



Rizzetta & Company

# **NatureWalk Community Development District**

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**Board of Supervisors' Meeting  
May 9, 2023**

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

[www.naturewalkcdd.org](http://www.naturewalkcdd.org)

# NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AGENDA

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

<b>District Board of Supervisors</b>	Jonette Coram Todd Egizii Mike Grubbs Danell Head Skylar Lee	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Kimberly O'Mera	Rizzetta & Company, Inc.
<b>District Counsel</b>	Joseph Brown	Kutak Rock LLP
<b>District Engineer</b>	James Martelli, P.E.	Innerlight Engineering Corporation
<b>Bond Counsel</b>	Cynthia E. Wilhelm	Nabors, Giblin & Nickerson, P.A.

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

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

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

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

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT**  
District Office · Panama City Beach, Florida · (850) 334-9055  
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.NatureWalkCDD.org](http://www.NatureWalkCDD.org)

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May 4, 2023

Board of Supervisors  
**NatureWalk Community  
Development District**

**REVISED AGENDA**

Dear Board Members:

The Special meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on **Tuesday, May 9, 2023, at 12:00 p.m. (Central Time)** at the Walton Area Chamber of Commerce, 63 South Centre Trail, Santa Rosa Beach, FL 32459. The following is the agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on March 9, 2023 ..... Tab 1
  - B. Ratification of the Operations and Maintenance Expenditures for the Months of December 2022, and January, February, and March 2023..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Appointment of an Audit Committee and Scheduling the First Meeting of the Audit Committee .....
  - B. Consideration of Settlement Agreement Related to Parcel E ..... Tab 3**
  - C. Ratification of Cost Increase for Fence Installation Agreement with Virgin Brothers, LLC ..... Tab 4
  - D. Ratification of Acceptance of Spring Pine Straw Proposal ..... Tab 5
  - E. Consideration of Amended HOA Request to Relocate Fido Stations ..... Tab 6
  - F. Discussion and Consideration of Engaging with Biome Consulting Group Related to Beaver Activity in Storm-water Retention Pond(s)..... Tab 7
  - G. Presentation of Roadway and Sidewalk Settlement Report - Bridge 1 – Atlas Engineering and Consultants ..... Tab 8
  - H. Discussion and Consideration of District Maintenance Projects
    1. Sidewalk Repairs ..... Tab 9
    2. Painting Projects..... Tab 10
  - I. Discussion and Consideration of Pond 13 Bulkhead Repair/Replacement
    1. Presentation of Existing Conditions and Recommended Scope of Work Report ..... Tab 11
    2. Recommendation for Alternative Design ..... Tab 12

J.	Presentation of Three to Five Year Landscaping Plan – GreenEarth	
K.	Presentation of the Proposed Budget for Fiscal Year 2023/2024 .....	Tab 13
1.	Consideration of Resolution 2023-03, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon .....	Tab 14
L.	Confirming Authorized Representatives for Parking Enforcement	
M.	Consideration of Addendum to Encroachment Policy for Preexisting Encroachments .....	Tab 15
N.	Consideration of Resolution 2023-04, Redesignating Officers of the District .....	Tab 16
<b>5.</b>	<b>STAFF REPORTS</b>	
A.	District Landscape Provider	
1.	Presentation of District Landscaping Report And Update on Landscape Development Projects .....	Tab 17
2.	Presentation and Ratification of Acceptance of of GreenEarth Contract Assignment .....	Tab 18
B.	District Counsel	
C.	District Engineer	
1.	Update on Master Plans	
D.	District Manager	
1.	Presentation of District Manager Report	
2.	Presentation of Registered Voter Count .....	Tab 19
<b>6.</b>	<b>SUPERVISOR REQUESTS AND AUDIENCE COMMENTS</b>	
<b>7.</b>	<b>ADJOURNMENT</b>	

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (850) 334-9055.

Sincerely,

*Kimberly O'Mera*

Kimberly O'Mera  
District Manager

# Tab 1

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1 **MINUTES OF MEETING**

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3 *Each person who decides to appeal any decision made by the Board with respect to any*  
4 *matter considered at the meeting is advised that the person may need to ensure that a*  
5 *verbatim record of the proceedings is made, including the testimony and evidence upon*  
6 *which such appeal is to be based.*  
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8 **NATUREWALK**  
9 **COMMUNITY DEVELOPMENT DISTRICT**

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11 The **special** meeting of the Board of Supervisors of the NatureWalk Community  
12 Development District was held on **Thursday, March 9, 2023, at 12:00 p.m.** at the Walton  
13 County Coastal Branch Library, located at 437 Greenway Trail, Santa Rosa Beach, FL  
14 32459.

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16 Present and constituting a quorum:

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18 Jonette Coram **Board Supervisor, Chairman**  
19 Todd Egizii **Board Supervisor, Vice Chairman**  
20 Mike Grubbs **Board Supervisor, Assistant Secretary**  
21 Danell Head **Board Supervisor, Assistant Secretary**  
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23 Also present were:

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25 Joseph Brown **District Counsel, Kutak Rock, LLP**  
26 *(Via Speakerphone)*  
27 Jim Martelli **District Engineer, InnerLight Engineering**  
28 *(Via Speakerphone)*  
29 Kimberly O'Mera **District Manager, Rizzetta & Company, Inc.**  
30 Jess Smith **District Landscape Provider, GreenEarth**  
31 Brandon Henderson **District Landscape Provider, GreenEarth**  
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34 Audience There were no audience members present.  
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38 **FIRST ORDER OF BUSINESS**

**Call to Order**

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40 Ms. O'Mera called the meeting to order at 12:01 p.m.  
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42 **SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda  
Items**

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45 There were no audience comments.

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**THIRD ORDER OF BUSINESS**

**Ratification of changes made to the  
Minutes of the Board of Supervisors  
Meeting held on January 12, 2023**

Ms. O'Mera presented the Minutes of the Special Meeting held on January 12, 2023.

On a Motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board ratified the amendments to the minutes of the Special Meeting on January 12, 2023, for the NatureWalk Community Development District.

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**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Meeting held  
February 9, 2023**

Ms. O'Mera presented the Minutes of the Special Meeting held on February 9, 2023.

The following change was made:

- Line 222: Change "Pond 13" to "Pond 14"

On a Motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board approved the minutes of the Special Meeting held on February 9, 2023, as amended, for the NatureWalk Community Development District.

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**FIFTH ORDER OF BUSINESS**

**STAFF REPORTS**

**A. District Landscape Providers**

1. Presentation of District Landscaping Report

Ms. Smith presented the landscaping reports. General discussion ensued regarding matters such as completed arbor work, budget planning, and potential pump repairs needed. Mr. Henderson will provide the District with the recommended remedial pump work within the following week. Mr. Henderson and Ms. Smith will be presenting a three (3) to (5) year landscaping plan for budget discussions.

2. Presentation of Greenspace Development Proposals

Mr. Henderson and Ms. Smith presented the proposals and general discussion ensued.

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**B. District Counsel**

Mr. Brown stated that the Trustee has agreed to pay for certain legal expenses related to the quiet title action. Mr. Grubbs asked if there were any updates on the action. Mr. Brown stated that an additional request was received, but no updates on the action were available.

**C. District Engineer**

Mr. Martelli stated that the master plans are approximately fifty percent (50%) complete. He hopes to present the plans at the next Board of Supervisors meeting.

**D. District Manager**

1. Presentation of District Manager Report

Ms. O'Mera presented the District Manager Report, providing updates on ongoing business.

**SIXTH ORDER OF BUSINESS**

**Consideration/Discussion of Damage Claim – Trash Corral**

Ms. O'Mera presented correspondence from the owner of the corral located in front of 20 Beargrass Way who alleged that the District's vendor damaged their corral while performing arbor work. General discussions ensued amongst the Board and GreenEarth on the matter. The Board declined to accept that damages were caused by the vendor. Ms. O'Mera will send the owner a response indicating the Board's decision.

On a Motion by Mr. Grubbs, seconded by Mr. Egizii, with all in favor, the declined action related to the claim of damaged trash coral at 20 Beargrass Way, for the NatureWalk Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Vendor Assignment – Arbor Work**

Ms. O'Mera gave an overview of the vendor assignment for arbor work approved at the February 17, 2023, meeting. The Board previously approved arbor work in the total amount of \$14,445.00 with GreenEarth (which included \$13,000.00 for arbor services to be performed by Anytime Tree Removal). The District entered into a direct agreement with Anytime Tree Removal for their portion of the work and will pay GreenEarth directly for coordination and management of the project.

On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board ratified the acceptance of Arbor Work Proposal – Anytime Tree Removal in the amount of \$13,000.00, for the NatureWalk Community Development District.

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**EIGHTH ORDER OF BUSINESS**

**Consideration of Agreement for Towing Services – El Sankary Towing**

Ms. O’Mera presented the agreement and explained that at the Board’s request in response to the vendor’s inability to afford the added coverage, it removes the requirement for the towing vendor to name the District as additional insured with respect to liability policies. General discussion ensued regarding input from the Egis Insurance and sovereign immunity. Ms. Coram would like to request that the Homeowners’ Association send a reminder email to the community informing them that towing enforcement will resume, along with a copy of the Traffic Enforcement Policy. The Board discussed the hours to allow roam towing. There was a consensus to authorize roam towing between the hours of 12:00 - 6:00 a.m. The authorized persons will remain as Todd Egizii, Mike Grubbs, and Kim O’Mera, District Manager.

On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board approved Agreement for Towing Services – El Sankary Towing, LLC, as presented, for the NatureWalk Community Development District.

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**NINTH ORDER OF BUSINESS**

**Consideration of Greenspace Development Proposals**

Ms. Coram gave an overview of the requests for proposals from vendors. General discussion ensued.

On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board approved Sandgrass Gravel Trail Enhancement Proposal – GreenEarth, with a not-to-exceed in the amount of \$5,916.00, for the NatureWalk Community Development District.

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On a Motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board approved Prairie Park Enhancement Proposal– GreenEarth, in the amount of \$6,800.00, for the NatureWalk Community Development District.

On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board approved Lily Lane Park Proposal – GreenEarth, with sod and butterfly park options, with a not-to-exceed in the amount of \$11,515.00, for the NatureWalk Community Development District.

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**TENTH ORDER OF BUSINESS** **Consideration of Fence Repair Proposals**

Ms. O'Mera turned the presentation over to Ms. Coram. Ms. Coram presented the proposals received from three (3) vendors, and general discussion ensued.

On a Motion by Ms. Head, seconded by Mr. Egizii, with all in favor, the Board approved Fence Repair Proposal – Virgin Brothers, LLC, in the amount of \$8,167.00, for the NatureWalk Community Development District.

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**ELEVENTH ORDER OF BUSINESS** **Discussion and Consideration of CDD  
Trash Corrals and Maintenance  
Obligations**

Ms. O'Mera turned the presentation over to Mr. Egizii. Mr. Egizii stated that he requested the business item for Board discussion for the District to come into compliance with the newly adopted Homeowners' Association's trash-related rules. He stated that the corral and trash containers located at the Sandgrass greenspace would not comply with neighborhood rules. General discussion ensued amongst the Board.

On a Motion by Ms. Coram, seconded by Mr. Egizii, with all in favor, the Board approved Ms. O'Mera offering the trash corrals and containers to the HOA and authorizing Staff to dispose of them if not wanted, for the NatureWalk Community Development District.

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**TWELFTH ORDER OF BUSINESS** **Continued Discussion and Consideration  
of Action Item List**

General discussion ensued regarding District action items. The Board discussed the Spring pine straw application. There was agreement amongst the Board on the satisfactory performance of Southeast Straw and timing of the application during the month of May.

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

General discussion ensued amongst the Board on items related to the budget and financial planning.

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**FOURTEENTH ORDER OF BUSINESS                      Adjournment**

On a Motion by Ms. Coram, seconded by Mr. Egizii, with all in favor, the Board adjourned the meeting at 2:33 pm, for NatureWalk Community Development District.

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\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/ Vice Chairman

# Tab 2

# NatureWalk Community Development District

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DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.NATUREWALKCDD.ORG

## Operations and Maintenance Expenditures

December 2022

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2022 through December 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$63,269.25**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

**NatureWalk Community Development District**

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CHELCO	100070	Monthly Summary 11/22	Electric Services 11/22	\$ 1,670.92
Danell Head	100071	DH120822	Board of Supervisors Meeting 12/08/22	\$ 200.00
GreenEarth Southeast, LLC	100072	91036	Landscape Maintenance 12/22	\$ 9,147.00
Innerlight Engineering Corporation	100073	7099	Engineering Services 05/22-09/22	\$ 6,140.00
IPFS Corporation	100068	Insurance Payment Three 12/22	Insurance Payment Three 12/22	\$ 2,763.18
Jonette Anne Coram	100074	JC120822	Board of Supervisors Meeting 12/08/22	\$ 200.00
Kutak Rock, LLP	100075	3155670	Legal Services 11/22	\$ 2,480.50
Kutak Rock, LLP	100075	3155671	Legal Services 11/22	\$ 280.00
Michael W Grubbs	100076	MG120822	Board of Supervisors Meeting 12/08/22	\$ 200.00
Pat Shea's Concrete, Inc.	100077	5851	Curb & Road Repair 12/22	\$ 3,525.00
Rizzetta & Company, Inc.	100069	INV0000073232	District Management Services 12/22	\$ 4,548.50

**NatureWalk Community Development District**

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Skylar P Lee	100078	SL120822	Board of Supervisors Meeting 12/08/22	\$ 200.00
Southeast Straw Co., Inc.	100079	36843	Pine Straw Installation 12/22	\$ 31,101.25
The Lake Doctors, Inc.	100080	58261B	Fountain Maintenance 12/22	\$ 161.00
The Ledger / News Chief/ CA Florida Holdings, LLC	100081	5095932	Legal Advertising 11/22	\$ 151.90
Todd B. Egizii	100082	TE120822	Board of Supervisors Meeting 12/08/22	\$ 200.00
VGlobal Tech	100083	4508	Website Maintenance 12/22	\$ 300.00
<b>Report Total</b>				<b><u>\$ 63,269.25</u></b>

# NatureWalk Community Development District

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DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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## Operations and Maintenance Expenditures

January 2023

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2023 through January 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$29,040.05**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary



**NatureWalk Community Development District**

Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CHELCO	100088	Monthly Summary 12/22	Electric Services 12/22	\$ 1,558.37
GreenEarth Southeast, LLC	100089	91813	Landscape Maintenance 01/23	\$ 9,907.25
Gulf Coast Electric	100090	75245	Electrician Services 12/22	\$ 257.75
IPFS Corporation	100085	Insurance Payment Four 01/23	Insurance Payment Four 01/23	\$ 2,763.18
On Demand Paver Solutions	100091	OnDemandPavers 011123	Deposit on Paver Repair 01/23	\$ 2,025.00
On Demand Paver Solutions	100093	OnDemandPavers 011923	Final Payment on Paver Repair 01/23	\$ 2,025.00
Rizzetta & Company, Inc.	100084	INV0000074670	District Management Fees 01/23	\$ 4,548.50
Rizzetta & Company, Inc.	100087	INV0000074877	Dissemination Services FY 22-23	\$ 5,000.00
The Lake Doctors, Inc.	100086	58062B	Aquatic Maintenance 12/22	\$ 655.00
VGlobal Tech	100092	4630	Website Maintenance 01/23	\$ <u>300.00</u>
<b>Report Total</b>				<b>\$ <u>29,040.05</u></b>

# NatureWalk Community Development District

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DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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## Operations and Maintenance Expenditures February 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2023 through February 28, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$24,648.39**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

**NatureWalk Community Development District**

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CHELCO	100102	9007819 01/23	Electric Services 01/23	\$ 1,480.00
Danell Head	100094	DH011223	Board of Supervisors Meeting 01/12/23	\$ 200.00
GreenEarth Southeast, LLC	100110	93335	Irrigation Repairs 02/23	\$ 2,711.00
GreenEarth Southeast, LLC	100107	93123	Landscape Maintenance 02/23	\$ 9,907.25
Gulf Coast Electric	100099	75599	Electrician Services 01/23	\$ 442.75
IPFS Corporation	100095	Insurance Payment Five (02/23)	Insurance Payment Five (02/23)	\$ 2,763.18
Jonette Anne Coram	100096	JC011223	Board of Supervisors Meeting 01/12/23	\$ 200.00
Jonette Anne Coram	100100	Coram082622	Reimbursable Expenses 08/22	\$ 147.81
Jonette Anne Coram	100103	JC020923	Board of Supervisors Meeting 02/09/23	\$ 200.00
Michael W Grubbs	100097	MC011223	Board of Supervisors Meeting 01/12/23	\$ 200.00
Michael W Grubbs	100104	MG020923	Board of Supervisors Meeting 02/09/23	\$ 200.00
Rizzetta & Company, Inc.	100098	INV0000075305	District Management Fees 02/23	\$ 4,548.50
The Lake Doctors, Inc.	100101	1744924	Fountain Maintenance 01/23	\$ 655.00

**NatureWalk Community Development District**

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Lake Doctors, Inc.	100101	1746857	Fountain Maintenance 01/23	\$ 161.00
The Lake Doctors, Inc.	100111	1747630	Fountain Maintenance 02/23	\$ 170.00
The Ledger / News Chief/ CA Florida Holdings, LLC	100109	0005259314	Legal Advertising 01/23	\$ 161.90
Todd B. Egizii	100105	TE020923	Board of Supervisors Meeting 02/09/23	\$ 200.00
VGlobal Tech	100106	4707	Website Maintenance 02/23	\$ <u>300.00</u>
<b>Report Total</b>				\$ <u><b>24,648.39</b></u>

# NatureWalk Community Development District

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DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.NATUREWALKCDD.ORG

## **Operations and Maintenance Expenditures March 2023 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2023 through March 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$53,897.91**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

**NatureWalk Community Development District**

Paid Operation & Maintenance Expenditures

March 1, 2023 Through March 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Anytime Tree Removal LLC	100113	1	Tree Trimming 02/23	\$ 13,000.00
CHELCO	100116	Monthly Summary 03/23	Electric Services 03/23	\$ 1,359.48
Danell Head	100118	DH030923	Board of Supervisors Meeting 03/09/23	\$ 200.00
Emerald Coast Scapes	100130	7194	Retaining Wall Repairs 11/22	\$ 3,000.00
GreenEarth Southeast, LLC	100117	93910	Landscape Maintenance 03/23	\$ 9,907.25
GreenEarth Southeast, LLC	100117	94171	Tree Removal & Replacement 03/23	\$ 5,146.00
GreenEarth Southeast, LLC	100117	94172	Street Light Repairs 03/23	\$ 100.00
GreenEarth Southeast, LLC	100119	94170	Landscape Maintenance 03/23	\$ 1,445.00
Gulf Coast Electric	100129	76256	Electrician Services 03/23	\$ 99.00
Gulf Coast Electric	100131	76257	Electrician Services 03/23	\$ 475.25
Innerlight Engineering Corporation	100126	NW-011023	Engineering Services 01/23	\$ 2,930.00
Innerlight Engineering Corporation	100126	NW-031623	Engineering Services 01/23-02/23	\$ 3,070.00
IPFS Corporation	100115	Insurance Payment Six 03/23	Insurance Payment Six 03/23	\$ 2,763.18

**NatureWalk Community Development District**

Paid Operation & Maintenance Expenditures

March 1, 2023 Through March 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Jonette Anne Coram	100120	JC030923	Board of Supervisors Meeting 03/09/23	\$ 200.00
Kutak Rock, LLP	100132	33196103	Legal Services 02/23	\$ 3,214.50
Michael W Grubbs	100121	MG030923	Board of Supervisors Meeting 03/09/23	\$ 200.00
Rizzetta & Company, Inc.	100112	INV0000078018	District Management Fees 03/23	\$ 4,548.50
The Lake Doctors, Inc.	100122	1747362	Fountain Maintenance 03/23	\$ 710.00
The Lake Doctors, Inc.	100127	175233B	Fountain Maintenance 03/23	\$ 170.00
The Lake Doctors, Inc.	100133	1747362-717754	Fountain Maintenance 03/23	\$ 710.00
The Ledger / News Chief/ CA Florida Holdings, LLC	100128	0005358813	Account #536206 Legal Advertising 02/23	\$ 149.75
Todd B. Egizii	100123	TE030923	Board of Supervisors Meeting 03/09/23	\$ 200.00
VGlobal Tech	100124	4791	Website Maintenance 03/23	\$ <u>300.00</u>
<b>Report Total</b>				<b>\$ <u>53,897.91</u></b>

# Tab 3



## SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** (this "Agreement") is made and entered into effective as of the [1<sup>st</sup> day of April, 2023] (the "Effective Date"), by and between **CH HOLDINGS INC.** ("CH Holdings"), a Florida corporation, **TITAN ACQUISITIONS, LLC** ("TITAN" and together with CH Holdings, "CHH"), a Florida limited liability company, **NATUREWALK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government (the "District") duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as successor in interest to U.S. Bank National Association, a national banking association, as Trustee (the "Trustee"). In this Agreement, CH Holdings, TITAN, the District and the Trustee are hereinafter sometimes referred to separately as "Party" and collectively as "Parties."

### RECITALS

A. The District is a local unit of special purpose government duly organized and existing under the provisions of the Act, by Ordinance No. 05-23 enacted by the Board of County Commissioners of Walton County, Florida on June 28, 2005, and is validly existing under the Constitution and laws of the State of Florida.

B. Pursuant to the authority of the Act, the District issued its (i) Capital Improvement Revenue Bonds, Series 2007A (the "2007A Bonds") and (ii) Capital Improvement Revenue Bonds, Series 2007B (the "2007B Bonds" and together with the 2007A Bonds, the "District Bonds") for purposes of financing various infrastructure improvements within the District which provide benefits to the lands within the District.

C. The District Bonds were issued pursuant to the Act and the Master Trust Indenture, dated as of March 1, 2007 (the "Master Indenture"), by and between the District and the Trustee, as supplemented by that certain First Supplemental Trust Indenture, dated as of March 1, 2007.

D. Pursuant to the Act and Chapter 170, *Florida Statutes*, as amended, the District levied non-ad valorem special assessments (the "Debt Assessments") securing the District Bonds on those developable portions of the benefitted lands within the District.

E. Pursuant to the Act and Chapter 170, *Florida Statutes*, as amended, the District also levied non-ad valorem special assessments (the "O&M Assessments") to pay the operating and maintenance expenses of the District.

F. CHH jointly acquired the following parcel via that certain Tax Deed (the "Tax Deed") dated September 6, 2022 and recorded in Official Records Book 3265, Page 4024 of the public records of Walton County, Florida (the "CHH Parcel"):

Parcel ID No. 11-3S-19-25010-000-00E0 (3.2 acres, also referred to as "Parcel E").

G. Prior to issuance of the Tax Deed, the CHH Parcel was owned by New Naturewalk, LLC, a Florida limited liability company (the "SPE"), which SPE held title to the CHH Parcel as an accommodation to Trustee.

H. There exists certain delinquencies in Debt Assessments securing repayment of the Bonds (the "Delinquent Debt Assessments") against the CHH Parcel.

I. The O&M Assessments are collected annually by the Walton County Tax Collector according to the Uniform Method (the "Uniform Method") afforded by Chapter 197, Florida Statutes, and are not currently delinquent on the CHH Parcel.

J. CHH desire to enter into this Agreement to pay the amounts described herein to cure the delinquencies against the CHH Parcel.

K. The District, through the Trustee, has received direction from not-less-than one hundred percent (100%) of the holders of the District Bonds to enter into this Agreement on their behalf.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

**2. CHH OBLIGATIONS.** In order to induce the District and Trustee to execute, deliver and perform under this Agreement, CHH covenants and agrees to:

- ( ) to pay a portion of the Delinquent Debt Assessments with respect to the CHH Parcel and the District Bonds in an amount equal to \$600,000.00 within thirty (30) days of the Effective Date (the "Settlement Amount"); and
- (B) enter into a True-Up and Additional Consideration Agreement (the "True-Up Agreement"), the form of which is attached hereto as Exhibit A.

In addition, after the payment of the Settlement Amount described above and a two-year abatement period for years 2023 - 2025 (October 1, 2023 – September 30, 2025) (the "Two Year Abatement"), CHH and the Trustee acknowledge and the District agrees that commencing in fiscal year 2025-2026 (October 1, 2025 – September 30, 2026) the District will certify annual Debt Assessments installments for collection by the tax collector on the CHH Parcel equal to \$1,000.00 per unit (which includes annual principal and interest due on the 2007A Bonds, but is *exclusive* of early payment discounts and applicable collection costs), based on an assumption that 20 units will be developed and platted on the CHH Parcel (the "New 2007A Debt Assessments"). The Parties acknowledge and agree that the District's use of the Uniform Method, and collection of the New 2007A Debt Assessments by the tax collector in any given year does not preclude the District's direct collection of the New 2007A Debt Assessments in future years. The New 2007A Debt Assessments will be assigned to individual units following each unit's platting. CHH acknowledges and agrees that the New 2007A Debt Assessments on each unit will secure a principal amount of the 2007A Bonds equal to \$240,000/\$1,000\_per unit as of October 1, 2025, through fiscal year 2037, reduced in accordance [with the original amortization schedule (attached as Exhibit \_\_)] based on the date of platting of each unit.

CHH and the District agree the New 2007A Debt Assessments will come due annually following the Two Year Abatement until paid and a new amortization schedule will be reinstated in accordance with the provisions hereof and allocated to the CHH Parcel based on the proposed Unit Counts set forth on Exhibit B, subject to final platting. CHH and the District agree to enter into the True-Up Agreement with respect to the CHH Parcel providing for (i) a true up payment (the "True-Up Payment") in the event less than a total of 20 units are platted on the CHH Parcel (\$12,000.00 per unit for each unit less than 20 platted) or (ii) the payment of additional consideration ("Additional Consideration") of \$30,000.00 per unit in excess of 20 units platted on the CHH Parcel, all as described in the Exhibit A attached hereto. Moreover, in the event the number of platted units exceeds 20, the Parties agree that each of the units in excess of 20 will be assessed in the same manner as provided above for the 20 units that are currently anticipated to be developed and platted. [The annual payment of \$1,000 per unit shall satisfy the repayment of the 2007A Bonds with respect to the CHH Parcel, including all required principal, interest and collection costs.]

Upon payment of the Settlement Amount the District and Trustee warrant and represent CHH will be current in all amounts owed to the District with respect to the CHH Parcel with only regularly scheduled annual O&M Assessments and (decelerated) New 2007A Debt Assessments coming due in fiscal year 2025-2026 (October 1, 2025 – September 30, 2026) .

**3. DISTRICT OBLIGATIONS.** In order to induce CHH, TITAN and Trustee to execute, deliver and perform under this Agreement, the District covenants and agrees that upon receipt of the Settlement Amount, as described herein, the District shall:

- (A) waive all penalties imposed on the past due Debt Assessments with respect to the CHH Parcel;
- (B) waive all past due accrued and unpaid interest that is not otherwise paid as provided by this Agreement on the past due Debt Assessments with respect to the CHH Parcel;
- (C) the District shall continue to annually levy and collect O&M Assessments against the CHH Parcel based on its existing assessment methodology and annual budget. O&M Assessments will be levied and collected on an annual basis against individual units following each unit's platting in accordance with the District's adopted assessment methodology and annual budget. In all events, upon final platting of the CHH Parcel, O&M Assessments shall be levied and collected on an annual basis against the individual platted units within the CHH Parcel on a per-unit basis. The forgoing is intended to make clear that once the entirety of the CHH Parcel is platted, O&M Assessments will be based on the actual number of units platted, whether more than, less than, or equal to the 20 units currently anticipated. Nothing herein shall be construed in any way to limit the District's budgeting authority or its authority to change, amend, or revise its assessment methodology relative to the O&M Assessments.

- (D) the District shall upon recordation of the final plat for the CHH Parcel and receipt of any True-Up Payment or Additional Consideration, if applicable, assist the Trustee as needed in the cancelation of the remaining outstanding 2007B Bonds secured by the CHH Parcel and adjust the principal amount of the 2007A Bonds outstanding to conform with the total number of units platted as described herein. The District shall further record in its Improvement Lien Book a reduction of the District's Debt Assessments in connection with the CHH Parcel in accordance with the cancellation of the Outstanding 2007B Bonds and reduction in the principal amount of the 2007A Bonds associated with the CHH Parcel.
- (E) after receipt of the Settlement Amount and the final platting of all units, release the lien on the CHH Parcel regarding the remaining 2007B Bonds.

**4. TRUSTEE OBLIGATION.** In order to induce CHH and TITAN to execute, deliver and perform under this Agreement, Trustee shall cause the SPE to execute and deliver to CHH and TITAN contemporaneously upon CHH's and TITAN'S execution and delivery of this Agreement and the Settlement Agreement a quitclaim deed for the CHH Parcel (the "SPE Quit Claim Deed") in the form attached hereto as Exhibit C.

**5. AGREEMENT REGARDING NEW ASSESSMENT LEVELS AND COLLECTIONS THEREON.** The Parties agree that so long as CHH is current on its obligations under Section 2 of this Agreement, including the payment of the New 2007A Debt Assessments and O&M Assessments, the District will not take action to foreclose on the CHH Parcel. The Trustee, on behalf of the Bondholders of the District Bonds consents and agrees to the foregoing and agrees that it shall not and cannot direct the District to take any action inconsistent with the foregoing.

**6. EVENT OF DEFAULT.** The occurrence of any of the following, without the prior written consent of the Trustee, shall constitute an "Event of Default" under this Agreement.

- (A) If any of the representations or warranties made hereunder by or on behalf of CHH (including the Recitals hereto) or the District shall not have been true, accurate or complete in any material respect when made.
- (B) CHH shall assert in writing that this Agreement is not enforceable.
- (C) CHH (i) petitions for relief, or has a petition for relief filed against it, under the United States Bankruptcy Code, (ii) petitions for relief, or has a petition for relief filed against it, pertaining to any reorganization, composition, readjustment, liquidation of assets, or similar relief under any present or future law or regulation, or (iii) seeks, or fails to prevent, the appointment of any trustee, receiver or liquidator of CHH or of substantially all of the assets of CHH, or (iv) makes a general assignment for the benefit of creditors, or (v) is unable, or admits in writing its inability, to pay its debts generally as they become due (any, some or all of (i) through (v)).

- (D) CHH shall fail to pay the Settlement Amount or comply with the payment obligations in Section 2.

Upon the occurrence of an Event of Default, the Trustee may, terminate this Agreement, and/or proceed with any and all rights and remedies under applicable law, under this Agreement or otherwise available to the Trustee. CHH has no right to notice or a cure period with regard to an Event of Default.

**7. DEEMED AMENDMENT OF INDENTURE; CONSENT.** To the extent that the provisions of this Agreement conflict with any provision of the Master Indenture, the Master Indenture shall be deemed to be amended to conform to the conflicting provision of this Agreement and any provisions required for such amendments are waived. Consent to such amendment shall be evidenced in the written consent of the Beneficial Owners of one hundred percent (100%) of the outstanding District Bonds to this Agreement, including, but not limited to, the provisions of this Section 7 and direction to the Trustee to execute this Agreement in their stead and on their behalf.

**8. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement among the Parties relating to the subject matter of this Agreement.

**9. 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 all of the parties hereto and subject to the written consent of not less than 100% of the outstanding District Bonds.

**10. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

**11. THIRD PARTY BENEFICIARY.** The Parties hereto agree and acknowledge that the Trustee is executing this Agreement with the consent of, and at the direction of, the Bondholders of the District Bonds and that the Bondholders of the District Bonds, although not a signatory hereto, are nonetheless third-party beneficiaries of this Agreement. The Parties further agree and acknowledge that the covenants, settlements, representations and warranties made herein by the Parties are also for the benefit of CHH's successors in title to the CHH Parcel.

**12. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in Walton County, Florida.

**13. EFFECTIVE DATE AND TERM.** This Agreement shall be effective as of the Effective Date. If CHH fails to timely pay the Settlement Amount, then this Agreement shall terminate in its entirety. Upon any such termination, any amounts that are due and owing as to the CHH Parcel, including, but not limited to Debt Assessments that have accrued, shall immediately become due and payable to the District.

**14. CH HOLDINGS'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** CH Holdings hereby represents and warrants to the District and the Trustee that:

- (A) CH Holdings is a for profit corporation, duly organized and validly existing in the State of Florida;
- (B) CH Holdings has the requisite right, legal capacity, power and authority to enter into this Agreement and to perform its obligations hereunder;
- (C) The person executing this Agreement on behalf of CH Holdings represents that he or she is duly authorized to execute this Agreement and to bind CH Holdings;
- (D) Neither the execution and delivery of this Agreement nor the performance hereunder by CH Holdings will result in any breach of, or constitute a default under or conflict with, any agreement, covenant or obligation binding upon CH Holdings; and
- (E) This Agreement has been duly authorized and executed by CH Holdings in accordance with the articles of organization, operating agreement and other applicable organizational documents of CH Holdings.

**15. TITAN'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** TITAN hereby represents and warrants to the District and the Trustee that:

- (A) TITAN is a limited liability company, duly organized and validly existing in the State of Florida;
- (B) TITAN has the requisite right, legal capacity, power and authority to enter into this Agreement and to perform its obligations hereunder;
- (C) The person executing this Agreement on behalf of TITAN represents that he or she is duly authorized to execute this Agreement and to bind TITAN;
- (D) Neither the execution and delivery of this Agreement nor the performance hereunder by TITAN will result in any breach of, or constitute a default under or conflict with, any agreement, covenant or obligation binding upon TITAN; and
- (E) This Agreement has been duly authorized and executed by TITAN in accordance with the articles of organization, operating agreement and other applicable organizational documents of TITAN.

**16. REPRESENTATIONS AND WARRANTIES OF THE DISTRICT.** The District hereby represents and warrants to CHH and the Trustee that:

- (A) The District is a unit of special purpose government duly organized and validly existing in good standing under Chapter 190, *Florida Statutes*;

- (B) The District has the requisite right, legal capacity, power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (C) This Agreement has been duly authorized and executed by the District in accordance with all applicable law and authority documents applicable to the District;
- (D) The person executing this Agreement on behalf of the District represents that he or she is duly authorized to execute this Agreement and to bind the District; and
- (E) Neither the execution and delivery nor the performance of this Agreement by the District conflicts with, is a breach of, or constitutes a default under, any agreement, covenant or obligation binding upon the District.

**17. REPRESENTATIONS AND WARRANTIES OF THE TRUSTEE.** The Trustee hereby represents and warrants to CHH and the District that:

- (A) The Trustee is executing this Agreement solely at the direction and consent of 100% in principal amount of the Holders of the Outstanding District Bonds.
- (B) The Trustee is a national banking association duly organized and validly existing in good standing under the law of the United States;
- (C) The Trustee has the requisite right, legal capacity, power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (D) This Agreement has been duly authorized, executed and delivered by the Trustee in accordance with all applicable organizational and authority documents of Trustee and any agreements binding upon the Trustee;
- (E) The person executing this Agreement on behalf of the Trustee represents that he or she is duly authorized to execute this Agreement and to bind the Trustee; and
- (F) Neither the execution and delivery nor the performance of this Agreement by the Trustee conflicts with, is a breach of, or constitutes a default under, any agreement, covenant or obligation binding upon the Trustee.

**18. NOTICES.** Except as may be expressly stated to the contrary in this Agreement, notices, documents, demands, or certificates given by any Party in connection with this Agreement or the performance by either Party under this Agreement shall be in writing and shall be delivered or sent by one of the following methods: (a) in person (by hand delivery or professional messenger service) to the addressee Party, (b) registered or certified mail, with postage prepaid, return receipt requested, (c) Express Mail of the U.S. Postal Service or Federal Express (a/k/a FedEx) or any

other courier service guaranteeing next business day delivery, charges prepaid, or (d) by facsimile transmission (provided a hard copy of such transmission is simultaneously sent or delivered by one of the above prescribed methods). Notices shall be sent or delivered to the following addresses:

If to the District: NatureWalk Community Development District  
Attention: District Manager/Kim O'Mera  
Rizzetta & Company, Inc.  
120 Richard Jackson Blvd., Suite 220  
Panama City Beach, FL 32407  
Email: [komera@rizzetta.com](mailto:komera@rizzetta.com)

With a copy to: Joseph Brown, District Counsel  
Kutak Rock LLP  
107 W College Avenue  
Tallahassee, FL 32301  
Telephone: 850-692-7300  
Email: joseph.brown@kutakrock.com

If to CHH: CH Holdings Inc.  
Attention: Chris B. Hemmings  
1510 S. Clark Avenue  
Tampa, FL 33629  
Email: anchortitletampa@gmail.com

With a copy to: David W. Adams  
Bennet Jacobs & Adams, P.A.  
P.O. Box 3300  
Tampa, FL 33601-3300  
Telephone: 813-452-2882  
Email: dadams@bj-law.com

If to TITAN: Titan Acquisitions, LLC  
Attention: [\_\_\_\_\_]   
840 South Davis Boulevard  
Tampa, Florida 33606  
Email: [\_\_\_\_\_]

With a copy to: [\_\_\_\_\_]   
[\_\_\_\_\_]   
[\_\_\_\_\_]   
[\_\_\_\_\_]   
[\_\_\_\_\_]

If to the Trustee: U.S. Bank Trust Company, National Association  
Account Manager/Vice President  
Corporate Trust Services



Two James Center  
1021 East Cary Street, 18th Floor  
Richmond, VA 23219  
Attention: Christopher H. Gehman  
Email: christopher.gehman@usbank.com

With a copy to: Greenberg Traurig, P.A.  
450 South Orange Avenue, Suite 650  
Orlando, FL 32801  
Attention: Warren S. Bloom, Esq.  
Email: bloomw@gtlaw.com

Any such notice, document, demand, or certificate sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received upon the earlier of actual receipt or seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notices delivered by Express Mail of the U.S. Postal Service or Federal Express (a/k/a FedEx) or other courier service guaranteeing next business day delivery shall be deemed to have been given twenty-four (24) hours after delivery of the same to the U.S. Postal Service or private courier, with charges prepaid and instructions for next business day delivery. If any notice is transmitted by facsimile transmission or similar means, the same shall be deemed served or delivered upon electronic confirmation of transmission thereof. Any notice, document, demand, or certificate sent by any other method shall be effective only upon actual receipt thereof or the addressee's refusal to accept delivery, whichever occurs first. Any Party may change its address for purposes of this Section 18 by giving notice to the other Party as provided herein.

**19. TIME OF THE ESSENCE.** Time shall be of the essence as to all dates, deadlines and times of performance under this Agreement. Notwithstanding the foregoing, in the event any date or any deadline for the performance of an action or the giving of any notice falls on any day that is not a Business Day, or any period provided for in this Agreement shall expire on any day that is not a Business Day, then the date for the performance of such action or giving of such notice, or the expiration date of such period, as applicable, shall be automatically extended to midnight of the next following Business Day. For the purposes of this Agreement, the term "Business Day" shall mean and refer to any day that is not a Saturday, Sunday, or national holiday.

**20. GOOD FAITH AND FAIR DEALING.** The Parties agree to exercise good faith and fair dealing in the performance of their respective contractual obligations hereunder.

**21. PUBLIC RECORDS.** The Parties understand and agree that all documents of any kind provided to the District or CHH in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**22. SURVIVAL OF CERTAIN PROVISIONS.** The provisions of Sections 10, 11, 23, 24 and 245 of this Agreement shall survive the expiration or earlier termination of this Agreement. Section 3 shall survive the expiration of this Agreement.

**23. 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.

**24. LIMITATIONS ON 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.

In addition, any provision of this Agreement to the contrary notwithstanding, the Trustee has executed this Agreement only in its capacity as the trustee under the Master Indenture and only for the purpose of evidencing the consent of the Bondholders of the District Bonds to the transactions contemplated herein, and not individually or for the purpose of being bound in its individual or personal capacity. The Trustee shall not have any individual or personal liability under or related to this Agreement.

**25. FURTHER ASSURANCES.** The Parties agree to execute, acknowledge, deliver and record such certificates, amendments, instruments, and documents, and to take such other action, as may be reasonably necessary to carry out the intent and purposes of this Agreement.

**26. 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**27. WAIVER OF JURY TRIAL.** To the extent permitted by applicable law, each of the Parties, knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any Party with respect hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties execute this Agreement as of the date indicated beneath their respective signature.

**CH HOLDINGS INC.**, a Florida corporation

By: \_\_\_\_\_

Chris B. Hemmings

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TITAN ACQUISITIONS, LLC**, a Florida limited liability

By: \_\_\_\_\_

[\_\_\_\_\_]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**NATUREWALK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Jonette Coram, Chair, Board of Supervisors

Date: \_\_\_\_\_

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Trustee**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**FORM OF TRUE-UP AND ADDITIONAL CONSIDERATION AGREEMENT**

**[TO BE ATTACHED]**

**EXHIBIT B**

**CHH PARCEL PROPOSED UNIT COUNTS**

<b>Parcel</b>	<b>Units</b>	<b>2007A Assessment per unit</b>	<b>2007B Assessment per unit</b>
E (CHH)	20	\$ 1,000	\$0
Total	20	\$20,000	\$0

**EXHIBIT C**

**FORM OF SPE QUITCLAIM DEED**

**[TO BE ATTACHED]**



This instrument was prepared by and  
Upon recording should be returned to:

(This space reserved for Clerk)

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]

AGREEMENT BETWEEN
NATUREWALK COMMUNITY DEVELOPMENT DISTRICT,
CH HOLDINGS INC. AND TITAN ACQUISITIONS, LLC
REGARDING
THE TRUE-UP AND PAYMENT OF 2007A DEBT ASSESSMENTS AND ADDITIONAL
CONSIDERATION

This Agreement is made and entered into as of this \_\_\_ day of \_\_\_\_\_ 2023 by and between:

Naturewalk Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Walton County, Florida, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 ("District"); and

CH Holdings Inc., a Florida for profit company, whose address is 1510 S. Clark Avenue, Tampa, Florida 33629 and its successors and assigns ("CH Holdings"); and

Titan Acquisitions, LLC, a Florida limited liability company, whose address is 840 South Davis Boulevard, Tampa, Florida 33606 and its successors and assigns ("TITAN" and together with CH Holdings, "CHH").

RECITALS

WHEREAS, the District was created by Ordinance No. 05-23 enacted by the Board of County Commissioners of Walton County, Florida on June 28, 2005, and is duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"); and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, pursuant to the authority of the Act, the District issued its (i) Capital Improvement Revenue Bonds, Series 2007A (the "2007A Bonds") and (ii) Capital Improvement Revenue Bonds, Series 2007B (the "2007B Bonds" and together with the 2007A Bonds, the "District Bonds") pursuant to the Master Trust Indenture, dated as of March 1, 2007 (the "Master Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as

successor in interest to U.S. Bank National Association, a national banking association, as Trustee (the "Trustee"), as supplemented by that certain First Supplemental Trust Indenture, dated as of March 1, 2007 pursuant to which the District Bonds were issued for purposes of financing various infrastructure improvements within the District which provide benefits to the lands within the District; and

**WHEREAS**, pursuant to the Act and Chapter 170, Florida Statutes, as amended, the District levied non-ad valorem special assessments (the "Debt Assessments") securing the District Bonds on those developable portions of the benefitted lands within the District; and

**WHEREAS**, as of the date of this Agreement, CHH is currently the undivided owner of Parcel ID No. 11-3S-19-25010-000-00E0 (3.2 acres, also referred to as "Parcel E") (the "CHH Parcel"); and

**WHEREAS**, CHH, the District and the Trustee have entered into the Settlement Agreement of even date hereto to address certain outstanding delinquencies in the payment of Debt Assessments securing repayment of the 2007A Bonds (the "2007A Debt Assessments") and the 2007B Bonds (the "2007B Debt Assessments") and other amounts owed to the District; and

**WHEREAS**, upon platting of the CHH Parcel and subsequent payment of a True-Up Payment or Additional Consideration (each as defined herein), if any, the 2007B Assessments and related 2007B Bonds will be cancelled; and

**WHEREAS**, pursuant to the terms of the Settlement Agreement, CHH has committed to the development of 20 units on the CHH Parcel to secure repayment of the 2007A Bonds, but the actual densities developed may be more or less than the densities assumed herein; and

**WHEREAS**, the District and CHH desire to create a mechanism by which CHH shall make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed with respect to the CHH Parcel; and

**WHEREAS**, CHH and the District desire to enter into this Agreement to (i) confirm CHH's intentions and obligations to pay to the District at time of platting related to the 2007A Debt Assessments when due in the event the total number of units platted on the CHH Parcel is less than 20 at \$12,000 per unit (the "True-Up Payment") and (ii) confirm CHH's intentions and obligations to make a payment of \$30,000 per unit at the time of platting for each unit in excess of 20 units ("Additional Consideration").

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

**2. VALIDITY OF ASSESSMENTS.** CHH agrees that the Debt Assessments imposed as a lien by the District against the CHH Parcel, are legal, valid and binding liens. CHH

hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such 2007A Debt Assessments.

**3. COVENANT TO PAY.** CHH agrees and covenants to timely pay all such 2007A Debt Assessments levied and imposed by the District on the CHH Parcel to secure units platted on the CHH Parcel, whether the 2007A Debt Assessments are collected by the Walton County Tax Collector pursuant to Section 197.3632, Florida Statutes, by the District, or by any other method allowable by law.

**4. SPECIAL ASSESSMENT REALLOCATION.**

A. Assumptions as to Debt Assessments. Pursuant to the terms of the Settlement Agreement the total amount of 2007A Debt Assessments assessed by the District against the CHH Parcel is stipulated to be \$240,000.00 (or approximately \$1,000.00 per unit per year commencing October 1, 2025 and ending in 2037) assuming the total number of units platted equals 20, such number of units being subject to adjustment as provided herein.

B. Process for Reallocation of Assessments. The 2007A Debt Assessments imposed on the CHH Parcel being platted or submitted for site plan review will be allocated based upon the actual number and type of units being platted. In furtherance thereof, at such time the CHH Parcel is to be platted, CHH covenants that such plat shall be presented to the District.

(i) At the time that any residential plat is presented to the District, the District shall assign 2007A Debt Assessments to each unit and cause such reallocation to be recorded in the District's Improvement Lien Book.

(ii) When the final plat is prepared for the CHH Parcel and presented to the District for review, approval and reallocation of the 2007A Debt Assessments, if the total amount of units to be platted is (a) less than 20 units then a True-Up Payment in the amount of \$12,000 per unit for each unit below 20 units will be due and payable by the party recording the final plat and (b) more than 20 units then Additional Consideration in the amount of \$30,000 per unit for each unit in excess of 20 units will be due and payable by the party recording the final plat.

The parties agree the True-Up Payment and/or Additional Consideration will be paid within one Business day of recording the plat.

If the True-Up Payment or Additional Consideration is not timely paid, the District, after thirty (30) days' notice to CHH that the True-Up Payment or Additional Consideration is due, may record a Notice of Lien of Unpaid Assessments over the lands contained within the plat in the official records of Walton County, Florida, until such time as the True-Up Payment or Additional Consideration has been paid, with such liens running with the land. The District will ensure collection of such amounts in a timely manner in order to meet its debt service obligations, and in all cases, CHH agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the District Bonds. The District shall record the True-Up Payment or Additional Consideration in its Improvement Lien Book.

(iii) The foregoing is based on CHH's representation to the District that CHH intends to develop 20 units on the CHH Parcel. However, the District agrees that nothing herein prohibits more or less than 20 units from being developed. As long as at least 20 units are platted, no True-Up Payment will be required. In the event the total number of units platted on the CHH Parcel exceeds 20, CHH agrees the District may assess each additional unit a 2007A Debt Assessment in the amount of \$1,000 per year like the other units comprising the CHH Parcel.

(iv) Walton County Tax Collector will commence collecting 2007A Debt Assessments in connection with the CHH Parcel on October 1, 2025 based on the number of actual platted units and O&M assessments assuming 20 units.

**5. ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of CHH's obligation to pay the 2007A Debt Assessments and to abide by the application of the True-Up Payment and Additional Consideration, if required, and to guarantee payment of the True-Up Payment or Additional Consideration due on CHH Parcel. This Agreement does not alter or affect the liens created by the attached resolutions of the District creating such liens. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**6. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**7. NOTICE.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered via overnight delivery service, telecopied or hand delivered to the parties, as follows:

If to District: Naturewalk Community Development District  
Attention: District Manager/Kim O'Mera  
Rizzetta & Company, Inc.  
120 Richard Jackson Blvd., Suite 220  
Panama City Beach, FL 32407  
Email: komera@rizzetta.com

With a copy to: Joseph Brown, District Counsel  
Kutak Rock LLP  
107 W College Avenue  
Tallahassee, FL 32301  
Telephone: 850-692-7300  
Email: joseph.brown@kutakrock.com

If to Developer: CH Holdings Inc.  
Attention: Chris B. Hemmings  
1510 S. Clark Avenue  
Tampa, FL 33629  
Email: anchortitletampa@gmail.com

With a copy to: David W. Adams  
Bennet Jacobs & Adams, P.A.  
P.O. Box 3300  
Tampa, FL 33601-3300  
Telephone: 813-452-2882  
Email: dadams@bj-law.com

If to TITAN: Titan Acquisitions, LLC  
Attention: [\_\_\_\_\_]   
840 South Davis Boulevard  
Tampa, Florida 33606  
Email: [\_\_\_\_\_]

With a copy to: [\_\_\_\_\_]   
[\_\_\_\_\_]   
[\_\_\_\_\_]   
[\_\_\_\_\_]   
[\_\_\_\_\_]

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices hand 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 parties may deliver Notice on behalf of the parties.

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. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

**8. ASSIGNMENT AND TRANSFERS.** Neither party may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written consent of the other party. Any purported assignment without such prior written approval is void. Any unrelated third party purchasing all or a portion of the CHH Parcel for value, on which no plat has been recorded in the land records of Walton County, shall be required to enter into a true-up agreement on terms consistent with this Agreement and acceptable to the District and the Trustee.

**9. AMENDMENT.** This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties.

**10. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party. This Agreement shall automatically terminate upon payment in full of the District Bonds, or upon final allocation of all 2007A Debt Assessments to the CHH Parcel, and all True-Up Payments or Additional Consideration, if required, have been paid.

**11. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

**12. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns; notwithstanding the foregoing, the Trustee is made a third party beneficiary for the benefit of the bondholders to enforce the terms hereof in the event the District does not do so.

**13. 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.

**14. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Walton County, Florida.

**15. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**16. EFFECTIVE DATE.** This Agreement shall become effective after execution by the parties hereto on the date reflected above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties execute this Agreement Regarding the True-Up and Payment of 2007A Debt Assessments and Additional Consideration the day and year first written above.

WITNESSES:

**CH HOLDINGS, INC.**, a Florida corporation

\_\_\_\_\_

By: \_\_\_\_\_

Chris B. Hemmings

As its \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)

STATE OF FLORIDA

COUNTY OF WALTON

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2023, by Chris B. Hemmings as \_\_\_\_\_ of CH Holdings, Inc., a Florida corporation, on its behalf. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC



WITNESSES:

**TITAN ACQUISITIONS, LLC**, a Florida limited liability

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
As its \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)

STATE OF FLORIDA

COUNTY OF WALTON

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_ as \_\_\_\_\_ of Tital Acquisitions, LLC, a Florida limited liability company, on its behalf. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

WITNESSES:

**NATUREWALK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)

By: \_\_\_\_\_

Jonette Coram  
Chair, Board of Supervisors

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)

STATE OF FLORIDA

COUNTY OF WALTON

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by Jonette Coram as Chair of the Board of Supervisors of the Naturewalk Community Development District. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

PREPARED BY AND RETURN TO:  
Jason E. Merritt  
GREENBERG TRAUIG, P.A.  
101 East College Avenue  
Tallahassee, Florida 32301

Parcel Identification No. 11-3S-19-25010-000-00E0

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED made this \_\_\_ day of \_\_\_\_\_, 2023, by and between NEW NATUREWALK, LLC, a Florida limited liability company, whose mailing address is 5701 Yeats Manor Drive, Unit 401, Tampa, Florida 33616, hereinafter called the grantor, to CH HOLDINGS, INC., a Florida corporation, whose address is 1510 S. Clark Avenue, Tampa, Florida 33629, and TITAN ACQUISITIONS, LLC, a Florida limited liability company, whose address is 840 South Davis Boulevard, Tampa, Florida 33606, hereinafter collectively called the grantee:

(Wherever used herein the term “grantee” includes the party named as such above, and its successors and assigns)

**WITNESSETH:**

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby remises, releases, and quitclaims unto the grantee, all right, title and interest of grantor, if any, in and to that certain land situate in Walton County, Florida, viz:

See attached **EXHIBIT A**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, if any.

Grantor makes no warranties or representations of any type with respect to the property which is the subject of this Quit Claim Deed.

**This deed is given for the purpose of clearing any cloud on title on the property described herein arising by virtue of that certain Tax Deed dated September 6, 2022, recorded in Official Records Book 3265, Page 4024 of the Public Records of Walton County, Florida.**

TO HAVE AND TO HOLD, the same in fee simple forever.

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed on this, the day and year first above written.

**GRANTOR:**

Signed, sealed and delivered in the presence of:

**NEW NATUREWALK, LLC**, a Florida limited liability company

By: Lerner Real Estate Advisors, Inc., a Florida corporation  
As its sole member

Print: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Print: \_\_\_\_\_

STATE OF FLORIDA                    }  
  }SS  
COUNTY OF HILLSBOROUGH    }

The foregoing Quit Claim Deed was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of Lerner Real Estate Advisors, Inc., a Florida corporation, as sole member of **NEW NATUREWALK, LLC**, a Florida limited liability company, on behalf of the company.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_  
Commission # \_\_\_\_\_  
My Commission Expires:  
\_\_\_\_\_ Personally Known or \_\_\_\_\_ Produced I.D.  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT A**

Tract E, PLAT OF NATUREWALK AT SEAGROVE REPLAT, as recorded in Plat Book 18,  
Page 8 through 8Q, inclusive, Public Records of Walton County, Florida.

# Tab 4

**AGREEMENT FOR INSTALLATION OF FENCE IMPROVEMENTS BETWEEN  
NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AND VIRGIN  
BROTHERS, LLC**

**This Agreement** is made and entered into this 17th day of April, 2023, by and between:

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located entirely in Walton County, Florida, whose office address is 120 Richard Jackson Boulevard, Suite 220, Panama City Beach, Florida 32407, and mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL 33614 (“the District”), and

**VIRGIN BROTHERS, LLC**, whose address is 526 Cosson Road, DeFuniak Springs, Florida 32435 (hereinafter “Contractor”).

**RECITALS**

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

**WHEREAS**, the District has a need to retain an independent contractor to replace existing stormwater retention pond fencing due to structural instability; (the “Work”); and

**WHEREAS**, Contractor represents that it is qualified to serve as a fence installation contractor and has agreed to provide such services to the District; and

**WHEREAS**, the District desires to enter into this Agreement to have Contractor perform the Work.

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

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

**SECTION 2. DUTIES.**

- A.** The duties, obligations, and responsibilities of Contractor are to provide the materials, labor, construction work, and services as described in **Exhibit A**, attached hereto and incorporated herein by reference (“Project”). Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of District. Contractor shall report directly to the District Manager or his/her designee. Contractor shall use all due care to protect the property of the District from damage. Contractor

agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

- B.** Should any error or inconsistency appear in the construction specifications, Contractor, before proceeding with the Project, must notify the District for the proper adjustment, and in no case proceed with the Project in uncertainty nor with insufficient drawings.
- C.** This Agreement grants to Contractor the right to enter District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Changes in the Project, labor, or materials for the Project may be accomplished by change order that demonstrates the written agreement of the District and Contractor upon the change in the Project, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his/her designee.
- E.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, Contractor must clean mud and other debris from the District streets used as access to and from the building site. At completion of the Project, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. If Contractor fails to clean up as provided in this Agreement, the District may do so and the cost, if any, shall be reimbursed by Contractor.

### **SECTION 3. COMPENSATION.**

- A.** As compensation for the completion of the Project, the District agrees to pay Contractor **Eight Thousand Seven Hundred Forty-Four Dollars (\$8,744.00)**, as more specifically set forth in **Exhibit A**. The District shall pay Contractor a deposit equal to fifty percent of the total contract amount prior to commencement of the Project in the amount of **Four Thousand Three Hundred Seventy-Two Dollars and Twenty-five Cents (\$4,372.25)**. Contractor shall invoice the District upon completion of the Project and final acceptance by the District, at which time the District shall pay contractor the remaining balance.
- B.** If the District should desire additional services, Contractor agrees to negotiate in good faith to undertake such additional work or services. However, no additional services shall be provided by Contractor prior to the parties' successful negotiations of the additional terms and compensation. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such



agreed upon additional services upon mutual terms agreeable to the parties and agreed to in writing.

- C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. DATE OF COMPLETION.** Contractor shall complete the Project within sixty (60) calendar days of the issuance of a Notice to Proceed by the District. The completion date may be adjusted to address any delays caused by the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the Project is not completed within the times specified herein. Contractor and the District acknowledge and agree that the District may terminate this Agreement for cause if Contractor cannot substantially adhere to the agreed upon timing provided in this Section.

**SECTION 5. TERMINATION.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) 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. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for any and all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

**SECTION 6 WARRANTY.** 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. Contractor hereby warrants the materials for a period of one (1) calendar year from the date of District's final acceptance of the Project. Neither final acceptance of the Project, nor final payment, nor any provisions of this Agreement shall relieve Contractor of the responsibility for defective or deficient materials or services. If any of the services provided under this Agreement are found to be defective, deficient or not in accordance with this 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 the District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (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, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor agrees that the warranties and covenants provided herein may be assigned to the District upon conveyance of the constructed improvements to the District.

**SECTION 7. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000/\$2,000,000

Contractor shall provide the District with a certificate naming the District, its officers, and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this Section shall be sent to the District prior to the commencement of any performance under this Agreement.

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

**SECTION 8. INDEMNIFICATION.**

- A. Contractor agrees to indemnify and hold harmless the District and its officers, staff, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of services related to this construction contract.

- B.** Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with Section 8 provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 10. NO THIRD-PARTY BENEFICIARIES.** Except for as described in Section 6, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 11. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly

employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

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

**SECTION 12. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials and/or the compensation to be provided under this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** conflict with provisions of this Agreement, this Agreement shall control.

**SECTION 13. 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 Contractor.

**SECTION 14. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement and be bound by this Agreement.

**SECTION 15. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand-delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the parties, as follows:

**A. If to District:** NatureWalk  
Community Development District  
c/o Rizzetta & Company, Inc.  
3434 Colwell Ave.  
Tampa, FL 33614  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Virgin Brothers, LLC  
526 Cosson Road  
DeFuniak Springs, Florida 32435  
Attn: Woodrow Virgin

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 District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth in this Agreement.

**SECTION 16. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 17. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Walton County, Florida

**SECTION 18. 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.

**SECTION 19. 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.

**SECTION 20. 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.

**SECTION 21. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 22. ASSIGNMENT.** Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments

attempted to be made by Contractor without the prior written approval of the District are void.


**SECTION 23. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The 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.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**NATUREWALK COMMUNITY  
DEVELOPMENT DISTRICT**

  
Secretary Assistant Secretary

  
Chairperson, Board of Supervisors

WITNESS:

**VIRGIN BROTHERS, LLC**

By: \_\_\_\_\_

  
Woodrow Virgin (Apr 17, 2023 11:55 CDT)  
By: Woodrow Virgin  
Its: MGR

**Exhibit A:** Proposal

Exhibit A

VIRGIN BROTHERS LLC

PROJECT NAME	ESTIMATED START DATE
NATURE WALK FENCE	04/19/23
JOB LOCATION	ESTIMATED DATE OF COMPLETION
NATURE WALK	04/27/23

OWNER INFORMATION	
COMPANY NAME	CONTACT NAME
VIRGIN BROTHERS LLC	
ADDRESS	
526 COSSON ROAD	
OWNER EMAIL	OWNER PHONE
woodyvirgin@embargmail.com	850 333 3547

SUBCONTRACTOR INFORMATION	
COMPANY NAME	CONTACT NAME
ADDRESS	
SUBCONTRACTOR EMAIL	SUBCONTRACTOR PHONE

SCOPE OF WORK

REBUILD 148 FEET OF FENCE 4x6 POSTS 2x4 CROSS FRAMING WIRE PANELING STAIN 148 FEET OF NEW FENCE	REPLACE ALUMINUM SPINDLE ON POND 18 FENCE
---	---

MATERIALS AND SERVICES NOT INCLUDED

TOTAL COST: \$ 8744.50
------------------------

AGREEMENT TERMS

ESTIMATED 6-8 DAYS OF WORK 50% DEPOSIT UP FRONT
PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED BY DATE OF

ACCEPTANCE OF PROPOSAL

Proposed costs, specifications, and conditions detailed above are accepted, and specified work is authorized to begin on the agreed upon date. Payment for services rendered will be made as specified.

AUTHORIZED CLIENT SIGNATURE	DATE OF ACCEPTANCE

# Tab 5



# Southeast Straw Company, Inc.

9311 Lee Road 146  
Opelika, AL 36804  
(334) 749-6565  
(334) 749-6522 (fax)  
Email: office@southeaststraw.com

April 4, 2023

**Quote good for 30 days only!**

NatureWalk CDD  
Destin, FL

ATTN: Jonette Coram

Thank you for considering Southeast Straw Co., Inc. for your strawing needs. We have built a reputation for dependable service and delivering a quality product. We are fully insured and will provide proof of insurance if needed.

Installation Rate	-	\$6.75
Fuel Surcharge	-	\$.20
Estimated Bales	-	4,475
Total Based on Estimated Bales	-	\$31,101.25

Our square bales cover approximately 40 to 50 square feet and round bales is 2.25 a square bale. This price includes installation, shovel tucking and all necessary clean up pertaining to the installation.

Thank you again for allowing Southeast Straw Company, Inc. to assist you with your pine straw needs. Please feel free to call me if you need additional information - 334-749-6565 or cell 334-703-7480.

Sincerely,  
Carleton Ledbetter  
President

# Tab 6

**CDD Action Requested:** The NatureWalk HOA requests CDD approval of the following changes to the location of Fido Stations 11 and 12:

- Relocate existing station #11 to Prairie Pass near the second intersection of Sandgrass and Prairie Pass and reinstall by light pole #100 (see photos).
- Relocate new Fido Station #12 from CDD approved location adjacent to Pond 25 on Prairie Pass (the fence corner post and sidewalk) to the area at the first intersection of Prairie Pass and Sandgrass where the directional sign is located (see attached photo).

**History:** After the HOA Board approved the acquisition and locations of additional Fido Stations, an owner from Phase 3 voiced concern about the planned location of Fido Station #12. On Thursday, March 9 an HOA Board member met with a group of owners from three different lots in the vicinity of the proposed location and was presented with letters from two additional lot owners voicing their concern. Among the issues discussed were: (1) the owners of the properties that would face Fido Station #12 paid lot premiums for a view of a nature preserve; (2) the clanking of the metal lid and odors emanating from existing stations in the neighborhood are offensive to those who live near them; and (3) there wouldn't be any camouflaging landscaping as exists around other Fido stations in the community. The group walked the neighborhood to identify alternative locations when the subject of existing Fido Station (#11) came up. It is the only station in NatureWalk in the middle of a green space; it has no camouflaging landscaping as exists around other Fido stations; sticks out like a sore thumb, and at times emanates odors that interfere with family activities like parties that are occasionally held on the green space (which NatureWalk has very little of in proximity to residences).

Based on these discussions, the HOA Board has no issue with an alternative plan for the location of two of the three (numbers 11 and 12) Fido Stations in Phase 3: as stated above, relocate existing station #11 to Prairie Pass near the second intersection of Sandgrass and Prairie Pass and by lightpole #100 and relocate new Fido Station #12 to the area at the first intersection of Prairie Pass and Sandgrass where the directional sign is located (see attached photos). The approved relocation of Fido Station #10 to the back area of Prairie Pass at the entrance to the state forest remains the same. The exact placements will be coordinated with the CDD.

**Rationale:** This placement would put the Fido Stations more equally distanced from each other and would provide stations for walkers whether they choose to use Sandgrass or Prairie Pass through Phase 3. Additionally, these locations are near intersections, have some existing landscaping or other items that can camouflage them to some extent, keeps the Fido stations and their less desirable attributes away from homes, and are close to streetlights to illuminate them for nighttime use. The proposed new location for Station #11 affects no owner's view; the proposed new location for Station #12 has minimal visual impact on homes.

If approved by the CDD, the HOA agrees to move/install the Fido Stations at the proposed locations in the presence of a Supervisor at HOA cost.



Current location #11



Proposed location #11



Proposed location #12

**KEY**



Station w/Receptacle



Station w/o Receptacle



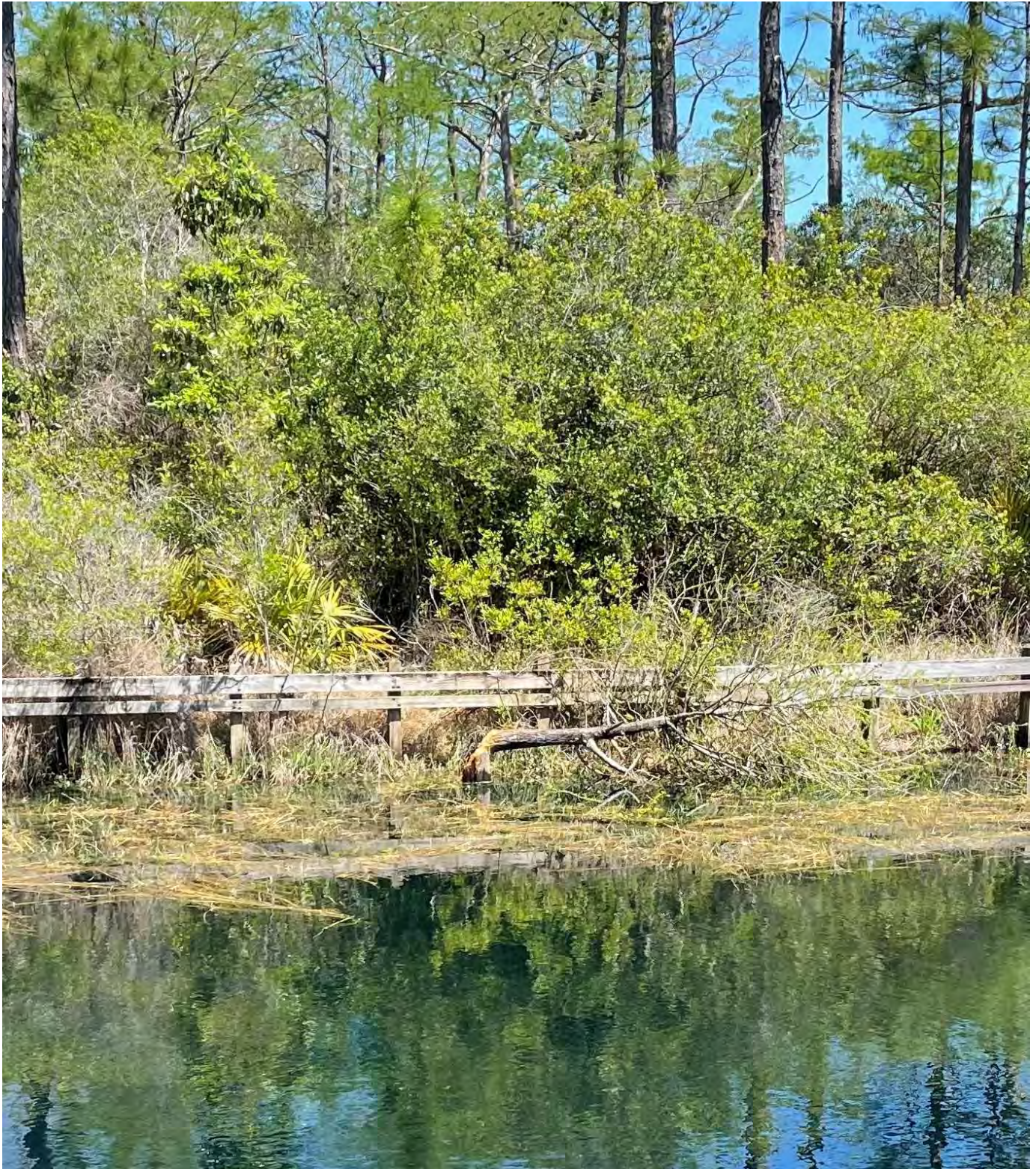
Proposed New Station



Recommendation: Purchase Receptacles for #2, 3, and #10.  
Recommendation: Purchase New Station for #12  
Recommendation: Move #10 with New Receptacle to new #10.

# Tab 7

NatureWalk CDD  
March 9, 2023 Business Item : Beaver Activity  
Location: Behind 633 Sandgrass Boulevard (Pond #4)



NatureWalk CDD  
March 9, 2023 Business Item : Beaver Activity  
Location: Behind 633 Sandgrass Boulevard (Pond #4)

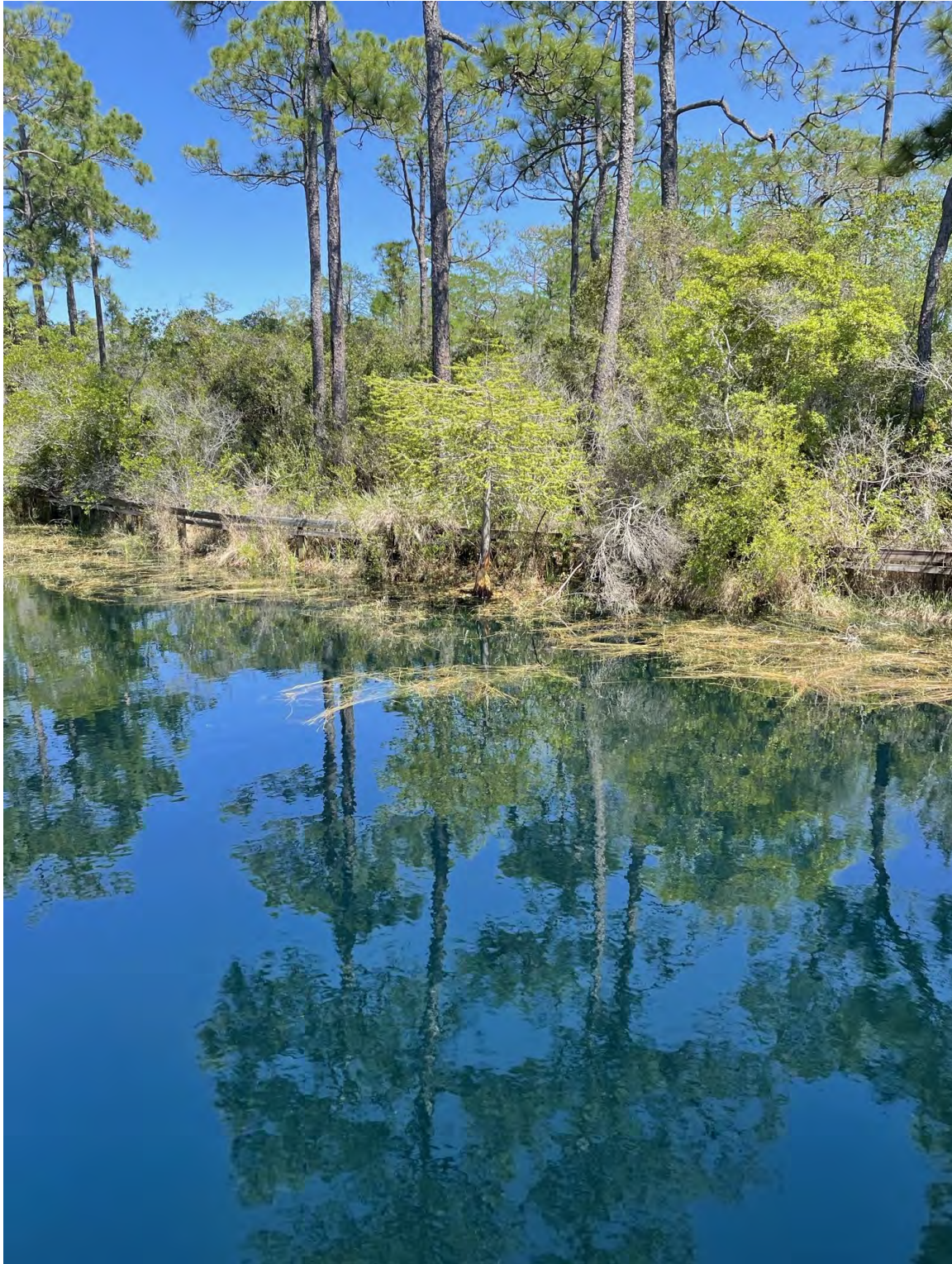


NatureWalk CDD  
March 9, 2023 Business Item : Beaver Activity  
Location: Behind 633 Sandgrass Boulevard (Pond #4)





NatureWalk CDD  
March 9, 2023 Business Item : Beaver Activity  
Location: Behind 633 Sandgrass Boulevard (Pond #4)



NatureWalk CDD  
March 9, 2023 Business Item : Beaver Activity  
Location: Behind 633 Sandgrass Boulevard (Pond #4)



# Tab 8

May 2, 2023

To: Kim O'Mera  
LCAM/District Manager

Re: Roadway and Sidewalk Settlement  
Along Northeast Corner of Bridge #1

Naturewalk at Seagrove  
Santa Rosa Beach, Florida 32459

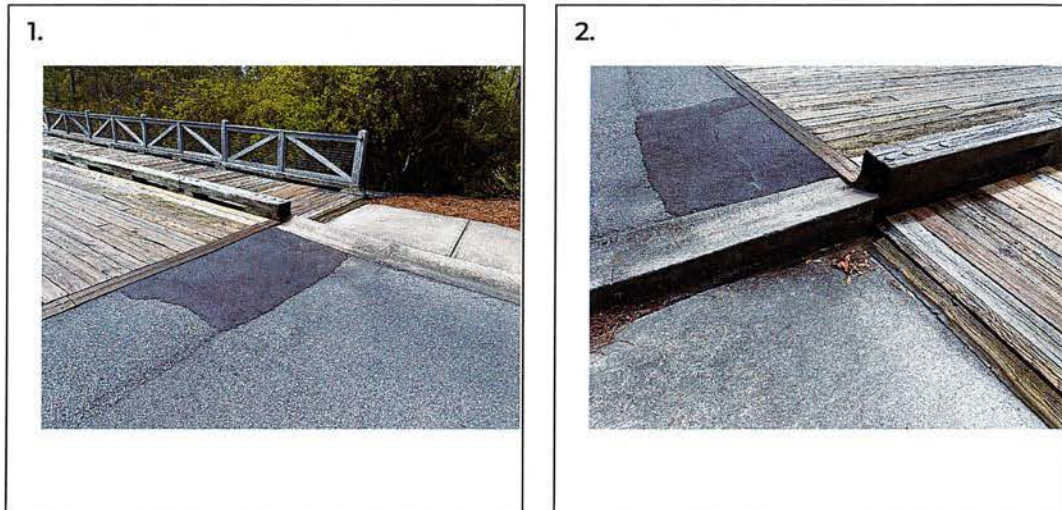


Kim,

Thank you for allowing Atlas Engineering and Consulting the opportunity to investigate the observed settlement/displacement of the roadway and sidewalk along the Northeast corner of bridge #1. Asphalt repairs to the West bound vehicular travel lane in addition to approximately 3" of vertical displacement within the sidewalk apparent where systems intersect the East bridge abutment.

As a result of the displacement, a void between the asphalt and concrete surfaces was found. At this location, we employed the use of a borescope camera as an effort to determine the cause of the displacement. Please see our findings below.

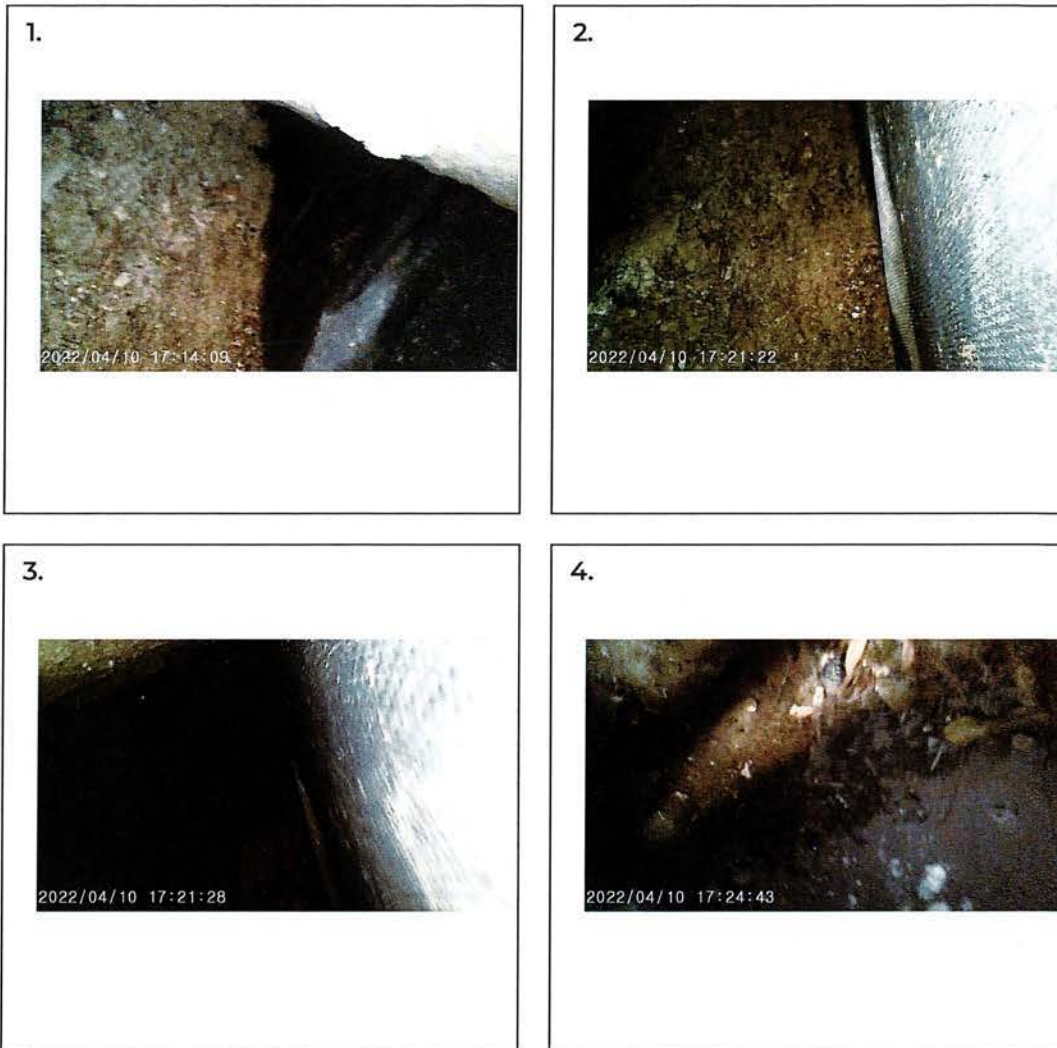
Location of Settlement/Displacement



Asphalt repairs and displacement may be observed in photos above.

May 2, 2023

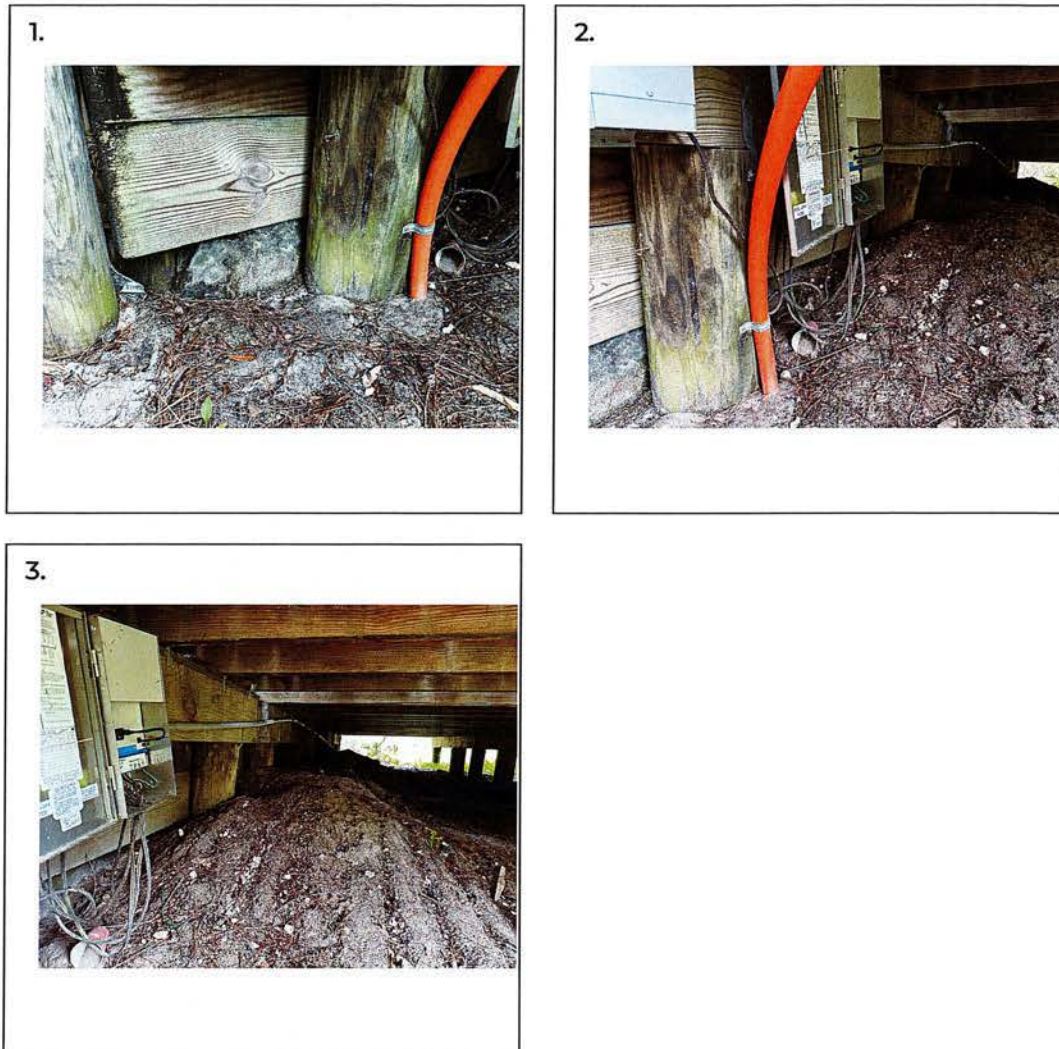
Borescope Photos within Void



Due to quality of photos, features may be difficult to discern but a void may be seen below the existing roadway and sidewalk. The size of the void is anticipated to be approximately 1 foot wide, 1 ½ ft deep, and terminate near the centerline of the roadway.

Geofabric may be seen near the right side of photos 1-3 detailing the location of abutment in relation to void.

Conditions of Bridge Abutment from Below Bridge



Photos above detail the current conditions of the exterior face of the East abutment below bridge. Slight protruding of geofabric may be seen along bottom of North portion of abutment.

Conclusion and Remedial Recommendations


The settlement of roadway and sidewalk is a result of displaced bearing substrate. The site grading characteristics were analyzed during visit to determine if stormwater runoff was the cause, but the flow of water does not appear to be directed to this location. Additionally, the abutment does show signs of protrusion along bottom edge of geofabric, but the displaced volume does not appear to match volume of void.

May 2, 2023

Based on our findings, we anticipate lack of compaction efforts during construction and the absence of aggregate roadway/sidewalk base material to be the main culprits associated with the formation of the void. Rainfall, vibrations, temperature variations, etc. can cause the soil particles to displace into more confined configurations thus resulting in airspace where soil was present previously.

We recommend that an additional pressure treated timber board be installed along bottom of abutment to ensure proper retainage of soil material beyond and no further lateral displacement may take place. The areas of asphalt and concrete affected by settlement should be removed to allow for placement of additional roadway base material. Base material should be compacted to 98% of the modified proctor values for the material being used. Once placement of base material is finalized, asphalt and concrete may be placed.

Please feel free to reach out with any further questions.

	<p>DocuSigned by: <i>Cody L. Harden P.E.</i> 1A2514704606404...</p>
	<p>THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY CODY L. HARDEN, PE, ON <u>05/02/2023</u>.</p> <p>PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.</p>

# Tab 9



## Sidewalk Audit

Performed by Jonette Coram

April 14, 2023

**Scope of work:** remove sidewalk panel, remove roots, re-level sand beneath, reinstall panel at level grade OR alternatively, a vendor that could inject material underneath the sidewalks to level them.

Requesting two proposals:

1. Sidewalk panels, sized 6 feet wide x various lengths
  - Qty = 12
  - Location: CR395 to Beargrass
  
2. Sidewalk panels, sized 3 feet wide x various lengths
  - Qty = 34
  - Locations are homes at the following addresses:
    - Beargrass: 20, 35, 43
    - Cinnamon Fern: 5 (front & side x2), 8, 24, 45, 50
    - Sandgrass: 579, 610, 616, 630, 633, 641, 770, 818, 871x2, 1135
    - Flatwoods Forest Loop: 35, 89, 100, 195, 418, 462, 604, 667, 694x2, sidewalk near the greenspace between 15 Chordgrass & 8 Lovegrass
    - Chordgrass: 30, 59

# Tab 10

**Painting Project Audit**  
**Prepared by Jonette Coram**  
**April 17, 2023**

Safety signs

- Qty = 15
- Material: wood, 4x4 x various heights
- Color TBD, match street signposts

Street signposts

- Qty = 18 posts
- Material: 4x4x10 pvc covered wood posts
- Street name signs are wood, names inset (will need to discuss how to address with the vendor, so I did not count them yet, but assume 2 per post)
- Color TBD

Light posts

- Qty = 42
- Material: metal, 4x4 posts have a textured bronze, powder coated finish and plastic decorative bases
- 27 are stained with well water (#1-26)
- 15 are faded to pink (#34, #46, #48-58, #89-90)
- The posts are numbered at the base - these numbers MAY NOT be painted over
- Color: match the light fixtures
- Total # of posts is 111. BOS may want two separate quotes 42 & 111 to compare.

**Tab 11**

APRIL 20, 2023

# NATUREWALK AT SEAGROVE

POND 13 BULKHEAD RECOMMENDED SCOPE OF WORK REPORT

PREPARED BY: INNERLIGHT ENGINEERING CORPORATION

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# NATUREWALK AT SEAGROVE

## POND 13 BULKHEAD RECOMMENDED SCOPE OF WORK REPORT

**PREPARED FOR:**

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT  
120 RICHARD JACKSON BLVD  
PANAMA CITY BEACH, FL 33614

**PREPARED BY:**

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

**NARRATIVE**

1.0 INTRODUCTION ..... 4

2.0 RETAINING WALL BULKHEAD ..... 4

    2.1 Bulkhead Top Cap Condition Assessment ..... 5

    2.2 Recommended Scope of Work ..... 7

    2.3 Replacement Options ..... 7

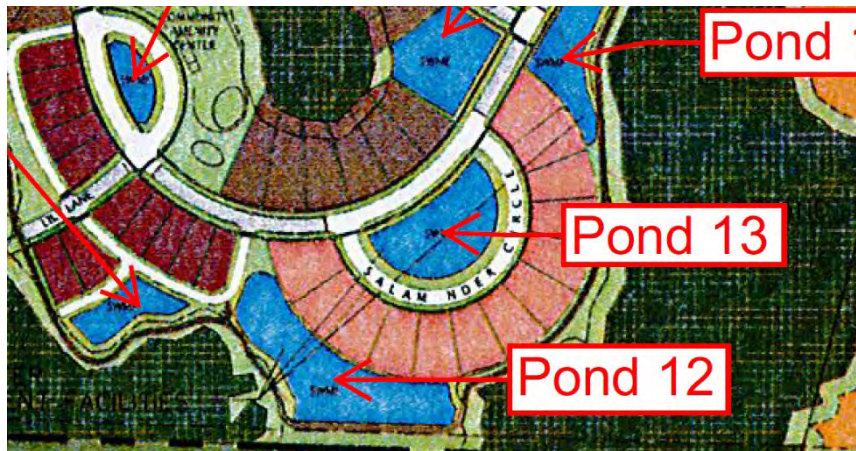
3.0 CONCLUSION / FINAL DISCUSSION ..... 8

**TAB A EXISTING CONDITION PHOTOGRAPHS**

PHOTOGRAHS ..... A

## 1.0 INTRODUCTION

The purpose of this report is to provide cursory existing conditions and proposed replacement analysis of the Pond 13 retaining wall bulkhead within the Naturewalk at Seagrove neighborhood to serve as a scope of work document. According to District personnel, there is a concern related to the condition of the bulkhead timber top cap. The District Manager has requested and received a repair analysis and proposal from one contractor, Emerald Coast Scapes, as of the date of this report. The location of the pond is on the south side of Sand Grass Boulevard, between both connections to Salamander Circle, see location map below.



## 2.0 RETAINING WALL BULKHEAD

The referenced bulkhead and associated retaining wall are located along the north end of Pond 13 as shown in the below photo. The bulkhead sits atop a steel sheet pile retaining wall. There is a timber barrier fence located just north of the wall. The length of the bulkhead is approximately 190 linear feet. The bulkhead components generally appear to consist of top cap boards (timber), front water boards (timber), and backside water boards (timber), and associated connection hardware such as threaded bolts / rods, nuts, screws, and nails, see second photo below.







## 2.1 Bulkhead Top Cap Condition Assessment

Innerlight Engineering Corporation (IEC) performed a site visit on April 14, 2023, to provide an opinion of the condition of the existing bulkhead top cap timber boards and associated fasteners. The existing bulkhead is approximately 190 linear feet in total length. The top cap consists of twin, 2-inch thick (nominal) timber boards, with both boards butted together. The existing boards are of varying length and condition and consist of an approximate total of 380 board feet. It appears based on visual inspection, that the boards are secured by fasteners (nails and screws) into the front and rear waler boards as well as other locations. It is not clear what the existing screws nails are connecting to between both walers.

Timber boards are commonly assessed by their level of deterioration. The following levels of deterioration could be considered for condition assessment rating purposes and are used herein:

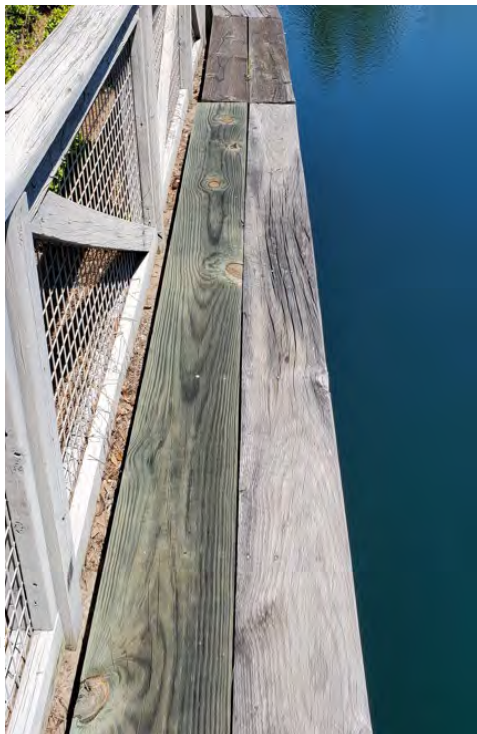
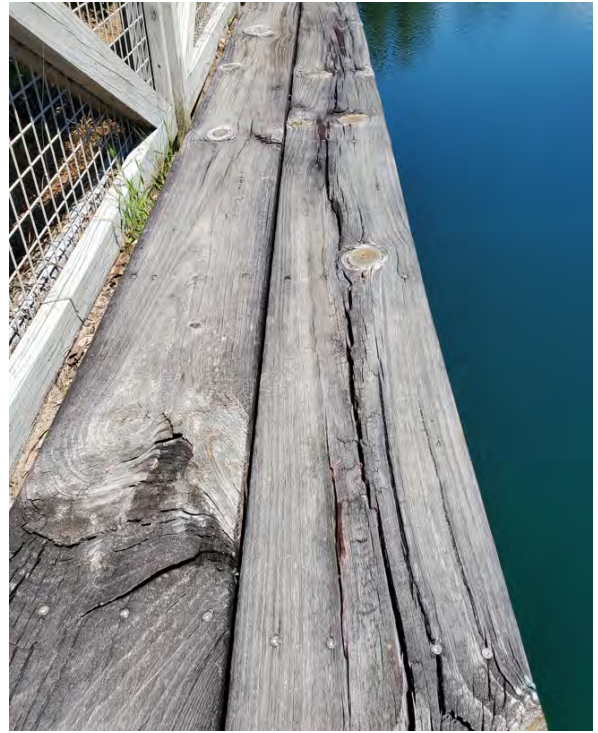
- Severely Deteriorated
- Significantly Deteriorated
- Moderately Deteriorated
- Slightly Deteriorated
- Not Deteriorated

Based on a visual subjective assessment only, the timber boards are observed to vary in condition from “Severely Deteriorated” to “Not Deteriorated”. In our estimation, approximately 20% of the boards are “Severely Deteriorated”,

approximately 40% of the boards "Significantly Deteriorated", approximately 20% are "Moderately Deteriorated", and approximately 20% are "Not Deteriorated".

It is IEC's observation that the "Significantly Deteriorated" boards observed contain significant weathering, cracking and splitting with some deterioration present. However, when walking on these boards, structurally, many subjectively felt firm and solid. The "Severely Deteriorated" wood depicted evidence of severe rotting / deterioration and was unstable under foot and may be considered a safety hazard. Aesthetically and from a visual consistency standpoint, it is IEC's opinion that the top cap is in poor overall aesthetic condition.

Below are some photographs of the timber top cap.



## 2.2 Recommended Scope of Work

IEC would recommend that the Scope of Work include specific demolition and removal of existing material with quantities, proposed material quantities and specific materials to be supplied including fasteners. IEC would recommend fasteners to include marine / exterior grade stainless steel screws. We would also recommend a construction schedule be provided as well as a suitable workmanship warranty. Additionally, we would recommend that all proposal(s) include language to confirm that upon completion of installation of top cap boards, all boards will be securely and suitably fastened down. Our concern is specifically how boards are to be fastened between front and rear waler boards.

## 2.3 Replacement Options

Three replacement options which could be considered by the District are as follows along with IEC's commentary:

- **Do Nothing**
  - An estimated 20% of the top cap boards are Severely Deteriorated and should be replaced, therefore, IEC would not recommend this option.
- **Selective Board Replacement**
  - This option, at a minimum, would involve demolition and removal of boards that are Severely Deteriorated which is estimated at 20%.
  - IEC would further recommend, to take advantage of economy of scale, replacement of the Significantly Deteriorated boards as well which is estimated at 40%.
  - This option would result in a total board replacement of approximately 60% for replacement of both Severely and Significantly Deteriorated boards.
  - Option Benefit(s): This option should result in a slightly lower cost to District at this time.
  - Option Weaknesses: Aesthetics / Will require further ongoing monitoring of remaining boards in near & mid-terms.
- **Full Replacement**
  - This option would involve demolition and replacement of all top cap timber boards and all new hardware.
  - This option would propose replacement of an additional 40% of the top cap boards than the second option above.
  - Option Benefit(s): This option, with proper workmanship, will provide a new top cap which would improve aesthetics and ensure a structurally sound platform for years to come and should not require expert monitoring / inspections for quite some time. This option should be the most efficient in relation to economy of scale and eliminate additional future mobilization / demobilization costs.
  - Option Weaknesses: Higher current cost.

### 3.0 Conclusion / Final Discussion

Given the above replacement options, economy of scale efficiencies, future maintenance, aesthetics, and improved safety, IEC would recommend that the District implement the Full Replacement option discussed above.

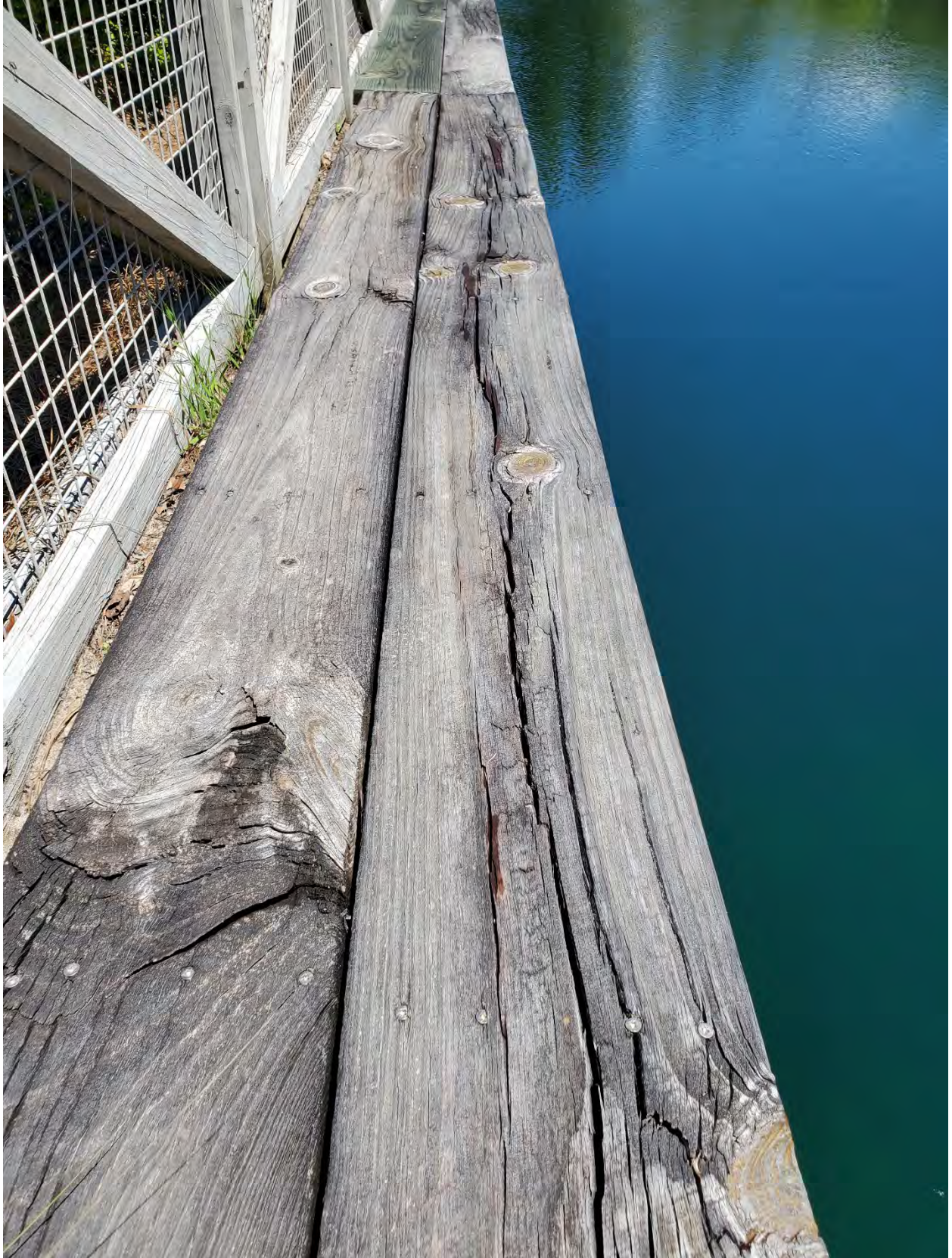
One concern IEC identified and we would recommend to be investigated prior to authorization of the work would be the method / manner in how to secure the new top cap boards **in between** the existing walers and what structural supports are available underneath top cap. We would recommend having a contractor complete a limited analysis to insure there is a sufficient structural element that will allow fasteners to secure boards between walers. This is not evident visually from the top of wall and would most likely require removal of a couple boards to investigate.

# TAB A EXISTING CONDITION PHOTOGRAPHS

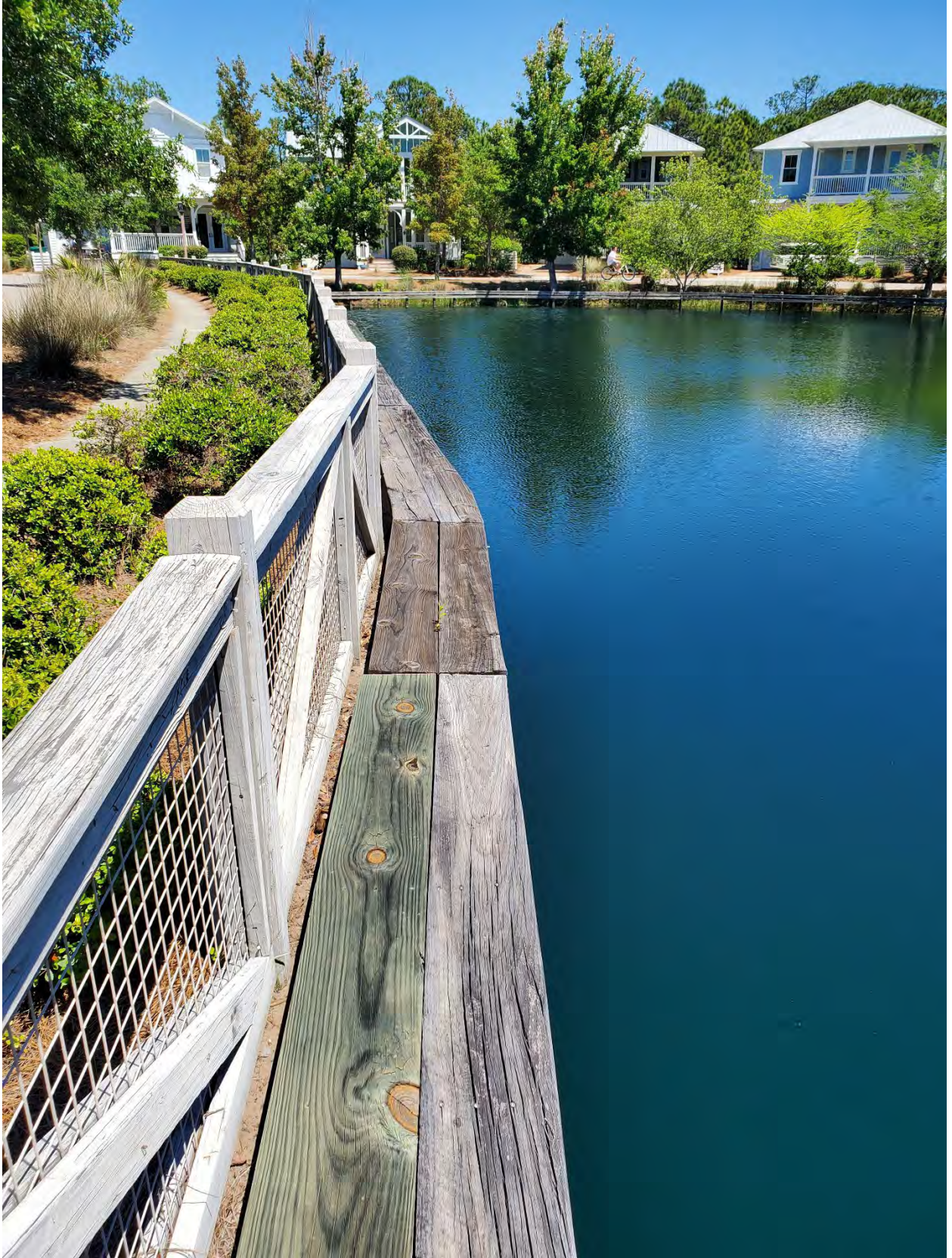






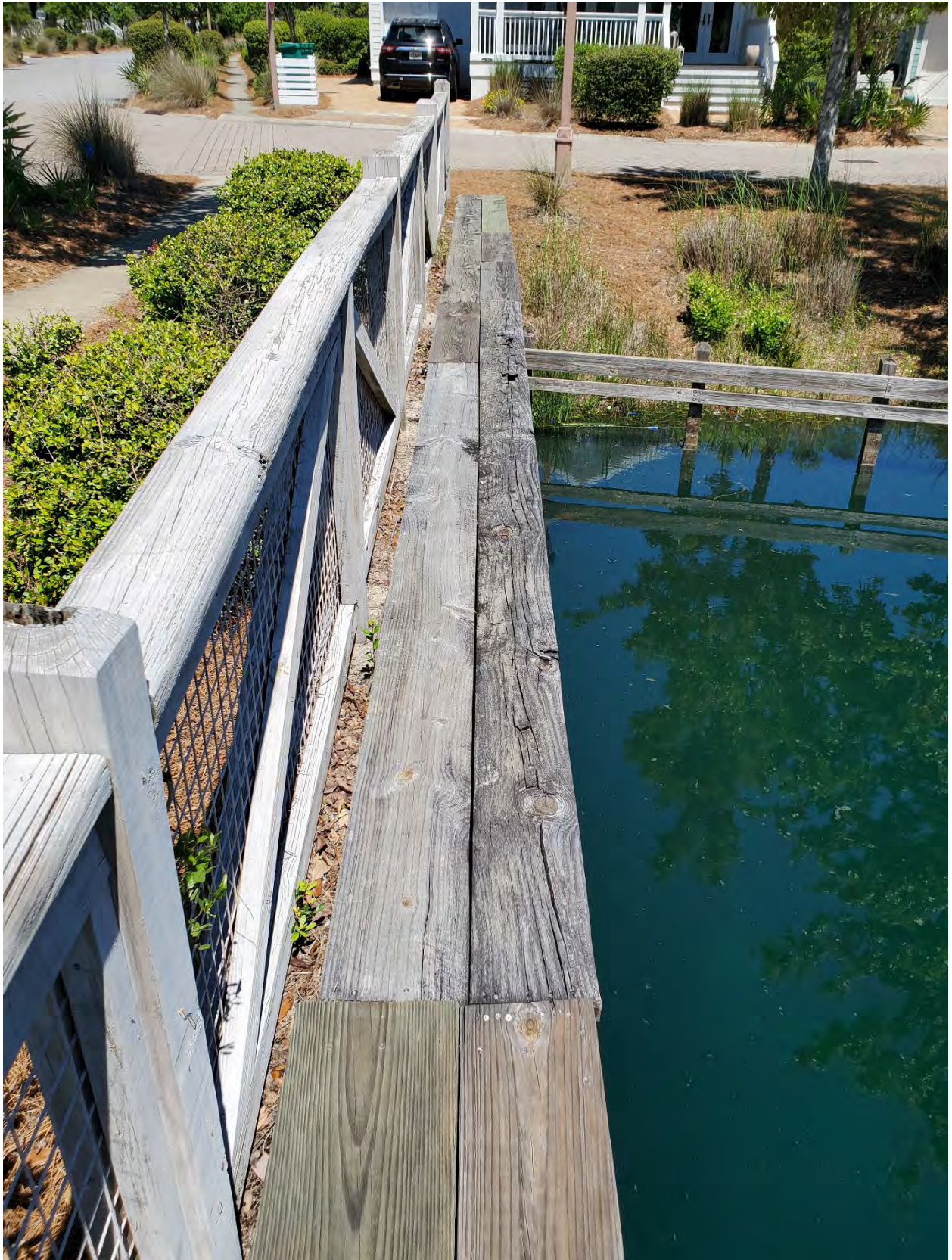
















# Tab 12

Recommendation from Justin Gorman with RJ Gorman Marine

Use 2X6 and turn the orientation of the deck board 90 degrees from the current for a better finished look.

**EXAMPLE**





# Tab 13



Rizzetta & Company

# NatureWalk Community Development District

[www.naturewalkcdd.org](http://www.naturewalkcdd.org)

---

**Proposed Budget for Fiscal Year 2023-2024**

**Presented by: Rizzetta & Company, Inc.**

120 Richard Jackson Boulevard, Ste #220  
Panama City Beach, FL 32407  
Phone: 850-334-9055

[rizzetta.com](http://rizzetta.com)

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<b>Reserve Fund Budget for Fiscal Year 2023/2024</b>	<b>3</b>
<b>Debt Service Fund Budget for Fiscal Year 2023/2024</b>	<b>4</b>
<b>Assessments Charts for Fiscal Year 2023/2024</b>	<b>5</b>
<b>General Fund Budget Account Category Descriptions</b>	<b>7</b>
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Rizzetta & Company

**Proposed Budget**  
**NatureWalk Community Development District**  
**General Fund**  
**Fiscal Year 2023/2024**

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	<b>REVENUES</b>							
3								
4	Special Assessments							
5	Tax Roll*	\$ 536,125	\$ 836,814	\$ 836,814	\$ -	\$ 836,814	\$ -	Tax Roll allocations to be determined upon final roll certifications.
6								
7	<b>TOTAL REVENUES</b>	<b>\$ 536,125</b>	<b>\$ 836,814</b>	<b>\$ 836,814</b>	<b>\$ -</b>	<b>\$ 836,814</b>	<b>\$ -</b>	
8								
9	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10								
11	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 536,125</b>	<b>\$ 836,814</b>	<b>\$ 836,814</b>	<b>\$ -</b>	<b>\$ 836,814</b>	<b>\$ -</b>	
12								
13	<b>EXPENDITURES - ADMINISTRATIVE</b>							
14								
15	Legislative							
16	Supervisor Fees	\$ 4,400	\$ 8,800	\$ 12,000	\$ 3,200	\$ 12,000	\$ -	Maintained at same rate.
17	Financial & Administrative							
18	Room Rentals	\$ -	\$ 450	\$ 1,000	\$ 550	\$ 1,000	\$ -	
19	Administrative Services	\$ 4,500	\$ 9,000	\$ 9,000	\$ -	\$ 9,360	\$ 360	
20	District Management	\$ 11,869	\$ 23,738	\$ 23,738	\$ -	\$ 27,300	\$ 3,562	
21	District Engineer	\$ 6,000	\$ 28,800	\$ 35,000	\$ 6,200	\$ 30,000	\$ (5,000)	
22	Disclosure Report	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
23	Trustees Fees	\$ -	\$ 7,000	\$ 7,000	\$ -	\$ 7,000	\$ -	Maintained at same rate.
24	Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,200	\$ 200	
25	Financial & Revenue Collections	\$ 1,872	\$ 3,744	\$ 3,744	\$ -	\$ 3,894	\$ 150	
26	Accounting Services	\$ 8,000	\$ 16,000	\$ 16,000	\$ -	\$ 16,640	\$ 640	
27	Auditing Services	\$ -	\$ 3,100	\$ 3,100	\$ -	\$ 3,700	\$ 600	
28	Miscellaneous Administrative Fees	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	
29	Arbitrage Rebate Calculation	\$ -	\$ 450	\$ 450	\$ -	\$ 450	\$ -	Per agreement. Amtec \$450 annually 21,22,23,24,&25
30	Public Officials Liability Insurance	\$ 1,652	\$ 2,796	\$ 3,050	\$ 254	\$ 3,050	\$ -	Placeholder, monitor projections for FY23-24 prior to final.
31	Supervisor Workers Comp Insurance	\$ 850	\$ 850	\$ 840	\$ (10)	\$ 850	\$ 10	Placeholder, monitor projections for FY23-24 prior to final.
32	Legal Advertising	\$ 913	\$ 1,826	\$ 3,500	\$ 1,674	\$ 3,500	\$ -	Maintained at the same rate.
33	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	Payable to State annually.
34	Website Hosting, Maintenance, Backup & Email	\$ 2,850	\$ 5,700	\$ 5,700	\$ -	\$ 6,000	\$ 300	
35	Legal Counsel							
36	District Counsel	\$ 19,568	\$ 39,136	\$ 40,000	\$ 864	\$ 40,000	\$ -	Maintained at same rate.
37	Special Legal Services							
38	Litigation / Mediation	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	Placeholder for potential minimal litigation costs.
39								
40	<b>Administrative Subtotal</b>	<b>\$ 72,649</b>	<b>\$ 161,565</b>	<b>\$ 179,297</b>	<b>\$ 17,732</b>	<b>\$ 185,119</b>	<b>\$ 5,822</b>	
41								
42	<b>EXPENDITURES - FIELD OPERATIONS</b>							
43								
44	Electric Utility Services							
45	Utility - Electricity	\$ 8,980	\$ 17,960	\$ 21,600	\$ 3,640	\$ 21,600	\$ -	Maintained at same rate, monitor prior to final.





**Debt Service**  
**Fiscal Year 2023/2024**

Chart of Accounts Classification	Series 2007A	Budget for 2023/2024
<b>REVENUES</b>		
Special Assessments		
Net Special Assessments <sup>(1)</sup>	\$411,259.14	\$411,259.14
<b>TOTAL REVENUES</b>	<b>\$411,259.14</b>	<b>\$411,259.14</b>
<b>EXPENDITURES</b>		
<b>Administrative</b>		
Debt Service Obligation	\$411,259.14	\$411,259.14
<b>Administrative Subtotal</b>	<b>\$411,259.14</b>	<b>\$411,259.14</b>
<b>TOTAL EXPENDITURES</b>	<b>\$411,259.14</b>	<b>\$411,259.14</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>

Collection Costs (2%) and Early Payment Discount (4%) applicable to the county: 6.0%

**Gross assessments** **\$437,509.72**

**Notes:**

Tax Roll Collection Costs (2%) and Early Payment Discount (4%) for Walton County is 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less Prepaid Assessments received.

**NATURE WALK COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

2023/2024 O&M Budget		\$911,814.00
County Collection Cost @	2%	\$19,400.30
Early Payment Discount @	4%	\$38,800.60
<b>2023/2024 Total</b>		<b>\$970,014.89</b>

2022/2023 O&M Budget	\$911,814.00
2023/2024 O&M Budget	\$911,814.00

<b>Total Difference</b>	<b>\$0.00</b>
-------------------------	---------------

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
<b>Bond Series 2007A Debt Service - Single Family 35'</b>				
Operations/Maintenance - Single Family 35'	\$1,138.28	\$1,138.28	\$0.00	0.00%
<b>Total</b>	<b>\$2,939.94</b>	<b>\$2,939.94</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Bond Series 2007A Debt Service - Single Family 45'</b>				
Operations/Maintenance - Single Family 45'	\$1,463.51	\$1,463.51	\$0.00	0.00%
<b>Total</b>	<b>\$3,787.65</b>	<b>\$3,787.65</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Bond Series 2007A Debt Service - Office Building <sup>(1)</sup></b>				
Operations/Maintenance - Office Building	\$0.00	\$0.00	\$0.00	0.00%
<b>Total</b>	<b>\$6,612.10</b>	<b>\$6,612.10</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Bond Series 2007A Debt Service - Multifamily</b>				
Operations/Maintenance - Multifamily	\$978.92	\$978.92	\$0.00	0.00%
<b>Total</b>	<b>\$1,549.43</b>	<b>\$1,549.43</b>	<b>\$0.00</b>	<b>0.00%</b>

<sup>(1)</sup> Prepaid Debt Service Assessment



**NATURE WALK COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET		\$911,814.00
COLLECTION COSTS @	2.0%	\$19,400.30
EARLY PAYMENT DISCOUNT@	4.0%	\$38,800.60
TOTAL O&M ASSESSMENT		<u>\$970,014.89</u>

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT		
	O&M	SERIES 2007A DEBT SERVICE <sup>(1)(2)</sup>	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M	2007A DEBT SERVICE <sup>(3)</sup>	TOTAL <sup>(4)</sup>
SINGLE FAMILY 35	143	82	1.00	143.00	26.56%	\$257,637.69	\$1,801.66	\$1,138.28	\$2,939.94
SINGLE FAMILY 45	153	84	1.29	197.37	36.66%	\$355,594.06	\$2,324.14	\$1,463.51	\$3,787.65
OFFICE BUILDING	1	0	3.67	3.67	0.68%	\$6,612.10	\$6,612.10	\$0.00	\$6,612.10
<b>Total Platted</b>	<b>297</b>	<b>166</b>		<b>344.04</b>	<b>63.90%</b>	<b>\$619,843.84</b>			
MULTIFAMILY	226	226	0.86	194.36	36.10%	\$350,171.05	\$1,549.43	\$978.92	\$2,528.35
<b>Total Unplatted</b>	<b>226</b>	<b>226</b>		<b>194.36</b>	<b>36.10%</b>	<b>\$350,171.05</b>			
<b>Total Community</b>	<b>523</b>	<b>392</b>		<b>538.40</b>	<b>100.00%</b>	<b>\$970,014.89</b>			

LESS: Walton County Collection Costs (2%) and Early Payment Discount Costs (4%) (\$58,200.89)

**Net Revenue to be Collected** \$911,814.00

(1) Reflects 131 (one hundred thirty one) prepayments.

(2) Reflects the number of total lots with Series 2007A debt outstanding.

(3) Annual debt service assessment per lot adopted in connection with the Series 2007A bond issue. Annual assessment includes principal, interest, Walton County collection costs and early payment discount costs.

(4) Annual assessment that will appear on November 2023 Walton County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

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### EXPENDITURES – ADMINISTRATIVE:

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.



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**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.



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**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Administrative Fees:** The District could incur miscellaneous fees throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

## EXPENDITURES - FIELD OPERATIONS:

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs



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**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Bridge & Trail/Bike Path Maintenance:** Expenses related to bridges and boardwalk pathways or trail systems the District may own.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



## RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

### EXPENDITURES:

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### EXPENDITURES – ADMINISTRATIVE:

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



**Tab 14**



**RESOLUTION 2023-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Naturewalk Community Development District (“**District**”) prior to June 15, 2023, proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2023

HOUR: \_\_\_\_\_ a./p.m.

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the local general-purpose governments at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 9th DAY OF MAY 2023.**

ATTEST:

**NATUREWALK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2023/2024 Proposed Budget

**Exhibit A**  
Fiscal Year 2023/2024 Proposed Budget

# Tab 15

## NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

### *EXISTING IMPROVEMENT ENCROACHMENT POLICY*

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Through Resolution 2022-12, the NatureWalk Community Development District's ("District") Board of Supervisors adopted a policy establishing a process and requirements related to the District's consideration and approval of the installation of certain improvements by third parties on District-owned property (the "Encroachment Policy"). The District is aware that various improvements have been constructed by private property owners encroaching on District-owned property (e.g., pavers, fences, landscaping, etc.) prior to the effective date of the Encroachment Policy, and without any prior approval of a prior District Board of Supervisors or any license, easement, or other grant of authority to utilize District owner-property ("Preexisting Encroachments"). The District's Board of Supervisors desires to adopt this addendum to its Encroachment Policy to address such Preexisting Improvements.

1. Preexisting Encroachments are prohibited absent express approval in accordance with the District's existing Encroachment Policy.
2. Any action or inaction by the District with respect to any Preexisting Encroachment on District-owned property shall not constitute a waiver or consent to such encroachment.
3. In consideration of conservation of District resources, any identified Preexisting Encroachment will initially be evaluated by the District's Board of Supervisors, or the District Manager if delegated such authority, to identify if such Preexisting Encroachment necessitates immediate consideration and action by the District. The District shall prioritize Preexisting Encroachments that interfere or have the potential to interfere with the District's use of its property or improvements or that otherwise cause, or have the potential to cause, burdens on the District's maintenance of District infrastructure, property, or landscaping. The District's determination of whether a Preexisting Encroachment necessitates immediate consideration and action shall be made in the District's sole discretion.
4. Preexisting Encroachments identified for consideration and action shall be addressed as follows:
  - a. The District Manager shall provide mailed notice ("Notice") to the subject property owner of the Preexisting Encroachment;
  - b. The District Manager (or Board designee) shall reasonably seek to work with the subject property owner to allow the property owner to seek approval of the Preexisting Encroachment (as it exists, or with some modification) under the District's Encroachment Policy;
  - c. The District Manager shall subsequently present such Preexisting Encroachment for consideration by the District's Board of Supervisors at a noticed meeting of the Board occurring no less than 45 days following Notice to the subject property owner;
  - d. At such meeting, the District's Board may request additional information concerning such Preexisting Encroachment if necessary to evaluate approval under the District's Encroachment Policy; approve such Preexisting Encroachment

pursuant to the Encroachment Policy; or deny approval of such Preexisting Encroachment under the Encroachment Policy.

- e. In the event a Preexisting Encroachment is denied approval by the Board under the Encroachment Policy, the District Manager shall provide a mailed notice of such decision advising that such encroachment must be removed within 45 days at the property owner's expense and in coordination with the District Manager's office. Such period may be extended in writing by the District Manager for not to exceed an additional 60 days if in the District Manager's there is reasonable progress towards removal of the encroachment and more time is reasonably necessary. Any further extension must be approved by the District's Board.
  - f. If a Preexisting Encroachment is not timely removed in accordance with 4.f., the District may in its discretion take unilateral action to remove such encroachment, seek compensation for expenses incurred, and otherwise pursue any available remedy as regards its rights and the subject Preexisting Encroachment.
5. The District reserves its rights and authority to revise, amend, or replace this policy as it may be determine to be necessary in its discretion.

# **NATURE WALK COMMUNITY DEVELOPMENT DISTRICT**

[www.NatureWalkCDD.org](http://www.NatureWalkCDD.org)

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## **Encroachment Policy**

**Adopted August 5, 2021**

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**Mail to:  
NatureWalk CDD  
c/o Rizzetta & Company, Inc.  
3434 Colwell Ave., Suite 200  
Tampa, FL 33614**

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT POLICY REGARDING  
ENCROACHMENTS ON DISTRICT COMMON AREAS, OPEN AREAS,  
CONSERVATION AREAS, STORMWATER RETENTION AREAS AND  
BOARDWALKS**

**SECTION 1. INTRODUCTION.** The NatureWalk Community Development District (“District”) owns certain Common Areas, Open Areas, Conservation Areas, Stormwater Retention Areas and Boardwalks (“Property”) within the District. The unauthorized construction of private improvements, including patios, fences, pools, pool decks and walls, and the unauthorized installation of landscaping improvements on District Property is prohibited. Additionally, the unauthorized use or modification of District Property to gain access to or construct such private improvements or install landscaping improvements is also prohibited. Such activities cause damage to District Property and impair the District’s ability to access and maintain such Property.

**SECTION 2. HOMEOWNER’S ASSOCIATION ARCHITECTURAL COMMITTEE REVIEW.** If a homeowner seeks approval from the Homeowner’s Association (“HOA) Architectural Review Committee (“ARC”) to construct, install or modify an improvement (“Project”) on a lot adjacent to District Property, a copy of the request must also be provided to the District Manager. No portion of a Project may encroach on District Property. A District Supervisor shall accompany the HOA ARC when inspecting the completed Project to ensure that no portion of the Project encroaches on District Property. A homeowner will be required to remove any encroachment on District Property at their own expense. District may remove the encroachment at homeowner’s expense if homeowner fails to remove the encroachment in a timely manner.

**SECTION 3. ACCESS TO DISTRICT PROPERTY.** If a Project requires entry onto CDD property, a homeowner must obtain authorization from the District to enter District property for this purpose. Such authorization must be obtained in advance and in the form of a License Agreement.

**SECTION 4. EXISTING ENCROACHMENTS.** The District is aware that there may be encroachments on District Property that were constructed or installed prior to the Effective Date of this Policy, or that may have been wrongly approved by other entities or individuals. Such encroachments are prohibited absent written authorization from the District. The District shall evaluate such encroachments on a case-by-case basis and where appropriate, as determined by the District in its sole discretion, the District may authorize the ongoing presence of the encroachment in the form or an easement, license agreement or other written authorization.

**SECTION 5. POOL INSTALLATION.** If a homeowner wishes to install a pool on a lot adjacent to a Stormwater Retention Area, homeowner shall reimburse District for any necessary inspections of the stormwater retention walls prior to construction of the pool. Such construction must take into consideration, account for, and not damage any retention walls or other District improvements. Homeowner shall be responsible for any damage to any stormwater retention wall or other District improvement caused by or resulting from the installation or presence of the pool.

Effective Date: August 5, 2021



**Tab 16**

**RESOLUTION 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the NatureWalk Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Walton County, Florida; and

**WHEREAS**, the District’s Board of Supervisors desires to redesignate Officers of the District.

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

**SECTION 1.** The following are designated as Officers of the District:

\_\_\_\_\_ is appointed Chair.

\_\_\_\_\_ is appointed Vice Chair.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

Kimberly O’Mera is appointed Assistant Secretary.

Melissa Dobbins is appointed Assistant Secretary.

**SECTION 2.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS 9TH DAY OF MAY, 2023.**

ATTEST:

**NATUREWALK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson / Vice Chairperson  
Board of Supervisors

# Tab 17



## April Anticipated Services Nature Walk CDD

### Chemical:

- Turf Weed Control April 19<sup>th</sup>
- Turf Fertilizer April 19<sup>th</sup>
- Maintenance teams will be spot spraying beds during their visits for weed control.

### General Maintenance: Bi - Weekly

- April 3<sup>rd</sup>
- April 10<sup>th</sup>
- April 17<sup>th</sup>
- April 24<sup>th</sup>

### Trails Maintenance

- March 17<sup>th</sup>

### 3 Focal Ponds

- March 10<sup>th</sup>

### Irrigation Audit:

- March 17<sup>th</sup>

### Enhancements Approved:

- #30551 – Lily Park
- #30110 – Sandgrass Gravel Trail
- #30020 – Prairie Pass Park
- #30635 – Phase 2 irrigation controller
- #30636 – Phase 1 Valve Control Replacement





## April Completed Services Nature Walk CDD

### Chemical:

- Turf Weed Control April 18<sup>th</sup>
- Turf Fertilizer April 18<sup>th</sup>
- Maintenance teams spot sprayed beds during their visits for weed control.

### General Maintenance: Bi - Weekly

- April 3<sup>rd</sup>
- April 10<sup>th</sup>
- April 17<sup>th</sup>
- April 24<sup>th</sup>

### Trails Maintenance

- April 17<sup>th</sup>

### 3 Focal Ponds

- April 10<sup>th</sup>

### Irrigation Audit:

- April 10<sup>th</sup>

### Enhancements Approved:

- #30551 – Lily Park – Work still pending due to holding water in island. Might not be able to plant the butterfly garden. Meeting Jonette/Brandon/Jess onsite 5/4/23 to discuss.
- #30110 – Sandgrass Gravel Trail – This was completed.
- #30020 – Prairie Pass Park - This was completed.
- #30635 – Phase 2 irrigation controller - This was completed.
- #30636 – Phase 1 Valve Control Replacement - This was completed.





## May Anticipated Services

### Nature Walk CDD

#### **Chemical:**

- Turf Insecticide May 10<sup>th</sup>
- Turf Fertilizer May 10<sup>th</sup>
- Maintenance teams will continue to spot spray beds.

#### **General Maintenance: Bi - Weekly**

- May 1<sup>st</sup>
- May 8<sup>th</sup>
- May 15<sup>th</sup>
- May 22<sup>nd</sup>
- May 29<sup>th</sup>

#### **Trails Maintenance**

- May 15<sup>th</sup>

#### **3 Focal Ponds**

- May 1<sup>st</sup>

#### **Irrigation Audit:**

- May 15<sup>th</sup>

#### **Pine Straw Install:**

- Job scheduled to start 1<sup>st</sup> week in May



# Tab 18

March 20, 2023

NatureWalk Community Development District  
3434 Colwell Ave., Suite 200  
Tampa, FL 33614

Re: Lawn Care / Landscaping Services Agreement relating to 120 Richard Jackson Blvd, Panama City Beach FL, 32407 between NatureWalk Community Development District and GreenEarth Southeast, LLC, dated December 20, 2022 (as the same may have been amended or supplemented from time to time, the "Agreement").

To Whom It May Concern:

We are writing to inform you that GreenEarth Southeast, LLC, a Florida limited liability company (the "Company") plans to sell substantially all of the assets of the Company to GreenEarth Southeast, LLC, a Delaware limited liability company ("Purchaser"), and Purchaser will thereby acquire substantially all of the assets of the Company including the Agreement (the "Acquisition").

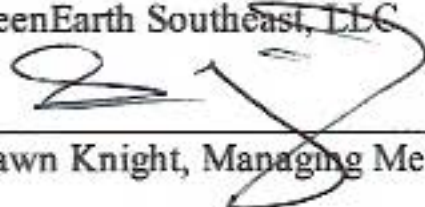
As a result of the Acquisition, the Company's assets shall be owned by Purchaser and the Company's business shall be operated by Purchaser. Purchaser expressly assumes the Company's obligations under the Agreement, as of the closing date of the Acquisition. We would appreciate your acknowledgment of receipt of this notice, and your consent to the transfer of the Agreement to Purchaser upon the consummation and finalization of the Acquisition, pursuant to Section 13 of the Agreement. Such transfer shall not be treated as a default under the Agreement, result in the loss of any rights under the Agreement and/or cause the acceleration of any amounts payable (or any obligations owed or owing) by the Company under the Agreement.

Please acknowledge the receipt of this notice and your consent to the foregoing by signing this letter where indicated below, and fax or email a signed copy of this letter to the attention of Bryson Sebold at Foster Graham Milstein & Calisher ([bsebold@fostergraham.com](mailto:bsebold@fostergraham.com), fax: 303-333-9786) **no later than March 30, 2023**, with the original returned to Foster Graham Milstein & Calisher, LLP, 360 S. Garfield, 6<sup>th</sup> Floor, Denver, CO 80209, Attn: Bryson Sebold. By signing this consent, you hereby consent to the transfer of the Agreement in connection with the Acquisition and waive any related notice period under the Agreement. In the event the Acquisition does not occur for any reason, this letter will be null and void and no further action on the part of the Company is required.

We look forward to continuing our relationship with you and thank you in advance for assisting with this request for consent. Should you have any questions concerning this matter, please do not hesitate to contact Bryson Sebold at (303) 962-7113.

GreenEarth Southeast, LLC


By:

  
Shawn Knight, Managing Member

ACKNOWLEDGED AND AGREED TO:

NatureWalk Community Development District

By:

  
Name: Jonette A Coram

Title: Chair, NatureWalk CDD

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# Tab 19

**WALTON COUNTY**  
**SUPERVISOR OF ELECTIONS**  
**Ryan Messer**



571 US HWY 90 E, DeFuniak Springs, FL 32433  
Phone: (850) 892-8112 • Fax: (850) 892-8113  
votewalton.gov • info@votewalton.gov

**Contact Information**

Ryan Messer Supervisor  
of Elections Walton County  
[RMesser@votewalton.gov](mailto:RMesser@votewalton.gov)

**April 12, 2023**

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**Address**

571 US Hwy 90 East, Suite 102  
DeFuniak Springs, FL 32433

Tel: (850) 892-8112  
Fax: (850) 892-8113

Kimberly O'Mera District Manager  
Naturewalk CDD  
120 Richard Jackson Blvd, Ste 220  
Panama City Beach, FL 32407

**Re: Naturewalk Community Development District**

Dear Ms. O'Mera:

This letter is in response to your request for the number of registered voters within the Naturewalk Community Development District.

We are showing that there were 220 (two hundred and twenty) registered voters in that district as of April 12, 2023.

Sincerely,

Ryan Messer, Supervisor of Elections