

# NATUREWALK

## COMMUNITY DEVELOPMENT DISTRICT AGENDA

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

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

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

The **regular** 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.

August 1, 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, August 3, 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 July 6, 2023..... Tab 1
  - B. Ratification of the Operations and Maintenance Expenditures for the Month of June 2023..... Tab 2
- 4. STAFF REPORTS**
  - A. District Landscape Provider
    1. Presentation of District Landscaping Reports..... Tab 3
  - B. District Counsel
  - C. District Engineer
  - D. District Manager
    1. Presentation of District Manager Report
- 5. BUSINESS ITEMS**
  - A. Discussion and Consideration of GreenEarth Items..... Tab 4
    1. Tree Replacement Proposal
    2. Sandgrass Fitness Park Development Proposal
    3. Work Authorization 13 – Fire Damage Repair
    4. Work Authorization 14 – Irrigation Repairs
  - B. Consideration of Audit Committee Recommendation..... Tab 5
  - C. Discussion and Consideration of Replacement of District Signage - Eliminating Developer Logo
  - D. Consideration/Discussion on Paint Samples – CertaPro
  - E. Consideration of Authorizing Bridge Board Repairs - Virgin Brothers
  - F. Ratification of Final Parcel E Settlement Related Items ..... Tab 6
  - G. Consideration of District Landscape Removal and Replacement Policy ..... Tab 7

- H. Discussion and Consideration of HOA Communications
  - 1. Parcel Information
  - 2. August 2023 Newsletter Update
- I. Public Hearing Adopting Policies Relating to Encroachments on District-Owned Property
  - 1. Consideration of Resolution 2023-06 – Adopting Revised and Updated Policies Relating to Encroachments on District-Owned Property..... Tab 8
- J. Public Hearing on Fiscal Year 2023/2024 Budget
  - 1. Presentation of Proposed Final Budgets for Fiscal Year 2023/2024 ..... Tab 9
  - 2. Consideration of Resolution 2023-07, Annual Appropriations and Adopting the Budget for Fiscal Year 2023/2024 ..... Tab 10
  - 3. Consideration of Resolution 2023-08, Imposing Special Assessments and Certifying an Assessment Roll ..... Tab 11
- K. Consideration of Resolution 2023-09, Adopting a Meeting Schedule for Fiscal Year 2023/2024..... Tab 12
- 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 **Thursday, July 6, 2023, at 12:00 p.m.** at Walton County Coast Branch Library, 437 Greenway Trail, Santa Rosa Beach, FL 32459.

Present and constituting a quorum:

Jonette Coram	<b>Board Supervisor, Chairman</b>
Todd Egizii	<b>Board Supervisor, Vice Chairman</b>
Danell Head	<b>Board Supervisor, Assistant Secretary</b>
Skylar Lee	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

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

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. O'Mera called the meeting to order at 12:02 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

There was one (1) audience member present. Audience Member, Mike Hartley asked on behalf of the Homeowners' Association if the newest developer (Parcel E) could gate the entrance to the parcel.

**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 June 6, 2023.

On a motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board of Supervisors approved Minutes of the Special Board of Supervisors Meeting held on June 6, 2023, with edits, for NatureWalk Community Development District.

**FOURTH ORDER OF BUSINESS**

**Ratification of the Operations and Maintenance Expenditures for the Month of May 2023**

Ms. O'Mera presented the expenditures for the month of May 2023.

On a motion by Mr. Egizii, seconded by Mr. Lee, with all in favor, the Board of Supervisors ratified Operations and Maintenance Expenditures for the month of May 2023, in the amount of \$70,022.11, for NatureWalk Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-05, Re-Designating a Secretary**

Ms. O'Mera presented Resolution 2023-05, Re-Designating the Secretary from Bob Schleifer to Scott Brizendine.

On a motion by Mr. Egizii, seconded by Mr. Lee, with all in favor, the Board of Supervisors adopted Resolution 2023-05 Re-Designating a Secretary, for NatureWalk Community Development District.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Landscape Provider**

Ms. Smith reviewed the Landscaping Reports with the Board and asked if there were any questions. General discussions ensued.

**B. District Counsel**

Mr. Brown provided updates on parcels; general discussion ensued with the Board.

**C. District Engineer**

Mr. Martelli discussed the completion of the community map project. Any minor changes desired will be sent to Mr. Martelli.

**D. District Manager**

Ms. O'Mera reminded the Board of setting up the Annual Meeting Schedule at the next meeting.

There was general discussion held on issuing communications concerning assessment related information, undeveloped parcels in the community, and specifically the recent parcel purchased. Ms. O'Mera will circulate a document compiled by Mike Hartley (HOA) and collect Board feedback for staff to prepare a draft communication. This will be brought to the following Board meeting.

**SEVENTH ORDER OF BUSINESS**

**Discussion and Consideration of GreenEarth Items**

**1. Approval of Payment for Invoice 96608:**

Ms. O'Mera explained that the Board ratified Work Authorization #8 in the amount of \$5,700.00. The final invoice billed to the District exceeded the previous approval and Board direction was requested. Ms. Smith provided a brief explanation of the project, stating that the boring work exceeded their original estimates.

On a motion by Mr. Egizii, seconded by Ms. Coram, with all in favor, the Board of Supervisors' approved payment of GreenEarth invoice numbered 96608, in the amount of \$6,078.36, for the NatureWalk Community Development District.

**2. Review and Discussion of Sod Type Recommendation**

Ms. Smith reviewed the sod type recommendation report provided in the agenda packet. General discussion ensued. The Board agreed to move to using the Palisade sod, requiring an increase of the original not-to-exceed set for the sod project.

On a motion by Mr. Egizii, seconded by Mr. Lee, with all in favor, the Board of Supervisors' set a revised not-to-exceed in the amount of \$40,000.00 for the sod replacement project, for NatureWalk Community Development District.

**3. Consideration of Addenda 10 – Sod Installation**



On a motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board of Supervisors' Work Authorization 10 – Sod Installation, in the amount of \$20,697.75f or the NatureWalk Community Development District.

**4. Ratification of Addenda 11 – Mainline Repair**

On a motion by Mr. Egizii, seconded by Mr. Lee, with all in favor, the Board of Supervisors Ratified Work Authorization #11 - Mainline Repair, in the amount of \$1,075.28, for NatureWalk Community Development District.

**5. Ratification of Addenda 12 – Irrigation Audit Repairs**

On a motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board of Supervisors ratified Addenda 12 - Irrigation Audit Repairs, in the amount of \$442.15, for NatureWalk Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Proposals for Pond 13 Bulkhead Repair**

Ms. O'Mera presented the proposal received from RJ Gorman Marine with the requested revisions. Additional revised proposals had not been received as of the time of the meeting.

On a motion by Mr. Egizii, seconded by Ms. Coram, with all in favor, the Board of Supervisors approved the Proposal for Pond 13 Bulkhead Repair, RJ Gorman Marine, in the amount of \$12,146.94, for the NatureWalk Community Development District.

**NINTH ORDER OF BUSINESS**

**Discussion and Ratification of Virgin Brothers, LLC Items**

**1. Continuing Services Agreement**

**Ms. O'Mera presented the final form of Continuing Services Agreement with Virgin Brothers, LLC for ratification.**

On a motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board of Supervisors' ratified final form of Continuing Services Agreement with Virgin Brothers, LLC, for NatureWalk Community Development District.

**2. Work Authorization 1- Boardwalk Repairs**

On a motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board of Supervisors' ratified Work Authorization 1 - Boardwalk Repairs, in the amount of \$2,032.00, for the NatureWalk Community Development District.

**3. Work Authorization #2 - Boardwalk Repairs: Not-to-exceed \$2,000.00.**

On a motion by Mr. Egizii, seconded by Mr. Lee, with all in favor, the Board of Supervisors' ratified Work Authorization #2 - Boardwalk Repairs, in an amount no-to-exceed \$2,000.00, for the NatureWalk Community Development District.

**TENTH ORDER OF BUSINESS**

**Discussion Regarding Proposed  
Encroachment Policy**

Ms. O'Mera presented the draft Encroachment Policy and turned the discussion over to the Board. The Board would like the Homeowners' Association (HOA) to review the encroachments and take any available actions regarding non-conformance with HOA Architectural Review Committee (ARC) approvals. Audience member Mike Hartley, as a member of the HOA ARC and Board, agreed to review all related applications with the committee.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

Ms. Coram inquired if Walton County performs street cleaning within NatureWalk. Ms. O'Mera stated that to the best of her knowledge, since the roads are owned and maintained by the District, the County does not perform this service on community roads. Ms. Coram also confirmed that the Homeowners' Association owns the fencing around the sports court.

Mr. Lee asked for clarification on the circumstances concerning the Oak tree removed recently. He suggested that the Board adopt a process or policy to replace Oak trees when removed.

General discussion took place concerning Kolter branded signage.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board of Supervisors adjourned the meeting at 2:07 pm, for the NatureWalk Community Development District.

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Secretary/Assistant Secretary

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Chairman/ Vice Chairman

## **Tab 2**

# NatureWalk Community Development District

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DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

WWW.NATUREWALKCDD.ORG

## Operations and Maintenance Expenditures

June 2023

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2023 through June 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$37,735.72**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

**NatureWalk Community Development District**

Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CHELCO	100187	Monthly Summary 05/23	Electric Services 05/23	\$ 1,372.54
Danell Head	100182	DH060623	Board of Supervisors Meeting 06/06/23	\$ 200.00
GreenEarth Southeast, LLC	100179	96395	Landscape Maintenance 06/23	\$ 9,907.25
GreenEarth Southeast, LLC	100188	96607	Irrigation Repairs 06/23	\$ 3,509.19
GreenEarth Southeast, LLC	100193	96820	Spring Palm Tree Trimming 06/23	\$ 2,207.51
Gulf Coast Electric	100189	77261	Electrician Services 06/23	\$ 291.00
IPFS Corporation	100178	Insurance Payment Nine 06/23	Insurance Payment Eight 06/23	\$ 2,763.18
Jonette Anne Coram	100183	JC060623	Board of Supervisors Meeting 06/06/23	\$ 200.00
Kutak Rock, LLP	100191	3237470	Legal Services 05/23	\$ 6,568.00
Michael W Grubbs	100184	MG060623	Board of Supervisors Meeting 06/06/23	\$ 200.00

**NatureWalk Community Development District**

Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100177	INV0000080681	District Management Fees 06/23	\$ 4,548.50
Skylar P Lee	100185	SL060623	Board of Supervisors Meeting 06/06/23	\$ 200.00
The Lake Doctors, Inc.	100180	1769337	Pond Maintenance 06/23	\$ 710.00
The Ledger / News Chief/ CA Florida Holdings, LLC	100190	5605013	Account #536208 Legal Advertising 05/23	\$ 186.30
Todd B. Egizii	100186	TE060623	Board of Supervisors Meeting 06/06/23	\$ 200.00
VGlobal Tech	100181	5069	ADA Website Mainteancne 06/23	\$ 300.00
Virgin Brothers LLC	100192	218865	Repair Fence 06/23	\$ <u>4,372.25</u>
<b>Report Total</b>				<b>\$ <u>37,735.72</u></b>

## **Tab 3**





## July Completed Services

### Nature Walk CDD

#### Chemical:

- Turf Insecticide July 18<sup>th</sup>
- Plant Growth Regulator July 18<sup>th</sup>
- Maintenance teams will continue to spot spray beds throughout the month.

#### General Maintenance: Bi - Weekly

- July 3<sup>rd</sup>
- July 10<sup>th</sup>
- July 17<sup>th</sup>
- July 24<sup>th</sup>
- July 31<sup>st</sup>

#### Trails Maintenance

- July 31<sup>st</sup>

#### 3 Focal Ponds

- July 3<sup>rd</sup>

#### Irrigation Audit:

- July 17<sup>th</sup>
  - Repairs completed (\$189.16)

#### Shrub Pruning:

Completed on July 14<sup>th</sup>. Rode with Jonette on 7/24 and noticed we missed a few sections. This will be completed next maint visit.

#### Enhancements/Repairs:

- Lily lane swamp hibiscus installed July 21<sup>st</sup>.
- Fire Damage Repairs enhancement at 13 River Oats – Completed July 10<sup>th</sup>.
- Sandgrass Nature Trail irrigation repairs from someone running over line. Moved the line back as much as we could to prevent future damage.





## August Anticipated Services

### Nature Walk CDD

#### Chemical:

- Turf Fertilizer **(We will wait to treat turf until after new sod is laid)**
- Turf Weed Control – **TBD** Big focus in the straw beds and around ponds.
- Maintenance teams will continue to spot spray beds throughout the month.

#### General Maintenance: Bi - Weekly

- Aug 7<sup>th</sup>
- Aug 14<sup>th</sup>
- Aug 21<sup>st</sup>
- Aug 28<sup>th</sup>

#### Trails Maintenance

- Aug 21<sup>st</sup>

#### 3 Focal Ponds

- Aug 7<sup>th</sup>

#### Irrigation Audit:

- Week of Aug 21<sup>st</sup>

#### Sod Install:

Timeline- (Weather Permitting)

- Soil Test Result - Completed
- Chemical treatment to kill off turf - Week of July 31st (1 day job) 10-14 days to take to kill off
- August 10th / 11th - Root remediation and coil cultivating if needed.
- August 14th - Sod Install



## **Tab 4**



**Proposal #33063**

**Date: 7/25/2023**

**Property:**

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

**Live Oak Tree Replacement - 818 Sandgras**

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

Work order scope: GreenEarth will replace with a 30gal Live Oak Tree. Tree was removed back in February of 2023

**GreenEarth will warranty trees for 1 year only.**

Irrigation will be adjusted and zone will be turned back on to ensure trees have adequate water.

**Total: \$695.62**

**Plus Applicable Taxes**





## Proposal #33400

Date: 7/25/2023

### Property:

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

## Sandgrass Fitness Park

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

Work order scope:

GreenEarth to install the below items

11 - 7gal Encore Azaleas. Board to pick color of Autumn, Majesty or Bonfire ( Red X )

11 - 3gal Fakahatchee Grass ( Yellow X )

Rock Refresh - White Bahama Rock

Irrigation Install for new plants ( Bubblers / Tubing )

Plant material will be warrantied for 1 year.



## ADDENDA NO. 13 FOR ADDITIONAL WORK AUTHORIZATION

THIS WORK AUTHORIZATION (“**Work Authorization**”), dated July 26, 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 the fire damage repairs as indicated by the proposal dated July 5, 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 Seven Hundred Forty-Five Dollars and Ninety Cents (\$745.90), 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**

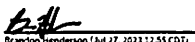
  
\_\_\_\_\_  
Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

WITNESS:

**GREENEARTH SOUTHEAST, LLC**

  
\_\_\_\_\_  
Jessica Smith (Jul 26, 2023 14:02 CDT)  
Witness

  
\_\_\_\_\_  
Brandon Henderson (Jul 27, 2023 12:55 CDT)  
By: Brandon Henderson  
Its: President  
\_\_\_\_\_

**Exhibit A: Scope of Additional Services**

**Exhibit A: Scope of Additional Services**



**Proposal #32901**

**Date: 7/5/2023**

**Property:**

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

**Fire Damage - 13 River Oats**

\*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.

Work order scope: Clean up area where fire occurred. Refresh with pine straw and remove and replace (3) dead muhly grass





**Total: \$745.90 Plus Applicable Taxes**

**Payment Schedule**

Description	Price
	<hr/> \$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 7/5/2023

GreenEarth Southeast, LLC

By \_\_\_\_\_

Date \_\_\_\_\_

Nature Walk CDD

## **ADDENDA NO. 14 FOR ADDITIONAL WORK AUTHORIZATION**

**THIS WORK AUTHORIZATION (“Work Authorization”)**, dated July 26, 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 the irrigation repairs as indicated by the invoice dated July 13, 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 Two Hundred Eighty-Eight Dollars and Eighty Cents (\$288.80), 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

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



# Invoice

Date	Invoice #
07/13/23	97731

office@greeneearthse.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** \$288.80

Due Date
07/13/23

Property Address	GreenEarth Representative	Terms
Nature Walk CDD	Jessica Smith	Due on Receipt
Description	Quantity	Price Each
#32976 - Irrigation Multiple Area Of Repairs		\$288.80
Irrigation - 07/10/23	1.67	
Sch 40 PVC 90 Degree Elbow 1 in. Socket x FIPT (Material)	1.00	
Sch 40 PVC Coupling 1 in. Socket (Material)	2.00	
1" Pipe Sch 40 PVC (Material)	0.50	
Rain Bird VAN Nozzle 12 ft. Radius Variable Arc (Material)	1.00	
Rain Bird Nozzle 15 ft. Radius Half Circle (Material)	1.00	
Rain Bird 1806 Spray Body 6 in. Pop Up (Material)	1.00	
Rain Bird 1812 Spray Body 12 in. Pop Up (Material)	1.00	
1/2 Xeri Male Threaded (Material)	1.00	
Sch 40 PVC Tee 1 in. Socket (Material)	1.00	
Nature Walk Trial Issue and space beside area "u"		
Repaired broken head. Zone 12 flat wood forest loop. Repaired lateral line from nature trail install. Ran over. Can not move lateral line any more then I did in repair. Repaired stuck up head 3rd middle island entrance and added donut to head at Lilly lane		

**Invoice Total**

**\$288.80**

Thank you for your business.

**Payments/Credits Applied** \$0.00  
**Balance Due for this Inv.** \$288.80

<b>Current</b>	<b>1-30 Days Past Due</b>	<b>31-60 Days Past Due</b>	<b>61-90 Days Past Due</b>	<b>90+ Days Past Due</b>	<b>Total Balance Due On Account</b>
\$0.00	\$2,770.81	\$0.00	\$0.00	\$0.00	<b>\$2,770.81</b>

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](mailto:amayne@greeneearthgt.com).

## ADDENDA NO. 15 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 the sod replacement project, including the provision of sod 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 set a not-to-exceed in the amount of Forty-Thousand Dollars and Cents (\$40,000.00), with a deposit due immediately in the amount of Eighteen Thousand, Five Hundred Dollars and Zero Cents (\$18,500.00), 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



**Proposal #36237**

**Date: 8/1/2023**

**Property:**

Nature Walk CDD  
 Santa Rosa Beach, FL 32459

**Landscape Service Provider:**

Green Earth Freeport  
 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 (30605)**

\*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.

**Deposit Due Immediately: \$18,500**

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
	<b>24,848.37</b>	<b>57</b>	<b>\$ 16,672.50</b>
<b>Soil samples (10)</b>			\$ 900.00
<b>Contingency</b>			\$ 3,125.25
			<b>20,697.75</b>

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<b>Soil samples (10)</b>			\$ 900.00
<b>Contingency</b>			\$ 3,125.25
			<b>20,697.75</b>

**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 provide and 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: \$40,000.00**

**Plus Applicable Taxes**

## Payment Schedule

Description	Price
	<hr/> \$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 (GE)

Date 8/1/2023  
\_\_\_\_\_  
Green Earth Freeport

By \_\_\_\_\_

Date \_\_\_\_\_  
\_\_\_\_\_  
Nature Walk CDD

## **Tab 5**

**NATUREWALK  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSAL FOR AUDIT SERVICES**

---

**PROPOSED BY:**

Berger, Toombs, Elam, Gaines & Frank  
CERTIFIED PUBLIC ACCOUNTANTS, PL

---

600 Citrus Avenue, Suite 200  
Fort Pierce, Florida 34950

(772) 461-6120

**CONTACT PERSON:**

J. W. Gaines, CPA, Director

**DATE OF PROPOSAL:**

July 14, 2023

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# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

July 14, 2023

NatureWalk Community Development District  
Rizzetta & Company, Inc.  
120 Richard Jackson Blvd, Suite 220  
Panama City Beach, FL 32407

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for NatureWalk Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for NatureWalk Community Development District. We will provide you with top quality, responsive service.

## **Experience**

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.

Fort Pierce / Stuart

Member AICPA

- 1 -  
Member AICPA Division for CPA Firms  
Private Companies practice Section

Member FICPA

NatureWalk Community Development District  
July 14, 2023

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to NatureWalk Community Development District.

Very truly yours,



Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

## **PROFILE OF THE PROPOSER**

### **Description and History of Audit Firm**

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.



## Professional Staff Resources

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	6
Managers (CPA)	1
Senior/Supervisor Accountants (2 CPA's)	2
Staff Accountants (2 CPA)	10
Computer Specialist	1
Paraprofessional	7
Administrative	<u>5</u>
Total – all personnel	32

Following is a brief description of each employee classification:

**Staff Accountant** – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

**Senior Accountant** – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

**Managers** – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

**Principal** – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

**Partner/Director** – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

## **Professional Staff Resources (Continued)**

**Independence** – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Independence Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

### **Ability to Furnish the Required Services**

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 69 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

## **ADDITIONAL SERVICES PROVIDED**

### **Arbitrage Rebate Services**

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

## **GOVERNMENTAL AUDITING EXPERIENCE**

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 900 community development districts, and over 1,800 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

## **Continuing Professional Education**

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

## **GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)**

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

### **Quality Control Program**

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

## **GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)**

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

### **Certificate of Achievement for Excellence in Financial Reporting (CAFR)**

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

## **GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)**

### References

Terracina Community Development  
District  
Jeff Walker, Special District Services  
(561) 630-4922

Gateway Community Development  
District  
Stephen Bloom, Severn Trent Management  
(954) 753-5841

The Reserve Community Development District  
  
Darrin Mossing, Governmental Management  
Services LLC  
(407) 841-5524

Port of the Islands Community Development  
District  
Cal Teague, Premier District Management  
  
(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

### Community Development Districts

Aberdeen Community Development  
District

Beacon Lakes Community  
Development District

Alta Lakes Community Development  
District

Beaumont Community Development  
District

Amelia Concourse Community  
Development District

Bella Collina Community Development  
District

Amelia Walk Community  
Development District

Bonnet Creek Community  
Development District

Aqua One Community Development  
District

Buckeye Park Community  
Development District

Arborwood Community Development  
District

Candler Hills East Community  
Development District

Arlington Ridge Community  
Development District

Cedar Hammock Community  
Development District

Bartram Springs Community  
Development District

Central Lake Community  
Development District

Baytree Community Development  
District

Channing Park Community  
Development District

**GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)**

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District



## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

**GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)**

Triple Creek Community  
Development District

Vizcaya in Kendall  
Development District

TSR Community Development  
District

Waterset North Community  
Development District

Turnbull Creek Community  
Development District

Westside Community Development  
District

Twin Creeks North Community  
Development District

WildBlue Community Development  
District

Urban Orlando Community  
Development District

Willow Creek Community  
Development District

Verano #2 Community  
Development District

Willow Hammock Community  
Development District

Viera East Community  
Development District

Winston Trails Community  
Development District

VillaMar Community  
Development District

Zephyr Ridge Community  
Development District

## **GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)**

### Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

### Current or Recent Single Audits.

St. Lucie County, Florida  
Early Learning Coalition, Inc.  
Treasure Coast Food Bank, Inc.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

### Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River  
Martin  
Okeechobee  
Palm Beach

### Municipalities

City of Port St. Lucie  
City of Vero Beach  
Town of Orchid

## **GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)**

### Special Districts

Bannon Lakes Community Development District  
Boggy Creek Community Development District  
Capron Trail Community Development District  
Celebration Pointe Community Development District  
Coquina Water Control District  
Diamond Hill Community Development District  
Dovera Community Development District  
Durbin Crossing Community Development District  
Golden Lakes Community Development District  
Lakewood Ranch Community Development District  
Martin Soil and Water Conservation District  
Meadow Pointe III Community Development District  
Myrtle Creek Community Development District  
St. Lucie County – Fort Pierce Fire District  
The Crossings at Fleming Island  
St. Lucie West Services District  
Indian River County Mosquito Control District  
St. John's Water Control District  
Westchase and Westchase East Community Development Districts  
Pier Park Community Development District  
Verandahs Community Development District  
Magnolia Park Community Development District

### Schools and Colleges

Federal Student Aid Programs – Indian River Community College  
Indian River Community College  
Okeechobee County District School Board  
St. Lucie County District School Board

### State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)  
Florida School for Boys at Okeechobee  
Indian River Community College Crime Laboratory  
Indian River Correctional Institution

## **FEE SCHEDULE**

We propose the fee for our audit services described below to be \$3,350 for the years ended September 30, 2023 and 2024, \$3,550 for the years ended September 30, 2025, 2026, and 2027. The fee is contingent upon the financial records and accounting systems of NatureWalk Community Development District being "audit ready" and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

## **SCOPE OF WORK TO BE PERFORMED**

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of NatureWalk Community Development District as of September 30, 2023, 2024, 2025, 2026, and 2027. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **J. W. Gaines, CPA, CITP**

Director – 41 years

#### **Education**

- ◆ Stetson University, B.B.A. – Accounting

#### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

#### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

#### **Professional Experience**

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

**J. W. Gaines, CPA, CITP (Continued)**

Director

#### **Continuing Professional Education**

- ◆ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
  - Governmental Accounting Report and Audit Update
  - Analytical Procedures, FICPA
  - Annual Update for Accountants and Auditors
  - Single Audit Sampling and Other Considerations



# ***Commitment to Quality Service***

## **Personnel Qualifications and Experience**

### **David S. McGuire, CPA, CITP**

Accounting and Audit Principal – 18 years

Accounting and Audit Manager – 4 years

Staff Accountant – 11 years

### **Education**

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharoes (2019-2021)

### **Professional Experience**

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
  - St. Lucie County, Florida
  - 19<sup>th</sup> Circuit Office of Medical Examiner
  - Troup Indiantown Water Control District
  - Exchange Club Center for the Prevention of Child Abuse, Inc.
  - Healthy Kids of St. Lucie County
  - Mustard Seed Ministries of Ft. Pierce, Inc.
  - Reaching Our Community Kids, Inc.
  - Reaching Our Community Kids - South
  - St. Lucie County Education Foundation, Inc.
  - Treasure Coast Food Bank, Inc.
  - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **David S. McGuire, CPA, CITP (Continued)**

Accounting and Audit Principal

#### **Continuing Professional Education**

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

Not-for-Profit Auditing Financial Results and Compliance Requirements

Update: Government Accounting Reporting and Auditing

Annual Update for Accountants and Auditors

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **David F. Haughton, CPA**

Accounting and Audit Manager – 30 years

#### **Education**

- ◆ Stetson University, B.B.A. – Accounting

#### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

#### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

#### **Professional Experience**

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

##### **Counties:**

St. Lucie County

##### **Municipalities:**

City of Fort Pierce

City of Stuart

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **David F. Haughton, CPA (Continued)**

Accounting and Audit Manager

#### **Professional Experience (Continued)**

##### **Special Districts:**

Bluewaters Community Development District  
Country Club of Mount Dora Community Development District  
Fiddler's Creek Community Development District #1 and #2  
Indigo Community Development District  
North Springs Improvement District  
Renaissance Commons Community Development District  
St. Lucie West Services District  
Stoneybrook Community Development District  
Summerville Community Development District  
Terracina Community Development District  
Thousand Oaks Community Development District  
Tree Island Estates Community Development District  
Valencia Acres Community Development District

##### **Non-Profits:**

The Dunbar Center, Inc.  
Hibiscus Children's Foundation, Inc.  
Hope Rural School, Inc.  
Maritime and Yachting Museum of Florida, Inc.  
Tykes and Teens, Inc.  
United Way of Martin County, Inc.  
Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

#### **Continuing Professional Education**

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Matthew Gonano, CPA**

Senior Staff Accountant – 10 years

#### **Education**

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

#### **Professional Affiliations/Community Service**

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

#### **Professional Experience**

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

#### **Continuing Professional Education**

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Paul Daly**

Staff Accountant – 9 years

#### **Education**

- ◆ Florida Atlantic University, B.S. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Melissa Marlin, CPA**

Senior Staff Accountant – 9 years

#### **Education**

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

#### **Professional Experience**

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Bryan Snyder**

Staff Accountant – 8 years

#### **Education**

- ◆ Florida Atlantic University, B.B.A. – Accounting

#### **Professional Experience**

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

#### **Continuing Professional Education**

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.



## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

**Maritza Stonebraker, CPA**  
Senior Accountant – 7 years

#### **Education**

- ◆ Indian River State College, B.S. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

#### **Continuing Professional Education**

- ◆ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Jonathan Herman, CPA**

Senior Staff Accountant – 9 years

#### **Education**

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

#### **Professional Experience**

- ◆ Accounting graduate with nine years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Sean Stanton, CPA**

Staff Accountant – 5 years

#### **Education**

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

#### **Professional Experience**

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

#### **Continuing Professional Education**

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Tifanee Terrell**

Staff Accountant – 2 years

#### **Education**

- ◆ Florida Atlantic University, M.A.C.C. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Terrell is currently studying to pass the CPA exam.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Dylan Dixon**

Staff Accountant – 1 year

#### **Education**

- ◆ Indian River State College, A.A. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mr. Dixon is currently pursuing a bachelor's degree in Accounting.
- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. Dixon is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Brennen Moore**

Staff Accountant

#### **Education**

- ◆ Indian River State College, A.A. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mr. Moore is currently enrolled at Indian River State College and will complete his bachelor's degree in spring of 2023.
- ◆ Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. Moore is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Jordan Wood**

Staff Accountant

#### **Education**

- ◆ Indian River State College, A.A. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Ms. Wood is currently enrolled at Indian River State College to complete her bachelor's degree.
- ◆ Ms. Wood participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Wood is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.



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**Report on the Firm's System of Quality Control**

To the Partners of November 30, 2022  
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

*Bodine Perry*

Bodine Perry

(BERGER\_REPORT22)







**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

## NATUREWALK

COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: July 14, 2023  
3:00PM

**Submitted to:**

NatureWalk  
Community Development District  
c/o District Manager  
120 Richard Jackson Boulevard, Suite 220  
Panama City Beach, Florida 32407

---

**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
951 Yamato Road, Suite 280  
Boca Raton, Florida 33431  
**Tel** (561) 994-9299  
(800) 229-4728  
**Fax** (561) 994-5823

[tgrau@graucpa.com](mailto:tgrau@graucpa.com)

[www.graucpa.com](http://www.graucpa.com)



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# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

July 14, 2023

NatureWalk Community Development District  
c/o District Manager  
120 Richard Jackson Boulevard, Suite 220  
Panama City Beach, Florida 32407

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2023-2027.

Grau & Associates (Grau) welcomes the opportunity to respond to NatureWalk Community Development District's (the "District") Request for Proposal (RFP), and we look forward to continuing working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

## Why Grau & Associates:

### Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

### Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

### Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

### Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

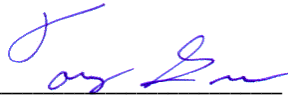
### Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or Racquel McIntosh, CPA ([rmcintosh@graucpa.com](mailto:rmcintosh@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates



Antonio J. Grau

# Firm Qualifications



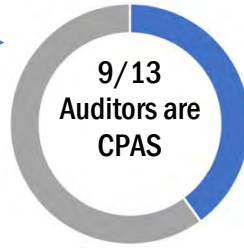
**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Grau's Focus and Experience

## Our Team



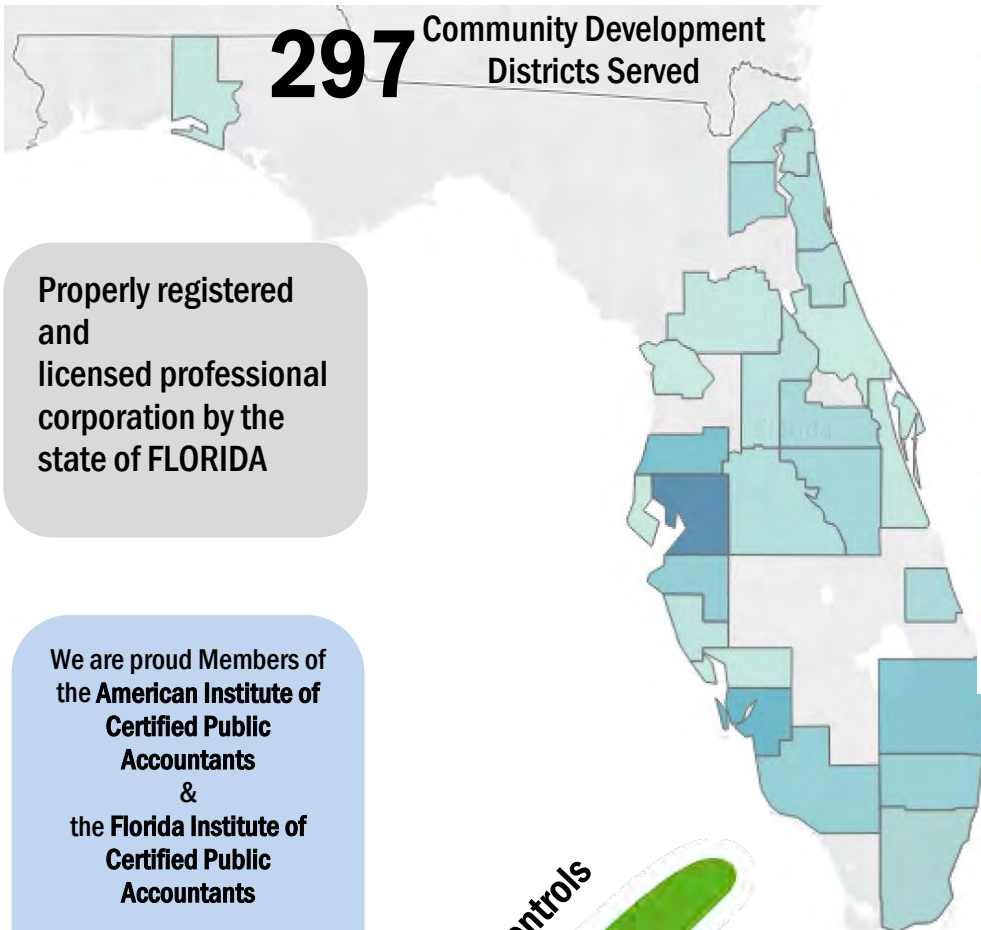
**3** Partners  
**10** Professional Staff  
**2** Administrative Professionals



# 2005

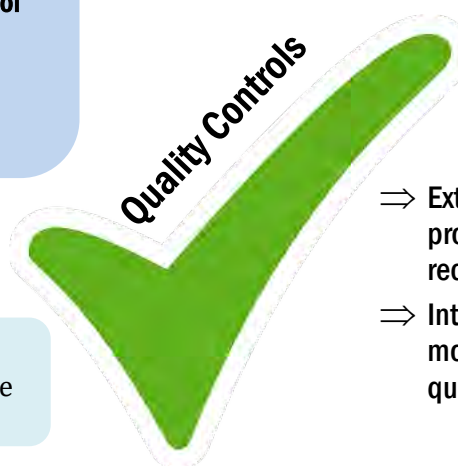
Year founded

## Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**



- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



Florida Institute of Certified Public Accountants

**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

**March 17, 2023**

**Antonio Grau**  
**Grau & Associates**  
**951 Yamato Rd Ste 280**  
**Boca Raton, FL 33431-1809**

**Dear Antonio Grau:**

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | [www.ficpa.org](http://www.ficpa.org)

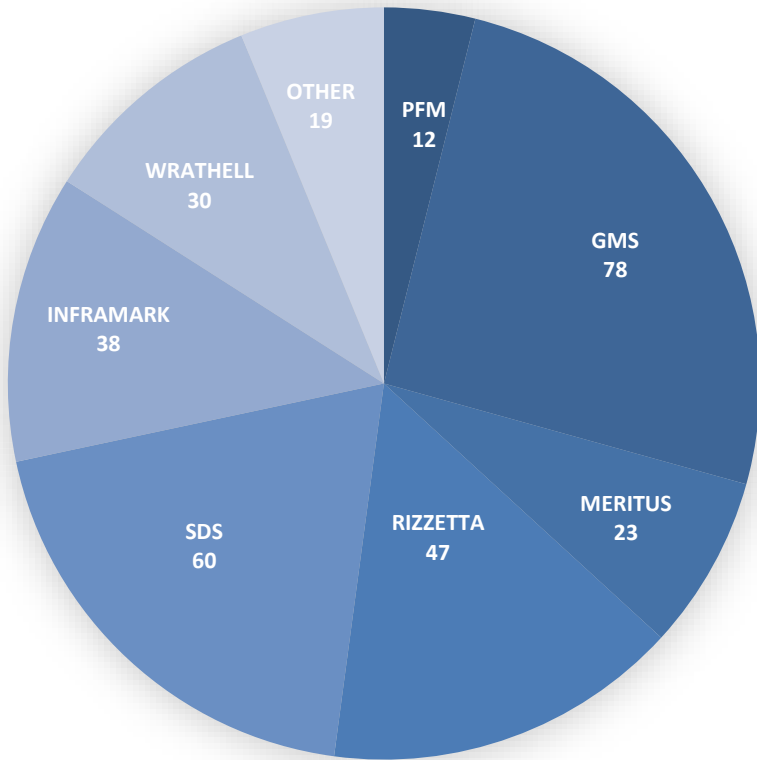
# Firm & Staff Experience



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS



## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### *Profile Briefs:*

**Antonio J GRAU, CPA (Partner)**

*Years Performing Audits: 35+  
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 58 hours  
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

**Racquel McIntosh, CPA (Partner)**

*Years Performing Audits: 18+  
CPE (last 2 years): Government Accounting, Auditing: 38 hours; Accounting, Auditing and Other: 56 hours  
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

Racquel McIntosh

# YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



# Antonio 'Tony' J. Grau, CPA Partner

Contact: [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

## Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

## Education

University of South Florida (1983)  
Bachelor of Arts  
Business Administration

---

## Clients Served (partial list)

(>300) Various Special Districts, including:

- |  |  |
|--|--|
| Bayside Improvement Community Development District   | St. Lucie West Services District                 |
| Dunes Community Development District                 | Ave Maria Stewardship Community District         |
| Fishhawk Community Development District (I, II, IV)  | Rivers Edge II Community Development District    |
| Grand Bay at Doral Community Development District    | Bartram Park Community Development District      |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
|  |  |
| Boca Raton Airport Authority                         |  |
| Greater Naples Fire Rescue District                  |  |
| Key Largo Wastewater Treatment District              |  |
| Lake Worth Drainage District                         |  |
| South Indian River Water Control                     |  |

## Professional Associations/Memberships

- |  |   |
|--|---|
| American Institute of Certified Public Accountants | Florida Government Finance Officers Association |
| Florida Institute of Certified Public Accountants  | Government Finance Officers Association Member  |
| City of Boca Raton Financial Advisory Board Member |   |

## Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	58
Total Hours	<u>82</u> <small>(includes of 4 hours of Ethics CPE)</small>



# Racquel C. McIntosh, CPA

## Partner

Contact : [rmcintosh@graucpa.com](mailto:rmcintosh@graucpa.com) | (561) 939-6669

### Experience

Racquel has been providing government audit, accounting and advisory services to our clients for over 14 years. She serves as the firm's quality control partner; in this capacity she closely monitors engagement quality ensuring standards are followed and maintained throughout the audit.

Racquel develops in-house training seminars on current government auditing, accounting, and legislative topics and also provides seminars for various government organizations. In addition, she assists clients with implementing new accounting software, legislation, and standards.

### Education

Florida Atlantic University (2004)  
Master of Accounting  
Florida Atlantic University (2003)  
Bachelor of Arts:  
Finance, Accounting

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### Clients Served (partial list)

(>300) Various Special Districts, including:  
Carlton Lakes Community Development District  
Golden Lakes Community Development District  
Rivercrest Community Development District  
South Fork III Community Development District  
TPOST Community Development District

Westchase Community Development District  
Monterra Community Development District  
Palm Coast Park Community Development District  
Long Leaf Community Development District  
Watergrass Community Development District

East Central Regional Wastewater Treatment Facilities  
Indian Trail Improvement District  
Pinellas Park Water Management District  
Ranger Drainage District  
South Trail Fire Protection and Rescue Service District

### Professional Associations/ Memberships

American Institute of Certified Public Accountants  
Florida Institute of Certified Public Accountants  
FICPA State & Local Government Committee  
FGFOA Palm Beach Chapter

### Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	38
Accounting, Auditing and Other	56
Total Hours	<u>94</u> (includes of 4 hours of Ethics CPE)

# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS



We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

## Dunes Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 1998
<b>Client Contact</b>	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

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## Two Creeks Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2007
<b>Client Contact</b>	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

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## Journey's End Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2004
<b>Client Contact</b>	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

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# **Specific Audit Approach**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# **AUDIT APPROACH**

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



## **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.



## Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

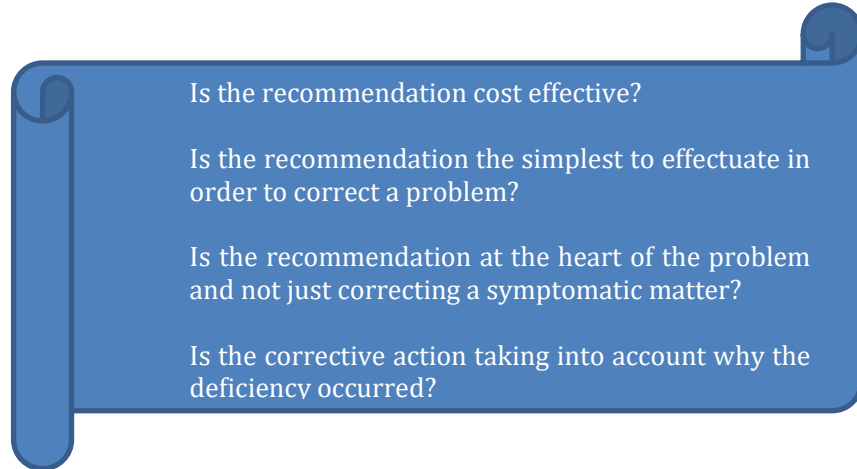
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

# Cost of Services



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2023-2027 are as follows:

<b>Year Ended September 30,</b>		<b>Fee</b>
2023		\$6,000
2024		\$6,100
2025		\$6,200
2026		\$6,300
2027		\$6,400
<b>TOTAL (2023-2027)</b>		<b><u>\$31,000</u></b>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.

# Supplemental Information



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## **PARTIAL LIST OF CLIENTS**

<b>SPECIAL DISTRICTS</b>	<b>Governmental Audit</b>	<b>Single Audit</b>	<b>Utility Audit</b>	<b>Current Client</b>	<b>Year End</b>
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
<b>TOTAL</b>	<b>333</b>	<b>5</b>	<b>3</b>	<b>328</b>	

# **ADDITIONAL SERVICES**

## **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

## **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73**

Current  
Arbitrage  
Calculations

**We look forward to providing **NatureWalk Community Development District** with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**

## **Tab 6**



## SETTLEMENT AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHH and the District agree the New 2007A Debt Assessments will come due annually following the Two Year Abatement until paid and a new amortization schedule will be reinstated in accordance with the provisions hereof and allocated to the CHH Parcel based on the proposed Unit Counts and amortization schedule set forth on Exhibit B attached hereto, subject to final

plating. CHH and the District agree to enter into the True-Up Agreement with respect to the CHH Parcel providing for (i) a true-up payment (the "True-Up Payment") in the event less than a total of 20 units are platted on the CHH Parcel (\$13,004.47 per unit for each unit less than 20 platted) or (ii) the payment of additional consideration ("Additional Consideration") of \$30,000.00 per unit in excess of 20 units platted on the CHH Parcel, all as described in the Exhibit A attached hereto. Moreover, in the event the number of platted units exceeds 20, the Parties agree that each of the units in excess of 20 will be assessed in the same manner as provided above for the 20 units that are currently anticipated to be developed and platted. The annual payment of approximately \$1,000 per unit shall satisfy the repayment of the 2007A Bonds with respect to the CHH Parcel, including all required principal and interest, but exclusive of collection costs and early payment discounts.

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

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

- (A) waive all penalties imposed on the Delinquent Debt Assessments with respect to the CHH Parcel;
- (B) waive all past due accrued and unpaid interest that is not otherwise paid as provided by this Agreement on the Delinquent Debt Assessments with respect to the CHH Parcel;
- (C) the District shall continue to annually levy and collect O&M Assessments against the CHH Parcel based on its existing assessment methodology and annual budget. O&M Assessments will be levied and collected on an annual basis against individual units following each unit's platting in accordance with the District's adopted assessment methodology and annual budget. In all events, upon final platting of the CHH Parcel, O&M Assessments shall be levied and collected on an annual basis against the individual platted units within the CHH Parcel on a per-unit basis. The forgoing is intended to make clear that once the entirety of the CHH Parcel is platted, O&M Assessments will be based on the actual number of units platted, whether more than, less than, or equal to the 20 units currently anticipated. Nothing herein shall be construed in any way to limit the District's budgeting authority or its authority to change, amend, or revise its assessment methodology relative to the O&M Assessments.
- (D) the District shall upon recordation of the final plat for the CHH Parcel and receipt of any True-Up Payment or Additional Consideration, if applicable, assist the Trustee as needed in the cancelation of the remaining outstanding 2007B Bonds secured by the CHH Parcel and adjust the principal amount

of the 2007A Bonds outstanding to conform with the total number of units platted as described herein. The District shall further record in its Improvement Lien Book a reduction of the District's Debt Assessments in connection with the CHH Parcel in accordance with the cancellation of the Outstanding 2007B Bonds and reduction in the principal amount of the 2007A Bonds associated with the CHH Parcel.

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

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

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

- (A) If any of the representations or warranties made hereunder by or on behalf of CHH (including the Recitals hereto) shall not have been true, accurate or complete in any material respect when made.
- (B) CHH shall assert in writing that this Agreement is not enforceable.
- (C) CHH (i) petitions for relief, or has a petition for relief filed against it, under the United States Bankruptcy Code, (ii) petitions for relief, or has a petition for relief filed against it, pertaining to any reorganization, composition, readjustment, liquidation of assets, or similar relief under any present or future law or regulation, or (iii) seeks, or fails to prevent, the appointment of any trustee, receiver or liquidator of CHH or of substantially all of the assets of CHH, or (iv) makes a general assignment for the benefit of creditors, or (v) is unable, or admits in writing its inability, to pay its debts generally as they become due (any, some or all of (i) through (v)).
- (D) CHH shall fail to pay the Settlement Amount or comply with the payment obligations in Section 2.

Upon the occurrence of an Event of Default, the Trustee may, terminate this Agreement, and/or proceed with any and all rights and remedies under applicable law, under this Agreement or otherwise available to the Trustee, subject to the Cure Period (as defined herein). Upon the occurrence of an Event of Default in (A), (B) or (D) in this Section 6, CHH shall send prompt written notice to the Trustee which shall serve as written notice from the Trustee commencing the

Cure Period (defined herein). Upon sending written notice, CHH will have 30 calendar days to cure such Event of Default in (A), (B) or (D) in this Section 6 (the "Cure Period") described herein. CHH has no right to notice from the Trustee or a cure period with regard to (C) in this Section, but shall promptly send written notice to the Trustee should any of the events in (C) occur.

**7. DEEMED AMENDMENT OF INDENTURE; CONSENT.** To the extent that the provisions of this Agreement conflict with any provision of the Master Indenture, the Master Indenture shall be deemed to be amended to conform to the conflicting provision of this Agreement and any provisions required for such amendments are waived. Consent to such amendment shall be evidenced in the written direction to the Trustee by the Beneficial Owners of one hundred percent (100%) of the outstanding District Bonds to execute this Agreement.

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

**9. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the parties hereto and subject to the written consent of not less than 100% of the outstanding District Bonds.

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

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

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

**13. EFFECTIVE DATE AND TERM.** This Agreement shall be effective as of the Effective Date. If CHH fails to timely pay the Settlement Amount, then this Agreement shall terminate in its entirety. Upon any such termination, any amounts that are due and owing as to the CHH Parcel, including, but not limited to Debt Assessments that have accrued, shall immediately become due and payable to the District. This Agreement shall terminate subject to Section 22 herein, following: payment in full of (i) the Settlement Amount and (ii) a True-Up Payment or Additional Consideration, if required, following final platting of the CHH Parcel.

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

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

**15. TITAN'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

TITAN hereby represents and warrants to the District and the Trustee that:

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

**16. REPRESENTATIONS AND WARRANTIES OF THE DISTRICT.**

The District hereby represents and warrants to CHH and the Trustee that:

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

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

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

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

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

other courier service guaranteeing next business day delivery, charges prepaid, or (d) by email transmission. Notices shall be sent or delivered to the following addresses:

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

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

If to CHH/TITAN: CH Holdings Inc.  
Attention: Chris B. Hemmings  
1510 S. Clark Avenue  
Tampa, FL 33629  
Email: [anchortitletampa@gmail.com](mailto:anchortitletampa@gmail.com)

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

If to the Trustee: U.S. Bank Trust Company, National Association  
Account Manager/Vice President  
Corporate Trust Services  
Two James Center  
1021 East Cary Street, 18th Floor  
Richmond, VA 23219  
Attention: Christopher H. Gehman  
Email: [christopher.gehman@usbank.com](mailto:christopher.gehman@usbank.com)

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

Any such notice, document, demand, or certificate sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received upon the earlier of actual receipt or seventy-two (72) hours after the same is so addressed and mailed with postage



prepaid. Notices delivered by Express Mail of the U.S. Postal Service or Federal Express (a/k/a FedEx) or other courier service guaranteeing next business day delivery shall be deemed to have been given twenty-four (24) hours after delivery of the same to the U.S. Postal Service or private courier, with charges prepaid and instructions for next business day delivery. If any notice is transmitted by email, the same shall be deemed served or delivered upon transmission thereof, assuming no error receipt has been received within twenty-four (24) hours after transmission thereof. Any notice, document, demand, or certificate sent by any other method shall be effective only upon actual receipt thereof or the addressee's refusal to accept delivery, whichever occurs first. Any Party may change its address for purposes of this Section 18 by giving notice to the other Party as provided herein.

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

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

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

**22. SURVIVAL OF CERTAIN PROVISIONS.** The provisions of Sections 10, 11, 23, 24 and 25 of this Agreement shall survive the expiration or earlier termination of this Agreement. Section 3 shall survive the expiration of this Agreement.

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

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

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

individual or personal capacity. The Trustee shall not have any individual or personal liability under or related to this Agreement.

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

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

**27. ASSIGNMENT AND TRANSFERS.** CHH may assign or sell their rights, duties or obligations under this Agreement or any monies to be paid under this Agreement without the prior written consent of any other Party. CHH shall require as a condition of the sale to any third-party purchasing all or a portion of the CHH Parcel for value, on which no plat has been recorded in the land records of Walton County, that such third-party shall enter into a true-up agreement on the same terms and conditions as the True-Up Agreement attached hereto and incorporated herein as Exhibit A. The District shall also be required to enter into a true-up agreement on the same terms and conditions as the True-Up Agreement attached hereto and incorporated herein as Exhibit A with any third party purchasing all or a portion of the CHH Parcel for value on which no plat has been recorded in the land records of Walton County.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CH HOLDINGS INC., a Florida corporation

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

Chris B. Hemmings

Title: President

Date: 6-30-2023

TITAN ACQUISITIONS, LLC, a Florida limited liability

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

Nick S. Garcia

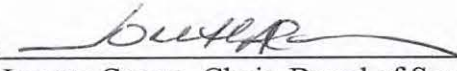
Title: Managing Member

Date: 6-30-2023

**ATTEST:**


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

**NATUREWALK COMMUNITY  
DEVELOPMENT DISTRICT**

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

Date: May 29, 2023

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

By:  \_\_\_\_\_  
Name: Christopher H. Gehman  
Title: Vice President

Date: June 30, 2023

**EXHIBIT A**

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

[ATTACHED]

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

(This space reserved for Clerk)

Warren S. Bloom, Esq.  
Greenberg Traurig, P.A.  
450 S. Orange Avenue, Suite 650  
Orlando, FL 32801

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

This Agreement is made and entered into as of this 1st day of July 2023 by and between:

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

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

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, CHH and the District desire to enter into this Agreement to (i) confirm CHH's intentions and obligations to pay to the District at time of platting related to the 2007A Debt Assessments when due in the event the total number of units platted on the CHH Parcel is less than 20 at \$13,004.47 per unit (the "True-Up Payment") and (ii) confirm CHH's intentions and obligations to make a payment of \$30,000 per unit at the time of platting for each unit in excess of 20 units ("Additional Consideration").

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

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

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



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

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

**4. SPECIAL ASSESSMENT REALLOCATION.**

A. Assumptions as to Debt Assessments. Pursuant to the terms of the Settlement Agreement the total amount of 2007A Debt Assessments anticipated to be ultimately assessed by the District against the CHH Parcel is stipulated to be \$240,000.00 (or approximately \$1,000.00 per unit per fiscal year with collection commencing fiscal year 2025-2026 (October 1, 2025 to September 30, 2026) and ending in fiscal year 2037-2038 (October 1, 2037 to September 30, 2038) assuming the total number of units platted equals 20, such number of units being subject to adjustment as provided herein and in the Settlement Agreement.

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

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

(ii) When the proposed final plat is prepared for the CHH Parcel constituting any proposed plat submitted to the District that the District reasonably determines would render the CHH Parcel fully platted or any remaining un-platted portion of the CHH Parcel undevelopable (the "Final Plat") and presented to the District for review, approval and reallocation of the 2007A Debt Assessments, if the total amount of units to be platted is (a) less than 20 units then a True-Up Payment in the amount of \$13,004.47 per unit for each unit below 20 units will be due and payable by the party recording the Final Plat and (b) more than 20 units then Additional Consideration in the amount of \$30,000 per unit for each unit in excess of 20 units will be due and payable by CHH.

The parties agree that any True-Up Payment or Additional Consideration will be paid within fifteen (15) business days of recording the final plat.

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

obligations on the District Bonds. The District shall record the True-Up Payment or Additional Consideration in its Improvement Lien Book. Upon payment of the Settlement Amount and any Additional Consideration or True-Up Payment, the District shall cause the lien release for the 2007B Bond regarding the 2007B Debt Assessments to be recorded in the official records of Walton County.

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

(iv) The District will commence collection of 2007A Debt Assessments in connection with the CHH Parcel beginning in fiscal year 2025-2026 (October 1, 2025 - September 30, 2026) in accordance with the Settlement Agreement.

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

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

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

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

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

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

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

If to TITAN: Titan Acquisitions, LLC  
Attention: Chris B. Hemmings  
1510 S. Clark Avenue  
Tampa, Florida 33629  
Email: anchortitletampa@gmail.com

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

Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

**8. ASSIGNMENT AND TRANSFERS.** This Agreement shall run with the land. CHH may assign or sell their rights, duties or obligations under this Agreement or any monies to be paid under this Agreement without the prior written consent of any other party to the Settlement Agreement. CHH shall require as a condition of the sale to any third-party purchasing all or a portion of the CHH Parcel for value, on which no plat has been recorded in the land records of Walton County, that such third-party shall enter into a true-up agreement on the same terms and

conditions as this Agreement. The District shall also be required to enter into a true-up agreement on the same terms and conditions as this Agreement with any third-party purchasing all or a portion of the CHH Parcel for value on which no plat has been recorded in the land records of Walton County.

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

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

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

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

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

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

**15. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

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

\_\_\_\_\_

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

Chris B. Hemmings

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

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

WITNESSES:

\_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

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

WITNESSES:

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

\_\_\_\_\_

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

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

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

WITNESSES:

\_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

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

WITNESSES:

**NATUREWALK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_

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

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

Jonette Coram  
Chair, Board of Supervisors

WITNESSES:

\_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF WALTON

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

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



**EXHIBIT B**

**CHH PARCEL – AMORTIZATION SCHEDULE  
(PER UNIT)**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2026	260.89	5.500%	497.75	758.64	
11/01/2026			241.70	241.70	1,000.34
05/01/2027	531.56	5.500%	241.70	773.26	
11/01/2027			227.08	227.08	1,000.34
05/01/2028	561.62	5.500%	227.08	788.70	
11/01/2028			211.64	211.64	1,000.34
05/01/2029	593.39	5.500%	211.64	805.03	
11/01/2029			195.32	195.32	1,000.35
05/01/2030	626.95	5.500%	195.32	822.27	
11/01/2030			178.08	178.08	1,000.35
05/01/2031	662.40	5.500%	178.08	840.48	
11/01/2031			159.86	159.86	1,000.34
05/01/2032	699.86	5.500%	159.86	859.72	
11/01/2032			140.62	140.62	1,000.34
05/01/2033	739.45	5.500%	140.62	880.07	
11/01/2033			120.28	120.28	1,000.35
05/01/2034	781.27	5.500%	120.28	901.55	
11/01/2034			98.80	98.80	1,000.35
05/01/2035	825.45	5.500%	98.80	924.25	
11/01/2035			76.10	76.10	1,000.35
05/01/2036	872.13	5.500%	76.10	948.23	
11/01/2036			52.11	52.11	1,000.34
05/01/2037	921.46	5.500%	52.11	973.57	
11/01/2037			26.77	26.77	1,000.34
05/01/2038	973.57	5.500%	26.77	1,000.34	
11/01/2038					1,000.34
	9,050.00		3,954.47	13,004.47	13,004.47

**EXHIBIT C**

**FORM OF SPE QUITCLAIM DEED**

[ATTACHED]

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

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

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED made this \_\_\_ day of \_\_\_\_\_, 2023, by and between NEW NATUREWALK, LLC, a Florida limited liability company, whose mailing address is 5701 Yeats Manor Drive, Unit 401, Tampa, Florida 33616, hereinafter called the grantor, to CH HOLDINGS, INC., a Florida corporation, as to an undivided fifty percent (50%) interest, whose address is 1510 S. Clark Avenue, Tampa, Florida 33629, and TITAN ACQUISITIONS, LLC, a Florida limited liability company, as to an undivided fifty percent (50%) interest, whose address is 840 South Davis Boulevard, Tampa, Florida 33606, hereinafter collectively called the grantee:

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

**WITNESSETH:**

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

See attached **EXHIBIT A**

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

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

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

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



**EXHIBIT A**

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

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

(This space reserved for Clerk)

Warren S. Bloom, Esq.  
Greenberg Traurig, P.A.  
450 S. Orange Avenue, Suite 650  
Orlando, FL 32801

[Parcel Identification No. 11-3S-19-25010-000-00E0](#)

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

This Agreement is made and entered into as of this ~~30th~~<sup>1st</sup> day of ~~June~~<sup>July</sup> 2023 by and between:

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

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

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

**RECITALS**

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

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

**WHEREAS**, pursuant to the authority of the Act, the District issued its (i) Capital Improvement Revenue Bonds, Series 2007A (the "2007A Bonds") and (ii) Capital Improvement

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

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

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

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

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

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

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

**WHEREAS**, CHH and the District desire to enter into this Agreement to (i) confirm CHH's intentions and obligations to pay to the District at time of platting related to the 2007A Debt Assessments when due in the event the total number of units platted on the CHH Parcel is less than 20 at \$13,004.47 per unit (the "True-Up Payment") and (ii) confirm CHH's intentions and obligations to make a payment of \$30,000 per unit at the time of platting for each unit in excess of 20 units ("Additional Consideration").

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

contained within the Final Plat in the official records of Walton County, Florida ("Walton County"), until such time as the True-Up Payment or Additional Consideration has been paid, with such liens running with the land. The District will ensure collection of such amounts in a timely manner in order to meet its debt service obligations, and in all cases, CHH agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the District Bonds. The District shall record the True-Up Payment or Additional Consideration in its Improvement Lien Book. Upon payment of the Settlement Amount and any Additional Consideration or True-Up Payment, the District shall cause the lien release for the 2007B Bond regarding the 2007B Debt Assessments to be recorded in the official records of Walton County.

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

(iv) ~~Walton County Tax Collector~~The District will commence collection of 2007A Debt Assessments in connection with the CHH Parcel on beginning in fiscal year 2025-2026 (October 1, 2025 based on the number of actual platted units and O&M assessments assuming 20 units- September 30, 2026) in accordance with the Settlement Agreement.

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

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

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

If to District:

Naturewalk Community Development District  
Attention: District Manager/Kim O'Mera



<b>Summary report:</b>	
<b>Litera Compare for Word 11.3.1.3 Document comparison done on 7/17/2023 12:57:01 PM</b>	
<b>Style name:</b> GT-1 (Default)	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://dmsamericas.gtlaw.com/ACTIVE/686033250/7	
<b>Modified DMS:</b> iw://dmsamericas.gtlaw.com/ACTIVE/686033250/8	
<b>Changes:</b>	
<b>Add</b>	10
<b>Delete</b>	6
<del>Move From</del>	0
<del>Move To</del>	0
<b>Table Insert</b>	0
<b>Table Delete</b>	0
<del>Table moves to</del>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>16</b>

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

(This space reserved for Clerk)

Warren S. Bloom, Esq.  
Greenberg Traurig, P.A.  
450 S. Orange Avenue, Suite 650  
Orlando, FL 32801

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

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

This Agreement is made and entered into as of this 1st day of July 2023 by and between:

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

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

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

**RECITALS**

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

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

**WHEREAS**, pursuant to the authority of the Act, the District issued its (i) Capital Improvement Revenue Bonds, Series 2007A (the "2007A Bonds") and (ii) Capital Improvement Revenue Bonds, Series 2007B (the "2007B Bonds" and together with the 2007A Bonds, the

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

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

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

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

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

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

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

**WHEREAS**, CHH and the District desire to enter into this Agreement to (i) confirm CHH's intentions and obligations to pay to the District at time of platting related to the 2007A Debt Assessments when due in the event the total number of units platted on the CHH Parcel is less than 20 at \$13,004.47 per unit (the "True-Up Payment") and (ii) confirm CHH's intentions and obligations to make a payment of \$30,000 per unit at the time of platting for each unit in excess of 20 units ("Additional Consideration").

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

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

**2. VALIDITY OF ASSESSMENTS.** CHH agrees that the Debt Assessments imposed as a lien by the District against the CHH Parcel, are legal, valid and binding liens. CHH hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such 2007A Debt Assessments.

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

**4. SPECIAL ASSESSMENT REALLOCATION.**

A. Assumptions as to Debt Assessments. Pursuant to the terms of the Settlement Agreement the total amount of 2007A Debt Assessments anticipated to be ultimately assessed by the District against the CHH Parcel is stipulated to be \$240,000.00 (or approximately \$1,000.00 per unit per fiscal year with collection commencing fiscal year 2025-2026 (October 1, 2025 to September 30, 2026) and ending in fiscal year 2037-2038 (October 1, 2037 to September 30, 2038) assuming the total number of units platted equals 20, such number of units being subject to adjustment as provided herein and in the Settlement Agreement.

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

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

(ii) When the proposed final plat is prepared for the CHH Parcel constituting any proposed plat submitted to the District that the District reasonably determines would render the CHH Parcel fully platted or any remaining un-platted portion of the CHH Parcel undevelopable (the "Final Plat") and presented to the District for review, approval and reallocation of the 2007A Debt Assessments, if the total amount of units to be platted is (a) less than 20 units then a True-Up Payment in the amount of \$13,004.47 per unit for each unit below 20 units will be due and payable by the party recording the Final Plat and (b) more than 20 units then Additional Consideration in the amount of \$30,000 per unit for each unit in excess of 20 units will be due and payable by CHH.

The parties agree that any True-Up Payment or Additional Consideration will be paid within fifteen (15) business days of recording the final plat.

If the True-Up Payment or Additional Consideration is not timely paid, the District, after thirty (30) days' notice to CHH that the True-Up Payment or Additional Consideration is due, may record a Notice of Lien of Unpaid Assessments over the lands contained within the Final Plat in the official records of Walton County, Florida ("Walton County"), until such time as the True-Up Payment or Additional Consideration has been paid, with such liens running with the land. The District will ensure collection of such amounts in a timely

manner in order to meet its debt service obligations, and in all cases, CHH agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the District Bonds. The District shall record the True-Up Payment or Additional Consideration in its Improvement Lien Book. Upon payment of the Settlement Amount and any Additional Consideration or True-Up Payment, the District shall cause the lien release for the 2007B Bond regarding the 2007B Debt Assessments to be recorded in the official records of Walton County.

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

(iv) The District will commence collection of 2007A Debt Assessments in connection with the CHH Parcel beginning in fiscal year 2025-2026 (October 1, 2025 - September 30, 2026) in accordance with the Settlement Agreement.

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

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

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

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

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

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

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

If to TITAN: Titan Acquisitions, LLC  
Attention: Chris B. Hemmings  
1510 S. Clark Avenue  
Tampa, Florida 33629  
Email: anchortitletampa@gmail.com

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

Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

**8. ASSIGNMENT AND TRANSFERS.** This Agreement shall run with the land. CHH may assign or sell their rights, duties or obligations under this Agreement or any monies to be paid under this Agreement without the prior written consent of any other party to the Settlement Agreement. CHH shall require as a condition of the sale to any third-party purchasing all or a portion of the CHH Parcel for value, on which no plat has been recorded in the land records of Walton County, that such third-party shall enter into a true-up agreement on the same terms and

conditions as this Agreement. The District shall also be required to enter into a true-up agreement on the same terms and conditions as this Agreement with any third-party purchasing all or a portion of the CHH Parcel for value on which no plat has been recorded in the land records of Walton County.

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

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

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

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

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

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

**15. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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

WITNESSES:

CH HOLDINGS, INC., a Florida corporation

Luiz Llano

Luiz Llano  
(Print Name of Witness)

By:

Chris B. Hemmings

As its President

WITNESSES:

Angel Virelles

Angel Virelles  
(Print Name of Witness)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30<sup>th</sup> day of June 2023, by Chris B. Hemmings as President of CH Holdings, Inc., a Florida corporation, on its behalf. He/She  is personally known to me or  has produced FL DL as identification.

Luiz Llano  
NOTARY PUBLIC



WITNESSES:

Luz Llano  
Luz Llano  
(Print Name of Witness)

TITAN ACQUISITIONS, LLC, a Florida limited liability company

By: Nick Given  
As its Managing Member

WITNESSES:

Angel Virelles  
Angel Virelles  
(Print Name of Witness)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30<sup>th</sup> day of June 2023, by Nick Given as MBR of Titan Acquisitions, LLC, a Florida limited liability company, on its behalf. He/She  is personally known to me or  has produced FL DL as identification.

Luz Llano  
NOTARY PUBLIC



WITNESSES:

**NATUREWALK COMMUNITY  
DEVELOPMENT DISTRICT**

Marquette Gathers

*MG*

(Print Name of Witness)

By: *Jonette Coram*

Jonette Coram  
Chair, Board of Supervisors

WITNESSES:

*Chrisha Martin*

CHRISHA MARTIN

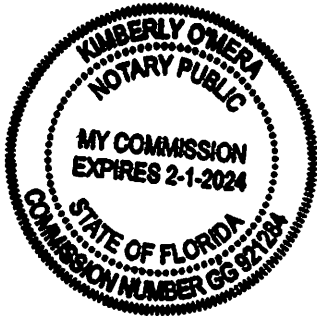
(Print Name of Witness)

STATE OF FLORIDA

COUNTY OF WALTON

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29<sup>th</sup> day of May 2023, by Jonette Coram as Chair of the Board of Supervisors of the Naturewalk Community Development District. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

*Kimberly O'Mera*  
NOTARY PUBLIC



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

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

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED made this 12th day of July, 2023, by and between NEW NATUREWALK, LLC, a Florida limited liability company, whose mailing address is 5701 Yeats Manor Drive, Unit 401, Tampa, Florida 33616, hereinafter called the grantor, to CH HOLDINGS, INC., a Florida corporation, as to an undivided fifty percent (50%) interest, whose address is 1510 S. Clark Avenue, Tampa, Florida 33629, and TITAN ACQUISITIONS, LLC, a Florida limited liability company, as to an undivided fifty percent (50%) interest, whose address is 840 South Davis Boulevard, Tampa, Florida 33606, hereinafter collectively called the grantee:

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

**WITNESSETH:**

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

See attached **EXHIBIT A**

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

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

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

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

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

GRANTOR:

Signed, sealed and delivered in the presence of:

NEW NATUREWALK, LLC, a Florida limited liability company

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

Johanne M. Picken  
Print: Johanne M. Picken  
YANA HUBER  
Print: YANA HUBER

By: [Signature]  
Print: Harry Lerner  
Its: President

STATE OF ~~FLORIDA~~ Colorado }  
Summit } SS  
COUNTY OF ~~HILLSBOROUGH~~ }

The foregoing Quit Claim Deed was acknowledged before me by means of  physical presence or  online notarization this 5<sup>th</sup> day of July, 2023, by Harry Lerner as President of Lerner Real Estate Advisors, Inc., a Florida corporation, as sole member of NEW NATUREWALK, LLC, a Florida limited liability company, on behalf of the company.

[Signature]  
(Print Name Ryan Lundquist)  
NOTARY PUBLIC  
State of CO  
Commission # 20214034397  
My Commission Expires: Aug. 30, 2025  
 Personally Known or  Produced I.D.  
[check one of the above]  
Type of Identification Produced FL D.L.

RYAN ALLEN LUNDQUIST  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20214034397  
MY COMMISSION EXPIRES AUGUST 30, 2025

Sent from my iPhone

**EXHIBIT A**

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

## **Tab 7**

## **District Landscaping Removal and Replacement Policy**

**SECTION 1.** The District Landscaping Removal and Replacement Policy is hereby adopted pursuant to this resolution and shall remain in full force and effect until such time as the Board of Supervisors may amend these Standards in accordance with Chapter 190, Florida Statutes.

**SECTION 2.** The following policies govern the removal and replacement of landscaping on District-owned Property:

- a. In keeping with the District's aesthetic values and in the interest of preserving the natural setting throughout the neighborhood, any tree, shrub, bush, or other vegetation having a trunk diameter of four (4) inches or more at any point above ground level that is removed shall be promptly replaced with a similar tree, shrub, bush, or vegetation.
- b. Where it is impractical to replace landscaping with that of similar maturity, a replacement with the projected growth to a similar size within approximately five (5) years shall be acceptable.
- c. Furthermore, any oak tree having a trunk diameter of less than four (4) inches that must be removed for any reason, must be promptly replaced with that of similar size and species.

**SECTION 3.** If any provision or part of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.



## **Tab 8**

**RESOLUTION 2023-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED AND UPDATED POLICIES RELATING TO ENCROACHMENTS ON DISTRICT-OWNED PROPERTY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the District owns and operates various public infrastructure and improvements within its boundaries, including roadways and other improvements within right-of-ways and on property owned by the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District’s Board of Supervisors (“Board”) to adopt resolutions as may be necessary for the conduct of district business; and

**WHEREAS**, the District previously adopted policies through Resolution 2012-10 and 2022-12 addressing various issues related to encroachments on to District-owned property; and

**WHEREAS**, the District desires to adopt a further *Existing Improvement Encroachment Policy* (“Policy”) to address various improvements have been constructed by private property owners encroaching on District-owned property (e.g., pavers, fences, landscaping, etc.) 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”) and to consolidate and combine such Policy with prior policies adopted through Resolution 2012-10 and 2022-12 (the “Combined Policy”); and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Combined Policy for immediate use and application.

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

**SECTION 1.** The District hereby adopts the Combined Policy, attached hereto as **Attachment A**. The Combined Policy as adopted in Attachment A supersedes any previously adopted policies relating to the same subject matter effective as of the date of adoption of this Resolution.

**SECTION 2.** If any provision of this Resolution or the Combined Policy is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 3rd day of August, 2023.

**ATTEST:**

**NATUREWALK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

## 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.

**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.

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

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

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 determine 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)

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.

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.

**ARTICLE 7. INSURANCE.** The Property Owner shall insure that during the construction and maintenance of the Improvements, all contractors and/or subcontractors, at their sole cost and expense, shall obtain and keep in full force and effect, a comprehensive, general liability insurance policy insuring 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: \_\_\_\_\_

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

\_\_\_\_\_  
Printed 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 \_\_\_\_\_

## **Tab 9**



Rizzetta & Company

# **NatureWalk Community Development District**

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

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

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

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

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

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

	Chart of Accounts Classification	Actual YTD through 06/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	<b>REVENUES</b>							
3								
4	Special Assessments							
5	Tax Roll	\$ 761,891	\$ 836,814	\$ 836,814	\$ -	\$ 836,814	\$ -	
6								
7	<b>TOTAL REVENUES</b>	<b>\$ 761,891</b>	<b>\$ 836,814</b>	<b>\$ 836,814</b>	<b>\$ -</b>	<b>\$ 836,814</b>	<b>\$ -</b>	
8								
9	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10								
11	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 761,891</b>	<b>\$ 836,814</b>	<b>\$ 836,814</b>	<b>\$ -</b>	<b>\$ 836,814</b>	<b>\$ -</b>	
12								
13	<b>EXPENDITURES - ADMINISTRATIVE</b>							
14								
15	Legislative							
16	Supervisor Fees	\$ 7,000	\$ 12,000	\$ 12,000	\$ -	\$ 12,000	\$ -	Maintained at same rate.
17	Financial & Administrative							
18	Room Rentals	\$ 375	\$ 450	\$ 1,000	\$ 550	\$ 1,000	\$ -	
19	Administrative Services	\$ 6,750	\$ 9,000	\$ 9,000	\$ -	\$ 9,360	\$ 360	
20	District Management	\$ 17,803	\$ 23,738	\$ 23,738	\$ -	\$ 27,300	\$ 3,562	
21	District Engineer	\$ 6,000	\$ 28,800	\$ 35,000	\$ 6,200	\$ 30,000	\$ (5,000)	
22	Disclosure Report	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
23	Trustees Fees	\$ -	\$ 7,000	\$ 7,000	\$ -	\$ 7,000	\$ -	Maintained at same rate.
24	Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,200	\$ 200	
25	Financial & Revenue Collections	\$ 2,808	\$ 3,744	\$ 3,744	\$ -	\$ 3,894	\$ 150	
26	Accounting Services	\$ 12,000	\$ 16,000	\$ 16,000	\$ -	\$ 16,640	\$ 640	
27	Auditing Services	\$ -	\$ 3,100	\$ 3,100	\$ -	\$ 3,700	\$ 600	
28	Miscellaneous Administrative Fees	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	
29	Arbitrage Rebate Calculation	\$ 450	\$ 450	\$ 450	\$ -	\$ 450	\$ -	Per agreement. Amtec \$450 annually 21,22,23,24,&25
30	Public Officials Liability Insurance	\$ 2,344	\$ 2,796	\$ 3,050	\$ 254	\$ 3,050	\$ -	Placeholder, monitor projections for FY23-24 prior to final.
31	Supervisor Workers Comp Insurance	\$ 850	\$ 850	\$ 840	\$ (10)	\$ 850	\$ 10	Placeholder, monitor projections for FY23-24 prior to final.
32	Legal Advertising	\$ 1,126	\$ 2,890	\$ 3,500	\$ 610	\$ 3,500	\$ -	Maintained at the same rate.
33	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	Payable to State annually.
34	Website Hosting, Maintenance, Backup & Email	\$ 4,275	\$ 5,700	\$ 5,700	\$ -	\$ 6,000	\$ 300	
35	Legal Counsel							
36	District Counsel	\$ 26,832	\$ 35,776	\$ 40,000	\$ 4,224	\$ 40,000	\$ -	Maintained at same rate.
37	Special Legal Services							
38	Litigation / Mediation	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	Placeholder for potential minimal litigation costs.
39								
40	<b>Administrative Subtotal</b>	<b>\$ 98,788</b>	<b>\$ 162,469</b>	<b>\$ 179,297</b>	<b>\$ 16,828</b>	<b>\$ 185,119</b>	<b>\$ 5,822</b>	
41								
42	<b>EXPENDITURES - FIELD OPERATIONS</b>							
43								
44	Electric Utility Services							
45	Utility - Electricity	\$ 13,307	\$ 17,743	\$ 21,600	\$ 3,857	\$ 21,600	\$ -	Maintained at same rate, monitor prior to final.







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

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

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

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

**Notes:**

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

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

**NATURE WALK COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
<b>Bond Series 2007A Debt Service - Single Family 35'</b>				
Operations/Maintenance - Single Family 35'	\$1,138.28	\$1,138.28	\$0.00	0.00%
<b>Total</b>	<b>\$2,939.94</b>	<b>\$2,939.94</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Bond Series 2007A Debt Service - Single Family 45'</b>				
Operations/Maintenance - Single Family 45'	\$1,463.51	\$1,463.51	\$0.00	0.00%
<b>Total</b>	<b>\$3,787.65</b>	<b>\$3,787.65</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Bond Series 2007A Debt Service - Office Building <sup>(1)</sup></b>				
Operations/Maintenance - Office Building	\$0.00	\$0.00	\$0.00	0.00%
<b>Total</b>	<b>\$6,612.10</b>	<b>\$6,612.10</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Bond Series 2007A Debt Service - Multifamily</b>				
Operations/Maintenance - Multifamily	\$978.92	\$978.92	\$0.00	0.00%
<b>Total</b>	<b>\$2,528.35</b>	<b>\$2,528.35</b>	<b>\$0.00</b>	<b>0.00%</b>

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

**NATURE WALK COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

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

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

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

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

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

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

### REVENUES:

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

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

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

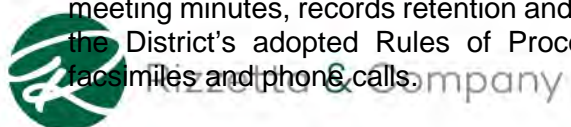
**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

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### EXPENDITURES – ADMINISTRATIVE:

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

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



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

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

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

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

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

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

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

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

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

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

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



Rizzetta & Company

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

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

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

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

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

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

## EXPENDITURES - FIELD OPERATIONS:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



## RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

### REVENUES:

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

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

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

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

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### EXPENDITURES:

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

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



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## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

### REVENUES:

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

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### EXPENDITURES – ADMINISTRATIVE:

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

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

**Equivalent Assessment Unit (EAU:** Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District's public infrastructure improvements and maintenance on a particular land use, relative to other land uses.



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## **Tab 10**

## RESOLUTION 2023-07

### THE ANNUAL APPROPRIATION RESOLUTION OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the NatureWalk Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the NatureWalk Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
TOTAL DEBT SERVICE FUND(S)	\$_____
TOTAL ALL FUNDS	\$_____

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000

or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 3rd day of August, 2023.**

ATTEST:

**NATUREWALK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_

Secretary/Assistant Secretary

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

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

## **Tab 11**

**RESOLUTION 2023-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District is located in Walton County, Florida ("**County**"); and

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

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

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

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

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

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

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

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

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the NatureWalk Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

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

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

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

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

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits “A” and “B.”** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified to the County Tax Collector and shall be collected by the County



Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

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

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

**PASSED AND ADOPTED** this 3rd day of August 2023.

ATTEST:

**NATUREWALK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll

**Exhibit A**  
Budget

**Exhibit B**

Assessment Roll can be requested via mail at the District Managers office located at 3434 Colwell Ave, Suite 200, Tampa, FL 33614

## **Tab 12**

**RESOLUTION 2023-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt annual meeting schedule for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024 (“Fiscal Year 2023-2024”), attached as **Exhibit A**.

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

**SECTION 1.** The Fiscal Year 2023-2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 3rd day of August 2023.

ATTEST:

**NATUREWALK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A**

**BOARD OF SUPERVISORS MEETING DATES  
NATUREWALK COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023-2024**

The Board of Supervisors of the NatureWalk Community Development District will hold their regular meetings for Fiscal Year 2023-2024 at the Walton County Coastal Branch Library located at 437 Greenway Trail, Santa Rosa Beach, Florida 32459 unless otherwise indicated as follows:

October 5, 2023	12:00 PM
November 2, 2023	12:00 PM
December 7, 2023	12:00 PM
January 4, 2024	12:00 PM
February 1, 2024	12:00 PM
March 7, 2024	12:00 PM
April 4, 2024	12:00 PM
May 2, 2024	12:00 PM
June 6, 2024	12:00 PM
July 11, 2024	12:00 PM
August 1, 2024	12:00 PM
September 5, 2024	12:00 PM

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained by mail from Rizzetta & Company, Inc., 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 or by calling (850) 334-9055 ("District Office").

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (850) 334-9055 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

*Kim O'Mera*  
District Manager