

*Landings Community
Development District*

Agenda

August 21, 2026

AGENDA

Landings

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

August 13, 2026

**Board of Supervisors
Landings
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Landings Community Development District** will be held on **Friday, August 21, 2026 at 11:30 AM** at the **Hilton Garden Inn Palm Coast, 55 Town Center Blvd., Palm Coast, FL 32164**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the July 17, 2026 Meeting
4. Organizational Matter
 - A. Administration of Oath of Office to Newly Appointed Board Member
5. Public Hearing
 - A. Consideration of Resolution 2026-05 Adopting the Fiscal Year 2027 Budget and Relation to the Annual Appropriations
 - B. Consideration of Resolution 2026-06 Imposing Special Assessments and Certifying an Assessment Roll
6. Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2026
7. Consideration of Data Sharing and Usage Agreement with Flagler County Property Appraiser
8. Goals and Objectives
 - A. Adoption of Fiscal Year 2027 Goals and Objectives
 - B. Presentation of Fiscal Year 2026 Goals and Objectives and Authorization to Chairman to Execute Final Version
9. Ratification Items
 - A. Landscape Service Agreement for Southwest Ponds with Yellowstone
 - B. Landscape Service Agreement for Northwest Ponds with Yellowstone
 - C. Aquatic Services Agreement for Southwest Ponds with Lake Pros
 - D. Aquatic Services Agreement for Northwest Ponds with Lake Pros

10. Staff Reports

- A. Attorney
- B. Engineer
- C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Approval of Fiscal Year 2027 Meeting Schedule

11. Other Business

12. Supervisors Requests

13. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

Jeremy LeBrun

Jeremy LeBrun
District Manager
Enclosures

MINUTES

**MINUTES OF MEETING
LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Landings Community Development District was held Tuesday, **July 17, 2026** at 11:30 a.m. at the Hilton Garden Inn Palm Coast, 55 Town Center Boulevard, Palm Coast, Florida.

Present and constituting a quorum:

Bill Fife
Toby Tobin
Greg Eckley

Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Jeremy LeBrun
Daniel Welch *by phone*
Rich Gray

District Manager, GMS
District Engineer
GMS

FIRST ORDER OF BUSINESS

Roll Call

Mr. LeBrun called the meeting to order and called the roll. Three Board members were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. LeBrun noted there were no members of the public present.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the April 17, 2026
Meeting**

Mr. LeBrun presented the minutes from the April 17, 2026, Board of Supervisors meeting and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Mr. Tobin, seconded by Mr. Eckley, with all in favor, the Minutes of the April 17, 2026 Meeting, were approved.

FOURTH ORDER OF BUSINESS

Organizational Matters

A. Consideration of Resignation of Walker Douglas and Appointments of Individuals to Fulfill Vacancies the Board Vacancy with a Term Ending November 2026

Mr. LeBrun stated that item number four concerned organizational matters, including the Board's consideration of Walker Douglas's resignation, which had been received by email, and asked whether the Board wanted to accept the resignation.

On MOTION by Mr. Fife, seconded by Mr. Eckley, with all in favor, Accepting the Resignation of Walker, was approved.

Mr. LeBrun stated that following acceptance of Walker Douglas's resignation, there was now an open Board seat. The Board could appoint someone to fill the vacancy at that time if a recommendation was made. The Board nominated Hailey Kiernan to fill the newly vacated seat.

On MOTION by Mr. Fife, seconded by Mr. Tobin, with all in favor, Appointment of Hailey Kiernan to Fulfill Vacancies the Board Vacancy with a Term Ending November 2026, was approved.

B. Administration of Oaths of Office to Newly Appointed Board Member

Mr. LeBrun stated she would be sworn in either when seen in person or before the next meeting.

C. Consideration of Resolution 2026-04 Electing an Assistant Secretary

Mr. LeBrun presented Resolution 2026-04, electing an Assistant Secretary. Since Walker Douglas was no longer serving as Assistant Secretary, he explained that Hailey Kiernan would be added as Assistant Secretary, pending the Board's approval.

On MOTION by Mr. Fife, seconded by Mr. Tobin, with all in favor, Resolution 2026-04 Electing Hailey Kiernan as Assistant Secretary, was approved.

FIFTH ORDER OF BUSINESS**Review and Acceptance of Fiscal Year
2025 Audit Report**

Mr. LeBrun stated that item number five was the review and acceptance of the Fiscal Year 2025 audit report. He noted that the audit was clean and directed Board members to the auditor's letter on page 46 of the PDF, which stated that the District complied in all material respects with the applicable requirements for the fiscal year ending September 30, 2025.

On MOTION by Mr. Fife, seconded by Mr. Eckley, with all in favor
Acceptance of the Fiscal Year 2025 Audit Report, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Proposals for Pond
Aquatic Maintenance**

- A. Annual Waterway Management Service Agreement with Florida Waterways, Inc – Southwest Tract**
- B. . Annual Waterway Management Service Agreement with Florida Waterways, Inc – Northwest Tract**
- C. Monthly Aquatic Services Proposal with Future Horizons – Seminole Trace Southwest Tract**
- D. Monthly Aquatic Services Proposal with Future Horizons – Seminole Trace Northwest Tract**
- E. Lake Maintenance Agreement with Lake Pros – Northwest Tract**
- F. Lake Maintenance Agreement with Lake Pros – Southwest Tract**

Mr. Gray presented proposals for Pond Aquatic Maintenance. He stated that three pond maintenance proposals were received for the Northwest and Southwest tracts, covering 9 Northwest ponds and 14 Southwest ponds. Florida Waterways proposed \$19,260 annually, Future Horizons proposed \$19,680, and Lake Pros proposed \$22,656. A Board member recommended Lake Pros despite the higher cost because of prior positive experience, responsiveness, and local work on nearby projects. Another Board member also supported Lake Pros based on experience using them on multiple projects. The Board noted the proposal was still within budget, approved Lake Pros for both tracts, and directed staff to draft an agreement for execution by the chair or vice chair.

On MOTION by Mr. Tobin, seconded by Mr. Eckley, with all in
favor, the Proposal for Lake Pros as Pond Maintenance Vendor, was
approved.

SEVENTH ORDER OF BUSINESS**Consideration of Proposals for Landscape Maintenance**

- A. Yellowstone Landscape – Northwest Tract**
- B. Yellowstone Landscape – Southwest Tract**
- C. Verdego Landscape – Southwest Track**
- D. Verdego Landscape – Northwest Track**
- E. Brightview Landscape Services**

Mr. Gray reviewed three annual bids: Yellowstone at \$37,920, BrightView at \$33,144, and Vertigo at \$99,905. He explained the work would include mowing, maintenance, edging, and detail work as needed, and recommended Yellowstone based on prior working experience, responsiveness, employee training, staffing, and current maintenance work at the Landings entryway. Mr. Fife also supported Yellowstone, noting positive results in the area, while BrightView had not been used locally and Vertigo appeared over budget.

On MOTION by Mr. Tobin, seconded by Mr. Eckley, with all in favor, the Proposal for Yellowstone as Pond Landscape Vendor, was approved.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. Sullivan had nothing to report.

B. Engineer

Mr. Welch stated that Phase 5B construction is ongoing and may come up again in a couple of months. When asked about the timeline for vertical construction, he stated the amenity is getting ready to go vertical, with most civil work completed and only a few small items remaining. For the homes, he noted they are preparing lots and that the builders appear to have what they need in place, though he did not have the exact takedown or funding timeline. Mr. Fife added that the amenity style will be the same as the one at Seminole Palms, essentially using the same building concept.

C. District Manager's Report**i. Approval of Check Register (April 1st– June 30th)**

Mr. LeBrun stated that the check register covered April 1 through June 30. The general fund included checks 89 through 97, totaling \$185,294.60. He noted that the line-by-line register followed and offered to answer any questions.

On MOTION by Mr. Fife, seconded by Mr. Eckley, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Mr. LeBrun presented the balance sheet and the income statement. He indicated that those were the unaudited financials. No action is required.

iii. Update Fiscal Year 2027 Proposed Budget

Mr. LeBrun presented the Fiscal Year 2027 Budget. He stated that the updated fiscal year 2027 proposed budget was included for the Board's review, with formal adoption scheduled for the August meeting. The materials included the narrative, various tables, and the amortization schedule. He asked if there were any questions; Mr. Fife stated he was good at that time.

On MOTION by Mr. Fife, seconded by Mr. Eckley, with all in favor, the Fiscal Year 2027 Proposed Budget, was approved.

NINTH ORDER OF BUSINESS**Other Business**

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS**Supervisors Requests**

There being no comments, the next item followed.

ELEVETH ORDER OF BUSINESS**Adjournment**

Mr. LeBrun adjourned the meeting.

On MOTION by Mr. Fife, seconded by Mr. Eckley with all in favor,
the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

SECTION A

RESOLUTION 2026-05

THE ANNUAL APPROPRIATION RESOLUTION OF THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2026 submitted to the Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Landings Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget (the “Proposed Budget”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set August 21, 2026, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LANDINGS COMMUNITY DEVELOPMENT DISTRICT;

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Manager and

at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. That the District Manager's Proposed Budget, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2026 and/or revised projections for Fiscal Year 2027.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for Landings Community Development District for the Fiscal Year Ending September 30, 2027", as adopted by the Board of Supervisors on August 21, 2026.
- d. The final adopted budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Landings Community Development District, for the fiscal year beginning October 1, 2026, and ending September 30, 2027, the sum of \$_____ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
TOTAL DEBT SERVICE FUND – SERIES 2024	\$_____
TOTAL DEBT SERVICE FUND – SERIES 2025	\$_____
TOTAL ALL FUNDS	\$_____

Section 3. Budget Amendments

Pursuant to Section 189.016, Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption.

Section 4. Effective Date.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21ST DAY OF AUGUST, 2026.

ATTEST:

**BOARD OF SUPERVISORS OF THE
LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By:_____

Its:_____

Landings
Community Development District

Approved Proposed Budget
FY2027



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Landings

Community Development District

Approved Budget

General Fund

Description	Adopted Budget FY2026	Actuals Thru 7/31/26	Projected Next 2 Months	Projected Thru 9/30/26	Approved Budget FY2027
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Revenues

Assessments Direct - Administrative Only	\$ 75,320	\$ 75,319	\$ -	\$ 75,319	\$ 22,320
Assessments - Tax Collector	\$ 51,440	\$ 51,484	\$ -	\$ 51,440	\$ 312,201
Assessments - Direct	\$ 93,578	\$ 93,579	\$ -	\$ 93,578	\$ 145,634
Interest SBA	\$ -	\$ 5	\$ 15	\$ 20	\$ -
Total Revenues	\$ 220,338	\$ 220,387	\$ 15	\$ 220,357	\$ 480,156

Expenditures

General & Administrative

Supervisor Fees	\$ 12,000	\$ 1,000	\$ 600	\$ 1,600	\$ 12,000
FICA Expenses	\$ 918	\$ 77	\$ 90	\$ 167	\$ 918
Engineering	\$ 15,000	\$ -	\$ 7,500	\$ 7,500	\$ 15,000
Attorney	\$ 25,000	\$ 3,907	\$ 12,500	\$ 16,407	\$ 25,000
Annual Audit	\$ 6,000	\$ 6,200	\$ -	\$ 6,200	\$ 6,000
Assessment Administration	\$ 5,408	\$ -	\$ -	\$ -	\$ 5,570
Arbitrage	\$ 900	\$ -	\$ -	\$ -	\$ 900
Dissemination	\$ 6,180	\$ 5,150	\$ 1,030	\$ 6,180	\$ 6,365
Trustee Fees	\$ 8,040	\$ 3,185	\$ -	\$ 3,185	\$ 8,040
Management Fees	\$ 43,775	\$ 36,479	\$ 7,296	\$ 43,775	\$ 45,088
Information Technology	\$ 1,947	\$ 1,623	\$ 324	\$ 1,947	\$ 2,005
Website Maintenance	\$ 1,298	\$ 1,082	\$ 216	\$ 1,298	\$ 1,337
Telephone	\$ 300	\$ -	\$ 150	\$ 150	\$ 300
Postage & Delivery	\$ 1,000	\$ 211	\$ 250	\$ 461	\$ 1,000
Insurance	\$ 6,613	\$ 5,732	\$ -	\$ 5,732	\$ 7,605
Copies	\$ 500	\$ 37	\$ 250	\$ 287	\$ 500
Legal Advertising	\$ 10,000	\$ -	\$ 5,000	\$ 5,000	\$ 10,000
Contingency	\$ 2,500	\$ 610	\$ 1,000	\$ 1,610	\$ 2,500
Office Supplies	\$ 625	\$ 1	\$ 325	\$ 326	\$ 625
Travel Per Diem	\$ 660	\$ -	\$ -	\$ -	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total General & Administrative	\$ 148,838	\$ 65,469	\$ 36,531	\$ 102,000	\$ 151,589

Operations & Maintenance

Field Expenditures

Field Management	\$ 7,500	\$ 5,000	\$ 1,000	\$ 6,000	\$ 20,000
Landscape Maintenance	\$ 50,000	\$ -	\$ -	\$ -	\$ 60,000
Lake Maintenance	\$ 10,000	\$ -	\$ -	\$ -	\$ 35,000
Repairs & Maintenance	\$ -	\$ 272	\$ -	\$ 272	\$ 10,000
Contingency	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000
Total Operations & Maintenance	\$ 71,500	\$ 5,272	\$ 1,000	\$ 6,272	\$ 129,000

Amenity Expenditures

Amenity Management Staffing	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Amenity Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 40,000

Amenity - Electric	\$	-	\$	-	\$	-	\$	-	\$	13,333
Amenity - Water	\$	-	\$	-	\$	-	\$	-	\$	33,333
Dues, License, Permits	\$	-	\$	-	\$	-	\$	-	\$	400
Cable, Internet, Phone	\$	-	\$	-	\$	-	\$	-	\$	4,667
Fitness Equipment Lease	\$	-	\$	-	\$	-	\$	-	\$	12,000
Pest Control	\$	-	\$	-	\$	-	\$	-	\$	833
Janitorial Services	\$	-	\$	-	\$	-	\$	-	\$	15,333
Pool Maintenance	\$	-	\$	-	\$	-	\$	-	\$	14,000
Access Control	\$	-	\$	-	\$	-	\$	-	\$	3,000
Amenity Repairs & Maintenance	\$	-	\$	-	\$	-	\$	-	\$	10,000
Refuse	\$	-	\$	-	\$	-	\$	-	\$	2,667
Special Events	\$	-	\$	-	\$	-	\$	-	\$	3,333
Holiday Decorations	\$	-	\$	-	\$	-	\$	-	\$	3,333
Contingency	\$	-	\$	-	\$	-	\$	-	\$	3,333

Subtotal Amenity Expenditures	\$	-	\$	-	\$	-	\$	-	\$	\$199,567
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Total Amenity & Field Expenditures	\$	71,500	\$	5,272	\$	1,000	\$	6,272	\$	\$328,567
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Total Expenditures	\$	220,338	\$	70,741	\$	37,531	\$	108,272	\$	\$480,156
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Excess Revenues/(Expenditures)	\$	-	\$	149,646	\$	(36,516)	\$	118,357	\$	-
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Type	Units	ERU	Total ERUs	Net Annual Assessments	Net Per Unit	Gross Per Unit
Villa 40'	104	0.80	83.20	\$ 46,318	\$ 445.37	\$ 473.79
Single Family 50'	366	1.00	366.00	\$ 203,755	\$ 556.71	\$ 592.24
Single Family 60'	311	1.20	373.20	\$ 207,763	\$ 668.05	\$ 710.69
Unplatted	132	0.30	40.09	\$ 22,320	\$ 169.09	\$ 179.89
Total	913		862.49	\$ 480,156		

Landings

Community Development District

General Fund Budget

Revenues:

Assessments Direct - Administrative

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the administrative operating expenditures during the fiscal year.

Assessments – Tax Collector

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

Assessments Direct

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the operations and maintenance expenditures during the fiscal year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g., attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Chiumento Law, PLLC, provides general legal services to the District, e.g., attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Landings

Community Development District

General Fund Budget

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon bond issuance.

Series 2024	\$3,182.70
Series 2025	\$3,182.70

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services-Central Florida, LLC, provides these services.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services-Central Florida, LLC, provides these services.

Telephone

Represents cost for telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Landings

Community Development District

General Fund Budget

Copies

Printing agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Expenses

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Lake Maintenance

Represents the estimated maintenance of the lake within the common areas of the District.

Landings

Community Development District

General Fund Budget

Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Amenity Management Staffing

Represents compensation for the Amenity Center staff which provides funds for employee benefits.

Amenity Landscape Replacement

Represents replacement of any amenity center landscaping.

Property Insurance

The District's property and casualty insurance coverages.

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity – Water

Represents estimated water charges for the District's amenity facilities.

Dues, License, Permits

Any cost incurred for Permits and Licenses.

Cable, Internet, Phone

Cable, Internet and phone service will be added for use at the Amenity Center.

Fitness Equipment Lease

Represents the cost to lease the fitness equipment in the amenity center gym.

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents costs to provide janitorial services and supplies for the District's amenity facilities.

Landings

Community Development District

General Fund Budget

Pool Maintenance

Represents the costs of regular cleaning and treatments of the District's pool.

Access Control

Represents the costs of access cards and operating the access card system.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Refuse

Represents estimated costs for trash services of the District's amenity facilities.

Special Events

The Facilities Manager will coordinate and provide various activities throughout the year. The amount represents the cost of supplies, notice of events, etc.

Holiday Decorations

The District will incur costs to related to the decoration of common areas during the Holidays.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Landings

Community Development District

Approved Budget

Debt Service Fund Budget - Special Assessment Bonds, Series 2024 North Tract

Description	Adopted Budget FY2026	Actuals Thru 7/31/26	Projected Next 2 Months	Projected Thru 9/30/26	Approved Budget FY 2027
<u>REVENUES:</u>					
Special Assessments	\$ 490,975	\$ 491,122	\$ -	\$ 491,122	\$ 490,975
Interest Earnings	\$ 15,000	\$ 21,383	\$ 4,277	\$ 25,660	\$ 15,000
Carry Forward Surplus	\$ 245,166	\$ 218,731	\$ -	\$ 218,731	\$ 227,935
TOTAL REVENUES	\$ 751,141	\$ 731,236	\$ 4,277	\$ 735,513	\$ 733,910
<u>EXPENDITURES:</u>					
Interfund Transfer Out	\$ 5,000	\$ 14,835	\$ 2,967	\$ 17,802	\$ 5,000
Interest - 11/1	\$ 197,388	\$ 197,388	\$ -	\$ 197,388	\$ 195,013
Interest - 5/1	\$ 197,388	\$ 197,388	\$ -	\$ 197,388	\$ 195,013
Principal - 5/1	\$ 95,000	\$ 95,000	\$ -	\$ 95,000	\$ 100,000
TOTAL EXPENDITURES	\$ 489,776	\$ 504,611	\$ 2,967	\$ 507,578	\$ 495,025
EXCESS REVENUES (EXPENDITURES)	\$ 261,365	\$ 226,625	\$ 1,310	\$ 227,935	\$ 238,885

Interest Due 11/1/27 \$192,513

Product	Assessable Units	Maximum Annual Debt Service	Net Per Unit	Gross Per Unit
Villa 40'	104	\$ 97,753	\$ 939.93	\$ 999.93
Single Family - 50'	135	\$ 158,614	\$ 1,174.92	\$ 1,249.91
Single Family - 60'	156	\$ 234,608	\$ 1,503.90	\$ 1,599.89
Total	395	\$ 490,975		

Landings

Community Development District

AMORTIZATION SCHEDULE

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/24	7,020,000	5.000%		137,075	137,074.65
05/01/25	7,020,000	5.000%	-	197,388	
11/01/25	7,020,000	5.000%		197,388	394,775.00
05/01/26	7,020,000	5.000%	95,000	197,388	
11/01/26	6,925,000	5.000%		195,013	487,400.00
05/01/27	6,925,000	5.000%	100,000	195,013	
11/01/27	6,825,000	5.000%		192,513	487,525.00
05/01/28	6,825,000	5.000%	105,000	192,513	
11/01/28	6,720,000	5.000%		189,888	487,400.00
05/01/29	6,720,000	5.000%	110,000	189,888	
11/01/29	6,610,000	5.000%		187,138	487,025.00
05/01/30	6,610,000	5.000%	115,000	187,138	
11/01/30	6,495,000	5.000%		184,263	486,400.00
05/01/31	6,495,000	5.000%	125,000	184,263	
11/01/31	6,370,000	5.000%		181,138	490,400.00
05/01/32	6,370,000	5.500%	130,000	181,138	
11/01/32	6,240,000	5.500%		177,563	488,700.00
05/01/33	6,240,000	5.500%	135,000	177,563	
11/01/33	6,105,000	5.500%		173,850	486,412.50
05/01/34	6,105,000	5.500%	145,000	173,850	
11/01/34	5,960,000	5.500%		169,863	488,712.50
05/01/35	5,960,000	5.500%	155,000	169,863	
11/01/35	5,805,000	5.500%		165,600	490,462.50
05/01/36	5,805,000	5.500%	160,000	165,600	
11/01/36	5,645,000	5.500%		161,200	486,800.00
05/01/37	5,645,000	5.500%	170,000	161,200	
11/01/37	5,475,000	5.500%		156,525	487,725.00
05/01/38	5,475,000	5.500%	180,000	156,525	
11/01/38	5,295,000	5.500%		151,575	488,100.00
05/01/39	5,295,000	5.500%	190,000	151,575	
11/01/39	5,105,000	5.500%		146,350	487,925.00
05/01/40	5,105,000	5.500%	200,000	146,350	
11/01/40	4,905,000	5.500%		140,850	487,200.00
05/01/41	4,905,000	5.500%	215,000	140,850	
11/01/41	4,690,000	5.500%		134,938	490,787.50

Landings

Community Development District

AMORTIZATION SCHEDULE

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
05/01/42	4,690,000	5.500%	225,000	134,938	
11/01/42	4,465,000	5.500%		128,750	488,687.50
05/01/43	4,465,000	5.500%	240,000	128,750	
11/01/43	4,225,000	5.500%		122,150	490,900.00
05/01/44	4,225,000	5.500%	250,000	122,150	
11/01/44	3,975,000	5.500%		115,275	487,425.00
05/01/45	3,975,000	5.800%	265,000	115,275	
11/01/45	3,710,000	5.800%		107,590	487,865.00
05/01/46	3,710,000	5.800%	280,000	107,590	
11/01/46	3,430,000	5.800%		99,470	487,060.00
05/01/47	3,430,000	5.800%	300,000	99,470	
11/01/47	3,130,000	5.800%		90,770	490,240.00
05/01/48	3,130,000	5.800%	315,000	90,770	
11/01/48	2,815,000	5.800%		81,635	487,405.00
05/01/49	2,815,000	5.800%	335,000	81,635	
11/01/49	2,480,000	5.800%		71,920	488,555.00
05/01/50	2,480,000	5.800%	355,000	71,920	
11/01/50	2,125,000	5.800%		61,625	488,545.00
05/01/51	2,125,000	5.800%	375,000	61,625	
11/01/51	1,750,000	5.800%		50,750	487,375.00
05/01/52	1,750,000	5.800%	400,000	50,750	
11/01/52	1,350,000	5.800%		39,150	489,900.00
05/01/53	1,350,000	5.800%	425,000	39,150	
11/01/53	925,000	5.800%		26,825	490,975.00
05/01/54	925,000	5.800%	450,000	26,825	
11/01/54	475,000	5.800%		13,775	490,600.00
05/01/55	475,000	5.800%	475,000	13,775	
					488,775.00
Total			\$ 7,020,000	\$ 8,165,132	\$ 15,185,132

Landings

Community Development District

Approved Budget

Debt Service Fund Budget - Special Assessment Bonds, Series 2025 SW Tract

Description	Adopted Budget FY2026	Actuals Thru 7/31/26	Projected Next 2 Months	Projected Thru 9/30/26	Approved Budget FY 2027
<u>REVENUES:</u>					
Special Assessments	\$ 432,600	\$ 324,450	\$ 108,150	\$ 432,600	\$ 432,600
Interest Earnings	\$ 15,000	\$ 16,102	\$ 3,220	\$ 19,322	\$ 15,000
Carry Forward Surplus	\$ 972	\$ 121,769	\$ -	\$ 121,769	\$ 193,876
TOTAL REVENUES	\$ 448,572	\$ 462,321	\$ 111,370	\$ 573,691	\$ 641,476
<u>EXPENDITURES:</u>					
Interfund Transfer Out	\$ 5,000	\$ 13,071	\$ 2,614	\$ 15,685	\$ 5,000
Interest - 11/1	\$ 120,826	\$ 120,826	\$ -	\$ 120,826	\$ 171,949
Interest - 5/1	\$ 173,989	\$ 173,989	\$ -	\$ 173,989	\$ 171,949
Principal - 5/1	\$ 85,000	\$ 85,000	\$ -	\$ 85,000	\$ 90,000
TOTAL EXPENDITURES	\$ 379,815	\$ 392,886	\$ -	\$ 379,815	\$ 433,898
EXCESS REVENUES (EXPENDITURES)	\$ 68,757	\$ 69,435	\$ 111,370	\$ 193,876	\$ 207,579

Interest Due 11/1/27 \$169,789

Product	Assessable Units	Maximum Annual Debt Service	Net Per Unit	Gross Per Unit
Single Family - 50'	170	\$ 255,000	\$ 1,500.00	\$ 1,595.74
Single Family - 60'	111	\$ 177,600	\$ 1,600.00	\$ 1,702.13
Total	281	\$ 432,600		

Landings

Community Development District

AMORTIZATION SCHEDULE

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/25	6,085,000	5.000%		120,826	120,825.52
05/01/26	6,085,000	5.000%	85,000	173,989	
11/01/26	6,000,000	5.000%		171,949	430,937.50
05/01/27	6,000,000	5.000%	90,000	171,949	
11/01/27	5,910,000	5.000%		169,789	431,737.50
05/01/28	5,910,000	5.000%	95,000	169,789	
11/01/28	5,815,000	5.000%		167,509	432,297.50
05/01/29	5,815,000	5.000%	95,000	167,509	
11/01/29	5,720,000	5.000%		165,229	427,737.50
05/01/30	5,720,000	5.000%	100,000	165,229	
11/01/30	5,620,000	5.000%		162,829	428,057.50
05/01/31	5,620,000	5.000%	105,000	162,829	
11/01/31	5,515,000	5.000%		160,309	428,137.50
05/01/32	5,515,000	5.500%	110,000	160,309	
11/01/32	5,405,000	5.500%		157,669	427,977.50
05/01/33	5,405,000	5.500%	120,000	157,669	
11/01/33	5,285,000	5.500%		154,789	432,457.50
05/01/34	5,285,000	5.500%	125,000	154,789	
11/01/34	5,160,000	5.500%		151,789	431,577.50
05/01/35	5,160,000	5.500%	130,000	151,789	
11/01/35	5,030,000	5.500%		148,669	430,457.50
05/01/36	5,030,000	5.500%	135,000	148,669	
11/01/36	4,895,000	5.500%		144,788	428,456.25
05/01/37	4,895,000	5.500%	145,000	144,788	
11/01/37	4,750,000	5.500%		140,619	430,406.25
05/01/38	4,750,000	5.500%	155,000	140,619	
11/01/38	4,595,000	5.500%		136,163	431,781.25
05/01/39	4,595,000	5.500%	160,000	136,163	
11/01/39	4,435,000	5.500%		131,563	427,725.00
05/01/40	4,435,000	5.500%	170,000	131,563	
11/01/40	4,265,000	5.500%		126,675	428,237.50

Landings

Community Development District

AMORTIZATION SCHEDULE

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
05/01/41	4,265,000	5.500%	180,000	126,675	
11/01/41	4,085,000	5.500%		121,500	428,175.00
05/01/42	4,085,000	5.500%	190,000	121,500	
11/01/42	3,895,000	5.500%		116,038	427,537.50
05/01/43	3,895,000	5.500%	205,000	116,038	
11/01/43	3,690,000	5.500%		110,144	431,181.25
05/01/44	3,690,000	5.500%	215,000	110,144	
11/01/44	3,475,000	5.500%		103,963	429,106.25
05/01/45	3,475,000	5.800%	230,000	103,963	
11/01/45	3,245,000	5.800%		97,350	431,312.50
05/01/46	3,245,000	5.800%	245,000	97,350	
11/01/46	3,000,000	5.800%		90,000	432,350.00
05/01/47	3,000,000	5.800%	260,000	90,000	
11/01/47	2,740,000	5.800%		82,200	432,200.00
05/01/48	2,740,000	5.800%	275,000	82,200	
11/01/48	2,465,000	5.800%		73,950	431,150.00
05/01/49	2,465,000	5.800%	290,000	73,950	
11/01/49	2,175,000	5.800%		65,250	429,200.00
05/01/50	2,175,000	5.800%	310,000	65,250	
11/01/50	1,865,000	5.800%		55,950	431,200.00
05/01/51	1,865,000	5.800%	330,000	55,950	
11/01/51	1,535,000	5.800%		46,050	432,000.00
05/01/52	1,535,000	5.800%	350,000	46,050	
11/01/52	1,185,000	5.800%		35,550	431,600.00
05/01/53	1,185,000	5.800%	370,000	35,550	
11/01/53	815,000	5.800%		24,450	430,000.00
05/01/54	815,000	5.800%	395,000	24,450	
11/01/54	420,000	5.800%		12,600	432,050.00
05/01/55	420,000	5.800%	420,000	12,600	
					432,600.00
Total			\$ 6,085,000	\$ 6,945,469	\$ 13,030,469

Landings

Community Development District

Approved Budget

Assessment Summary Chart

Current Year

Type	Units	General	Debt Service	Debt Service	Future Bonds	Total
		O&M	Series 2024	Series 2025		Per Unit
		Gross Per Unit	Gross Per Unit	Gross Per Unit		
Villa 40'	104	\$ 473.79	\$ 999.93	\$ -	\$ -	1,473.72
Single Family 50'	135	\$ 592.24	\$ 1,249.91	\$ -	\$ -	1,842.15
Single Family 60'	156	\$ 710.69	\$ 1,599.89	\$ -	\$ -	2,310.58
Single Family 50'	170	\$ 592.24	\$ -	\$ 1,595.74	\$ -	2,187.99
Single Family 60'	111	\$ 710.69	\$ -	\$ 1,702.13	\$ -	2,412.82
Single Family 50'	61	\$ 592.24	\$ -	\$ -	\$ -	592.24
Single Family 60'	44	\$ 710.69	\$ -	\$ -	\$ -	710.69
Unplatted	132	\$ 179.89	\$ -	\$ -	\$ -	179.89
Total	913					

Prior Year

Type	Units	General	Debt Service	Debt Service	Future Bonds	Total
		O&M	Series 2024	Series 2025		Per Unit
		Gross Per Unit	Gross Per Unit	Gross Per Unit		
Villa 40'	104	\$ 304.44	\$ 999.93	\$ -	\$ -	1,304.37
Single Family 50'	135	\$ 380.55	\$ 1,249.91	\$ -	\$ -	1,630.46
Single Family 60'	156	\$ 456.66	\$ 1,599.89	\$ -	\$ -	2,056.55
Single Family 50'	170	\$ 380.55	\$ -	\$ 1,595.74	\$ -	1,976.29
Single Family 60'	111	\$ 456.66	\$ -	\$ 1,702.13	\$ -	2,158.79
Single Family 50'	0	\$ -	\$ -	\$ -	\$ -	-
Single Family 60'	0	\$ -	\$ -	\$ -	\$ -	-
Unplatted	135	\$ 192.61	\$ -	\$ -	\$ -	192.61
Total	811					

Increase (Decrease)

Type	Units	General	Debt Service	Debt Service	Future Bonds	Total
		O&M	Series 2024	Series 2025		Per Unit
		Gross Per Unit	Gross Per Unit	Gross Per Unit		
Villa 40'	104	\$ 169.35	\$ -	\$ -	\$ -	169.35
Single Family 50'	135	\$ 211.69	\$ -	\$ -	\$ -	211.69
Single Family 60'	156	\$ 254.03	\$ -	\$ -	\$ -	254.03
Single Family 50'	170	\$ 211.69	\$ -	\$ -	\$ -	211.69
Single Family 60'	111	\$ 254.03	\$ -	\$ -	\$ -	254.03
Single Family 50'	61	\$ 592.24	\$ -	\$ -	\$ -	592.24
Single Family 60'	44	\$ 710.69	\$ -	\$ -	\$ -	710.69
Unplatted	132	\$ (12.72)	\$ -	\$ -	\$ -	(12.72)
Total	913					

SECTION B

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2026/2027; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Landings Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in City of Palm Coast, Flagler County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2026 and ending September 30, 2027 (“**Fiscal Year 2026/2027**”), attached hereto as **Exhibit “A,”** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2026/2027; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**
- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect

Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2026; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2026, 25% due no later than February 1, 2027 and 25% due no later than May 1, 2027. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2026/2027, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 21th day of August, 2026.

ATTEST:

**LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By:_____

Its:_____

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Landings CDD
FY 27 Assessment Roll

GEO ID	Units	FY 27 O&M	2024 Debt	2025 Debt	Total
19-12-31-0650-000C0-0030					\$0.00
20-12-31-0650-000A0-0022					\$0.00
20-12-31-0650-000A0-0024					\$0.00
29-12-31-0000-01010-0010					\$0.00
29-12-31-0000-01010-0021					\$0.00
29-12-31-0000-01010-0025					\$0.00
29-12-31-0000-01010-0027					\$0.00
29-12-31-0000-01010-0028					\$0.00
29-12-31-0000-01010-0029					\$0.00
29-12-31-0000-01010-0040					\$0.00
29-12-31-2965-00000-0010	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-0020	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-0030	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-0040	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-0050	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-0060	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-0070	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-0080	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-0090	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-00A0		\$0.00			\$0.00
29-12-31-2965-00000-00A1		\$0.00			\$0.00
29-12-31-2965-00000-00B0		\$0.00			\$0.00
29-12-31-2965-00000-00C0		\$0.00			\$0.00
29-12-31-2965-00000-00D0		\$0.00			\$0.00
29-12-31-2965-00000-00E0		\$0.00			\$0.00
29-12-31-2965-00000-00F0		\$0.00			\$0.00
29-12-31-2965-00000-00G0		\$0.00			\$0.00
29-12-31-2965-00000-00H0		\$0.00			\$0.00
29-12-31-2965-00000-00I0		\$0.00			\$0.00
29-12-31-2965-00000-00J0		\$0.00			\$0.00
29-12-31-2965-00000-00K0		\$0.00			\$0.00
29-12-31-2965-00000-00L0		\$0.00			\$0.00
29-12-31-2965-00000-00M0		\$0.00			\$0.00
29-12-31-2965-00000-00N0		\$0.00			\$0.00
29-12-31-2965-00000-0100	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-0110	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-0120	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-0130	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-0140	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-0150	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-0160	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-1710	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-1720	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-1730	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-1740	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-1750	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-1900	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-1910	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-1920	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-1930	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2280	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2290	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2300	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2310	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2320	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2330	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2340	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2350	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2360	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2370	1	\$473.79	\$999.93		\$1,473.72

GEO ID	Units	FY 27 O&M	2024 Debt	2025 Debt	Total
29-12-31-2965-00000-2380	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2390	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2400	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2410	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2420	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2430	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2440	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2450	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2460	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2470	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2480	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2490	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2500	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2510	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2520	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2530	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2540	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2550	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2560	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2570	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2580	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2590	1	\$473.79	\$999.93		\$1,473.72
29-12-31-2965-00000-2600	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2610	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2620	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2630	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2640	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2650	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2660	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2670	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2680	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2690	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2700	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2710	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2720	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2730	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2740	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2750	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2760	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2770	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2780	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2790	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2800	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2810	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2820	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2830	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2840	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-2850	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-2860	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-2870	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-2880	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-2890	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-2900	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-2910	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-2920	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-2930	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-2940	1	\$710.69	\$1,599.89		\$2,310.58
29-12-31-2965-00000-3460	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-3470	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-3480	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-3490	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-3500	1	\$592.24	\$1,249.91		\$1,842.15
29-12-31-2965-00000-3510	1	\$592.24	\$1,249.91		\$1,842.15

[illegible]

GEO ID	Units	FY 27 O&M	2024 Debt	2025 Debt	Total
29-12-31-5567-00000-00J0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00K0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00L0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00M0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00N0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00O0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00P0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00Q0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00R0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00S0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00T0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00U0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00V0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00W0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00X0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00Y0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-00Z0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-0100	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0110	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0120	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0130	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0140	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0150	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0160	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0170	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0180	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0190	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0200	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0210	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0220	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0230	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0240	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0250	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0260	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0270	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0280	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0290	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0300	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0310	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0320	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0330	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0340	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0350	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0360	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0370	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0380	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0390	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0400	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0410	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0420	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0430	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0440	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0450	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0460	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0470	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0480	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0490	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0500	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0510	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0520	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0530	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0540	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0550	1	\$592.24		\$1,595.74	\$2,187.98

GEO ID	Units	FY 27 O&M	2024 Debt	2025 Debt	Total
29-12-31-5567-00000-0560	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0570	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0580	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0590	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0600	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0610	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0620	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0630	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0640	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0650	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0660	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0670	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0680	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0690	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0700	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0710	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0720	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0730	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0740	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0750	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0760	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0770	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0780	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0790	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0800	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0810	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0820	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0830	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0840	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0850	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0860	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0870	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0880	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0890	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0900	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0910	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0920	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0930	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-0940	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0950	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0960	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0970	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0980	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0990	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-0AA0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-0BB0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-0CC0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-0DD0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-0EE0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-0FF0		\$0.00		\$0.00	\$0.00
29-12-31-5567-00000-1000	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1010	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1020	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1030	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1040	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1050	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1060	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1070	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1080	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1090	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1100	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1110	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1120	1	\$592.24		\$1,595.74	\$2,187.98

GEO ID	Units	FY 27 O&M	2024 Debt	2025 Debt	Total
29-12-31-5567-00000-1130	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1140	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1150	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1160	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1170	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1180	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1190	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1200	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1210	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1220	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1230	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1240	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1250	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1260	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1270	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1280	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1290	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1300	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1310	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1320	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1330	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1340	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1350	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1360	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1370	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1380	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1390	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1400	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1410	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1420	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1430	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1440	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1450	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1460	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1470	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1480	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1490	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1500	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1510	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1520	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1530	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1540	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1550	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1560	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1570	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1580	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1590	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1600	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1610	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1620	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1630	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1640	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1650	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1660	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1670	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1680	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1690	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1700	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1710	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1720	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1730	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1740	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1750	1	\$710.69		\$1,702.13	\$2,412.82

GEO ID	Units	FY 27 O&M	2024 Debt	2025 Debt	Total
29-12-31-5567-00000-1760	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1770	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1780	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1790	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1800	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1810	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1820	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1830	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1840	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1850	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1860	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1870	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1880	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1890	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1900	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1910	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1920	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1930	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1940	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1950	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1960	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-1970	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1980	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-1990	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2000	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2010	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2020	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2030	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2040	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2050	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2060	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2070	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2080	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2090	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2100	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2110	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2120	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2130	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2140	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2150	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2160	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2170	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2180	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2190	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2200	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2210	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2220	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-2230	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2240	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2250	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2260	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2270	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2280	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2290	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2300	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2310	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2320	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2330	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2340	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2350	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2360	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2370	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2380	1	\$592.24		\$1,595.74	\$2,187.98

GEO ID	Units	FY 27 O&M	2024 Debt	2025 Debt	Total
29-12-31-5567-00000-2390	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2400	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2410	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2420	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2430	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2440	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2450	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2460	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2470	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2480	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2490	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2500	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2510	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2520	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2530	1	\$710.69			\$710.69
29-12-31-5567-00000-2540	1	\$592.24			\$592.24
29-12-31-5567-00000-2550	1	\$592.24			\$592.24
29-12-31-5567-00000-2560	1	\$592.24			\$592.24
29-12-31-5567-00000-2570	1	\$592.24			\$592.24
29-12-31-5567-00000-2580	1	\$592.24			\$592.24
29-12-31-5567-00000-2590	1	\$592.24			\$592.24
29-12-31-5567-00000-2600	1	\$592.24			\$592.24
29-12-31-5567-00000-2610	1	\$710.69			\$710.69
29-12-31-5567-00000-2620	1	\$592.24			\$592.24
29-12-31-5567-00000-2630	1	\$592.24			\$592.24
29-12-31-5567-00000-2640	1	\$592.24			\$592.24
29-12-31-5567-00000-2650	1	\$592.24			\$592.24
29-12-31-5567-00000-2660	1	\$592.24			\$592.24
29-12-31-5567-00000-2670	1	\$592.24			\$592.24
29-12-31-5567-00000-2680	1	\$592.24			\$592.24
29-12-31-5567-00000-2690	1	\$592.24			\$592.24
29-12-31-5567-00000-2700	1	\$592.24			\$592.24
29-12-31-5567-00000-2710	1	\$592.24			\$592.24
29-12-31-5567-00000-2720	1	\$592.24			\$592.24
29-12-31-5567-00000-2730	1	\$592.24			\$592.24
29-12-31-5567-00000-2740	1	\$592.24			\$592.24
29-12-31-5567-00000-2750	1	\$592.24			\$592.24
29-12-31-5567-00000-2760	1	\$592.24			\$592.24
29-12-31-5567-00000-2770	1	\$592.24			\$592.24
29-12-31-5567-00000-2780	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2790	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2800	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2810	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-2820	1	\$592.24			\$592.24
29-12-31-5567-00000-2830	1	\$592.24			\$592.24
29-12-31-5567-00000-2840	1	\$592.24			\$592.24
29-12-31-5567-00000-2850	1	\$592.24			\$592.24
29-12-31-5567-00000-2860	1	\$592.24			\$592.24
29-12-31-5567-00000-2870	1	\$592.24			\$592.24
29-12-31-5567-00000-2880	1	\$592.24			\$592.24
29-12-31-5567-00000-2890	1	\$592.24			\$592.24
29-12-31-5567-00000-2900	1	\$592.24			\$592.24
29-12-31-5567-00000-2910	1	\$592.24			\$592.24
29-12-31-5567-00000-2920	1	\$592.24			\$592.24
29-12-31-5567-00000-2930	1	\$592.24			\$592.24
29-12-31-5567-00000-2940	1	\$592.24			\$592.24
29-12-31-5567-00000-2950	1	\$592.24			\$592.24
29-12-31-5567-00000-2960	1	\$592.24			\$592.24
29-12-31-5567-00000-2970	1	\$592.24			\$592.24
29-12-31-5567-00000-2980	1	\$592.24			\$592.24
29-12-31-5567-00000-2990	1	\$592.24			\$592.24
29-12-31-5567-00000-3000	1	\$592.24			\$592.24
29-12-31-5567-00000-3010	1	\$592.24			\$592.24

GEO ID	Units	FY 27 O&M	2024 Debt	2025 Debt	Total
29-12-31-5567-00000-3020	1	\$592.24			\$592.24
29-12-31-5567-00000-3030	1	\$592.24			\$592.24
29-12-31-5567-00000-3040	1	\$592.24			\$592.24
29-12-31-5567-00000-3050	1	\$592.24			\$592.24
29-12-31-5567-00000-3060	1	\$592.24			\$592.24
29-12-31-5567-00000-3070	1	\$592.24			\$592.24
29-12-31-5567-00000-3080	1	\$592.24			\$592.24
29-12-31-5567-00000-3090	1	\$710.69			\$710.69
29-12-31-5567-00000-3100	1	\$710.69			\$710.69
29-12-31-5567-00000-3110	1	\$710.69			\$710.69
29-12-31-5567-00000-3120	1	\$592.24			\$592.24
29-12-31-5567-00000-3130	1	\$592.24			\$592.24
29-12-31-5567-00000-3140	1	\$592.24			\$592.24
29-12-31-5567-00000-3150	1	\$592.24			\$592.24
29-12-31-5567-00000-3160	1	\$592.24			\$592.24
29-12-31-5567-00000-3170	1	\$710.69			\$710.69
29-12-31-5567-00000-3180	1	\$710.69			\$710.69
29-12-31-5567-00000-3190	1	\$710.69			\$710.69
29-12-31-5567-00000-3200	1	\$710.69			\$710.69
29-12-31-5567-00000-3210	1	\$710.69			\$710.69
29-12-31-5567-00000-3220	1	\$710.69			\$710.69
29-12-31-5567-00000-3230	1	\$710.69			\$710.69
29-12-31-5567-00000-3240	1	\$710.69			\$710.69
29-12-31-5567-00000-3250	1	\$710.69			\$710.69
29-12-31-5567-00000-3260	1	\$710.69			\$710.69
29-12-31-5567-00000-3270	1	\$592.24			\$592.24
29-12-31-5567-00000-3280	1	\$592.24			\$592.24
29-12-31-5567-00000-3290	1	\$592.24			\$592.24
29-12-31-5567-00000-3300	1	\$592.24			\$592.24
29-12-31-5567-00000-3310	1	\$592.24			\$592.24
29-12-31-5567-00000-3320	1	\$710.69			\$710.69
29-12-31-5567-00000-3330	1	\$710.69			\$710.69
29-12-31-5567-00000-3340	1	\$710.69			\$710.69
29-12-31-5567-00000-3350	1	\$592.24			\$592.24
29-12-31-5567-00000-3360	1	\$710.69			\$710.69
29-12-31-5567-00000-3370	1	\$710.69			\$710.69
29-12-31-5567-00000-3380	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-3390	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-3400	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-3410	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-3420	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-3430	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-3440	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-3450	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-3460	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-3470	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-3480	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-3490	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-3500	1	\$592.24		\$1,595.74	\$2,187.98
29-12-31-5567-00000-3510	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-3520	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-3530	1	\$710.69			\$710.69
29-12-31-5567-00000-3540	1	\$710.69			\$710.69
29-12-31-5567-00000-3550	1	\$710.69			\$710.69
29-12-31-5567-00000-3560	1	\$710.69			\$710.69
29-12-31-5567-00000-3570	1	\$710.69			\$710.69
29-12-31-5567-00000-3580	1	\$710.69			\$710.69
29-12-31-5567-00000-3590	1	\$710.69			\$710.69
29-12-31-5567-00000-3600	1	\$710.69			\$710.69
29-12-31-5567-00000-3610	1	\$710.69			\$710.69
29-12-31-5567-00000-3620	1	\$710.69			\$710.69
29-12-31-5567-00000-3630	1	\$710.69			\$710.69
29-12-31-5567-00000-3640	1	\$710.69			\$710.69

GEO ID	Units	FY 27 O&M	2024 Debt	2025 Debt	Total
29-12-31-5567-00000-3650	1	\$710.69			\$710.69
29-12-31-5567-00000-3660	1	\$710.69			\$710.69
29-12-31-5567-00000-3670	1	\$710.69			\$710.69
29-12-31-5567-00000-3680	1	\$710.69			\$710.69
29-12-31-5567-00000-3690	1	\$710.69			\$710.69
29-12-31-5567-00000-3700	1	\$710.69			\$710.69
29-12-31-5567-00000-3710	1	\$710.69			\$710.69
29-12-31-5567-00000-3720	1	\$710.69			\$710.69
29-12-31-5567-00000-3730	1	\$710.69			\$710.69
29-12-31-5567-00000-3740	1	\$710.69			\$710.69
29-12-31-5567-00000-3750	1	\$710.69			\$710.69
29-12-31-5567-00000-3760	1	\$710.69			\$710.69
29-12-31-5567-00000-3770	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-3780	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-3790	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-3800	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-3810	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-3820	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-3830	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-3840	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-3850	1	\$710.69		\$1,702.13	\$2,412.82
29-12-31-5567-00000-3860	1	\$592.24		\$1,595.74	\$2,187.98
30-12-31-0000-01020-0010					
30-12-31-0000-01020-0040					
32-12-31-0650-000B0-0020					
Total Gross Onroll	528	\$332,128.52	\$183,837.04	\$460,212.23	\$976,177.79
Total Net Onroll		\$312,200.81	\$172,806.82	\$432,599.50	\$917,607.12
North Tract Direct Billing					
30-12-31-0000-01020-0010	22.56	\$23,481.51	\$51,300.15	\$0.00	\$74,781.65
29-12-31-0000-01010-0040	39.31	\$40,915.69	\$89,388.69	\$0.00	\$130,304.38
20-12-31-0650-000A0-0024	57.85	\$60,213.00	\$131,547.58	\$0.00	\$191,760.58
29-12-31-0000-01010-0029	29.13	\$30,319.87	\$66,239.95	\$0.00	\$96,559.82
Total Gross North Tract Direct	148.85	\$154,930.07	\$338,476.37	\$0.00	\$493,406.44
Total Net North Tract Direct		\$145,634.27	\$318,167.79	\$0.00	\$463,802.05
Southeast Tract Direct Billing					
29-12-31-0000-01010-0025	44.06	\$14,750.98	\$0.00	\$0.00	\$14,750.98
Total Gross Southeast Tract Direct		\$14,750.98	\$0.00	\$0.00	\$14,750.98
Total Net Southeast Tract Direct		\$13,865.92	\$0.00	\$0.00	\$13,865.92
Southwest Tract Phase 3 Direct Billing					
30-12-31-0000-01020-0040	35.91	\$8,994.50	\$0.00	\$0.00	\$8,994.50
Total Gross Southwest Tract Ph. 3		\$8,994.50	\$0.00	\$0.00	\$8,994.50
Total Net Southwest Tract Ph. 3		\$8,454.83	\$0.00	\$0.00	\$8,454.83
Total Gross Assessments		\$510,804.07	\$522,313.41	\$460,212.23	\$1,493,329.71
Total Net Assessments		\$480,155.83	\$490,974.61	\$432,599.50	\$1,403,729.93

SECTION VI



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

July 29, 2026

Board of Supervisors
Landings Community Development District
219 East Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Landings Community Development District, Flagler County, Florida ("the District") for the fiscal year ended September 30, 2026. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Landings Community Development District as of and for the fiscal year ended September 30, 2026. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2026 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will also issue a management letter as required by Chapter 10.550, Rules of the Auditor General of the State of Florida. As part of our audit, we will apply financial condition assessment procedures pursuant to Section 218.39(5), Florida Statutes, and Rule 10.556(8), Rules of the Auditor General, and will report, as applicable, whether the District met any of the conditions described in Section 218.503(1), Florida Statutes.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your representatives will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession

or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSFCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$6,300 for the September 30, 2026 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2025 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Landings Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Landings Community Development District.

By: _____

Title: _____

Date: _____



Peer Review
Program

Administered in Florida
by the Florida Institute of CPAs

November 18, 2025

Antonio Grau
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431-4403

Dear Antonio Grau:

It is my pleasure to notify you that on November 18, 2025, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
850.224.2727, x5957

cc: Daniel Hevia, David Caplivski

Firm Number: 900004390114

Review Number: 616829

SECTION VII



James E. Gardner Jr., CFA
Flagler County Property Appraiser
Data – Sharing and Usage Agreement

LANDINGS CDD

This Data Sharing and Usage Agreement, hereafter referred to as “Agreement,” establishes the terms and conditions under which the **LANDINGS CDD**, hereafter referred to as **agency**, can acquire and use Flagler County Property Appraiser (FCPA) data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and data files. No owner names, mailing addresses, or official records (OR) book and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser’s website or in data files. In addition, the Flagler County Property Appraiser’s mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.

The confidentiality of personal identifying information including names, mailing address and OR Book and Pages owned by individuals that have received exempt/confidential status, hereinafter referred to as “confidential data”, will be protected as follows:

1. The **agency** will not release “confidential data” that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the “confidential data” in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to “confidential data” is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to “confidential data” is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.

The term of this Agreement shall commence on July 1, 2026, and shall run until June 30, 2027, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew. A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Flagler County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

FLAGLER COUNTY PROPERTY APPRAISER

LANDINGS CDD

Signature: 

Signature: _____

Print: James E. Gardner Jr., CFA

Print: _____

Title: _____

Date: _____

Date: _____

SECTION VIII

SECTION A

Landings Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____

Date:_____

Print Name:_____

Landings Community Development District

District Manager:_____

Date:_____

Print Name:_____

Landings Community Development District

SECTION B

Landings Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____
Print Name: _____
Landings Community Development District

Date: _____

District Manager: _____
Print Name: _____
Landings Community Development District

Date: _____

SECTION IX

SECTION A

LANDSCAPE SERVICES AGREEMENT Southwest Ponds

THIS AGREEMENT (“Agreement”) is made and entered into to be effective as of the full execution of this Agreement:

LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Flagler County, Florida, and having offices at c/o 219 East Livingston Street, Orlando, Florida 32801 (**“District”**); and

YELLOWSTONE LANDSCAPE, INC., a Delaware corporation, whose address is P.O. Box 849, Bunnell, Florida 32110 (**“Contractor,”** and collectively with the District, **“Parties”**).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a “Project Manual,” and determined to make an award of a contract for landscape maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

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

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Service Area Map attached hereto as a part of **EXHIBIT D (“Work”)**. The Contractor agrees that the Service Area Map is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) only upon further written agreement between the parties hereto. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for

coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the attached **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“District Representatives”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Richard Gray, Field Manager, to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner’s associations, any residents,

etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin August 1, 2026 and end 12 (twelve) months thereafter ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement shall annually renew with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor Twenty Three Thousand Four Hundred Dollars (\$23,400.00) per year, in monthly amounts of One Thousand Nine Hundred and Fifty (\$1,950.00). Upon each renewal the Contract Amount will increase by 3% annually. Such compensation covers only the items specified in the Contractor's Proposal ("**Contract Amount**"). All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be

written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.

- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found

to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- (a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- (b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District 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 or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **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 for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and

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

18. **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.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

23. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

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

25. **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.

26. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

27. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor 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, mediation, or appellate proceedings.

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

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

30. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Landings Community Development District
219 East Livingston Street
Orlando, FL 32801
Attn: District Manager

With a copy to: Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: District Counsel

B. If to Contractor: Yellowstone Landscape, Inc.
3235 North State Street
PO Box 849
Bunnell, Florida 32110
Attn: _____

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

to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

32. **CONTROLLING LAW AND 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 legal actions regarding this Agreement shall be Flagler County, Florida.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)571-0010, OR BY EMAIL AT JLEBRUN@GMSCFL.COM, OR BY REGULAR MAIL AT 219 EAST LIVINGSTON, ORLANDO, FLORIDA 32801.

34. **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.

35. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. The District and the Contractor 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.

36. **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 as set forth below.

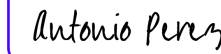
**LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

By: Jeffrey Douglas
Its: president

Date: 2026-08-12

YELLOWSTONE LANDSCAPE, INC.

Signed by:

By: Antonio Perez
Its: Branch Manager

Date: 2026-08-04

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing**
- Exhibit C: Maintenance Log**
- Exhibit D: Maintenance Map**

EXHIBIT A

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

This schedule estimates that there will be 32 cuts annually. Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 1/4) inches & Zoysia at a height of one (1) to one and one half (1 1/2) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in its proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4 1/2) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water’s edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be

hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

2) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Flagler County and/or the City of Palm Coast specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF FLAGLER COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per

GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bermuda Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
May	A complete fertilizer based on soil tests
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

EXHIBIT B**PROPOSAL PRICING****INVESTMENT &
AGREEMENT**

ANNUAL INVESTMENT	MONTHLY INSTALLMENT
\$23,400.00	\$1,950.00

Key Terms & Conditions**Agreement Overview**

This summary highlights important aspects of our service agreement. The complete terms and conditions are available in the appendix.

Our Commitment to You

- We provide all labor, materials, equipment, and supervision necessary for the services outlined in this proposal
- All work will be performed according to standard landscape maintenance practices by properly licensed personnel
- We maintain comprehensive insurance coverage including general liability, auto, and workers' compensation
- We stand behind our work with a 90-day warranty on workmanship and plant materials

Your Investment

- Annual service fee: **\$23,400.00** billed in equal monthly installments of **\$1,950.00**
- Payment terms: Due upon receipt of monthly invoice
- Contract term: Initial **12-Month** period with automatic renewal unless terminated

Additional Services

- Services beyond the scope of this agreement require written approval
- Emergency services available with 24-hour response capability
- Irrigation repairs, mulch installation, and seasonal color are provided at additional cost

Service Assurance

- Regular property inspections with written documentation
- Responsive communication with your dedicated Account Manager
- Environmental compliance with all applicable regulations
- Guarantee to correct any service deficiencies promptly

EXHIBIT C
WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

EXHIBIT D

MAINTENANCE MAP



SECTION B

LANDSCAPE SERVICES AGREEMENT Northwest Ponds

THIS AGREEMENT (“Agreement”) is made and entered into to be effective as of the full execution of this Agreement:

LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Flagler County, Florida, and having offices at c/o 219 East Livingston Street, Orlando, Florida 32801 (**“District”**); and

YELLOWSTONE LANDSCAPE, INC., a Delaware corporation, whose address is P.O. Box 849, Bunnell, Florida 32110 (**“Contractor,”** and collectively with the District, **“Parties”**).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a “Project Manual,” and determined to make an award of a contract for landscape maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

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

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Service Area Map attached hereto as a part of **EXHIBIT D (“Work”)**. The Contractor agrees that the Service Area Map is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) only upon further written agreement between the parties hereto. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for

coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the attached **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“District Representatives”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Richard Gray, Field Manager, to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner’s associations, any residents,

etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin August 1, 2026 and end 12 (twelve) months thereafter ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement shall annually renew with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor Fourteen Thousand Five Hundred and Twenty Dollars (\$14,520.00) per year, in monthly amounts of One Thousand Two Hundred and Ten (\$1,210.00). Upon each renewal the Contract Amount will increase by 3% annually. Such compensation covers only the items specified in the Contractor's Proposal ("**Contract Amount**"). All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be

written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.

- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found

to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District 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 or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **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 for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and

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

18. **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.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

23. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

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

25. **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.

26. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

27. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor 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, mediation, or appellate proceedings.

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

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

30. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Landings Community Development District
219 East Livingston Street
Orlando, FL 32801
Attn: District Manager

With a copy to: Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: District Counsel

B. If to Contractor: Yellowstone Landscape, Inc.
3235 North State Street
PO Box 849
Bunnell, Florida 32110
Attn: _____

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

to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

32. **CONTROLLING LAW AND 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 legal actions regarding this Agreement shall be Flagler County, Florida.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)571-0010, OR BY EMAIL AT JLEBRUN@GMSCFL.COM, OR BY REGULAR MAIL AT 219 EAST LIVINGSTON, ORLANDO, FLORIDA 32801.

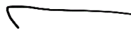
34. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

35. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. The District and the Contractor 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.

36. **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.

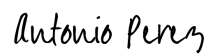
IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

**LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

FB29EC310FCB44F...
By: Jeffrey Douglas
Its: president

Date: 2026-08-12

YELLOWSTONE LANDSCAPE, INC.

Signed by:

0870214F286B4FE...
By: Antonio Perez
Its: Branch Manager

Date: 2026-08-04

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing**
- Exhibit C: Maintenance Log**
- Exhibit D: Maintenance Map**

EXHIBIT A

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

This schedule estimates that there will be 32 cuts annually. Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 1/4) inches & Zoysia at a height of one (1) to one and one half (1 1/2) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in its proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4 1/2) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water’s edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be

hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

2) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Flagler County and/or the City of Palm Coast specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF FLAGLER COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per

GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bermuda Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
May	A complete fertilizer based on soil tests
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

EXHIBIT B

PROPOSAL PRICING

INVESTMENT & AGREEMENT

ANNUAL INVESTMENT	MONTHLY INSTALLMENT
\$14,520.00	\$1,210.00

Key Terms & Conditions

Agreement Overview

This summary highlights important aspects of our service agreement. The complete terms and conditions are available in the appendix.

Our Commitment to You

- We provide all labor, materials, equipment, and supervision necessary for the services outlined in this proposal
- All work will be performed according to standard landscape maintenance practices by properly licensed personnel
- We maintain comprehensive insurance coverage including general liability, auto, and workers' compensation
- We stand behind our work with a 90-day warranty on workmanship and plant materials

Your Investment

- Annual service fee: **\$14,520.00** billed in equal monthly installments of **\$1,210.00**
- Payment terms: Due upon receipt of monthly invoice
- Contract term: Initial **12-Month** period with automatic renewal unless terminated

Additional Services

- Services beyond the scope of this agreement require written approval
- Emergency services available with 24-hour response capability
- Irrigation repairs, mulch installation, and seasonal color are provided at additional cost

Service Assurance

- Regular property inspections with written documentation
- Responsive communication with your dedicated Account Manager
- Environmental compliance with all applicable regulations
- Guarantee to correct any service deficiencies promptly

EXHIBIT C
WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

EXHIBIT D

MAINTENANCE MAP



SECTION C

AQUATIC SERVICES AGREEMENT Southwest Ponds

THIS AGREEMENT (“Agreement”) is made and entered into to be effective as of the full execution of this Agreement:

LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Flagler County, Florida, and having offices at c/o 219 East Livingston Street, Orlando, Florida 32801 (**“District”**); and

LAKE PROS, LLC, a Florida limited liability company, whose address is 3885 Shader Road, Orlando, Florida 32808 (**“Contractor,”** and collectively with the District, **“Parties”**).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain aquatic maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a “Project Manual,” and determined to make an award of a contract for landscape maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

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

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Service Area Map attached hereto as a part of **EXHIBIT D (“Work”)**. The Contractor agrees that the Service Area Map is the District’s best estimate of the District’s aquatic maintenance needs. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion

of the Work and to separately contract for such services. In the event that the District contracts with a third party to perform aquatic maintenance or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such aquatic maintenance performed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards and all applicable laws and ordinances. The Contractor shall document all Work using the attached **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“District Representatives”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Richard Gray, Field Manager, to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner’s associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the

Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin August 1, 2026 and end 12 (twelve) months thereafter ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement shall annually renew with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor Thirteen Thousand and Fifty-Six Dollars (\$13,056.00) per year, in monthly amounts of One Thousand and Eighty-Eight Dollars (\$1,088.00). Upon each renewal the Contract Amount will increase by 3% annually. Such compensation covers only the items specified in the Contractor's Proposal ("**Contract Amount**"). All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's aquatic needs, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work

and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:
Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required

- under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
- ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
- iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
- iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.

- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use,

environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of herbicides. In such event, the following conditions shall apply:

- (a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- (b) Contractor shall furnish detailed Purchase Order Requisition Forms (“Requisitions”) for all materials to be directly purchased by the District.
- (c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- (d) The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.
- (e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the aquatic maintenance. The contractor’s possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District 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 or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **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 for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

18. **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.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement.

The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

23. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

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

25. **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.

26. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

27. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor 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, mediation, or appellate proceedings.

28. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this

Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

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

30. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder (“**Notice**”) shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Landings Community Development District
219 East Livingston Street
Orlando, FL 32801
Attn: District Manager

With a copy to: Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: District Counsel

B. If to Contractor: Lake Pros, LLC
3885 Shader Road
Orlando, Florida 32808
Attn: _____

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

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

32. **CONTROLLING LAW AND 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 legal actions regarding this Agreement shall be Flagler County, Florida.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)571-0010, OR BY EMAIL AT JLEBRUN@GMSCFL.COM, OR BY REGULAR MAIL AT 219 EAST LIVINGSTON, ORLANDO, FLORIDA 32801.

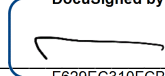
34. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

35. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. The District and the Contractor 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.

36. **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 as set forth below.

**LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

By: Jeffrey Douglas
Its: president

Date: 2026-08-04

LAKE PROS, LLC

DocuSigned by:

By: Chad Bass
Its: Partner

Date: 2026-08-06

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing**
- Exhibit C: Maintenance Log**
- Exhibit D: Maintenance Map**

EXHIBIT A

SCOPE OF SERVICES

Monthly Lake Maintenance Service for **fourteen (14)** ponds totaling a minimum of **twelve (12)** service visits per year

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Underwater and Floating Vegetation Control
- Casual Debris and Trash Removal
- Treatment and Inspection Reporting
- Stormwater Structure Inspections & Grate Cleaning

Debris clean-up is limited to casual debris: such as cups, cans, bags, and other non-natural materials along the shoreline. Debris Clean-up service does NOT include extensive debris and trash cleanup in the event of a major storm event. (Example: Hurricane). Does NOT include construction debris, tires, shopping carts, and other large, discarded debris.

EXHIBIT B
PROPOSAL PRICING

Monthly Investment
\$1,088.00

Annual Investment
\$13,056

EXHIBIT C

WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

EXHIBIT D
MAINTENANCE MAP



SECTION D

AQUATIC SERVICES AGREEMENT Northwest Ponds

THIS AGREEMENT (“Agreement”) is made and entered into to be effective as of the full execution of this Agreement:

LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Flagler County, Florida, and having offices at c/o 219 East Livingston Street, Orlando, Florida 32801 (**“District”**); and

LAKE PROS, LLC, a Florida limited liability company, whose address is 3885 Shader Road, Orlando, Florida 32808 (**“Contractor,”** and collectively with the District, **“Parties”**).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain aquatic maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a “Project Manual,” and determined to make an award of a contract for landscape maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

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

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Service Area Map attached hereto as a part of **EXHIBIT D (“Work”)**. The Contractor agrees that the Service Area Map is the District’s best estimate of the District’s aquatic maintenance needs. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion

of the Work and to separately contract for such services. In the event that the District contracts with a third party to perform aquatic maintenance or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such aquatic maintenance performed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards and all applicable laws and ordinances. The Contractor shall document all Work using the attached **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“District Representatives”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Richard Gray, Field Manager, to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner’s associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the

Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin August 1, 2026 and end 12 (twelve) months thereafter ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement shall annually renew with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor Nine Thousand Six Hundred Dollars (\$9,600.00) per year, in monthly amounts of Eight Hundred Dollars (\$800.00). Upon each renewal the Contract Amount will increase by 3% annually. Such compensation covers only the items specified in the Contractor's Proposal ("**Contract Amount**"). All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's aquatic needs, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing

herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:
Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits

- of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
- ii. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
- iii. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
- iv. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.

- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use,

environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of herbicides. In such event, the following conditions shall apply:

- (a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- (b) Contractor shall furnish detailed Purchase Order Requisition Forms (“Requisitions”) for all materials to be directly purchased by the District.
- (c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- (d) The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.
- (e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the aquatic maintenance. The contractor’s possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District 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 or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **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 for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

18. **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.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement.

The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

23. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

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

25. **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.

26. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

27. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor 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, mediation, or appellate proceedings.

28. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this

Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

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

30. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder (“**Notice**”) shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Landings Community Development District
219 East Livingston Street
Orlando, FL 32801
Attn: District Manager

With a copy to: Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: District Counsel

B. If to Contractor: Lake Pros, LLC
3885 Shader Road
Orlando, Florida 32808
Attn: _____

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

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

32. **CONTROLLING LAW AND 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 legal actions regarding this Agreement shall be Flagler County, Florida.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)571-0010, OR BY EMAIL AT JLEBRUN@GMSCFL.COM, OR BY REGULAR MAIL AT 219 EAST LIVINGSTON, ORLANDO, FLORIDA 32801.

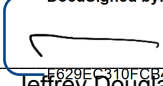
34. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

35. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. The District and the Contractor 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.

36. **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 as set forth below.

**LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

By: Jeffrey Douglas
Its: president
Date: 2026-08-04

LAKE PROS, LLC

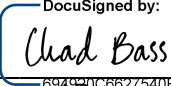
DocuSigned by:

By: Chad Bass
Its: Partner
Date: 2026-08-06

Exhibit A: Scope of Services
Exhibit B: Proposal Pricing
Exhibit C: Maintenance Log
Exhibit D: Maintenance Map

EXHIBIT A

SCOPE OF SERVICES

Monthly Lake Maintenance Service for **nine (9)** ponds totaling a minimum of twelve **(12)** service visits per year

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Underwater and Floating Vegetation Control
- Casual Debris and Trash Removal
- Treatment and Inspection Reporting
- Stormwater Structure Inspections & Grate Cleaning

Debris clean-up is limited to casual debris: such as cups, cans, bags, and other non-natural materials along the shoreline. Debris Clean-up service does NOT include extensive debris and trash cleanup in the event of a major storm event. (Example: Hurricane). Does NOT include construction debris, tires, shopping carts, and other large, discarded debris.

EXHIBIT B
PROPOSAL PRICING

Monthly Investment
\$800.00

Annual Investment
\$9,600.00

EXHIBIT C
WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

EXHIBIT D MAINTENANCE MAP



SECTION X

SECTION C

SECTION 1

Landings

Community Development District

Summary of Check Register

July 01, 2026 through July 31, 2026

Fund	Date	Check No.'s	Amount
General Fund			
	7/23/26	98-100	\$ 6,099.34
	7/28/26	101	\$ 50,000.00
Total Amount			\$ 56,099.34

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
7/23/26	00005	7/07/26 12213	202606 310-51300-31500	JUN GENERAL COUNSEL	*	143.75	
				CHIUMENTO LAW PLLC			143.75 000098
7/23/26	00001	7/01/26 57	202607 320-53800-34100	JUL26 FIELD MANAGEMENT	*	1,250.00	
		7/01/26 58	202607 310-51300-34000	JUL26 MANAGEMENT FEES	*	3,647.92	
		7/01/26 58	202607 310-51300-35200	JUL26 WEBSITE ADMIN	*	108.17	
		7/01/26 58	202607 310-51300-35100	JUL26 INFO TECH	*	162.25	
		7/01/26 58	202607 310-51300-31300	JUL26 DISSEM AGENT SRVCS	*	515.00	
				GOVERNMENTAL MANAGEMENT SERVICES			5,683.34 000099
7/23/26	00015	6/17/26 1	202605 320-53800-45000	MAY26 FACILITY MAINT	*	180.00	
		7/17/26 2	202606 320-53800-45000	JUN26 FACILITY MAINT	*	92.25	
				RIVERSIDE MANAGEMENT SERVICES, INC.			272.25 000100
7/28/26	00016	7/28/26 07282026	202607 300-15100-10000	TRANSFER TO SBA	*	50,000.00	
				STATE BOARD OF ADMINISTRATION			50,000.00 000101
TOTAL FOR BANK A						56,099.34	
TOTAL FOR REGISTER						56,099.34	

LNDS LANDINGS CDD AMOSSING

SECTION 2

Landings
Community Development District

Unaudited Financial Reporting
July 31, 2026



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6	<u>Month to Month</u>
7	<u>Long Term Debt</u>
8	<u>Assessment Receipts Schedule</u>

Landings
Community Development District
Combined Balance Sheet
July 31, 2026

	General Fund	Debt Service Funds	Capital Projects Fund	Totals Governmental Funds
Assets:				
Cash:				
Operating Account	\$ 95,905	\$ -	\$ -	\$ 95,905
INV-SBA	\$ 50,005	\$ -	\$ -	\$ 50,005
Due from Developer	\$ -	\$ -	\$ -	\$ -
Due from General Fund	\$ -	\$ -	\$ -	\$ -
Prepaid Expenses	\$ -	\$ -	\$ -	\$ -
Due from Debt Service	\$ 12,719	\$ -	\$ -	\$ 12,719
Investments:				
Series 2024				
Reserve	\$ -	\$ 490,975	\$ -	\$ 490,975
Revenue	\$ -	\$ 226,626	\$ -	\$ 226,626
Interest	\$ -	\$ -	\$ -	\$ -
Acquisition & Construction	\$ -	\$ -	\$ 18,711	\$ 18,711
Cost of Issuance	\$ -	\$ -	\$ -	\$ -
Series 2025				
Reserve	\$ -	\$ 432,600	\$ -	\$ 432,600
Revenue	\$ -	\$ 69,436	\$ -	\$ 69,436
Interest	\$ -	\$ -	\$ -	\$ -
Acquisition & Construction	\$ -	\$ -	\$ 14,013	\$ 14,013
Cost of Issuance	\$ -	\$ -	\$ -	\$ -
Total Assets	\$ 158,630	\$ 1,219,637	\$ 32,724	\$ 1,410,990
Liabilities:				
Accounts Payable	\$ -	\$ -	\$ -	\$ -
Due to Debt Service	\$ -	\$ -	\$ -	\$ -
Due to Capital	\$ -	\$ -	\$ -	\$ -
Due to General Fund	\$ -	\$ -	\$ -	\$ -
FICA Payable	\$ 61	\$ -	\$ -	\$ 61
Total Liabilities	\$ 61	\$ -	\$ -	\$ 61
Fund Balance:				
Unassigned	\$ 158,568	\$ -	\$ -	\$ 158,568
Restricted for Debt Service				
Series 2024	\$ -	\$ 717,601	\$ -	\$ 717,601
Series 2025	\$ -	\$ 502,036	\$ -	\$ 502,036
Restricted for Capital Projects				
Series 2024	\$ -	\$ -	\$ 18,711	\$ 18,711
Series 2025	\$ -	\$ -	\$ 14,013	\$ 14,013
Total Fund Balances	\$ 158,568	\$ 1,219,637	\$ 32,724	\$ 1,410,929
Total Liabilities & Fund Balance	\$ 158,630	\$ 1,219,637	\$ 32,724	\$ 1,410,990

Landings
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/26	Thru 07/31/26	Variance

Revenues:

Assessments Direct-Administrative	\$ 75,320	\$ 75,319	\$ 75,319	\$ -
Assessments Tax Collector-North Tract	\$ 51,439	\$ 51,439	\$ 51,484	\$ 45
Assessments Direct-North Tract	\$ 93,578	\$ 93,579	\$ 93,579	\$ -
Interest-SBA	\$ -	\$ -	\$ 5	\$ 5
Total Revenues	\$ 220,337	\$ 220,337	\$ 220,387	\$ 50

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 10,000	\$ 1,000	\$ 9,000
FICA Expenses	\$ 918	\$ 765	\$ 77	\$ 689
Engineering	\$ 15,000	\$ 12,500	\$ -	\$ 12,500
Attorney	\$ 25,000	\$ 20,833	\$ 3,907	\$ 16,927
Assessment Administration	\$ 5,408	\$ -	\$ -	\$ -
Annual Audit	\$ 6,000	\$ 6,200	\$ 6,200	\$ -
Arbitrage	\$ 900	\$ 750	\$ -	\$ 750
Dissemination	\$ 6,180	\$ 5,150	\$ 5,150	\$ -
Trustee Fees	\$ 8,040	\$ 3,185	\$ 3,185	\$ -
Management Fees	\$ 43,775	\$ 36,479	\$ 36,479	\$ (0)
Information Technology	\$ 1,947	\$ 1,623	\$ 1,623	\$ -
Website Maintenance	\$ 1,298	\$ 1,081	\$ 1,082	\$ (0)
Telephone	\$ 300	\$ 250	\$ -	\$ 250
Postage & Delivery	\$ 1,000	\$ 833	\$ 211	\$ 623
Insurance	\$ 6,613	\$ 6,613	\$ 5,732	\$ 881
Copies	\$ 500	\$ 417	\$ 37	\$ 380
Legal Advertising	\$ 10,000	\$ 8,333	\$ -	\$ 8,333
Contingencies	\$ 2,500	\$ 2,083	\$ 610	\$ 1,473
Office Supplies	\$ 625	\$ 520	\$ 1	\$ 520
Travel Per Diem	\$ 660	\$ 550	\$ -	\$ 550
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 148,837	\$ 118,340	\$ 65,467	\$ 52,873

Operations and Maintenance:

Field Management	\$ 7,500	\$ 6,250	\$ 5,000	\$ 1,250
Landscape Maintenance	\$ 50,000	\$ 41,667	\$ -	\$ 41,667
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ 10,000	\$ 8,333	\$ -	\$ 8,333
Electric	\$ -	\$ -	\$ -	\$ -
Water - Irrigation Usage	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance	\$ -	\$ -	\$ 272	\$ (272)
Contingency	\$ 4,000	\$ 3,333	\$ -	\$ 3,333

Landings

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/26	Thru 07/31/26	Variance
Total Operations & Maintenance:	\$ 71,500	\$ 59,583	\$ 5,272	\$ 54,311
Total Expenditures:	\$ 220,337	\$ 177,923	\$ 70,739	\$ 107,184
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 149,648	
Fund Balance - Beginning	\$ -		\$ 8,921	
Fund Balance - Ending	\$ -		\$ 158,568	

Landings

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/26	Thru 07/31/26	Variance
<u>Revenues:</u>				
Assessments Direct	\$ 318,168	\$ 318,168	\$ 318,168	\$ -
Assessments - Tax Collector North Tract	\$ 172,807	\$ 172,807	\$ 172,954	\$ 147
Interest	\$ 15,000	\$ 12,500	\$ 21,383	\$ 8,883
Total Revenues	\$ 505,975	\$ 503,475	\$ 512,504	\$ 9,029
<u>Expenditures:</u>				
<u>Series 2024</u>				
Interest Expense 11/1	\$ 197,388	\$ 197,388	\$ 197,388	\$ -
Interest Expense 5/1	\$ 197,388	\$ 197,388	\$ 197,388	\$ -
Principal Expense 5/1	\$ 95,000	\$ 95,000	\$ 95,000	\$ -
Total Expenditures	\$ 489,776	\$ 489,775	\$ 489,775	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 16,199		\$ 22,729	
<u>Other Financing Sources/(Uses):</u>				
Bond Proceeds	\$ -	\$ -	\$ -	\$ -
Interfund Transfer Out	\$ (5,000)	\$ (4,167)	\$ (14,835)	\$ (10,668)
Total Other Financing Sources/(Uses)	\$ (5,000)	\$ (4,167)	\$ (14,835)	\$ (10,668)
Net Change in Fund Balance	\$ 11,199		\$ 7,895	
Fund Balance - Beginning	\$ 245,166		\$ 709,706	
Fund Balance - Ending	\$ 251,365		\$ 717,601	

Landings
Community Development District
Debt Service Fund Series 2025
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/26	Thru 07/31/26	Variance
<u>Revenues:</u>				
Assessments Direct - SW Tract	\$ 432,600	\$ 432,600	\$ 324,450	\$ (108,150)
Interest	\$ 15,000	\$ 12,500	\$ 16,102	\$ 3,602
Total Revenues	\$ 447,600	\$ 445,100	\$ 340,552	\$ (104,548)
<u>Expenditures:</u>				
<u>Series 2025</u>				
Interest Expense 11/1	\$ 120,826	\$ 120,826	\$ 120,826	\$ 0
Interest Expense 5/1	\$ 173,989	\$ 173,989	\$ 173,989	\$ -
Principal Expense 5/1	\$ 85,000	\$ 85,000	\$ 85,000	\$ -
Total Expenditures	\$ 379,815	\$ 379,815	\$ 379,814	\$ 0
Excess (Deficiency) of Revenues over Expenditures	\$ 67,785		\$ (39,262)	
<u>Other Financing Sources/(Uses):</u>				
Bond Proceeds	\$ -	\$ -	\$ -	\$ -
Interfund Transfer Out	\$ (5,000)	\$ (4,167)	\$ (13,071)	\$ (8,904)
Total Other Financing Sources/(Uses)	\$ (5,000)	\$ (4,167)	\$ (13,071)	\$ (8,904)
Net Change in Fund Balance	\$ 62,785		\$ (52,333)	
Fund Balance - Beginning	\$ 972		\$ 554,369	
Fund Balance - Ending	\$ 58,757		\$ 502,036	

Landings

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2026

	Series		Series	
	2024		2025	
<u>Revenues:</u>				
Interest	\$	309	\$	10,564
Total Revenues	\$	309	\$	10,564
<u>Expenditures:</u>				
Capital Outlay - Cost of Issuance	\$	-	\$	-
Capital Outlay	\$	-	\$	2,328,409
Transfer Out	\$	-	\$	-
Total Expenditures	\$	-	\$	2,328,409
Excess (Deficiency) of Revenues over Expenditures	\$	309	\$	(2,317,845)
<u>Other Financing Sources/(Uses):</u>				
Bond Proceeds	\$	-	\$	-
Transfer In	\$	14,835	\$	11,812
Total Other Financing Sources/(Uses)	\$	14,835	\$	11,812
Net Change in Fund Balance	\$	15,144	\$	(2,306,033)
Fund Balance - Beginning	\$	3,567	\$	2,320,045
Fund Balance - Ending	\$	18,711	\$	14,013

Landings
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Revenues:</u>													
Assessments Direct-Administrative	\$ 19,011	\$ -	\$ 2,716	\$ -	\$ 26,796	\$ -	\$ 14,077	\$ -	\$ -	\$ 12,719	\$ -	\$ -	\$ 75,319
Assessments Tax Collector-North Tract	\$ -	\$ -	\$ 9,857	\$ 41,627	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,484
Assessments Direct-North Tract	\$ -	\$ 46,789	\$ -	\$ -	\$ 23,395	\$ -	\$ -	\$ 23,395	\$ -	\$ -	\$ -	\$ -	\$ 93,579
Interest-SBA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5	\$ -	\$ -	\$ 5
Total Revenues	\$ 19,011	\$ 46,789	\$ 12,573	\$ 41,627	\$ 50,191	\$ -	\$ 14,077	\$ 23,395	\$ -	\$ 12,724	\$ -	\$ -	\$ 220,387
<u>Expenditures:</u>													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ 1,000
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46	\$ -	\$ -	\$ 31	\$ -	\$ -	\$ 77
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 473	\$ -	\$ -	\$ 159	\$ 410	\$ 255	\$ 2,285	\$ 182	\$ 144	\$ -	\$ -	\$ -	\$ 3,907
Assessment Roll Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,200
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ -	\$ -	\$ 5,150
Trustee Fees	\$ 3,185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,185
Management Fees	\$ 3,648	\$ 3,648	\$ 3,648	\$ 3,648	\$ 3,648	\$ 3,648	\$ 3,648	\$ 3,648	\$ 3,648	\$ 3,648	\$ -	\$ -	\$ 36,479
Information Technology	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ -	\$ -	\$ 1,623
Website Maintenance	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ -	\$ -	\$ 1,082
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 110	\$ 5	\$ 18	\$ -	\$ -	\$ 53	\$ -	\$ 5	\$ 19	\$ -	\$ -	\$ -	\$ 211
Insurance	\$ 5,732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,732
Copies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37	\$ -	\$ -	\$ -	\$ -	\$ 37
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingencies	\$ 44	\$ 43	\$ 43	\$ 43	\$ 43	\$ 43	\$ 43	\$ 43	\$ 221	\$ 43	\$ -	\$ -	\$ 610
Office Supplies	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ 1
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ -	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative Expenditures	\$ 13,977	\$ 4,657	\$ 4,494	\$ 4,635	\$ 4,886	\$ 4,785	\$ 13,607	\$ 4,700	\$ 4,818	\$ 4,907	\$ -	\$ -	\$ 65,467
<u>Operation and Maintenance</u>													
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	\$ -	\$ 5,000
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water - Irrigation Usage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180	\$ 92	\$ -	\$ -	\$ -	\$ 272
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations & Maintenance Expenditures:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250	\$ 1,430	\$ 1,342	\$ 1,250	\$ -	\$ -	\$ 5,272
Total Expenditures:	\$ 13,977	\$ 4,657	\$ 4,494	\$ 4,635	\$ 4,886	\$ 4,785	\$ 14,857	\$ 6,130	\$ 6,160	\$ 6,157	\$ -	\$ -	\$ 70,739
Excess (Deficiency) of Revenues over Expenditures	\$ 5,035	\$ 42,132	\$ 8,078	\$ 36,991	\$ 45,304	\$ (4,785)	\$ (780)	\$ 17,265	\$ (6,160)	\$ 6,567	\$ -	\$ -	\$ 149,648

Landings

Community Development District

Long Term Debt Report

Series 2024, Special Assessment Revenue Bonds

Interest Rate:	5.0%, 5.80%	
Maturity Date:	5/1/2055	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$490,975	
Reserve Fund Balance	\$490,975	
Bonds Outstanding - 06/26/24		\$7,020,000
Less: Principal Payment - 05/01/26		(\$95,000)

Current Bonds Outstanding	\$6,925,000
----------------------------------	--------------------

Series 2025, Special Assessment Revenue Bonds

Interest Rate:	4.8%, 6.0%	
Maturity Date:	5/1/2055	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$432,600	
Reserve Fund Balance	\$432,600	
Bonds Outstanding - 06/26/25		\$6,085,000
Less: Principal Payment - 05/01/26		(\$85,000)

Current Bonds Outstanding	\$6,000,000
----------------------------------	--------------------

SECTION 3

**NOTICE OF MEETING DATES
LANDINGS
COMMUNITY DEVELOPMENT DISTRICT
Fiscal Year 2027**

The Board of Supervisors of the *Landings Community Development District* will hold their regularly scheduled public meetings for **Fiscal Year 2027** at **11:30 am at the Hilton Garden Inn Palm Coast/Town Center, 55 Town Center Blvd., Palm Coast, Florida 32164**, on the third Friday of every month as follows:

**October 16, 2026
November 20, 2026
December 18, 2026
January 15, 2027
February 19, 2027
March 19, 2027
April 16, 2027
May 21, 2027
June 18, 2027
July 16, 2027
August 20, 2027
September 17, 2027**

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the meeting agenda may be obtained from the District Manager's Office at 219 E. Livingston Street, Orlando, FL 32801; by calling (407) 841-5524, during normal business hours, or via the District's website at <https://landingscdd.com>.

The meetings may be continued to a date, time, and place as evidenced by motion of the majority of Board Members participating. There may be occasions when one or more Supervisors will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodation to participate in this meeting is asked to advise the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service (800) 955-8770, who can aid you in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Jeremy LeBrun
District Manager
Governmental Management Services – Central Florida, LLC