000	71%
Electricity	7,673	42,607	30,000	142%
Aeration replacement and repairs	942	133,428	44,730	298%
Miscellaneous	-	128	-	N/A
Total water management	106,228	1,992,546	1,012,630	197%
Other fees & charges				
Property appraiser & tax collector	(10,384)	13,748	35,456	39%
Total other fees & charges	(10,384)	13,748	35,456	39%
Total expenditures	127,849	2,331,807	1,262,649	185%
Excess/(deficiency) of revenues over/(under) expenditures	(126,749)	(943,408)	119,619	
Fund balances - beginning	677,440	1,494,099	1,194,456	
Fund balance - ending (projected)				
Assigned				
3 months working capital	268,067	268,067	268,067	
Future fire mitigation clean-up	160,000	160,000	160,000	
Unassigned	122,624	122,624	886,008	
Fund balances - ending	\$ 550,691	\$ 550,691	\$ 1,314,075	

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 204 - SERIES 2013 (REFUNDED 2003A BONDS)
FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 315,653	\$ 315,756	100%
Interest	1,161	16,098	-	N/A
Total revenues	<u>1,161</u>	<u>331,751</u>	<u>315,756</u>	105%
EXPENDITURES				
Debt service				
Principal	-	185,000	185,000	100%
Interest	-	118,000	118,000	100%
Total debt service	<u>-</u>	<u>303,000</u>	<u>303,000</u>	100%
Other fees & charges				
Property appraiser & tax collector	(3,489)	4,252	11,512	37%
Total other fees & charges	<u>(3,489)</u>	<u>4,252</u>	<u>11,512</u>	37%
Total expenditures	<u>(3,489)</u>	<u>307,252</u>	<u>314,512</u>	98%
Excess/(deficiency) of revenues over/(under) expenditures	4,650	24,499	1,244	
Fund balances - beginning	349,535	329,686	310,748	
Fund balances - ending	<u>\$ 354,185</u>	<u>\$ 354,185</u>	<u>\$ 311,992</u>	

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 222 - SERIES 2022 (REFUNDED SERIES 2012)
FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ 759	\$ 830,141	\$ 827,957	100%
Interest	1,027	19,974	-	N/A
Total revenues	<u>1,786</u>	<u>850,115</u>	<u>827,957</u>	103%
EXPENDITURES				
Debt service				
Principal	-	707,000	708,000	100%
Interest	-	110,268	110,289	100%
Total debt service	<u>-</u>	<u>817,268</u>	<u>818,289</u>	100%
Other fees & charges				
Property appraiser & tax collector	(5,173)	6,315	17,156	37%
Total other fees & charges	<u>(5,173)</u>	<u>6,315</u>	<u>17,156</u>	37%
Total expenditures	<u>(5,173)</u>	<u>823,583</u>	<u>835,445</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	6,959	26,532	(7,488)	
Fund balances - beginning	257,533	237,960	209,331	
Fund balances - ending	<u>\$ 264,492</u>	<u>\$ 264,492</u>	<u>\$ 201,843</u>	

Mediterra CDD
2025 Operations Financial Impact Analysis
11.7.25

	Budget	Encumbered	Variance	Notes
<u>Operations Account</u>	<u>FY 2025</u>	<u>FY 2025</u>	<u>FY 2025</u>	
Lake Maintenance Contract	\$ 350,000	\$ 338,613	\$ 11,387	
Contract Services	\$37,900	\$ 40,430	\$ (2,530)	
Aqua/cut backs/pipe cleanout	\$ 100,000	\$ 278,798	\$ (178,798)	
Fuel Load reduction right of ways	\$ -	\$ 196,672	\$ (196,672)	
Fuel Load reduction conservations	\$350,000	\$ 859,647	\$ (509,647)	
Lake Bank - Erosion Repairs	\$ 100,000	\$ 101,629	\$ (1,629)	
Electricity	\$ 30,000	\$ 12,687	\$ 17,313	
Aeration Repairs and replacements	\$ 44,730	\$ 123,032	\$ (78,302)	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
	\$ 1,012,630	\$ 1,951,507	\$ (938,877)	

Carry Over Unassigned as of 9/30/24: 1,494,102 Based off of Audit Year Ending 9/30/24 Reviewed June 12th.
Current Balance as of 10/03/25: \$ 555,225

Mediterra CDD
2025 Summary Report/Breakdown
11.7.25

Summary
Water Management:

Lake Maintenance Contract	\$	349,365
C/O January thru October		(\$11,152)
	\$	338,213
Conservation 4-B Dead Pine/Palm	\$	400
Total:	\$	338,613

Contract Services

Cane Toad Removal Project	\$	20,000
Lake 52 Bacteria Application	\$	5,700
Water Quality Testing	\$	13,995
Iguana Inspections	\$	735
Total:	\$	40,430

Aqua/Cutbacks/Pipe Cleanout

Annual Pipe Cleanout Projects	\$183,300.00	(Commenced in 2024/Completed 2/2025)
Annual Pipe Cleanout 2025	\$58,700.00	(Approved 2/2025)
Annual Pipe Inspection	\$6,500.00	
Pipe Repairs	\$20,900.00	
Littoral Plantings Project	\$12,272.50	Includes Lakes 12,13,15,22, 27/28, 35 & 43)
Total:	\$281,672.50	
C/O Deduction of Lake 22 Planting	\$2,875.00	Project Removed
Total:	\$278,797.50	

Fuel Load Reduction (ROW)

C/O Deduction RMZ-7 is MCA	\$9,219.00
Total:	\$196,672.00

Fuel Load Reduction Conservation

C/O additional 2.48 acres	\$74,397.11	Approved 3/2025
Total:	\$859,647.11	

Lake Bank - Erosion Repairs

Lake 6/Villorsi	\$13,800.00	
Lakes 15,22 & 43	<u>\$99,472.00</u>	(Cortile/Medici/Verona)
Sub Total:	\$113,272.00	
C/O to remove Lake 43 Project	(\$34,498.00)	
Total:	<u>\$78,774.00</u>	
Lake 15	\$800.00	(C/O approved 2/2025)
Lake 15	\$2,500.00	(C/O approved 3/2025)
Lake 32	\$233.00	(Lake bank damage)
Lake 15	\$1,800.00	(Drain Pipe/Rock Repairs approved 4/2025)
Lake 43	<u>\$17,522.00</u>	(J.E. Survey approved 4/2025)
Total:	\$101,629.00	

Aeration Repairs/Replacement:

Aeration Repairs/Replacement:	\$99,859.99	(Fire Ball/Cabinet Install)
Aeration Repairs/Replacement:	\$4,670.00	
Aeration Repairs/Replacement:	\$6,752.95	
Aeration Repairs/Replacement:	\$4,657.76	
Aeration Repairs/Replacement:	\$6,149.11	
Aeration Repairs/Replacement:	\$942.08	
Total:	\$123,031.89	

Mediterra
Summary/Notes
11/7/25

Summary:

Note: Lake 52 bacteria applications (Bio-Zyme Eco Socks) is a combination of beneficial aerobic bacteria, enzymes, and other microbial or natural nutrient binding and limiting products as required for the proper maintenance of the pond. Approved by the Board February 20, 2019 in an effort to minimize growth of algae.

Water Testing/Sampling of four outfall ponds (Lake-24, Lake 35, L-37, L-52 & L-55) performed during the month of September (wet season); and February thru May (dry season).

Note: Pipe Repairs include \$2,300.00 Lake 1 Hydro-seal Repair to structure 245/Villoresi (\$2,300.00) and Major outfall from Lake 55 (south side of Veteran's Memorial Blvd (\$6,800.00) and approved June 20, 2024. Dredging of Storm Inlet Lake 6/Villoresi lake end to extend this pipe out five feet and approved August 21, 2024. Cost \$11,800.00 + C/O \$2K for required sod for a total of \$13,800.00
Bank Restoration of Lakes 15 & 22 completed/invoiced 2.18.25

Note: Fuel Load Reduction "right of ways" project was a budgeted line item for fiscal year 2024 and project will be paid utilizing fund balance.

Note: Fireball/Cabinet Install project was completed the week of November 25th.

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

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REPORTS

MEDITERRA
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REPORTS
B



South Florida Water Management District
Individual Environmental Resource Permit No. 11-103215-P
Date Issued: April 16, 2020
Modified On: October 24, 2025

Permittee: Mediterra Community Development District
2300 Glades Road Suite 410W
Boca Raton, FL 33431

Project: Mediterra Phase Three East - Stormwater Pond 74

Application No. 250826-56393

Location: Collier County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's RegPermitting site at www.sfwmd.gov/regpermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email regpermitting@sfwmd.gov.

A handwritten signature in blue ink, appearing to read "M. Lawrence", enclosed in a blue oval.

Melissa M. Lawrence, P.E.
Bureau Chief, Environmental Resource Bureau

**South Florida Water Management District
Individual Environmental Resource Permit No. 11-103215-P**

Date Issued: April 16, 2020

Expiration Date: August 26, 2032

Modified On: October 24, 2025

Project Name: Mediterra Phase Three East - Stormwater Pond 74

Permittee: Mediterra Community Development District
2300 Glades Road Suite 410W
Boca Raton, FL 33431

Operating Entity: Mediterra Community Development District
2300 Glades Road Suite 410W
Boca Raton, FL 33431

Location: Collier County

Permit Acres: 4.68 acres

Project Land Use: Residential

Special Drainage District: N/A

Water Body Classification: CLASS III

FDEP Water Body ID: 3258F

Conservation Easement to District: No

Sovereign Submerged Lands: No

Project Summary

This Environmental Resource Permit (ERP) authorized backfilling 2.0 acres of an existing 2.80-acre stormwater lake known as Stormwater Pond 74. The project intends to essentially revert Phase Three East back to the permitted land use coverages established in Application 031002-9. Stormwater runoff from the backfilled site will be conveyed to the reduced stormwater pond by overland flow. Sheet flow will be directed to shallow depressed areas/swales leading to Stormwater Pond 74. The proposed improvements will not impact the permitted stormwater management (SWM) system. Site plans and details are attached as Exhibit No. 2.0.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description

The project is located to the south of Bonita Beach Road, just east of Livingston Road, north of Veterans Memorial Boulevard, and approximately 1.2 miles west of Interstate 75 within the Mediterra residential development. A location map is attached as Exhibit No. 1.0.

The site consists of an existing stormwater lake known as Stormwater Pond 74. A recent hydrographic survey established that Stormwater Pond 74 has a current size of 2.80 acres at the control elevation of 11.00-ft NGVD. This surveyed pond size is slightly less than the certified size of 2.84 acres. This

discrepancy is of no consequence since the objective of the new project is to backfill the stormwater pond to its initial size of 0.80 acres.

For information on wetland and surface water impacts, please see the Wetlands and Other Surface Waters section of this permit. A FLUCCS Map is attached as Exhibit No. 3.0.

Current Authorization (Application No. 250826-56393)

The duration of the permit is extended until August 26, 2032 per the request to use the provisions of Chapter 252.363, F.S. under Part IV of Chapter 373, F.S.

The qualifying Emergency Orders pertaining to Hurricane Ian are: 22-218, 22-219, 22-268, 23-21, 23-60, 23-104, 23-139, 23-176, 23-214, 24-02, 24-36, 24-80, 24-137, 24-174, 24-235, 24-287, 25-42, 25-125

All dates contained in the terms and conditions of the permit pertaining to deadlines, such as for commencing or completing construction, completing any mitigation, and submitting reports for the activity authorized by the permit are modified in recognition of, and relative to, the new expiration date. You are advised that the legislation requires that, The commencement and completion dates for any required mitigation associated with a phased construction project is extended such that the mitigation takes place in the same timeframe relative to the phase as originally permitted.

Background

The proposed improvements are located within Drainage Area (DA) 10 of the SWM system authorized and constructed under Phase Three East of ERP No. 11-01761-P for the Mediterra development. Development within Phase Three East consisted of residential areas, a village center, conservation areas, roadways, and additions to the SWM system of the overall Mediterra SWM system authorized in Application 990126-4. The Phase Three East portion of the SWM system consists of additional stormwater ponds, control structures, storm sewers/drains, swales, and the perimeter berm. Phase Three East is divided into five drainage areas. DA-8, DA-9, DA-9A, DA-10, and DA-10A provide the required water quality treatment and attenuation prior to discharging into DA-1 and DA-4 (authorized within Phase One, Application 990126-4). DA-1 through DA-7 makeup Phase One of the SWM system. This application will not modify Application 990126-4, however, tailwater information from Phase One is used for the model analysis.

Application 010420-3 incorporated approximately 177.7 acres (Phase Three East) into the existing SWM system (Application 990126-4) which serves the 1,642.9-acre residential subdivision known as Mediterra. During this permitting effort, only DA-8, DA-9, and DA-10 were incorporated within Phase Three East. This phase authorized construction of additional single/multifamily residential dwellings, a retail shop village center, internal roads, preserve areas, and additional SWM facilities. A total of 0.80 acres of Stormwater Pond 74 was proposed, however, only approximately 0.60 acres of the stormwater pond was constructed according to the construction completion certification, dated December 8, 2005.

Application 031002-9 authorized construction of a 14.2-acre road project (Veterans Memorial Boulevard) adjacent to the site. DA-9A and DA-10A were incorporated to the existing drainage areas contributing to the Phase Three East project. The road project consisted of a 14.8-acre parcel running west from Livingston Road and adjacent to the southern project border of Phase Three East. This modification to the Mediterra Phase Three East SWM system included providing the required water quality treatment and attenuation for the additional 10.4 acres of impervious area and 4.4 acres of previous areas related to the road extension. No changes to the pond sizes were proposed for this application, however the minimum perimeter berm and finished floor elevations within DA-8 through DA-10 were slightly raised to account for the new roadway improvements.

Application 060630-20 authorized expansion of Stormwater Pond 74 by 2.60 acres. Other revisions consisted of minor site changes and sidewalk/parking layout additions to accommodate the updated pond configuration. The proposed increase in pond size was determined to not impact the permitted SWM system from Application 031002-9. Stormwater Pond 74 and the minor site changes were not constructed according to this application.

Application 070314-15 authorized expansion of Stormwater Pond No. 74 by 1.60 acres, deviating from the proposed pond increase of 2.60 acres from Application 060630-20. This modification essentially increased the pond size to 2.40 acres, still substantially larger than the initial pond size of 0.80 acres. The proposed change in pond size was determined to not impact the permitted SWM system and conformed to the design parameters within Application 031002-9. The permit received a construction completion certification on April 18, 2007 and lists Stormwater Pond 74 with 2.84 acres.

Permit Modification History

Application No. 220406-33863: The duration of the permit was extended until October 7, 2027 per the request to use the provisions of Chapter 252.363, F.S. under Part IV of Chapter 373, F.S.

The qualifying Emergency Orders were: 22-27, and 22-28.

Application No. 210716-6843: This authorization extended the permit duration until February 4, 2027. Refer to Application No. 200324-3076 for permit details and exhibits.

Ownership, Operation and Maintenance

Perpetual operation and maintenance of the SWM system will be the responsibility of Mediterra Community Development District. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

Engineering Evaluation:

Water Quality

Water quality treatment is provided in wet detention areas. The project provides the required water quality treatment volume based on either the first 1.0 inch of runoff or 2.5 times the percentage impervious from the Phase Three East. The wet detention water quality treatment volume is based on the first 1.0 inch of runoff for DA-8, DA-9, and DA-10. Additionally, the wet detention water quality treatment volume is based on the total runoff of or 2.5 times the percentage of impervious for DA-9A and DA-10A, which serve Veterans Memorial Boulevard. No changes to the pond configurations and control structures are proposed within DA-8 or DA-9, so treatment volumes will remain undisturbed from permitted quantities. The treatment values will simply revert to the permitted levels from Application 031002-9. Backfilling approximately 2.00 acres of Stormwater Pond 74 will have no impact to the permitted water quality calculations since Stormwater Pond 74 was originally omitted from the calculations. Between DA-8, DA-9, and DA-10, the SWM system provides a total of 21.5 acre-feet of water quality treatment volume; this exceeds the required volume of 17.0 acre-feet. DA-9 provides water quality for DA-9A while DA-10 provides water quality for DA-10A, as summarized in Application 031002-9.

The project includes implementation of an Urban Stormwater Management Program (Exhibit 2.2) and a Stormwater Pollution Prevention Plan (Exhibit 2.1) as additional reasonable assurance of compliance with water quality criteria during construction.

Water Quantity

The project is consistent with previously permitted parameters per Application No. 031002-9 / ERP No. 11-01761-P.

Discharge

The discharge rate from the Phase Three East site remains unchanged.

Road Design

Refer to Application No. 031002-9 / ERP No. 11-01761-P for minimum road elevations per basin.

Perimeter Berm

Refer to Application No. 031002-9 / ERP No. 11-01761-P for minimum perimeter berm elevations per basin.

Finished Floors

Refer to Application No. 031002-9 / ERP No. 11-01761-P for minimum finished floor elevations per basin.

Certification, Operation, and Maintenance

Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1 - 12.3, ERP Applicant's Handbook (AH) Volume (Vol.) I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4, ERP AH Vol. I for Minimum Operation and Maintenance Standards.

Engineering Evaluation Tables:

Land Use

Basin	Land Type	Area (ac)	% of Total Basin
Site	Lake	0.80	17.09
	Open Space	3.70	79.06
	Swales	0.18	3.85
	Total:	4.68	100%

Environmental Evaluation:

Wetlands and Other Surface Waters

There are no wetlands located within the project site or affected by this project. Stormwater Pond 74 was excavated from uplands and was initially proposed under Application No. 010420-3 and further expanded under Application No. 070314-15. No compensatory mitigation is required for the backfilling of the stormwater pond.

Fish, Wildlife, and Listed Species

The project site does not contain significant habitat for wetland-dependent endangered or threatened wildlife species, or species of special concern. No wetland-dependent endangered or threatened species or species of special concern were observed onsite. Submitted information indicates that potential use of the site by such species is minimal.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

Related Concerns:**Water Use Permit Status**

The applicant has indicated that irrigation and dewatering are not required for construction of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Historical/ Archeological Resources

No information has been received that indicates the presence of archaeological or historical resources on the project site or indicating that the project will have any effect upon significant historic properties listed, or eligible for listing in the National Register of Historic Places. This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the

County in which the activity is located.

b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction authorization for this permit shall expire on the date shown on page 2.
2. Operation and maintenance of the SWM system shall be the responsibility of Mediterra Community Development District. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property of the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.
3. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of 2.0 feet below the control elevation. Side slopes shall be nurtured or planted from 2.0 feet below to 1.0 feet above control elevation to insure vegetative growth.
4. A stable, permanent and accessible elevation reference shall be established on or within 100 feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
5. Prior to any future construction, the permittee shall apply for and receive an Individual ERP. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master stormwater management system, including the land use and site grading assumptions.
6. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27, F.A.C. for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

Project Work Schedule for Permit No. 11-103215-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
GC 2	04/17/2020	Certification (200324-3076)	Within 30 days of construction completion	
GC 4	10/24/2025	Construction Commencement Notice	Prior to Construction	

GC = General Condition

SC = Special Condition

Distribution List

Jessica Mcpherson, Johnson Engineering, Inc

Audubon of Florida

Div of Recreation and Park - District 4

US Army Corps of Engineers - Permit Section

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's RegPermitting website at www.sfwmd.gov/regpermitting and searching under this application number 250826-56393.

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 Plans](#)

[Exhibit No. 2.1 Stormwater Pollution Prevention Plan](#)

[Exhibit No. 2.2 Urban Stormwater Management Plan](#)

[Exhibit No. 3.0 Environmental Plans](#)

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will

receive and process the petition.

- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

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COMMUNITY DEVELOPMENT DISTRICT

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MEDITERRA COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION <i>Bella Vita I Room at the Sports Club at Mediterra</i> <i>15735 Corso Mediterra Circle, Naples, Florida 34110</i> <i>¹Boardroom in Main Clubhouse, 15755 Corso Mediterra Circle, Naples, Florida 34110</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 15, 2025	Regular Meeting	9:00 AM
November 19, 2025	Regular Meeting	9:00 AM
December 17, 2025	Regular Meeting	9:00 AM
January 21, 2026	Regular Meeting	9:00 AM
February 18, 2026 ¹	Regular Meeting	9:00 AM
March 18, 2026	Regular Meeting	9:00 AM
April 15, 2026	Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	9:00 AM
May 20, 2026	Regular Meeting	9:00 AM
June 17, 2026	Public Hearing & Regular Meeting <i>Adoption of FY2027 Budget</i>	9:00 AM
August 19, 2026	Regular Meeting	9:00 AM

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COMMUNITY DEVELOPMENT DISTRICT

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Key Activity Dates

Updated: November - 2025

Highlighted boxes indicate current and upcoming projects within 60 days

Description	Reference	Submit To	Due Date	Date
Cane Toad Removal	SOP	N/A	The Cane Toad & Tadpole removal project is scheduled to commence in February. 2 night visits per month (February through November).Program will include 18 visits.	2/24 thru 11/2025
Wetland Maintenance	SOP	N/A	Wetland Maintenance as required by SFWMD is to be performed at a minimum of two times per year.	Feb./May/ August/Nov 2025
Lake & Wetland Contract	SOP	N/A	Contract Agreement with EarthBalance for Lake and Wetland Services. Approved by the Board an additional two years at the current contract price \$349,364.60.	11.1.25 thru 10.31.27
Elide Fire Extinguishing 6" Ball (Standard Bracket) Phase II Project to include the installation of 24 Cabinets	SOP	N/A	Project commenced September 1, 2024. All work provided by the contractor shall be warranted for two (2) years. Manufacturer warranty is three (3) years; however they have indicated the fire balls last for five (5). Project completed November 25, 2024.	Warranty Expires 11/2026
Annual Financial Report	190.008/218.32 & 39	Florida Department of Financial Services	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year. Auditor placed on notice of deadline being no later than April 30th annually, and provide in their May agenda package for Board's consideration/approval.	April Agenda Item and Due 6/30/2026
Proposed Budget April 15th Agenda Item	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by June 15th each year. Public Hearing to Adopt the Budget will be held during the June 17, 2026 Public Hearing and Regular Meeting.	April agenda item and due 6/15/2026
O & M Assessment letter	SOP	N/A	Staff to provide Chairman's draft assessment letter to the Board 48 hours in advance of mailing to the Residents of proposed increases. Notices must be mailed thirty days in advance of meeting to adopt the budget and received by WHA (Corporate) forty days in advance of the hearing date.	5/1/2026 draft notice to Chairman & 5/7/26 notice to WHA
Assessment Roll Certification	Local County requirement.	Local County Tax Collector	For most counties, submission and certification of the annual assessment roll is due by September 15th each year.	9/15/2026

Insurance Renewal	SOP	N/A	Bind Insurance for upcoming Fiscal Year with an effective date of October 1st thru September 30th	10/1/2026
Adopted Budget	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by October 1st each year.	10/1/2026
TRIM Compliance Report	200.068	Department of Revenue, Property Tax Oversight, Trim Compliance Section	No later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)	10/15/2026
Canna Lilly cut back	SOP	N/A	Seasonal cut back and removal of large stands of Canna Lilly on lake banks owned by the District, to reduce seasonal unsightliness and promote new lush and vigorous growth. Program to be considered/completed between February & March of each year if necessary.	Feb. & March Annually
Qualified Public Depositor Annual Report to CFO	280.17	Department of Financial Services- Division of Treasury - Collateral Management.	By November 30 of each year, file annual report for the period ending September 30, 2024	11/30/2025
Fiscal Year Annual District Filing Fee and Update Form	190,189.064 & 189.018 & Chapter 73C-24, F.A.C.	Florida department of Economic Opportunity (Special District Accountability Program)	Annual filing fee of \$175 is paid to the Florida department of Economic Opportunity. The filing of the Update Form is required to verify the status of the Special District and to update any changes (including changes to the registered agent). Filing Fee invoice and Update Form is mailed out by the State on October 1st of each year. The fee and form are due and must be postmarked by December 3rd.	12/3/2025
Certification of District Registered Voters	190(3)(a)(2)(d)	District receives annually from the local Supervisor of Elections	Due April 15th of each year and must be read into the record at a regularly scheduled meeting (no additional filing is required)	4/15/2026
Interconnecting Drain Pipe/Outfall Structures inspection and cleanout	SOP	N/A	Annual inspection and clean out of all lake and wetland interconnecting drain pipes and control structures, that are owned and operated by the District, where the percentage of pipe block exceeds 25%. 2025 Annual Inspections commenced on January 6th. Pipe cleaning approved during the February Board meeting for \$58,700.00. Project commenced 3/19/25 and was completed April 7th.	2026 Annual inspections completed in January

Water Testing/Sampling - Three year Rotation	SOP	N/A	Testing & Sampling of four outfall ponds (Lake - 24, 35, 37, 52 & 55) performed during the month of September (wet season); and February thru May (dry season). As approved by the Board 8/20/25 This exercise will be conducted every three (3) years moving forward.	September & February thru May every three years. Due 2028
Lake Audit Report conducted by Johnson Engineering	SOP	N/A	Approved by the Board 6.12.25: Annual inspection and report of all District owned lakes. Report to include General Consultation, structural integrity of the lake banks and reporting. Annual inspections to be completed during the dry season.	Annually
Littoral Planting Projects	SOP	N/A	Lakes will be identified during the annual review by WHA.	3/1/2026
Stormwater Management Needs Analysis Report	FL Statutes 403.9301 and 403.9302	20 year needs analysis	New legislation that requires the District to analyze its existing stormwater infrastructure necessary to comply with the statutory requirements to create a 20-year needs analysis. 6/30/22 and every five years there after.	6/30/2027
Residential Preserve Wildfire Mitigation Program - Three Year Rotation Program	SOP	N/A	As approved June 16, 2021; Project commenced on January 3, 2022 and will continue every three years. Castellano Way Area RMZ-11 of \$14,200.00 to be added to the 3 year rotation project and added to the Fiscal Year 2023/24 Budget. 6.12.25: C/O approved by the Board to add Brolio Lane section of Conservation N.T.E \$11,350.	Estimated time frame: 2/3/25 thru 6/30/25
Fuel Load Reduction Right of Ways	SOP	N/A	As approved at the August 21, 2024 meeting; project awarded to Earthbalance and is scheduled to commence during the dry season and added to the Fiscal Year 2024/25 Budget.	December 9, 2024 thru January 28, 2025
Phase Three East - Stormwater Pond 74: Permit# 11-103215-P	SOP	N/A	The original issue date was April 16, 2020. Modified May 19, 2022. The duration of the permit is extended until October 7, 2027 per the request to SFWMD. As discussed at the December 6, 2023 meeting; possible extension due to Hurricane Ian of 9/2022 to early 2029. 90 day reminder is included, as reflected. Once the stormwater planning exercise is completed, it will have to be repeated every five years.	1/1/2026 (reminder) 10/7/2027 - deadline May 10, 2029
Ethics Training for Special District Supervisors	112.3142 requirements applied 2024		Supervisors will be required to complete four (4) hours of training each calendar year. For those seated on or before March 31, 2024, the four hours of training must be completed by December 31, 2024. For new Supervisors seated after March 31, 2024, training must be completed by December 31, 2025. Ethics Training Website: https://ethics.state.fl.us/Training/Training.aspx	12/31/2025

Form 1 Filing - Statement of Financial Interest			Beginning January 1, 2024, Form 1 will no longer be filed with your local Supervisor of Elections office. Instead, all Form 1s will be filed electronically with the Commission on Ethics. https://ethics.state.fl.us/ . File by July 1st following each calendar year in which they hold their position.	7/1/2026 annually
Goals, Objectives & Annual Reporting Form	SHB7013 Special Districts Performance Measures and Standards	Publish annually on the District's website	Starting October 1, 2024, or by the end of the first full fiscal year after its creating (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives.	Due 12/1/2025
Qualified Public Deposit Identification and Acknowledgement Form	280.02	Maintain original document in District Reports	Complete each time a new account is opened with a Qualified Public Depository.	
Bond - Disclosure	Bond Indenture Update	E.M.M.A. (Electronic Municipal Marketing Access) and Bond Trustee	Loan payments each April 1 and November 1, commencing May 1, 2022. Section 701(g) The District shall maintain such liability, casualty and other insurance as is reasonable and prudent for similarly situated independent special districts of the State. Within the first six months of each fiscal year (April 1), the District Manager shall file with registered owner of the 2022 Note (the "Owner") a compliance certificate as confirmation of the insurance coverages relating to the 2012 Project, such compliance certificate to include, without being limited thereto, a schedule of all insurance policies required by the Indenture which are then in effect, stating with respect to each policy the name of the insurer, the amount, number, and expiration date, and the hazards and risks covered thereby. Section 701(j) Furnish a copy of the District's audit by June 30 of each year to Owner. Section 701(k) Provide copy of annual budget to Owner within 45 days after commencement of each fiscal year (November 14). Budget must specifically detail the series 2022 assessments and any other special assessment levied by the District w/ respect to such fiscal year. Section 701(l) District shall maintain records with respect to the Series 2022 Assessments which shall be updated as Series 2022 Assessments are collected. The records shall detail Series 2022 Assessments (i) levied to date on a parcel-by-parcel basis, and (ii) collected to date. An annual report setting for the foregoing information will be provided to the Owner at such times, and in such format as the Owner may reasonably request. Section 701 (m) Commencing with the tax roll adopted during calendar year 2022, the District shall provide the Owner the certified assessment roll detailing the Series 2022 Assessments, if any, to be imposed for each tax year within 30 days of the date the such roll becomes available.	April 1, May 1, June 30 November 1, November 14, and 30 days from certification of assessment roll annually

Bonds - Arbitrage	IRS Regulation	IRS - if a rebate is due.	The Bond Indenture refers to IRS rules which state an issuer must pay (an Arbitrage) rebate installment for computation dates that occur at least once every 5 years. Rebate payments are due within 60 days after each computation date. The final rebate payment for an issue is due within 60 days after the issue is discharged. See IRS Regulation Section 1.148-3(e) through (g).	11/1/2029
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MEDITERRA COMMUNITY DEVELOPMENT DISTRICT
STORMWATER PONDS AND APPROXIMATE LOCATION
 Last Updated 9.15.2022

L-1	Monterosso & Villoresi	L-39	Teramo & Positano
L-2	Main Entrance Southside	L-40	Golf Course & Trebbio
L-3	Main Entrance Northside	L-41	Verona
L-4	Golf Course & Savona	L-42	Verona
L-5	Golf Course & Savona	L-43	Golf Course & Verona
L-6	Villoresi	L-44	Verona & Cortile
L-7	Golf Maintenance	L-45N	Cortile
L-8	Golf Course & Milan	L-45S	Cortile
L-9	Golf Course & Trebbio	L-46	Positano
L-10	Golf Course & Trebbio	L-47	Golf Course & Positano
L-11	Benvenuto	L-48	Brendisi
L-11B	Club House	L-49N	Golf Course & Treviso
L-12	Club House	L-49S	Golf Course & Treviso
L-12B	Club House	L-50	Serata, Calabria, and Villalago
L-13	Club House	L-52	Terrazza & Serata
L-14	Golf Course & Cortile	L-53	Amarone & Terrazza
L-15	Golf Course & Cortile	L-54	Golf Course Maintenance
L-16	Milan	L-55	Golf Course Maintenance
L-17	Golf Course & Corsini	L-56	Golf Course & Milan
L-18	Golf Course & Verona	L-57	Padova
L-19	Golf Course & Verona	L-58	Porta Vecchio
L-20	Bello Lago	L-59N	Cortile & Golf Course
L-21	Bello Lago	L-59S	Cortile & Golf Course
L-22	Medici	L-60	Golf Course & Milan
L-23	Golf Course & Corsini	L-61	Golf Course & Trebbio
L-24	Padova	L-62	Treviso
L-25	Padova	L-63	Amarone
L-26	Golf Course & Padova	L-64	Amarone
L-27 & 28	Golf Course & Ravello	L-65	Terrazza
L-29	Golf Course & Bellezza	L-66S	Celebrita & Felicita
L-30	Bellezza & Ravello	L-67	Cellini & Buonasera
L-31	Bellezza	L-68	Lucarno & Felicita
L-32	Porta Vecchio & Bellezza	L-69	Lucarno II, Cellini, and Cabreo
L-33	Porta Vecchio	L-70	Lucarno
L-34	Golf Course & Porta Vecchio	L-71	Lucarno II
L-35	Marcello & Golf Course	L-72	Lucarno II
L-36	Marcello	L-73	Lucarno II & Cabreo
L-37	Marcello	L-74	Lucarno II
L-38	Golf Course & Teramo	L-75	Caminetto
		L-76	Caminetto

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COMMUNITY DEVELOPMENT DISTRICT

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#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.01.18	ACTION	Move "Completed" items 6 months or older from date moved to completed to the Archive List.	Staff	X		
2	03.03.21	ACTION	Board: Include Mrs. Adams/Mr. Willis/Chair in email requests to Mgt. Mrs. Adams: Respond to requests indicating who will give info. Mr. Willis: Track all requests.	Board Mrs. Adams Mr. Willis	X		
3	04.21.21	ACTION	Obtain unit pricing for all contracts moving forward.	CDD Staff	X		
4	11.16.22	ACTION	Add Mr. Tarr in fire incident emails so he can alert Board.	Mr. Bowden	X		
5	02.21.24	ACTION	Take ethics training by 12.31.25. \$79 online course approved.	Board	X		
6	02.21.24	ACTION	Give BOS w/ Permit Extent Phase 3 East Stormwater Pond 74.	Mr. Adams	X		
7	08.21.24	ACTION	Webmaster to send Shane monthly email regarding updates.	Mr. Willis	X		
8	08.21.24	ACTION	Email Board when agenda packages are late.	Corporate	X		
9	10.16.24	ACTION	Submit proposal for independent performance review of stormwater system according to scope of work as discussed.	Mr. Zordan	X		
10	10.16.24	ACTION	Monitor Operating Account to maintain \$250,000 & sweep excess to BankUnited ICS account.	Corporate	X		
11	02.19.25	BOTH	Draft policy to hold homeowners accountable for failure to make recommended lake bank remediations.	Ms. Willson	X		
12	04.16.25	ACTION	Document areas w/ trees/vegetation planted in the LME.	Mr. Nott	X		
13	08.20.25	ACTION	Email draft minutes only to Mr. Tarr for advance review.	Corporate	X		
14	08.20.25	ACTION	Evaluate lake bank Areas 1-10. Obtain maintenance costs.	Mr. Zordan	X		
15	08.20.25	ACTION	Request costs to maintain lake bank Areas 11 through 22 from EarthBalance or Superior; photos will be taken of each area.	CDD Staff	X		
16	08.20.25	ACTION	Mr. Spungen: Give contract to Ms. Willson. Ms. Willson: Work w/ Mr. Spungen, structure Agrmt & add list of required items, statutory language. Include Mr. Tarr on correspondence.	CDD Staff	X		
17	08.20.25	BOTH	Invite Mr. Wrathell to attend a meeting virtually.	CDD Staff	X		
18	10.15.25	ACTION	Ask Pesky Varmints to check Lake 58 lake bank for iguanas again and address the issue.	CDD Staff	X		
19	10.15.25	ACTION	Speak with Dryad's references and provide input to the Board.	Mr. Zordan	X		
20	10.15.25	ACTION	Ask EarthBalance for detailed breakdown of what they propose to do at 12 specific MCA lake bank areas.	Mrs. Adams	X		

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#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
21	10.15.25	ACTION	Anchor one floating black pipe observed in Medici.	Mr. Nott	X		
22	10.15.25	ACTION	Request proposals from EMC for Lake 43 and Lake 22, to include installation of soil from lake.	CDD Staff	X		
23	10.15.25	ACTION	Provide recorded encroachment into existing easement document at nxt mtg.	Mr. Adams	X		
24	10.15.25	ACTION	Add page # to Key Activity Dates Report.	Mrs. Adams	X		
25							
26							
27							
28							
29							
30							

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#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.19.25	BOTH	For next meeting, report annual lake audit findings/present recommendations. Obtain proposal for lake bank remediation & littoral plantings. Present at next meeting.	Mr. Willis		X	06.12.25
2	03.19.25	ACTION	Remove zoom info from the agenda letter.	Management		X	06.12.25
3	04.17.24	ACTION	Draft specs for future lake bank remediations.	District Eng		X	08.20.25
4	10.16.24	ACTION	Ensure palm fronds, trash & debris are removed from lakes as water levels recede.	Mr. Willis		X	08.20.25
5	11.20.24	ACTION	Lake 37 will be tested in dry season. Mr. Elizarraraz: Provide letter stating "We see no reason to take any additional action until the next regularly scheduled sampling".	Mr. Zordan/ Mr. Elizarraraz		X	08.20.25
6	02.19.25	ACTION	Notify owners their previous drainage modifications caused washouts. Improve communication, send correct letters to owners, develop timeline. Make list, track notifications, repairs & drainage movement to be done by owner vs CDD.	CDD Staff		X	08.20.25
7	02.19.25	ACTION	Research if plantings are prohibited in drainage easements.	Mr. Zordan		X	08.20.25
8	02.19.25	BOTH	Zordan: Re-bid Lake 43 Verona proj. Mrs. Adams: Prep CO to remove \$34,498 MRI project. Nxt ag have photos, maps, info.	Mr. Zordan Mrs. Adams		X	08.20.25
9	02.19.25	ACTION	Utilize property owners' official contact info from Property Tax Records for official communications & send copy of communication to any alternate contacts provided.	CDD Staff		X	08.20.25
10	02.19.25	ACTION	Email EarthBalance preserve cleanup timeline to Mrs. Adams.	Mr. Barron		X	08.20.25
11	02.19.25	BOTH	Include comprehensive Lake Bank Analysis for next calendar year on April agenda.	Mr. Zordan		X	08.20.25
12	02.19.25	ACTION	Update Frequently Asked Questions (FAQs)	CDD Staff		X	08.20.25
13	02.19.25	ACTION	Attempt to borrow "Owl" camera for future meetings when all Supervisors are not present.	Mr. Willis		X	08.20.25
14	03.19.25	ACTION	Mr. Adams: Review Covenants. Mr. Willis: Work with District Engineer to ensure drainage issues are addressed.	Mr. Adams Mr. Willis		X	08.20.25
15	03.19.25	BOTH	Board: Generate a list of questions re: fire mitigation	Board		X	08.20.25
16	03.19.25	ACTION	FedEx Nov 2017 Johnson Eng report to Ms. Wheeler.	Management		X	08.20.25
17	03.19.25	ACTION	Email Dryad report to Board.	CDD Staff		X	08.20.25

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
18	03.19.25	BOTH	Ask GIS professionals if map overlay showing preserves w/in 60' of a residence can be done & cost; present at nxt meeting.	Mr. Nychyk		X	08.20.25
19	03.19.25	ACTION	Email Board FY24 cost for Johnson Eng. Work Authorization for Surface Water & Sediment Testing Analysis & Reporting (FY25: \$13,995)	CDD Staff		X	08.20.25
20	03.19.25	ACTION	Discuss Unaudited Financials & CDD accounting with Mr. Light.	Mr. Adams		X	08.20.25
21	03.19.25	ACTION	Reduce level of detail & conversation in meeting minutes.	Management		X	08.20.25
22	03.19.25	ACTION	Reorganize agenda order to 1, 2, 3, 4, 11, 14, 7, 5, 12.	Management		X	08.20.25
23	04.16.25	ACTION	Move Operations Financial Impact Analysis up in Agenda, following Unaudited Financials.	Management		X	08.20.25
24	04.16.25	ACTION	Present Standard Operating Procedure for notifying & following up with residents re: needed remediations.	Ms. Willson		X	08.20.25
25	04.16.25	ACTION	Present example of revised drainage schematic for residents who must arrange for drainage remediation.	Mr. Zordan		X	08.20.25
26	04.16.25	ACTION	Schedule a pre-application call with SFWMD, Dryad & Mr. Nott re: the DRYAD system.	Mr. Zordan		X	08.20.25
27	04.16.25	ACTION	Consult fire department, a monitoring company & the MCA re: the DRYAD system.	Mr. Light		X	08.20.25
28	04.16.25	ACTION	Revise Section 2C of Resolution 2025-03.	Ms. Willson Mr. Adams		X	08.20.25
29	04.16.25	ACTION	Modify Reso 2025-03 Exhibit to include PVC pipe as standard.	Mr. Zordan		X	08.20.25
30	04.16.25	ACTION	Inform Mr. Bowden that Board Members attending MCA meetings are not representing CDD. Questions or comments regarding CDD business should be submitted to the CDD Board for discussion at the CDD meeting.	Mr. Adams		X	08.20.25
31	06.12.25	ACTION	Purchase OWL for August 2025 meeting.	Mr. Adams		X	08.20.25
32	06.12.25	ACTION	Board & Staff to review Agreement & discuss at next meeting; CDD can reimburse Medici if District Counsel advises that CDD is responsible.	Mr. Haber/ Ms. Willson		X	08.20.25
33	06.12.25	ACTION	Plant Cortile Lake littoral plantings now in areas identified. Planting to be complete by end of July/early August.	Mrs. Adams		X	08.20.25

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#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
34	10.16.24	ACTION	Staff will develop a bulleted list of Code of Conduct items to be inserted into the CDD's standard contracts going forward.	Mr. Adams		X	10.15.25
35	06.12.25	ACTION	Review "Orphan Lake Banks" Agreement & advise if CDD can continue above high-water mark.	Mr. Haber/ Ms. Willson		X	10.15.25
36	08.20.25	ACTION	Give Mr. Nott full list CDD meters; affix CDD sticker to each CDD meter. Provide calculations for back pay amount due and amounts to be paid moving forward. Ms. Willson: Prep Agrmt.	CDD Staff		X	10.15.25
37	08.20.25	ACTION	Ms. Gartland: Update letter to members of CDD as discussed, add heading & provide updated version to Mrs. Adams to distribute final version to all BOS Members for final review.	CDD Staff		X	10.15.25
38	08.20.25	ACTION	Reduce sediment sampling to every 3 years.	CDD Staff		X	10.15.25
39	08.20.25	ACTION	Request Environmental Resource Permit (ERP) extension. Give update at nxt meeting after Hurricane Ian Exec Order expires.	CDD Staff		X	10.15.25
40	08.20.25	BOTH	Discuss Direct Deposit of Reimbursements at nxt meeting.	CDD Staff		X	10.15.25
41	08.20.25	ACTION	Evaluate lake bank erosion on the south side of Cortana.	Mr. Zordan		X	10.15.25
42	08.20.25	ACTION	Conduct full inventory of meters & present at next meeting.	Willis/Nott		X	10.15.25
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