



Rizzetta & Company

NatureWalk Community Development District

**Board of Supervisors' Meeting
July 6, 2023**

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

www.naturewalkcdd.org

NATUREWALK

COMMUNITY DEVELOPMENT DISTRICT AGENDA

Walton County Coastal Branch Library 437 Greenway Trail, Santa Rosa Beach, FL 32459

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

**All Cellular phones and pagers must be turned off while in the meeting room.
The District Agenda is comprised of five different sections:**

The **special** meeting will begin promptly at **12:00 p.m.** with the first section which is called **Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (904) 436-6270 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (904) 436-6270, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

July 5, 2023

Board of Supervisors
**NatureWalk Community
Development District**

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on **Thursday, July 6, 2023, at 12:00 p.m. (Central Time)** at the Walton County Coastal Branch Library, 437 Greenway 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 June 6, 2023 Tab 1
 - B. Ratification of the Operations and Maintenance Expenditures for the Month of May 2023..... Tab 2
 - C. Consideration of Resolution 2023-05, Re-Designating a Secretary Tab 3
- 4. STAFF REPORTS**
 - A. District Landscape Provider
 1. Presentation of District Landscaping Reports Tab 4
 - B. District Counsel
 - C. District Engineer
 - D. District Manager
- 5. BUSINESS ITEMS**
 - A. Discussion and Consideration of GreenEarth Items Tab 5
 1. Approval of Payment for Invoice 96608
 2. Review and Discussion of Sod Type Recommendation
 3. Consideration of Addenda 10 – Sod Installation
 4. Ratification of Addenda 11 - Mainline Repair
 5. Ratification of Addenda 12 - Irrigation Audit Repairs
 - B. Consideration of Proposals for Pond 13 Bulkhead Repair..... Tab 6
 - C. Discussion and Ratification of Virgin Brothers, LLC Items..... Tab 7
 1. Continuing Services Agreement
 2. Work Authorization 1 – Boardwalk Repairs
 3. Work Authorization 2 – Boardwalk Repairs
 - D. Discussion Regarding Proposed Encroachment Policy..... Tab 8

6. **SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
7. **ADJOURNMENT**

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

MINUTES OF MEETING

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

**NATUREWALK
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the NatureWalk Community Development District was held on **Tuesday, June 6, 2023, at 12:00 p.m.** at Walton Area Chamber of Commerce, 63 South Centre Trail, Santa Rosa Beach, FL 32459.

Present and constituting a quorum:

Jonette Coram	Board Supervisor, Chairman
Todd Egizii	Board Supervisor, Vice Chairman
Mike Grubbs	Board Supervisor, Assistant Secretary
Danelle Head	Board Supervisor, Assistant Secretary
Skylar Lee	Board Supervisor, Assistant Secretary <i>(Via Speakerphone)</i>

Also present were:

Kimberly O'Mera	District Manager, Rizzetta & Company, Inc.
Jim Martelli	District Engineer, InnerLight Engineering <i>(Via Speakerphone)</i>
Jess Smith	Landscape Provider, GreenEarth
Katie Buchannan	District Counsel, Kutak Rock <i>(Via Speakerphone)</i>

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 12:06 p.m.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There was one (1) audience member present later in the meeting.

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THIRD ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors Meeting held on May 9, 2023

Ms. O'Mera presented the Minutes of the Regular Board of Supervisors Meeting held on May 9, 2023. It was noted that the location of the meeting on line thirteen (13) would be updated.

On a Motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board of Supervisors approved the Minutes of the Special Board of Supervisors' Meeting held on May 9, 2023, for NatureWalk Community Development District.

FOURTH ORDER OF BUSINESS

STAFF REPORTS

A. District Landscape Providers

1. Presentation of District Landscaping Reports

Ms. Smith presented an overview of the reports and responded to questions from the Board. Ms. Smith is looking into the warranty on the sod installed during that Winter that did not take. Ms. Smith is continuing to source the alternative plant material for the Lily Lane project. Mr. Egizii requested a proposal to enhance the greenspace near bridge two (2) to include arbor work, bushes, and possibly a bench.

B. District Counsel

Ms. Buchannan provided an update regarding Tract E and K.

C. District Engineer

Mr. Martelli provided an update regarding the master plans being close to completion.

D. District Manager

1. Presentation of District Manager Report.

Ms. O'Mera stated that she did not have a specific report at the time other than business items that would be discussed and reported on later on the agenda.

88 **FIFTH ORDER OF BUSINESS** **Ratification of Acceptance of**
89 **Landscape and Irrigation Expenditures-**
90 **GreenEarth and Continued Discussion**
91 **and Consideration of Approval of Sod**
92 **Replacement Projects, Green Earth**
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94 Ms. O'Mera presented for ratification, the GreenEarth Landscape Maintenance Work
95 Authorizations.
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On a Motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board of Supervisors Ratified GreenEarth Work Authorization Five (5) in the amount of \$1,615.00, Work Authorization Six (6) in an amount not-to-exceed \$3,000.00, Work Authorization Seven (7) in an amount not-to-exceed \$3,840.00, Work Authorization Eight (8) in an amount not-to-exceed \$5,700.00, and Work Authorization Nine (9) in the amount of \$2,207.51, for the NatureWalk Community Development District.

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99 **SIXTH ORDER OF BUSINESS** **Continued Discussion and**
100 **Consideration of Approval of Sod**
101 **Replacements**
102

103 Ms. Smith presented the sod replacement recommendation and financing options to
104 the Board. General discussion ensued. There was agreement amongst the Board to omit
105 Sections "U" and "T", include soil testing expenses in the agreement, and forgo the offer to
106 finance.
107

On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board of Supervisors Approved Sod Replacements with a not-to-exceed in the amount of \$35,000.00 inclusive of work to be performed by GreenEarth, and authorizing Staff to purchased the sod from the provider to be selected by GreenEarth, for the NatureWalk Community Development District.

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109 **SEVENTH ORDER OF BUSINESS** **Consideration of Signage Request-**
110 **Duck Crossing and Safety Signs**
111

112 Ms. Coram presented the resident request to install duck crossing signage to the
113 Board. There was a consensus amongst the Board based on the recent resident and
114 Homeowners' Association feedback requesting less community signage, that the request be
115 denied.
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On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board Denied the Duck Crossing and Safety Signs Request for the NatureWalk Community Development District.

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EIGHTH ORDER OF BUSINESS

Consideration of Proposals for Pond 13 Bulkhead Repair

Ms. O'Mera presented proposals for Pond 13 Bulkhead Repair received from DC Storey, Segovia Marine, RJ Gorman Marine Construction, and Emerald Coast Scapes. Ms. Coram provided input and the Board had a general discussion regarding the proposals. Mr. Martelli recommended the Board turn the wood orientation ninety (90) degrees, especially given that both contractors that specialize in the field recommended it. Board discussion ensued. This item was tabled for the next meeting of the Board of Supervisors. Ms. O'Mera will request revised proposals from RJ Gorman Marine Construction and Sogovia Marine.

NINTH ORDER OF BUSINESS

Update Discussion on Proposals for Painting Projects

Ms. Coram presented the proposals for the painting projects received from DC Storey, Monzant Painters, Fast & Forgettable PCB Construction, and CertaPro. She reviewed the on-site visits with vendors. The Board resumed with a general discussion. The Board accepted the proposal from CertaPro, including the option for sign face painting in the amount of \$4,893.30. All streetlights are to be darkened to color match streetlights Phase 3.

On a Motion by Mr. Egizii, seconded by Ms. Coram, with all in favor, the Board of Supervisors' Approved the Proposal for Painting Projects with CertaPro, in the amount of \$19,178.93, authorizing Ms. Head to approve color matching samples prior to work commencing, for the NatureWalk Community Development District.

TENTH ORDER OF BUSINESS

Update on Requests for Proposals for Sidewalk Repairs

Ms. Coram explained that DJ Concrete and Alpha Foundations conducted a site visit and provided recommendations. However, DJ Concrete did not provide a proposal.

On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board of Supervisors' Approved the Alpha Foundations Proposal for Sidewalk Repairs in the amount of \$5,645.00, for the NatureWalk Community Development District.

156 **ELEVENTH ORDER OF BUSINESS** **Discussion/Consideration of Nature**
157 **Bridges Proposal(s) for Repair of Bridge**
158 **1 Abutment.**
159

160 Ms. Coram stated that she circulated the proposal from Nature Bridges ahead of the
161 meeting (Exhibit A). She explained that Nature Bridges made a recommendation to the
162 District to address both areas identified in the Engineer’s report rather than forgo addressing
163 the void. General discussion ensued.
164

On a Motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board of Supervisors’ Approved the Proposal for Repair of Bridge 1 Abutment, in the amount of \$12,900.00, for the NatureWalk Community Development District.

165 **TWELFTH ORDER OF BUSINESS** **Discussion Regarding Proposed**
166 **Encroachment Policy**
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169 Ms. O’Mera presented the revised Encroachment Policy for continued discussion. Mr.
170 Egizii distributed a fee schedule from another community for consideration in order to capture
171 engineering, attorney, and management costs associated. Ms. Buchannan elaborated on the
172 fee process. Mr. Brown will counsel staff to establish fees, advertising the maximum
173 cumulative total of professional fees at the maximum rate of \$600.00. Ms. O’Mera advised
174 that the Board previously set a public hearing for August 3, 2023, regarding Proposed
175 Encroachment Policy.
176

177 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Audit Committee**
178 **Recommendation**
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180 Ms. O’Mera advised that the Audit Committee met prior to the onset of the Board of
181 Supervisors meeting and presented the Audit Committee Recommendation.
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On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board of Supervisors Accepted the Audit Committee Recommendation, for the NatureWalk Community Development District.

183 **FOURTEENTH ORDER OF BUSINESS** **Review and Acceptance of Arbitrage**
184 **Rebate Report as Prepared by AMTEC**
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187 Ms. O’Mera presented the Arbitrage Rebate Report prepared by AMTEC and asked
188 if there were any questions. There were none.
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On a Motion by Mr. Egizii and Ms. Coram, seconded by Ms. Head, with all in favor, the Board of Supervisors’ Accepted the Arbitrage Rebate Report, for the NatureWalk Community Development District.

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192 **FIFTEENTH ORDER OF BUSINESS** **Consideration of Boardwalk Proposal -**
193 **Virgin Brothers, LLC.**
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195 Ms. Coram presented the Boardwalk Proposal as received from Virgin Brothers, LLC.
196 Mr. Brown will prepare a Continuing Service Agreement for continued services to be
197 performed by Virgin Brothers, LLC.
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On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board of Supervisors' Approved the Virgin Brothers Boardwalk Repair Proposal in the amount of \$2,032.00, 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 of Supervisors' Approved a Continuing Service Agreement with Virgin Brothers, LLC., authorizing the Chairman to exceed, for the NatureWalk Community Development District.

202 **SIXTEENTH ORDER OF BUSINESS** **Supervisor**
203 **Comments** **Requests** **and**
204 **Comments**
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206 Ms. O'Mera opened the floor to Supervisor request and Audience comments.
207 There were none.
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SEVENTEENTH ORDER OF BUSINESS Adjournment

Ms. O'Mera advised that there was no further business to come before the Board and asked for a motion to adjourn.

On a Motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board of Supervisors adjourned the meeting at 2:15 pm, for the NatureWalk Community Development District.

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Secretary/Assistant Secretary

Chairman/ Vice Chairman

DRAFT

Exhibit A

June 6, 2023

Jonette Coram
Chair, NatureWalk CDD



PROJECT: NatureWalk CCD Timber Bridge #1
Santa Rosa Beach, Florida

PROPOSAL: For the bridge, we propose to furnish labor, material and equipment to complete the work described in this document.

SCOPE OF WORK: Vehicular bridge repairs.

Description	Price
Reinforcement of wood abutment with PTSYP ¹ boards.	\$3,800.00
Pressure grout voided area.	\$8,700.00

Note: We recommend pressure grouting voided area to stop further expansion.

Included:

- Materials and installation of work as outlined below.
- Abutment reinforcement to be #2 PTSYP¹ .60 cca.
- Structural hardware to be HDG².

General Exclusions:

- No permits are needed for maintenance work.
- Bonding.
- Surveying / Layout
- Underground utility locations.
- Sediment and Erosion control.
- Turbidity Barriers.
- Electrical or Plumbing work.

Notes:

- Bid Proposal based on "Roadway and Sidewalk Settlement Along Northeast Corner of Bridge #1" report by Atlas Engineering and Consulting dated May 2, 2023.
- **We are a Woman Owned Business (WBE).**
- Owner to provide reasonable access for equipment and materials.
- Bonding can be provided for at 1.5%.
- **Pricing is subject to change based on material market conditions at time of contract.**

1586 Seven Bridges Road, Monticello, Florida 32344 Phone: (850)997-8585; Fax: (850) 385-3493; NatureBridges.com
AL: 42172; AR: 0020210512; FL: CGC1519387; GA: GCCO002161; MD E341
MS: 17505-MC; LA: 53204; NC: 67191; SC: G11605; TN: 00063277; VA: 2705133719A





JD James, Inc. 

Thank you for the opportunity to provide this proposal.

Doug Lewis - Estimator

Office: 850.997.8585

Email: estimating@naturebridges.com

J. D. James Inc. will not be responsible for the location of, damage to, or moving of any Electronics, electric power, phone, water, cable, (or any other utility), or any other obstacles necessary to be moved or relocated in order to complete the assigned work. All underground damage is the responsibility of the General Contractor or Owner if any damage occurs in the path of an approved location.

*¹ Pressure treated southern yellow pine.

*² Hot dipped Galvanized.

*³ Stainless Steel.

1586 Seven Bridges Road, Monticello, Florida 32344 Phone: (850)997-8585; Fax: (850) 385-3493; NatureBridges.com
AL: 42172; AR: 0020210512; FL: CGC1519387; GA: GCCO002161; MD E341
MS: 17505-MC; LA: 53204; NC: 67191; SC: G11605; TN: 00063277; VA: 2705133719A



Tab 2

NatureWalk Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

WWW.NATUREWALKCDD.ORG

Operations and Maintenance Expenditures

May 2023

For Board Approval

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

The total items being presented: **\$70,022.11**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Atlas Engineering & Consulting, LLC	100162	156216-001083	Engineering Services 05/23	\$ 875.00
CHELCO	100163	Monthly Summary 04/23	Electric Services 04/23	\$ 1,445.45
CHELCO	100174	Monthly Summary 05/23	Electric Services 05/23	\$ 3,009.20
Danell Head	100164	DH050923	Board of Supervisors Meeting 05/09/23	\$ 200.00
Flock Group, Inc.	100157	INV-14951	Sign Replacement 04/23	\$ 1,518.82
GreenEarth Southeast, LLC	100175	95224	Irrigation Repairs 04/23	\$ 468.42
GreenEarth Southeast, LLC	100160	95288	Irrigation Repairs 04/23	\$ 536.95
GreenEarth Southeast, LLC	100165	95421	Prairie Pass Enhancement 04/23	\$ 6,800.00
GreenEarth Southeast, LLC	100158	95677	Landscape Maintenance 05/23	\$ 9,907.25
GreenEarth Southeast, LLC	100172	95847	Irrigation Services 05/23	\$ 849.52

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
GreenEarth Southeast, LLC	100172	95902	Irrigation Services 05/23	\$ 2,556.00
GreenEarth Southeast, LLC	100175	96039	Irrigation Repairs 04/23	\$ 82.00
GreenEarth Southeast, LLC	100175	96042	Irrigation Repairs 05/23	\$ 1,298.42
IPFS Corporation	100156	Insurance Payment Eight 05/23	Insurance Payment Eight 05/23	\$ 2,763.18
Jonette Anne Coram	100166	JC050923	Board of Supervisors Meeting 05/09/23	\$ 200.00
Kutak Rock, LLP	100173	3223722	Legal Services 04/23	\$ 903.50
Michael W Grubbs	100167	MG050923	Board of Supervisors Meeting 05/09/23	\$ 200.00
Rizzetta & Company, Inc.	100155	INV0000079657	District Management Fees 05/23	\$ 4,548.50
Skylar P Lee	100168	SL050923	Board of Supervisors Meeting 05/09/23	\$ 200.00
Southeast Straw Co., Inc.	100169	38308	Pine Straw Installation 05/23	\$ 30,475.75

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 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.	100161	1762738	Fountain Maintenance 04/23	\$ 340.00
The Lake Doctors, Inc.	100176	1769335	Fountain Maintenance 05/23	\$ 170.00
The Ledger / News Chief/ CA Florida Holdings, LLC	100170	5532901	Account #536208 Legal Advertising 04/23	\$ 174.15
Todd B. Egizii	100171	TE050923	Board of Supervisors Meeting 05/09/23	\$ 200.00
VGlobal Tech	100159	4991	Website Maintenance 05/23	\$ 300.00
Report Total				\$ <u>70,022.11</u>

Tab 3

RESOLUTION 2023-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING THE SECRETARY 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 organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Walton County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Bob Schleifer as Secretary pursuant to Resolution 2020-05; and

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

Section 1. Scott Brizendine is appointed Secretary

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 6th DAY OF JULY, 2023.

**NATUREWALK
COMMUNITY DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Tab 4



July Anticipated Services Nature Walk CDD

Chemical:

- Turf Insecticide July 5th
- Plant Growth Regulator July **TBD**. This will take place when pruning is complete.
- Maintenance teams will continue to spot spray beds throughout the month.

General Maintenance: Bi - Weekly

- July 3rd
- July 10th
- July 17th
- July 24th
- July 31st

Trails Maintenance

- July 17th

3 Focal Ponds

- July 24th

Irrigation Audit:

- July 17th

Shrub Pruning:

Started on 6/19 and 6/20. Will resume on 6/29 and go into July.





June Completed Services

Nature Walk CDD

Chemical:

- Turf Weed Control June 8th.
- Maintenance teams will continue to spot spray beds throughout the month.

General Maintenance: Bi - Weekly

- June 5th
- June 12th
- June 19th
- June 26th

Trails Maintenance

- June 26th

3 Focal Ponds

- June 29th

Pruning

- **Started on June 19th and 20th. Had to pull off due to emergency tree cleanup in Destin from tornados. Pruning should resume on June 29th and will go into July.**

Pruning: Trees (under 8'), shrubs, ground covers, and perennials will be pruned to maintain desired forms and any other necessary pruning that coincides with general horticultural practices. This will include keeping signs and street lamps clear of low hanging branches. All sidewalks will be kept clear for traffic and line of sight. Structural pruning and arbor work are not included. No unmanicured beds or plant material are included.

*All sidewalks only will be kept clear of landscaping encroachments to allow ingress/egress and pedestrian and bicycle passage on an "as needed" basis.





Irrigation Audit:

- June 29th

Warranty Sod Replacement- Still looking into the overflow location of different options.
There is no irrigation in this location and due to it being the overflow it holds water as well.

Tab 5

GreenEarth Southeast, LLC
 15167 Highway 331 Business
 Suite B
 Freeport, FL 32439



Invoice

Date	Invoice #
06/06/23	96608

office@greenearthse.com
 Phone # 850-267-0010

Nature Walk CDD
 c/o Rizzetta & Company
 3434 Colwell Ave, Suite 200
 Tampa, FL 33614

PO Number

**PLEASE PAY
 THIS AMOUNT** \$6,078.36

Due Date
06/06/23

Property Address	GreenEarth Representative	Terms
Nature Walk CDD	Jessica Smith	Due on Receipt
Description	Quantity	Price Each
#31990 - Option 2 - Sandgrass Bore + Trench+ Wire		\$6,078.36
Irrigation - 05/23/23	13.86	
Bore Completed at Sandgrass (Sub)	1.00	
Trailer (Equipment)	1.00	
Trencher 24x4 (Equipment)	1.00	
NDS Standard Valve Box Round 10 in. Black Box/Green Lid Overlapping ICV (Material)	1.00	
Rain Bird G4 Solenoid Assembly for PGA PEB and GB Valves (Material)	5.00	
Hunter AC Solenoid Assembly 24 VAC (Material)	1.00	
Pro-Trade Black/Gray Wire Connector 100 Pc Canister (Material)	1.00	
Multi Conductor Wire Black 18 Gauge 8 Conductor 500 ft. (Sold per ft.) (Material)	500.00	

Option 2 Bore + re-wire and trench.

This cost would be around \$2500 for bore and \$3,200 for labor = \$5,700

- We need to bore under Sandgrass and the sidewalk to connect wire due to a current split in the wire that we cannot locate.
- Trench wire from the controller to valves 2,4,5,6,&7. •Dig up each valve and rewire them.
- Reprogram the controller

Labor \$1,136.52

Materials/Bore \$4,597.34

Completed 5/23/23

RECEIVED
06/06/23

Thank you for your business.

Invoice Total	\$6,078.36
Payments/Credits Applied	\$0.00
Balance Due for this Inv.	\$6,078.36

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Total Balance Due On Account
\$9,587.55	\$17,621.52	\$0.00	\$0.00	\$0.00	\$27,209.07

Please remit payment to: 15167 Highway 331 Business, Suite B Freeport, FL 32439
If you require an updated W-9 please request via email to amayne@greeneearthgt.com.

June 26, 2023

I received the quotes back from the turf and had a quick question regarding the turf type for the replacements. We originally quoted you doing "Empire Zoysia" however, Brandon is recommending we go with "Palisade Zoysia". There is a cost difference between the two and wanted to see your thoughts. I would purchase them at different locations so depending on which you select I can get the W9 over to Kim.

Empire Zoysia \$13,905.15 / McCalls Sod Farm

- EMPIRE Zoysia® is a revolutionary medium-bladed, dark green zoysia grass that is easy to maintain, soft, and beautiful. It features excellent wear tolerance, requires less mowing and chemical applications, and is chinch bug resistant. More importantly, EMPIRE Turf allows the water supply to be shut off in severe periods of drought without the danger of permanently harming the lawn. EMPIRE Turf...one lawn...many benefits. EMPIRE is the perfect choice for southern home lawns. Ensure a beautiful, low maintenance lawn when you choose EMPIRE, the proven zoysia grass that thrives in areas where others are not well adapted.

Palisade Zoysia \$18,469.58 / Woerner Sod Farm

- Palisades Zoysia Sod is known to be a "friendly" grass due to its establishment rate. This means that it will root down and your lawn will grow and prosper quicker. Palisades is a medium to coarse textured zoysia grass known for its drought tolerance. It is a highly dense turf that is used oftentimes for home lawns. One main reason Palisades Zoysia is used for homes is because of its low maintenance requirements. Because of its quick establishment rate and recuperative ability, it is very wear tolerant and can be used in even some of the more trafficked home lawns.

Thank you,

Jessica Smith

Operations Coordinator

GreenEarth SE

Mobile: (850) 259-6272

Office: (850) 267-0010

My email domain has recently changed, my new email address is jsmith@greenearthse.com. Please update your contact information.

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ADDENDA NO. 10 FOR ADDITIONAL WORK AUTHORIZATION

THIS WORK AUTHORIZATION (“Work Authorization”), dated _____, 2023, authorizes additional work in accordance with the *Landscape Maintenance Agreement By and Between NatureWalk Community Development District and GreenEarth Southeast, LLC*, dated January 1, 2022 (“**Agreement**”), 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 (“**District**”); and

GREENEARTH SOUTHEAST, LLC, a Florida limited liability company, whose address is 15167 Highway 331 Business, Suite B, Freeport, Florida 32439 (“**Contractor**”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits, Amendments, Addenda, Addendum, Change Order, or Work Authorizations thereto, Contractor shall the sod project, as set forth in Contractor’s Proposal, dated June 26, 2023, and attached hereto as **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (“**Additional Services**”).

SECTION 2. COMPENSATION. It is understood and agreed that the compensation for the Additional Services under this Work Authorization shall be charged at twenty thousand six hundred ninety-seven dollars seventy-five cents (\$20,697.75), and shall be remitted in the manner set forth in the Agreement. The total compensation for the Additional Services shall not exceed the actual services and/or work rendered under this Work Authorization. It is understood and agreed upon that the compensation for the completion of the Additional Services is based upon all materials and labor required to perform such services. Prior to performing the Additional Service, Contractor shall provide a list of locations whereat the Additional Services will be performed to the District’s representative, who may require such additional documentation as deemed required by the Federal Emergency Management Agency.

SECTION 3. FINAL AGREEMENT. This Work Authorization, together with the Agreement, any Exhibits, Amendments and Work Authorizations thereto, represents the entire understanding between the District and the Contractor with regard to the Additional Services and supersedes any previously executed proposal or agreement related to the provision of such services.

SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined herein and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

GREENEARTH SOUTHEAST, LLC

Witness

By: _____
Its: _____

Exhibit A: Scope of Additional Services

Exhibit A: Scope of Additional Services



Nature Walk CDD
 Santa Rosa Beach, FL 32459

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

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

Nature Walk CDD

Santa Rosa Beach, FL 32459

CDD Turf Replacement To Zoysia

*Pricing is subject to change at any time during the course of the Project/Enhancement due to price of material and supply/demand.

Any necessary irrigation modifications are not included in this work order and will be billed time and materials at our current irrigation labor rate.

Section	SQFT	Pallets	Labor Price (Performed by GE \$292.50 PER PALLET)
K	594.97	1.5	\$ 438.75
L	612.49	1.5	\$ 438.75
M	490.27	1	\$ 292.50
N	255.87	1	\$ 292.50
O	10,741	24	\$ 7,020.00
O2	6,384.81	14	\$ 4,095.00
R	795.79	2	\$ 585.00
S	2,069.17	5	\$ 1,462.50
S2	1,014.00	2	\$ 585.00
V	1890	5	\$ 1,462.50
	24,848.37	57	\$ 16,672.50
Soil samples (10)			\$ 900.00
Contingency			\$ 3,125.25
			20,697.75

Scope:

- GE will prep and install new zoysia turf. Final grade will be included. Beds will be reshaped, serpentine, to accommodate growth challenges to include shade canopy and root restrictions.
- Existing Bermuda will be chemically treated for removal.
- Soil will be cultivated to prep for final grade
- GE will coordinate and schedule delivery and installation of new zoysia sod.
- No irrigation repairs or adjustments are included and will be billed as Time and Materials.
- GreenEarth will apply chemical to kill off existing turf. This process takes anywhere between 1 and 2 weeks.
- After turf has been killed off the soil will be cultivated and prepped for install.
- Rough grades are not included.
- Grade/prep and install is 3 ½ hours per pallet
- After-care processes included in the project. i.e. setting and maintaining the irrigation timing for aftercare period and returning to routine irrigation schedules.
- Irrigation will need to run 2x per day for 2 weeks. After the 2 weeks, irrigation run times will be adjusted according to the needs of the turf and weather conditions.
- Mowing will take place 4-6wks after sod installation.
- GreenEarth will provide for care and maintenance of delivered sod (i.e. watering palleted sod or other maintenance needs, if needed)
- GreenEarth will oversee sod delivery, storage, and work conditions. Coordination will take place with the District.

Warranty:

GreenEarth will warranty all new sod for a period of 1 year from date of installation so long as GreenEarth continues to retain the maintenance contract with Nature Walk CDD. Warranty will be voided if the GreenEarth contract is cancelled within the warranty term.

This warranty will start on the day of installation and will only cover the cost of the sod itself and not the labor to replace. Labor will be billed separately should GreenEarth be called upon to warranty installed sod.

Once sod has been installed, GreenEarth and a District Board member will inspect the work performed to ensure the job has been completed to satisfaction. Ideally this walk will take place within 2-3 days of installation to ensure any and all concerns are addressed in a timely manner. Should there be no concerns noted during this walkthrough, the installation will be considered accepted by Nature Walk CDD and be billed accordingly.

Please note that the sod will take approximately 2 weeks to root. If sod has not been rooted by then, GreenEarth will re-assess the water coverage and, if needed, apply a fertilizer to stimulate root growth. If attempts to address non-thriving sod are still found to not promote rooting, this warranty will come into play one month post installation.

Non-contractual: No irrigation repairs or adjustments are included and will be billed as Time and Materials.

Anticipated Project Timelines/Milestones:

1. Soil Test to be performed on all 10 locations (Can take up to 5 days) Once test come back we will know if the turf will need to be treated with any chemical to help promote new sod growth.
2. Soil test results will be provided to Jonette and Kim
3. Inspection of the irrigation will be performed once sod has been removed before new sod is installed. This is to ensure that all irrigation is working, and no modifications need to be made. If so, these will be billed as time and materials.
4. Inspect for any root remediation that may be needed.
5. Chemical application to be applied to kill off existing turf. Can take up to 2wks.
6. Sod order to be placed. Usually, a week turn around.
7. Soil will be cultivated and final grade
8. Sod will be delivered day before installation.
9. Sod installation will take place. 50 – 60 pallets can be laid in a day.
10. GreenEarth will inspect completion of job.
11. Irrigation modifications are made to 2x a day for 2wks.

Total: \$20,697.75

Plus Applicable Taxes

Payment Schedule

Description

Price

\$0.00

Your and Our Acceptance:

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

By



Jessica Smith

Date

6/26/2023

GreenEarth Southeast, LLC

By

Date

Nature Walk CDD

ADDENDA NO. 11 FOR ADDITIONAL WORK AUTHORIZATION

THIS WORK AUTHORIZATION (“**Work Authorization**”), dated July 3, 2023, authorizes additional work in accordance with the *Landscape Maintenance Agreement By and Between NatureWalk Community Development District and GreenEarth Southeast, LLC*, dated January 1, 2022 (“**Agreement**”), 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 (“**District**”); and

GREENEARTH SOUTHEAST, LLC, a Florida limited liability company, whose address is 15167 Highway 331 Business, Suite B, Freeport, Florida 32439 (“**Contractor**”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits, Amendments, Addenda, Addendum, Change Order, or Work Authorizations thereto, Contractor shall complete irrigation repairs as indicated by the email dated July 3, 2023, and attached hereto as **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (“**Additional Services**”).

SECTION 2. COMPENSATION. It is understood and agreed that the compensation for the Additional Services under this Work Authorization shall be charged at One Thousand Seventy-Fix Dollars and Twenty-Eight Cents (\$1,075.28), and shall be remitted in the manner set forth in the Agreement. The total compensation for the Additional Services shall not exceed the actual services and/or work rendered under this Work Authorization. It is understood and agreed upon that the compensation for the completion of the Additional Services is based upon all materials and labor required to perform such services. Prior to performing the Additional Service, Contractor shall provide a list of locations whereat the Additional Services will be performed to the District’s representative, who may require such additional documentation as deemed required by the Federal Emergency Management Agency.

SECTION 3. FINAL AGREEMENT. This Work Authorization, together with the Agreement, any Exhibits, Amendments and Work Authorizations thereto, represents the entire understanding between the District and the Contractor with regard to the Additional Services and supersedes any previously executed proposal or agreement related to the provision of such services.

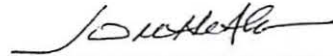
SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined herein and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chairperson, Board of Supervisors

WITNESS:

GREENEARTH SOUTHEAST, LLC


Jessica Smith (Jul 5, 2023 05:38 CDT)
Witness



Brandon Henderson (Jul 3, 2023 17:57 CDT)
By: Brandon Henderson
Its: President

Exhibit A: Scope of Additional Services

Exhibit A: Scope of Additional Services

Kim O'Mera

From: Jess Smith <jsmith@greeneearthse.com>
Sent: Monday, July 3, 2023 6:46 AM
To: Jonette Coram; Kim O'Mera
Subject: [EXTERNAL]Nature Walk CDD - Irrigation Mainline Repair

NOTICE: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

Hi Kim , Jonette!

We had an irrigation mainline leak that was discovered during our audit Thursday. We were able to fix this repair as of Friday.

Location: In front of 633 Sandgrass
Cost \$1,075.28 (Labor \$820 / Materials \$255.28)

Thank you,

Jessica Smith
Operations Coordinator
GreenEarth SE
Mobile: (850) 259-6272
Office: (850) 267-0010

My email domain has recently changed, my new email address is jsmith@greeneearthse.com. Please update your contact information.

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ADDENDA NO. 12 FOR ADDITIONAL WORK AUTHORIZATION

THIS WORK AUTHORIZATION (“**Work Authorization**”), dated July 3, 2023, authorizes additional work in accordance with the *Landscape Maintenance Agreement By and Between NatureWalk Community Development District and GreenEarth Southeast, LLC*, dated January 1, 2022 (“**Agreement**”), 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 (“**District**”); and

GREENEARTH SOUTHEAST, LLC, a Florida limited liability company, whose address is 15167 Highway 331 Business, Suite B, Freeport, Florida 32439 (“**Contractor**”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits, Amendments, Addenda, Addendum, Change Order, or Work Authorizations thereto, Contractor shall complete irrigation repairs as indicated by the email dated July 3, 2023, and attached hereto as **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (“**Additional Services**”).

SECTION 2. COMPENSATION. It is understood and agreed that the compensation for the Additional Services under this Work Authorization shall be charged at Four Hundred Forty-Two Dollars and Fifteen Cents (\$442.15), and shall be remitted in the manner set forth in the Agreement. The total compensation for the Additional Services shall not exceed the actual services and/or work rendered under this Work Authorization. It is understood and agreed upon that the compensation for the completion of the Additional Services is based upon all materials and labor required to perform such services. Prior to performing the Additional Service, Contractor shall provide a list of locations whereat the Additional Services will be performed to the District’s representative, who may require such additional documentation as deemed required by the Federal Emergency Management Agency.

SECTION 3. FINAL AGREEMENT. This Work Authorization, together with the Agreement, any Exhibits, Amendments and Work Authorizations thereto, represents the entire understanding between the District and the Contractor with regard to the Additional Services and supersedes any previously executed proposal or agreement related to the provision of such services.

SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined herein and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chairperson, Board of Supervisors

WITNESS:

GREENEARTH SOUTHEAST, LLC


Jessica Smith (Jul 5, 2023 05:37 CDT)
Witness



Brandon Henderson (Jul 3, 2023 17:58 CDT)
By: Brandon Henderson
Its: President

Exhibit A: Scope of Additional Services

Exhibit A: Scope of Additional Services

Kim O'Mera

From: Jess Smith <jsmith@greeneearthse.com>
Sent: Monday, July 3, 2023 6:56 AM
To: Kim O'Mera; Jonette Coram
Subject: [EXTERNAL]Nature Walk CDD - June Audit Repairs

NOTICE: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

Hi Kim and Jonette,
Nature Walk CDD Audit was completed on 6/30. Had a few issues that needed to be fixed.

June Audit Repairs

Front Entrance

Zone 1- capped head in pine straw
Zone 6 replaced 2 leaking spray heads

Flatwood Forest

Zone 6- replaced 1 broken head and 4 clogged nozzles
Zone 12 replaced one broken head

Cost \$442.15 (Labor \$365.72 / Materials \$76.43)

Thank you,

Jessica Smith

Operations Coordinator
GreenEarth SE
Mobile: (850) 259-6272
Office: (850) 267-0010

My email domain has recently changed, my new email address is jsmith@greeneearthse.com. Please update your contact information.

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Tab 6



RJ Gorman Marine Construction LLC
1944 Frankford Ave
Panama City FL, 32405
850.769.7747
rjgormanmarine.com

Construction Agreement

This Project Agreement (the "Agreement") dated (7/5/23) by and between:

Nature Walk	a	CONTRACTOR
Seagrove Beach FL	n	RJ Gorman Marine Const LLC
	d	1944 Frankford Ave
		Panama City FL, 32405

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

Nature Walk

SCOPE OF WORK: Option 1. Demo and Re-Deck roughly 200' of Seawall with #1 PT

Option 1

- Demo all existing decking and dispose.
- Install New 2x6 #1 .60 CCA Marine treated decking.
- New decking to run perpendicular with seawall
- Fasteners to be 316 stainless steel.
- **Price includes tax, labor and permits.**
- **Engineered drawings not required.**

Price: \$12,146.94

Additional Scope Information:

Any Concealed conditions that will result in additional cost will be discussed with the District before any work is done that results in a change order or additional SOW.

Scope of work per the construction plan/agreement.

Unless otherwise specified, the plans/sketches for docks, seawalls or boathouses were not provided by an engineer. If engineering is required, there will be an engineering fee on the final invoice

AGREEMENT PRICE AND PAYMENT TERMS:

Phase 1. \$12,146.94

Any unexpected obstructions that cause a delay in the project will be billed back at an hourly rate of \$266.37/hr. This does not include any specialty equipment that may need to be rented. Obstructions may include, but are not limited to, stumps, rocks, roots, concrete, or unexpected subgrade conditions.

Invoicing: You agree to promptly pay us based on the following terms:
15% of total contract amount due at signing as a non-refundable deposit.
35% due at material order

Remaining will be invoiced at the close of the job or on a monthly percentage completion basis, whichever comes first.

For boat lifts, PWC lifts, and floating docks the initial deposit will be 60%

Pricing: The quoted price included in this agreement shall be good for 30 days, after which time pricing is subject to review.

This Agreement is based on information and/or specifications supplied for bidding and our interpretation of that information. Prices are subject to review and possible adjustment for any changes made that deviate from the outline given. Prices may also be subject to change due to constant fluctuation in price of materials.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. Should a payment become forty-five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. A late charge of 1.5% per month will be charged on all amounts that become thirty (30) days or more delinquent. If any check you tender for payment is refused due to insufficient funds, you hereby agree to a "Return Check Fee" of \$25.00 per item, in addition to any other remedies available to us under Florida law.

Payment by Credit Card: As an added convenience to our clients, payment due under this Agreement may be made by credit card at a 4% fee. If choosing to pay by credit card, you hereby consent by signing this Agreement below that no disputes regarding fees or costs billed to you shall be adjudicated by the credit card company. Any charges for fees/costs made to your credit card are non-refundable and cannot be reversed by the credit card company. Any disputes over fees and/or costs paid by credit card shall be settled directly between you and us, pursuant to the terms of this Agreement.

DEFINITIONS:

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

1. "You" and "Your" mean Nature Walk and all of their representatives.
2. "We", "Our", "Ours" and "Us" means RJ Gorman Marine Construction LLC and all of its representatives.
3. "Labor" means our normal work day labor hours, overtime labor hours (time-and-one-half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE:

1. Performance of the Scope of Work with management of the work functions to assure quality delivery in a timely and professional manner.
2. Coordinate all work with you to assure safety and minimal disruption at your site.
3. When our work is completed we, along with you or your representative, will jointly conduct a final inspection of our work. If there are any discrepancies with our work and the Scope of Work, we will work to correct them.
4. Unless otherwise indicated in this agreement we are not responsible for damage to: (i) any electrical (ii) plumbing (iii) landscaping/lawns (iv) unmarked water, irrigation, gas, cable, electrical lines, septic, or other utilities.

YOUR RESPONSIBILITIES INCLUDE:

1. Inform us of whom we should work with at your site to assure the proper coordination of our work.
2. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
3. Upon completion of our work, assure that you or your representative participates in our joint final inspection of our work.
4. Owner is responsible for location of structure and adjacent property issues.
5. Owner is responsible for electrical disconnects and connections as we are not licensed electricians. If you request electrical services to be completed through RJ Gorman Marine we have electricians that work with us and can perform the work. The work shall be invoiced on a cost plus 15% basis.
6. For customers with boat lift installations, the customer agrees not to perform initial lifting of boat without prior authorization of an RJ Gorman Marine manager. Proper placement of boat lift bunks is not guaranteed for initial lifting of vessel. Adjustments of bunks may be required to achieve proper alignment. If RJG representative is not present for initial lifting of vessel, the OWNER agrees to hold harmless RJG of any damages caused to the vessel or the lift.

TERMS AND CONDITIONS:

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated in this Agreement.

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

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement. In addition, you agree to bear any costs required for professional fees, such as engineering.

Concealed Conditions: Concealed conditions, such as underground utilities, old pilings, rock, debris, stumps, etc., not readily apparent at the time of providing the Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price to be negotiated or on a time-and-materials basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials outside the Scope of Work, or service calls requested by you. If requested, you will be charged for these services at our rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

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

Hold Harmless: In the event that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable for, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

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

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

Site Damage: Reasonable measures will be taken to mitigate any physical damage to your site directly caused by us during performance of work covered by this agreement based off of information provided by you. Exclusions to this include: (i) damages to already damaged, weakened, or improperly constructed concrete/paver drives, walkways, pool decks, etc

Dispute Resolution: Should a dispute arise between you and us relating to this Agreement, or the making, performance or interpretation of the rights and obligations set forth herein, for reasons other than non- payment, either party may, upon written notice, seek binding relief through the procedure of the American Arbitration Association (AAA). Such arbitration shall take place in BayCounty, Florida.

A single arbitrator shall decide all disputes. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The decision of the arbitrator shall be binding on both parties, and any right to judicial action on any matter subject to arbitration hereunder is hereby waived, unless otherwise provided by applicable law, except suit to enforce the arbitration award or in the event arbitration is not available for any reason. The prevailing party shall recover all costs, including attorneys' fees, incurred as a result of the dispute. For purposes of this Agreement, a "prevailing party" shall be defined as a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it. In the event of any dispute regarding non-payment by you, you hereby agree that we have an absolute right to seek redress through Chapter 713, Florida Statutes (the "Lien Laws"), and that any lien(s) filed by us pursuant to the Lien Laws shall not be subject to arbitration.

We both agree that any action through arbitration relating to workmanship warranty must be commenced within one (1) year of the documented failure.

Attorney's Fees: In the event we must commence third-party collection or arbitration proceedings in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees incurred as a result of said activities, including those fees/costs incurred on appeal and/or those fees/costs incurred to litigate the amount of fees/costs due us pursuant to this Section.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner. For a period of one (1) year from installation we will repair any damages, as we determine, in our sole discretion, have been maintained or caused by us or our workmanship. This warranty shall not apply if contracted work is subject to abuse, misuse, or acts of nature including, but not limited to, flood, high winds, excessive rain, act of God, vandalism, improper use by any party other than us, etc. There is no warranty on used materials or components installed at customer request.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to said manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. We warrant that any parts repaired or replaced by us will be free from defects in workmanship and material for one (1) year. **WE HEREBY DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Termination: In the event that you terminate or otherwise breach this Agreement (“Default”), you agree to pay: (i) all costs for the work performed in connection with this Agreement up to and including the date of termination; and (ii) all costs of any materials ordered by us in connection with this Agreement. Further, you hereby agree that any amounts due by you as a result of your Default shall be subject to a Claim of Lien pursuant to Chapter 713, Florida Statutes.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronically signed, faxed, and scanned & emailed signatures shall be treated as original and binding upon the signing party.

Governing Law; Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Further, in the event any dispute arises from this Agreement, the undersigned parties hereby agree that the venue for said dispute(s) shall lie exclusively in Bay County, Florida.

YOUR AND OUR ACCEPTANCE:

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

Authorized For:

Nature Walk

Signature

Date

Authorized For:

RJ Gorman Marine Construction, LLC

Signature

Date

Tab 7

**CONTINUING SERVICES AGREEMENT BETWEEN
NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
AND VIRGIN BROTHERS, LLC, FOR GENERAL MAINTENANCE AND REPAIR
SERVICES**

This Agreement is made and entered into this 28th day of June, 2023, by and between:

NatureWalk Community Development District, a special-purpose unit of local government established and existing pursuant to Chapter 190, *Florida Statutes*, and the laws of the State of Florida, whose address is 120 Richard Jackson Blvd, Suite 220 Panama City Beach, Florida 32407 (“District”); and

Virgin Brothers, LLC, whose address is 526 Cosson Road, DeFuniak Springs, Florida 32435 (“Contractor” and, together with the District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, funding, establishing, constructing or reconstructing, operating and/or maintaining certain infrastructure, including recreational amenities and related common area improvements; and

WHEREAS, the District desires to retain an independent contractor to provide general maintenance and repair services for lands within the District; and

WHEREAS, Contractor represents that it is qualified to serve as a general contractor and has agreed to provide to the District certain services to be described in Work Authorizations approved and agreed to by the District and the Contractor (“Work”); and

WHEREAS, the District finds that entering into this Agreement with Contractor to provide general maintenance and repair services is in the best interest of the District.

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

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

SECTION 2. DUTIES. The duties, obligations, and responsibilities of the Contractor are to be described in Work Authorizations, as such terms is described in Section Three herein, and shall be performed in accordance with this Agreement. The Contractor agrees, as an independent contractor, to undertake the Work as specified in any Work Authorization issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all Work under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within

the District, the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

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

SECTION 3. COMPENSATION. All Work performed under this Agreement shall be fully performed by the Contractor after prior approval of a required Work Authorization, in substantially the form attached as **EXHIBIT A**. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization. The Contractor shall be compensated for the Work based upon a payment amount set forth in the Work Authorization. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

SECTION 4. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 5. TERM. This Agreement shall remain effective until otherwise terminated by either party in accordance with Section 6.

SECTION 6. TERMINATION. If no Work is being performed under a Work Authorization, either party may terminate this agreement without cause upon providing written notice to the other party of such termination. If Work is being performed, the District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) 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. If Work is being performed: 1) the Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor; and 2) the District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 7. AGREEMENT. This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, with such termination to be effective upon the giving of notice of termination.

SECTION 9. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement, if any, shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor warrants all material, equipment, labor, and services for a period of one year from the date of installation or for such longer period as may be provided under Florida law.

SECTION 10. INSURANCE.

A. Contractor shall, at its own expense, maintain insurance during the performance of the 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
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

B. The District and the District's officers, agents, staff, supervisors, consultants, and representatives shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not

be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- C. Contractor shall deliver certificates of insurance establishing compliance with the requirements of this Section and that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Agreement. Upon request by District, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles.
- D. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under this Agreement. Further, the fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Agreement is not intended to constitute a waiver of any rights of any kind by the additional insured.
- E. 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 11. INDEMNIFICATION.

- A. Contractor and Contractor's employees, agents, staff, and representatives, agree to defend, indemnify, and hold harmless the District and the District's officers, agents, staff, supervisors, consultants, and representatives from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or of any nature, arising out of, or in connection with, the Services to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other law.
- 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, attorney fees, paralegal fees, and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 12. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 13. 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.

SECTION 14. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

SECTION 15. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 16. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 17. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

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

- B. If to District:** NatureWalk Community Development District
3434 Colwell Ave., Suite 200
Tampa, FL 33614
Attn: District Manager

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

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the

prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Walton County, Florida.

SECTION 20. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, *Florida Statutes*. The Contractor acknowledges that the designated public records custodian for the District is Kim O'Mera ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the Agreement term and following the Agreement term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 120 RICHARD JACKSON BLVD., SUITE 220, PANAMA CITY BEACH, FLORIDA 32407, KOMERA@RIZZETTA.COM, PH: (850) 334-9055.

SECTION 21. 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 22. 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 23. 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.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**


Secretary


Chairman, Board of Supervisors

ATTEST:

VIRGIN BROTHERS, LLC


By: Nathan R. Cordle


By: Woodrow Virgin, Manager

Exhibit A:

Form of Work Authorization

EXHIBIT A

**SERVICES AGREEMENT
WORK AUTHORIZATION NO. __**

THIS WORK AUTHORIZATION (“Work Authorization”) is presented according to the requirements of that certain *Continuing Services Agreement for General Maintenance and Repair Services* (“Agreement”), and is made and entered into this ____ day of _____, 20__, by and between:

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Walton County, Florida (“District”); and

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

SECTION 1. SCOPE OF SERVICES. Contractor shall provide the services set forth on the proposal attached hereto as **Exhibit A** and incorporated herein by reference (“Services”) in accordance with the terms of the Agreement. The Agreement and this Work Authorization shall be controlling over any conflict between either document and the provisions of **Exhibit A**.

SECTION 2. COMPENSATION. Payment of compensation for the Services under this Work Authorization shall be based upon the Agreement and as set forth in **Exhibit A**.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as specified in **Exhibit A**, and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall perform the Services in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

Attest:

**NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT**

Assistant Secretary/Secretary

By: _____
Its: Chairman, Board of Supervisors

Print Name

VIRGIN BROTHERS, LLC

Witness

By: _____
Its: _____

Attachment A: Proposal

**SERVICES AGREEMENT
WORK AUTHORIZATION NO. 1**

THIS WORK AUTHORIZATION (“Work Authorization”) is presented according to the requirements of that certain *Continuing Services Agreement for General Maintenance and Repair Services* (“Agreement”), and is made and entered into this 28th day of June, 2023, by and between:

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Walton County, Florida (“District”); and

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

SECTION 1. SCOPE OF SERVICES. Contractor shall provide the services set forth on the proposal attached hereto as **Exhibit A** and incorporated herein by reference (“Services”) in accordance with the terms of the Agreement. The Agreement and this Work Authorization shall be controlling over any conflict between either document and the provisions of **Exhibit A**.

SECTION 2. COMPENSATION. Payment of compensation for the Services under this Work Authorization shall be based upon the Agreement and as set forth in **Exhibit A**.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as specified in **Exhibit A**, and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall perform the Services in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

Attest:

**NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT**



Assistant Secretary/Secretary



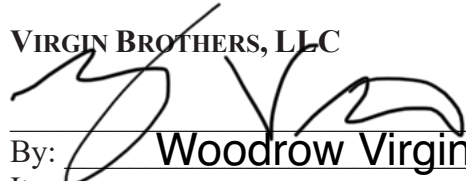
By: **Jonette A Coram**
Its: Chairman, Board of Supervisors

Kimberly O'Mera

Print Name



Witness

VIRGIN BROTHERS, LLC


By: **Woodrow Virgin, Manager**
Its: _____

Attachment A: Proposal

Attachment A: Proposal

PROJECT NAME

ESTIMATED START DATE

NATURE TRAIL WALKWAY REPAIR

6/9/23

JOB LOCATION

ESTIMATED DATE OF COMPLETION

NATURE WALK

6/12/23

OWNER INFORMATION

COMPANY NAME

CONTACT NAME

VIRGIN BROTHERS LLC

WOODROW VIRGIN

ADDRESS

526 COSSON ROAD DEFUNIAK SPRINGS, FL 32435

OWNER EMAIL

OWNER PHONE

woodyvirgin@embarqmail.com

(850)333-3547

SUBCONTRACTOR INFORMATION

COMPANY NAME

CONTACT NAME

ADDRESS

SUBCONTRACTOR EMAIL

SUBCONTRACTOR PHONE

SCOPE OF WORK

REPLACE 56 BOARDS ON NATURE TRAIL WALKWAYS

REPLACE 3 GUARDRAILS

56 @ \$32.27 PER BOARD

ALL NEW TREATED WOOD

3 @ \$74.96 PER BOARD

HAUL OFF DEBRIS

MATERIALS AND SERVICES NOT INCLUDED

AGREEMENT TERMS

TOTAL COST: \$2032.00

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

**SERVICES AGREEMENT
WORK AUTHORIZATION NO. 2**

THIS WORK AUTHORIZATION (“Work Authorization”) is presented according to the requirements of that certain *Continuing Services Agreement for General Maintenance and Repair Services* (“Agreement”), and is made and entered into this 28th day of June, 2023, by and between:

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Walton County, Florida (“District”); and

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

SECTION 1. SCOPE OF SERVICES. Contractor shall provide the services set forth on the proposal attached hereto as **Exhibit A** and incorporated herein by reference (“Services”) in accordance with the terms of the Agreement. The Agreement and this Work Authorization shall be controlling over any conflict between either document and the provisions of **Exhibit A**.

SECTION 2. COMPENSATION. Payment of compensation for the Services under this Work Authorization shall be based upon the Agreement and as set forth in **Exhibit A**.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as specified in **Exhibit A**, and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall perform the Services in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.


(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

Attest:

NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT


Assistant Secretary/Secretary


By: Jonette A Coram
Its: Chairman, Board of Supervisors

Kimberly O'Mera
Print Name


Witness

VIRGIN BROTHERS, LLC


By: Woodrow Virgin, Manager
Its:

Attachment A: Proposal

Attachment A: Proposal

June 28, 2023

While completing the work authorized in Work Authorization #1, the contractor is to perform additional work including:

Replacement of additional boards required to make the turns in the walkway and other boards that have deteriorated and are not included within the replacement count in Work Authorization #1.

Pricing:

Not-to-exceed in the amount of two thousand dollars (\$2,000.00).

Tab 8

ATTACHMENT A

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT POLICY
REGARDING ENCROACHMENTS ON DISTRICT-OWNED PROPERTY.

In accordance with Chapter 190, Florida Statutes, and following a duly noticed public hearing and meeting, the Board of Supervisors of the NatureWalk Community Development District (“District”) adopted the following updated and revised policy related to encroachments on District-owned property. The District previously adopted substantial portions of this policy through Resolutions 2021-10 and 2022-12. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

Deleted: 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. POLICY ON UNAPPROVED PREEXISTING 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 in accordance with the Existing Improvement Encroachment Policy attached hereto as Exhibit A. Preexisting encroachments are prohibited absent express approval in accordance with the District’s Existing Improvement Encroachment Policy attached hereto.

Deleted: E

SECTION 5. REQUESTS FOR APPROVAL OF ENCROACHMENTS ON DISTRICT PROPERTY. Homeowners or property owners that desire to construct and maintain improvements of District-

Deleted: 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 of an easement, license agreement or other written authorization

owned property and rights-of-ways may seek approval from the District for such encroachments in accordance with the Improvement Encroachment Policy attached hereto as **Exhibit B**.

SECTION 6. 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: _____, 2023

Deleted: 2021

DRAFT

EXHIBIT A

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT *EXISTING IMPROVEMENT ENCROACHMENT POLICY*

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 "Improvement 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 Improvement Encroachment Policy or without any prior approval of a prior District's 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 hereby adopts this Existing Improvement Encroachment Policy to address such Preexisting Improvements.

Preexisting Encroachments are prohibited absent express approval in accordance with the District's existing Improvement Encroachment Policy.

1. 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 Preexisting Encroachment.
2. 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, or endanger public safety or property. The District's determination of whether a Preexisting Encroachment necessitates immediate consideration and action shall be made in the District's sole discretion.

3. 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 Improvement 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 Improvement Encroachment Policy; approve such Preexisting Encroachment pursuant to the Improvement Encroachment Policy; or deny

approval of such Preexisting Encroachment under the Improvement Encroachment Policy.

- e. In the event a Preexisting Encroachment is denied approval by the Board under the Improvement 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 opinion 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 3.e., 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.
4. The District reserves its rights and authority to revise, amend, or replace this policy as it may be determined to be necessary in its discretion.

EXHIBIT B

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT IMPROVEMENT ENCROACHMENT POLICY

The NatureWalk Community Development District (the “District”) has adopted the following policy for property owners desiring to construct and maintain improvements on District-owned property or rights-of-ways (the “Improvement Encroachment Policy”).

1. Any property owner desiring to install improvements (for example, a driveway apron with a right-of-way, pavers, etc.) on any District-owned property or rights-of-way must first submit their request to their applicable homeowners’ association within the NatureWalk development. The property owner may not construct the improvements until they have received written authorization from both their applicable homeowners’ association and the District.
2. In the request to the District, the property owner must submit: (a) an Improvement Encroachment Agreement that has been signed and notarized by the property owner (the “Agreement,” attached hereto in substantial form); (b) a check payable to the NatureWalk Community Development District in the amount of \$600.00 for processing, review, and county recording costs; and (c) a detailed description and sketch of the proposed improvements.
3. The District’s Board of Supervisors, or the District Manager if delegated such authority, shall approve the request on behalf of the District if the proposed improvements: (a) are authorized by the applicable homeowners’ association; (b) are in compliance with all governmental regulations and permits (including the Americans with Disabilities Act); (c)

Deleted: \$95.00 for the

do not interfere with the District's use of its property or improvements as determined in the District's sole discretion; and (d) do not cause an undue burden to the District for maintenance of District infrastructure as determined in the District's sole discretion.

4. Following provision of the forgoing information and materials and receipt of written authorization from the applicable homeowners' association and the District, the property owner may construct the improvements.
5. The forgoing provisions and attached Improvement Encroachment Agreement do not apply to landscaping (trees, shrubs, etc.) that a property owner may desire to install strictly on District-owned property. However, District approval is required to authorize the location and details of any such landscape installation, which approval shall be granted in the District's sole discretion. The property owner shall be fully responsible for the installation of the landscaping and ensuring that such installation does not damage any property or improvements of the District, or any third party's property, and, in the event of any such damage, property owner shall immediately repair the damage or compensate the District for such repairs, at the District's option. The property owner shall also be solely responsible for obtaining any local, state, or federal approvals (e.g., Walton County, Florida Department of Environmental Protection, Northwest Florida Water Management District, etc.) necessary for installation of landscaping, including as may be required within conservation areas, protected wetlands, or other regulated or protected areas. To the extent the District's involvement is required for any approval, the District will reasonably cooperate with the property owner in seeking to obtain such approval, but the property owner shall be responsible for any associated costs to the District. Installation of any approved landscape installation must be completed within 90 days of approval and the

property owner must provide the District's manager with written notice and photographs of the landscaping upon their completion. Landscaping that dies within one year of installation will be removed at property owner's expense. Unless otherwise agreed in writing, once approved landscaping is installed, it shall be considered the property of the District and may be maintained, removed, or otherwise managed as deemed appropriate in the District's sole discretion. No property owner shall seek to direct, instruct, or control how the District maintains landscaping installed by the property owner. Property owner's agreement to the forgoing shall be evidenced by property owner's execution of a copy of this policy.

DRAFT

Prepared by/Return to:



**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
IMPROVEMENT ENCROACHMENT AGREEMENT**

This Improvement Encroachment Agreement (the "Agreement"), is made and entered into this _____ day of _____, 20____, by and between **NatureWalk Community Development District**, a special purpose local government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL 33614, (the "District"), and _____, whose address is _____, together with their successors and assigns (the "Property Owner").

WITNESSETH:

WHEREAS, the District is the owner of property or public right-of-way located adjacent to Property Owner's property at _____

_____ (the "Lot"). A legal description of the Property Owner's Lot is attached as **Exhibit "A"**; and

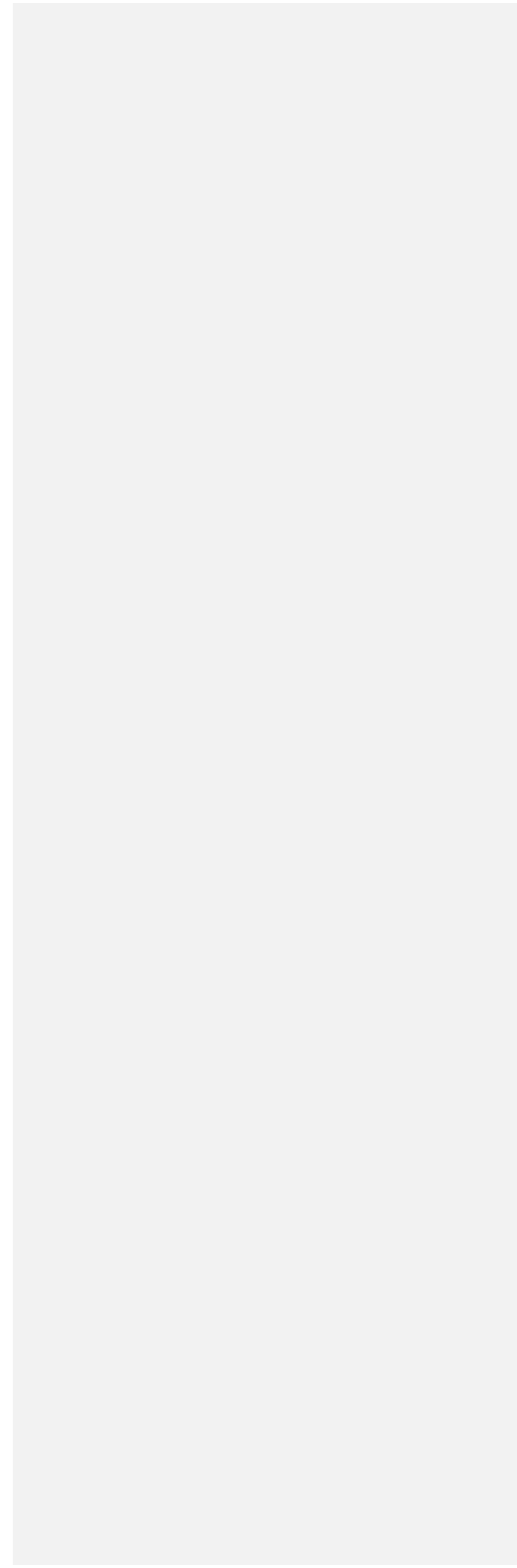
WHEREAS, the Property Owner has requested permission from the District to install the following improvements adjacent to their Lot on District-owned property or right-of-way (the "License Area") in the following manner: _____

_____ (the "Improvements"); and

WHEREAS, the District wishes to allow the Property Owner to construct the Improvements, provided the Property Owner agrees to the terms and conditions contained in this Agreement; and

WHEREAS, the Property Owner agrees that they shall, at their sole cost and expense, comply with all of the terms and conditions provided for in this Agreement.

NOW, THEREFORE, the District, for and in consideration of mutual covenants and conditions contained herein, does hereby, pursuant to the terms and conditions of this Agreement, grant to the



Property Owner a nonexclusive license for the sole purpose of installing and maintaining the Improvements, subject to the following terms and conditions.

ARTICLE 1. INCORPORATION OF RECITALS. The Recitals set forth are true, correct and are incorporated herein by reference.

ARTICLE 2. LICENSE. Subject to the terms of this Agreement, the District hereby grants to the Property Owner a non-exclusive, revocable license for the sole purpose of accessing, operating and maintaining the Improvements within the License Area. Property Owner acknowledges that this Agreement authorizes only access, operation, and maintenance of the Improvements within the License Area and does not authorize any other encroachment. No legal title, easement, or other possessory interest in the License Area shall be deemed to be construed or created or vested in the Property Owner by any provision of this Agreement.

ARTICLE 3. TERM. This Agreement shall become effective upon the execution by both parties and may be recorded in the public records of Walton County, Florida. This Agreement, and the License granted herein, shall automatically terminate if installation of the Improvements is not completed within 90 days of the date written above. The District in its sole discretion may extend such period in writing, which authority may be exercised by the District's manager. Notwithstanding anything else provided herein, the District, in its sole discretion, shall have the right to revoke the License and/or terminate this Agreement without cause at any time.

ARTICLE 4. PROPERTY OWNER'S RESPONSIBILITIES. Property Owner shall have the following responsibilities as a condition of the District's authorization of Property Owner's License rights granted herein for the installation, operation and maintenance of the Improvements in the License Area. Specifically, Property Owner shall:

A. provide the District with written notice and photographs of the Improvements upon their completion, which notice shall be directed to the District's manager.

B. be fully responsible for the installation, access, operation and maintenance of the Improvements, including the continued operation, maintenance and repair of the Improvements, in good and working condition;

C. obtain any and all applicable permits and approvals relating to the Improvements including, but not limited to, any approvals by the Property Owner's property or homeowners' association pursuant to any applicable declaration of covenants, conditions and restrictions, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the installation of the Improvements;

D. ensure that the installation, operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;

E. ensure that the installation, operation and maintenance of the Improvements does not damage any property or improvements of the District, or any third party's property, and, in the

event of any such damage, Property Owner shall immediately repair the damage or compensate the District for such repairs to District property, at the District's option;

F. ensure that Property Owner's exercise of the privilege granted hereunder does not interfere with the District's rights to maintain its property and improvements and/or negatively impact the District's property or improvements, as determined in the District's sole discretion.

G. ensure that the District has free access to and from the its property and improvements, including allowing access over, across, under, or through the Improvements as necessary for the District to operate, maintain, and repair its property and improvements, as needed;

H. keep the License Area free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Property Owner's exercise of rights under this Agreement, and Property Owner shall immediately discharge any such claim or lien;

I. ensure the Improvements shall not endanger or interfere with persons traveling upon any public streets or sidewalks within the District. In the event that there is any damage or injuries as a result of the Improvements, the Property Owner agrees to promptly pay the District for any costs incurred because of those damages and/or injuries;

J. ensure that the Improvements shall not in any way conflict with any law, statute, ordinance, or governmental rule or regulations.

K. not modify or alter any control structures, drainage pipes, drainage facilities, or other improvements of the District without the prior written approval of the District;

L. at Property Owner's sole cost and expense, shall keep the Improvements in good repair and in a neat, orderly, and safe condition;

M. repair and maintain the Improvements, when necessary or desirable, as determined solely at the discretion of the District. The Property Owner shall be solely responsible for the costs of any repair or maintenance of the Improvements; and

N. in the event the District must maintain, repair and/or replace any utility and/or drainage facilities or construct new utility and/or drainage facilities or any other improvements, the Property Owner acknowledges and agrees that the Property Owner shall be solely responsible for the replacement or repair of any Improvements damaged or affected thereby. The Property Owner acknowledges and agrees that the District is not responsible for restoring the Improvements to the condition that existed before the District conducted the foregoing activities.

ARTICLE 5. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS. The privilege and permission granted herein is given to Property Owner as an accommodation and is revocable at any time. Property Owner acknowledges the legal interest of the District in the Property and agrees never to deny such interest or to interfere in any way with the District's use of the same.

Property Owner shall exercise the privilege granted herein at Property Owner's risk, and agrees that Property Owner shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Property Owner further acknowledges that, with adequate written notice, the District may remove all, or any portion of the Improvements, at Property Owner's expense, in order to repair or maintain any District-owned or -maintained facilities or improvements, and that the District is not obligated to re-install the Improvements to their original location and specification and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

ARTICLE 6. INDEMNIFICATION. Property Owner hereby agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Property Owner to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Property Owner as jointly liable parties; however, Property Owner shall indemnify the District for any and all percentage of fault attributable to Property Owner for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Property Owner further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

against claims for personal injury, death or property damage occurring upon, in or about the License Area. The coverage and limits shall not be less than One Million Dollars (\$1,000,000.00), Each Occurrence, General Liability. The Property Owner shall ensure that the District is named as an additional insured within the policy prior to the commencement of any work. The Property Owner shall insure that the policy provides for at least thirty (30) days written notice from the Insurer to the District prior to termination or cancellation of the insurance policy provided for herein.

ARTICLE 8. RISK OF USE/PROPERTY OWNER RESPONSIBILITY. The Property Owner agrees and acknowledges that the Improvements shall be used at the sole risk and expense of the Property Owner, and that the District is expressly relieved of any responsibility for any damage or loss to the Property Owner or any other party resulting from such use.

ARTICLE 9. AMENDMENT. This Agreement may only be amended in writing by both parties.

ARTICLE 10. LICENSE AGREEMENT TO RUN WITH THE LAND. Upon execution, this Agreement shall be recorded in the Official Records in and for Walton County, Florida. This Agreement shall be and constitute covenants running with title to the Lot and shall be binding upon the Lot and Licensee's heirs, successor, transferees, legal representatives, and/or assigns.

ARTICLE 11. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties hereto, with respect to the subject matter contained herein, and supersedes all prior negotiations, understandings, representations or agreements, either written or oral.

ARTICLE 12. DISTRICT RESERVATION OF RIGHTS.

A. Nothing contained herein shall constitute a waiver by the District of its right to use the License Area.

B. The rights granted to Property Owner herein regarding the use of the License Area shall not conflict or interfere with the District's right to maintain, repair and/or replace any roadway utility, drainage facilities, or other District-owner or -maintained improvements within the License Area or the Lot.

ARTICLE 13. NOTICE. All notes, communications and consents required or permitted by this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, with Notice deemed to be given upon receipt, and sent to their addresses shown above.

ARTICLE 14. SEVERABILITY. If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be in existence.

ARTICLE 15. EVENTS OF DEFAULT. The Property Owner shall be in default under this Agreement if they default in the performance of or compliance with any of their respective obligations pursuant to the terms or provisions of this Agreement.

ARTICLE 16. EFFECT OF DEFAULT BY PROPERTY OWNER. If at any time an event of default shall occur and shall continue for a period of thirty (30) days after the District gives written notice of the event of default to the Property Owner, the District may terminate this Agreement and require the Property Owner to restore the License Area to its original condition prior to installation of the Improvements, at the Property Owner's sole cost and expense. If the Property Owner fails to restore the License Area to its original condition within the foregoing time period, the District may, but is not obligated, to restore the License Area to its original condition, and the Property Owner shall reimburse the District for the restoration costs.

ARTICLE 17. ENFORCEABILITY OF AGREEMENT. In the event that either the District or the Property Owner is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. This Agreement shall be governed by Florida law with venue in Walton County, Florida.

ARTICLE 18. SOVEREIGN IMMUNITY. 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.

ARTICLE 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 20____.

WITNESSES:

Printed Name: _____

Printed Name: _____

PROPERTY OWNER

By: _____
Printed Name: _____

By: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ and _____, who are both personally known to me or has produced _____ as identification.

Notary Public

Printed/Typed Name of Notary

Commission No. _____

Commission Expires _____

WITNESSES:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Printed Name: _____

By: _____

Printed Name: _____

Name: _____
District Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as District Manager of the NatureWalk Community Development District. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed/Typed Name of Notary

Commission No.

Commission Expires

