



Rizzetta & Company

NatureWalk Community Development District

**Board of Supervisors' Meeting
December 7, 2023**

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

www.naturewalkcdd.org

NATUREWALK

COMMUNITY DEVELOPMENT DISTRICT AGENDA

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

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

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

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

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

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

November 30, 2023

Board of Supervisors
**NatureWalk Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on **Thursday, December 7, 2023, at 12:00 p.m. (Central Time)** at the Walton Area Chamber of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, FL 32459. The following is the agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors Meeting held on November 9, 2023 Tab 1
 - B. Ratification of the Operations and Maintenance Expenditures for the Month of October 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/Consideration of an Addendum to the GreenEarth Landscaping Agreement for Additional Services Funded in FY23/24 Budget
 - B. Discussion on Amending the Fiscal Year 2023-2024 Budget Amendment Tab 4
 - C. Consideration of Speed Bump Installation and Removal Proposal *(Under Separate Cover)*
 - D. Continued Discussion/Consideration of Roadway Repairs Tab 5
 - E. Ratification of Agreement for District Sidewalk Repairs - Alpha Foundations Tab 6
 - F. Discussion on District Policy Regarding Homeowners Addressing Trip Hazards on Sidewalks that Abut the Front of Their Lots Tab 7
 - G. Discussion on Timing of Pond #14 Bulkhead Repair/Replacement
 - H. Consideration/Ratification of Items Related to Bridge Maintenance..... Tab 8
 1. Revisit Wear Deck Project
 2. Pedestrian Walkway Project

- I. Consideration of Stormwater Pond Maintenance Agreement
Renewal – Lake Doctors Tab 9
 - J. Consideration of Permanent HOA Holiday Lighting on Bridge 1
 - K. Consideration of Resolution 2024-01 – Amending
Resolution 2023-08 Imposing Special Assessments for FY 2023-2024.... Tab 10
 - L. Consideration of Resolution 2024-02 – Designating an Assistant
Secretary of the District..... Tab 11
 - M. Consideration of Resolution 2024-03 – Adopting District Policy
Concerning Landscape Removal and Replacement Tab 12
 - N. Consideration/Discussion of HOA Response to Communication
Related to CCR Enforcement
- 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,

Ken Rice

Ken Rice
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 regular meeting of the Board of Supervisors of the NatureWalk Community Development District was held on **Thursday, November 9, 2023, at 12:00 p.m.** at Walton Area Chamber of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, FL 32459.

Present and constituting a quorum:

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

Also present were:

Ken Rice	District Manager, Rizzetta & Company, Inc.
Kimberly O'Mera	District Manager, Rizzetta & Company, Inc. <i>(Via Speakerphone)</i>
Joseph Brown	District Counsel, Kutak Rock <i>(Via Speakerphone)</i>
Jim Martelli	District Engineer, Innerlight Engineering <i>(Via Speakerphone)</i>

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 12:00 p.m.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience members present.

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THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Regular Board of Supervisor Meeting
held on October 5, 2023**

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board approved the Minutes of the regular Meeting held on October 5, 2023, for NatureWalk Community Development District.

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FOURTH ORDER OF BUSINESS

**Ratification of the Operations and
Maintenance Expenditures for the
Months of October – November 2022
and September 2023**

On a motion by Ms. Head, seconded by Ms. Coram, with all in favor, the Board ratified the Operations and Maintenance Expenditures for the month of October 2022 in the amount of \$38, 199.27, November 2022 in the amount of \$52, 199.46 and September 2023 in the amount of \$51,559.91, for NatureWalk Community Development District.

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FIFTH ORDER OF BUSINESS

Staff Reports

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A. District Landscape Provider

GreenEarth is not present. Ms. Coram asked the Board to provide any feedback or concerns to be shared with them. Mr. Egizii asked if there was going to be communications to owners to clarify the District is remaining with GreenEarth and not Brightview. Ms. Coram mentioned that the Pine Straw installation is coming up.

B. District Counsel

Counsel gave a brief overview of Quiet Title Action and shared ideas on how to address the litigation without the Districts involvement.

Ms. Coram mentioned that Tract E was back on the market.

C. District Engineer

Mr. Martelli gave a brief overview of the scope of work drawing that was put out to contractors. One proposal was received in the amount of \$180,864 that will cover both alleys, demolition, and replacement of existing concrete with Permeable Concrete in the alleys.

Ms. Coram asked if they could refocus the scope of work to address sections rather than the entire roadways within the current budget. The board held discussions on funding, budget, and timing.

84 **D. District Manager**

85 Ms. O'Mera provided a brief managers report on FY22 Audit, Sunshine Requests, Fiscal
86 Year closing Admin Items, and Audit RFP and asked the Board if they had any questions.

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88 **SIXTH ORDER OF BUSINESS** **Presentation of Year-End Audited**
89 **Financials for FY2022**
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On a motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board accepted the Year-End Audited Financials for FY2022, for NatureWalk Community Development District.

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93 **SEVENTH ORDER OF BUSINESS** **Discussion on Amending the Fiscal Year**
94 **2023 – 2024 Budget**
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96 Ms. O'Mera provided a summary of the processes being performed to prepare a
97 proposed amendment. General Discussion took place concerning District finances.
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99 **EIGHTH ORDER OF BUSINESS** **Discussion/Consideration Regarding**
100 **Traffic Control Business**
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102 **1. District Engineer Update: Requests to Walton County Public Works**

103 **i. 25 MPH Speed Limit Sign on CR395**

104 Mr. Martelli provided a summary of the request/response. He mentioned lowering
105 speeds doesn't necessarily result in lower speeds. Mr. Martelli suggested dynamic
106 display signage for consideration, which seems to be more effective. Mr. Martelli
107 reiterated that citizens can plead their case with the Board of County Commissioners
108 for consideration. The Board held discussions on speeding issues and data from HOA
109 speed sign.

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111 **ii. Installing a Speed Bump at Bridge 1**

112 Mr. Martelli explained that he discussed with County they have no jurisdiction over the
113 private streets. Sammy Sanchez the Fire Marshall with South Walton Fire District
114 discouraged speed bumps for life safety ingress/egress but recommended an
115 alternative solution. Mr. Martelli did preliminary research but didn't find anything
116 concrete to estimate the cost. Following general discussion, the Board asked Mr.
117 Martelli to solicit proposals to install two (2) speed bumps at each bridge and remove
118 the existing speed bump in front of the Sales office.
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iii. Homeowner Request for Additional Speed Bump

No action taken, primary focus on slowing down traffic to protect the bridge.

On a motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board agreed to table this motion until the next meeting, for NatureWalk Community Development District.

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NINTH ORDER OF BUSINESS

**Discussion/Consideration of
Sidewalk Related Business**

1. Draft Agreement with HOA

Mr. Brown provided a summary of the draft agreement. Ms. Coram summarized discussions with the HOA.

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board approved the draft agreement with the HOA in substantial form, for NatureWalk Community Development District.

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2. District Sidewalk Repairs

On a motion by Mr. Egizii, seconded by Ms. Coram, with all in favor, the Board ratified Option 1 Not-to-exceed the amount of \$14,000 in Sidewalk Repairs, for NatureWalk Community Development District.

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TENTH ORDER OF BUSINESS

**Consideration of Proposals for
Replacement Cost Value Appraisal
or District Bridge**

Mr. Rice presented and gave a brief overview to the Board. He mentioned that he requested proposals from seven (7) firms, requesting their scope of work and size restrictions.

On a motion by Ms. Head, seconded by Ms. Coram, with all in favor, the Board approved the Sedwick Proposal in the amount of \$1,500, for NatureWalk Community Development District.

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ELEVENTH ORDER OF BUSINESS

**Discussion/Consideration of FY
23-24 Bridge Maintenance Project**

Ms. Coram will be meeting with NatureBridges next week Monday, November 13, 2023. The Board held a discussion on Bridge Maintenance for FY 23-24.

On a motion by Mr. Grubbs, seconded by Mr. Egizii, with all in favor, the Board authorized the Chairman to negotiate a Bridge Maintenance scope of work and contract with NatureBridges, setting a Not-to-Exceed amount of \$95,000, for NatureWalk Community Development District.

TWELFTH ORDER OF BUSINESS

**Discussion/Consideration of Matters
Related to Encroachments/Alterations**

**1. Communication to HOA Regarding CCR Enforcement Related to Encroachments
On District Property.**

General discussion only ensued amongst the Board.

**2. Review of HOA ARC Approvals for Improvements Adjacent to or on District
Property.**

Ms. O'Mera gave a brief overview of the ARC Applications for 64 Prairie Pass requesting to add a fence to the backside of their lot, and 838 Sandgrass Blvd requesting paver installation. These ARC Applications were approved by the HOA and will need Ms. Coram to walk the property site with a director from the HOA to ensure there is no encroachment on District property. Ms. O'Mera asked the Board if they had any questions, and they did not.

**3. Update on Sandgrass Encroachment Report Concerning Improvements Adjacent
to District Property.**

Mr. Martelli performed a site visit; he mentioned there is no clear or present access. He stated he would need to go through the wetlands with survey equipment to get an accurate location of the backside of the property lines, common areas, and pond maintenance of the CDD. Mr. Grubbs suggested a neighbor's ability to give access to the site.

On a motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board Approved to Access the line of site with Survey Equipment Not-to-Exceed the amount of \$1,500, for NatureWalk Community Development District.

193 **THIRTEENTH ORDER OF BUSINESS**

**Continued Discussion/Consideration of
District Landscape Removal and
Replacement Policy**

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Mr. Lee gave a brief overview of the District Landscape Removal and Replacement Policy and asked the Board if they had any questions.

On a motion by Mr. Egizii, seconded by Ms. Coram, with all in favor, the Board accepted the District Landscape Removal and Replacement Policy and will bring forth a Resolution to Adopt this Policy at the December 7, 2023, Meeting, for NatureWalk Community Development District.

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FOURTEENTH ORDER OF BUSINESS

**Update Discussion/Consideration of
Streetlight Outages CertaPro
Resolution**

Ms. O'Mera gave a brief overview. CertaPro accepted costs, and the short payment was addressed. Ms. Coram gave an update regarding the outages she stated they were addressed and replaced.

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board ratified the Streetlight Outage CertaPro Resolution, for NatureWalk Community Development District.

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FIFTEENTH ORDER OF BUSINESS

**Ratification of Work Authorization #5
for Bridge Board Repairs Virgin
Brothers**

On a motion by Ms. Head, seconded by Mr. Egizii, with all in favor, the Board ratified Work Authorization #5 for Bridge Board Repairs with Virgin Brothers in the amount of \$13,000, for NatureWalk Community Development District.

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SIXTEENTH ORDER OF BUSINESS

**Consideration of Future HOA Holiday
Lighting Installation**

Tabled until the HOA approves their next vendor contract.

272 **EIGHTEENTH ORDER OF BUSINESS** **Adjournment**
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On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board Adjourned the Meeting at 2:25 P.M., for NatureWalk Community Development District.

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276 _____ _____
277 Secretary/Assistant Secretary Chairman/ Vice Chairman
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Tab 2

NatureWalk Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

WWW.NATUREWALKCDD.ORG

Operations and Maintenance Expenditures October 2023 For Board Approval

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

The total items being presented: **\$88,454.14**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CHELCO	100252	Monthly Summary 09/23	Electric Services 09/23	\$ 1,637.70
Danell Head	100259	DH100523	Board of Supervisors Meeting 10/05/23	\$ 200.00
Flock Group, Inc.	100253	INV-22228	Flock Safety Falcon 09/23	\$ 2,500.00
GreenEarth Southeast, LLC	100254	72626	Chordgrass Enhancement 09/23	\$ 706.89
GreenEarth Southeast, LLC	100254	73108	Landscape Maintenance 10/23	\$ 9,907.00
GreenEarth Southeast, LLC	100258	72667	Irrigation Repairs 09/23	\$ 245.72
GreenEarth Southeast, LLC	100260	73560	Irrigation Repairs 10/23	\$ 150.92
GreenEarth Southeast, LLC	100265	70418	Replace Turf 08/23	\$ 21,500.00
Innerlight Engineering Corporation	100255	8093	Engineering Services 09/23	\$ 9,850.00
Innerlight Engineering Corporation	100255	8094	Engineering Services 07/23 - 09/23	\$ 2,750.00
IPFS Corporation	100267	GAA-D39618 Payment One 11/23	GAA-D39618 Payment One 11/23	\$ 5,694.87
Jonette Anne Coram	100261	JC100523	Board of Supervisors Meeting 10/05/23	\$ 200.00
Kutak Rock, LLP	100256	3282090	Legal Services 08/23	\$ 3,605.00

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100249	INV0000084136	District Management Fees 10/23	\$ 4,966.17
Rizzetta & Company, Inc.	100250	INV0000084038	Assessment Roll 10/23	\$ 5,200.00
RJ Gorman Marine Construction, LLC	100262	9577	Demo & Redeck Seawall Cap 10/23	\$ 8,932.97
Skylar P Lee	100263	SL100523	Board of Supervisors Meeting 10/05/23	\$ 200.00
The Ledger / News Chief/ CA Florida Holdings, LLC	100266	0005909255	Account #536208 Legal Advertising 09/23	\$ 156.90
VGlobal Tech	100257	5507	ADA Website Maintenance 10/23	\$ 300.00
Virgin Brothers LLC	100264	218868	Completion of 100 Boards on Bridge 10/23	\$ 3,250.00
Virgin Brothers LLC	100264	101223 Virgin Brothers LLC 218869	50% Deposit- Bridge Repairs on WA#35 Bridge 10/23	<u>\$ 6,500.00</u>
Report Total				<u>\$ 88,454.14</u>

Tab 3



November Completed Services

Nature Walk CDD

Chemical:

- Monitoring the health of the turf on a weekly basis. Fungicide treatments were done in October.
- Turf and bed weed control.

General Maintenance: Bi – Weekly Service Starts

Mowing will start slowing down and not have to be done every service. This is weather dependent.

- Nov 6th
- Nov 20th

Nature Walk Trail Maintenance

- Nov 20th

3 Focal Ponds

- This did not get complete due to schedule conflicts and rain. It is scheduled to be done Dec 4th.

Irrigation Audit

- Nov 22nd

Palmetto Pruning –

Only areas left are a few from 456 – 701 Sandgrass. This will get completed in Dec.

Please note an extra crew will be doing the trimming of the palmettos.

- Palmettos along sidewalks in phase 1,2 and 3 were thinned out and cut away from roads and sidewalks.
- Palmettos on Sandgrass were cleaned up and not thinned out.



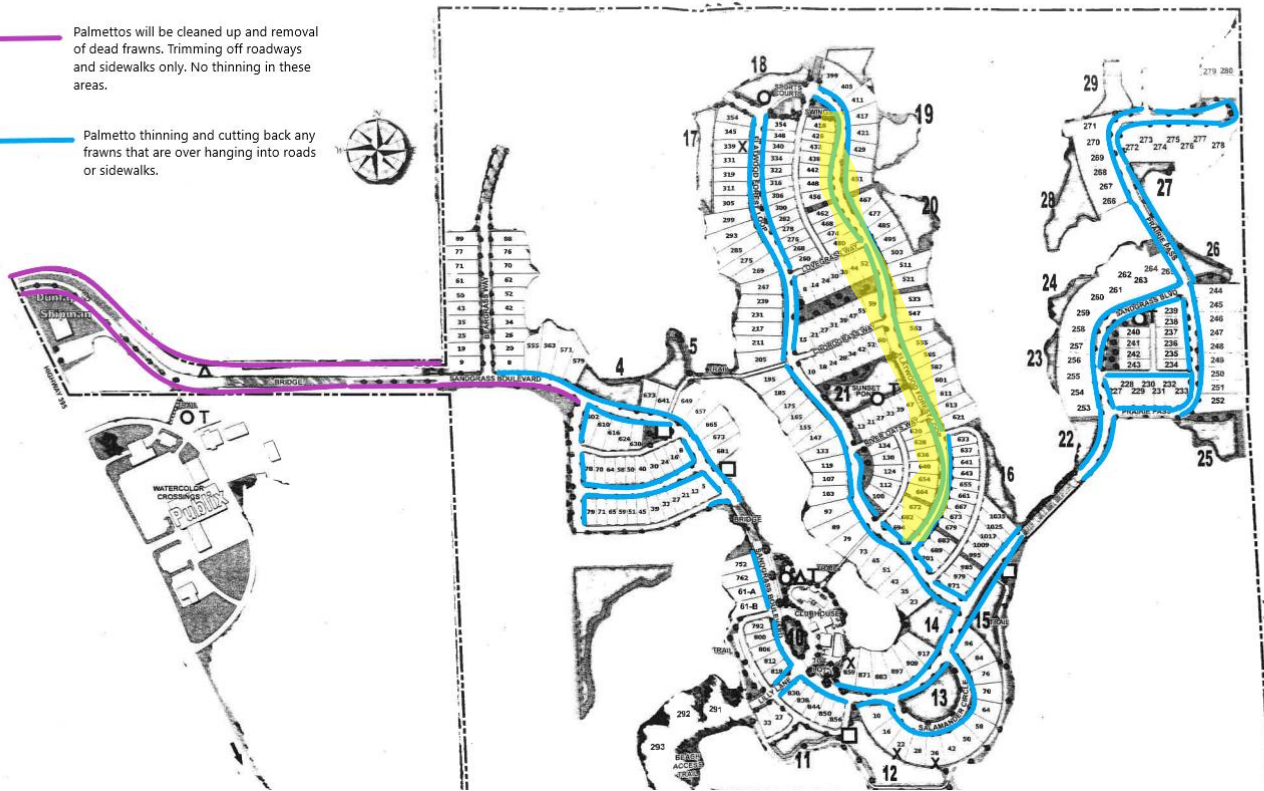
Green Earth



Palmetto Pruning Map

Palmettos will be cleaned up and removal of dead frawns. Trimming off roadways and sidewalks only. No thinning in these areas.

Palmetto thinning and cutting back any frawns that are over hanging into roads or sidewalks.





December Anticipated Services

Nature Walk CDD

Chemical:

- Monitoring the health of the turf on a weekly basis. Fungicide treatments were done in October.
- Turf and bed weed control.

General Maintenance: Bi – Weekly Service Starts

- Dec 4th
- Dec 18th

Nature Walk Trail Maintenance

- Dec 18th

3 Focal Ponds

- Dec 4th
- Dec 31st

Irrigation Audit

- No audits for the month of December

Other Items

- Lower shrubs at all intersections of stop signs/3 way.
- Review cutting muhly's back. If they do get cut back it won't be until after they have fully bloomed.
- Cut the remaining palmettos from 456 to 701 Sandgrass.
- Two dead limbs to be cut at Sunset Pond.
- Quote to replace dead yaupons before bridge 1.



Tab 4

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

Chart of Accounts Classification	Actual YTD through 09/30/23	Annual Budget for 2022/2023	Budget variance for 2022/2023	Budget for 2023/2024	FY 2022/2023 Expenses Paid in FY 2023/2024	Proposed Amended 2023/2024 Budget	Budget Increase (Decrease) vs Adopted 2023/2024 Budget	Comments
REVENUES								
Special Assessments								
Tax Roll	\$ 761,891	\$ 836,814	\$ (74,923)	\$ 836,814	\$ -	\$ 836,814	\$ -	
Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,200	\$ 115,200	\$195,243 Surplus - \$74,923.09 AR FY23 Tax Roll
TOTAL REVENUES AND BALANCE FORWARD	\$ 761,891	\$ 836,814	\$ (74,923)	\$ 836,814	\$ -	\$ 952,014	\$ 115,200	
EXPENDITURES - ADMINISTRATIVE								
Legislative								
Supervisor Fees	\$ 9,400	\$ 12,000	\$ (2,600)	\$ 12,000	\$ -	\$ 12,000	\$ -	No changes.
Financial & Administrative								
Accounting Services	\$ 16,000	\$ 16,000	\$ -	\$ 16,640	\$ -	\$ 16,640	\$ -	No changes.
Administrative Services	\$ 9,000	\$ 9,000	\$ -	\$ 9,360	\$ -	\$ 9,360	\$ -	No changes.
Arbitrage Rebate Calculation	\$ 450	\$ 450	\$ -	\$ 450	\$ -	\$ 450	\$ -	No changes.
Assessment Roll	\$ 5,000	\$ 5,000	\$ -	\$ 5,200	\$ -	\$ 5,200	\$ -	No changes.
Auditing Services	\$ -	\$ 3,100	\$ (3,100)	\$ 3,700	\$ 3,100	\$ 6,800	\$ 3,100	Includes FY22 Audit paid in FY24
Disclosure Report	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	No changes.
District Engineer	\$ 28,380	\$ 35,000	\$ (6,620)	\$ 30,000	\$ -	\$ 30,000	\$ -	No changes.
District Management	\$ 23,738	\$ 23,738	\$ -	\$ 27,300	\$ -	\$ 27,300	\$ -	No changes.
Dues, Licenses & Fees	\$ 175	\$ 175	\$ -	\$ 175	\$ -	\$ 175	\$ -	No changes.
Financial & Revenue Collections	\$ 3,744	\$ 3,744	\$ -	\$ 3,894	\$ -	\$ 3,894	\$ -	No changes.
Legal Advertising	\$ 3,486	\$ 3,500	\$ (14)	\$ 3,500	\$ -	\$ 3,500	\$ -	No changes.
Miscellaneous Administrative Fees	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	No changes.
Public Officials Liability Insurance	\$ 2,805	\$ 3,050	\$ (245)	\$ 3,050	\$ -	\$ 2,830	\$ (220)	Based on actuals at renewal, with repective portion of associated finance charges
Room Rentals	\$ 500	\$ 1,000	\$ (500)	\$ 1,000	\$ -	\$ 1,500	\$ 500	each.
Supervisor Workers Comp Insurance	\$ 850	\$ 840	\$ 10	\$ 850	\$ -	\$ 850	\$ -	No changes, consistent with actuals at renewal.
Trustees Fees	\$ -	\$ 7,000	\$ (7,000)	\$ 7,000	\$ -	\$ 7,000	\$ -	No changes.
Website Hosting, Maintenance, Backup & Email	\$ 5,700	\$ 5,700	\$ -	\$ 6,000	\$ -	\$ 6,000	\$ -	No changes.
Legal Counsel							\$ -	
District Counsel	\$ 38,601	\$ 40,000	\$ (1,399)	\$ 40,000	\$ -	\$ 40,000	\$ -	No changes.
Litigation / Mediation	\$ -	\$ 5,000	\$ (5,000)	\$ 5,000	\$ -	\$ 5,460	\$ 460	pending response from the Trustee, monitor through final.
Administrative Subtotal	\$ 152,829	\$ 179,297	\$ (26,468)	\$ 185,119	\$ 3,100	\$ 188,959	\$ 3,840	

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

Chart of Accounts Classification	Actual YTD through 09/30/23	Annual Budget for 2022/2023	Budget variance for 2022/2023	Budget for 2023/2024	FY 2022/2023 Expenses Paid in FY 2023/2024	Proposed Amended 2023/2024 Budget	Budget Increase (Decrease) vs Adopted 2023/2024 Budget	Comments
EXPENDITURES - FIELD OPERATIONS								
Electric Utility Services								
Utility - Electricity	\$ 19,703	\$ 21,600	\$ (1,897)	\$ 21,600	\$ -	\$ 21,600	\$ -	No changes.
Stormwater Control								
Aquatic Maintenance	\$ 9,302	\$ 7,860	\$ 1,442	\$ 10,900	\$ -	\$ 10,970	\$ 70	Captures proposed increase at January renewal.
Fountain Repairs	\$ 1,172	\$ 4,000	\$ (2,828)	\$ 1,000	\$ -	\$ 1,000	\$ -	No changes.
Stormwater Monitoring & Maintenance	\$ 5,711	\$ 25,000	\$ (19,289)	\$ 25,000		\$ 24,930	\$ (70)	Offsets change to Aquatic Maintenance.
Stormwater System Maintenance	\$ -	\$ 1,000	\$ (1,000)	\$ 1,000	\$ -	\$ 1,000	\$ -	No changes.
Other Physical Environment								
Fence Repairs	\$ 14,818	\$ 25,000	\$ (10,182)	\$ 25,000	\$ 8,933	\$ 33,933	\$ 8,933	Includes balance paid for bulkhead repair
General Liability Insurance	\$ 3,270	\$ 3,557	\$ (287)	\$ 3,557		\$ 3,310	\$ (247)	associated finance charges
Irrigation Repairs	\$ 19,549	\$ 12,000	\$ 7,549	\$ 12,000	\$ -	\$ 12,000	\$ -	No changes.
Landscape - Architect Services	\$ -	\$ 25,000	\$ (25,000)	\$ -	\$ -	\$ -	\$ -	No changes.
Landscape - Mulch	\$ 61,577	\$ 65,000	\$ (3,423)	\$ 65,000	\$ -	\$ 65,000	\$ -	No changes.
Landscape Maintenance	\$ 116,606	\$ 120,000	\$ (3,394)	\$ 143,000	\$ -	\$ 143,000	\$ -	No changes.
Green Space Development	\$ 33,097	\$ 20,000	\$ 13,097	\$ -		\$ -	\$ -	No changes.
Landscape Replacement, Plants, Shrubs, Trees	\$ 25,144	\$ 20,000	\$ 5,144	\$ 30,000	\$ 26,855	\$ 56,855	\$ 26,855	Captures final sod project payment & Praire Pass Park enhancement paid in FY23/24.
Pedestrian Path Lighting	\$ 3,142	\$ 10,000	\$ (6,858)	\$ 3,000	\$ -	\$ 3,000	\$ -	No changes.
Property Insurance	\$ 27,517	\$ 35,000	\$ (7,483)	\$ 35,000		\$ 63,026	\$ 28,026	Based on actuals at renewal, with repective portion of associated finance charges
Tree Trimming Services	\$ 16,652	\$ 10,000	\$ 6,652	\$ 4,000	\$ -	\$ 4,000	\$ -	No changes.
Road & Street Facilities								
Boardwalk and Bridge Maintenance	\$ 104,596	\$ 150,000	\$ (45,404)	\$ -	\$ -	\$ -	\$ -	No changes.
Bridge Repair	\$ -	\$ -	\$ -	\$ 110,000	\$ 12,900	\$ 122,900	\$ 12,900	Includes Bridge 1 Void Repair & related Atlas Engineering expense.
Roadway Repair & Maintenance	\$ 7,575	\$ 12,500	\$ (4,925)	\$ 32,500	\$ -	\$ 73,721	\$ 41,221	Proposed increase includes small alley repair with an approximate 6% contingency.
Security Camera Equipment Lease	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	No changes.
Sidewalk Maintenance & Repair	\$ 5,645	\$ 5,000	\$ 645	\$ 20,000	\$ -	\$ 20,000	\$ -	No changes.
Street Light/Decorative Light Maintenance	\$ 8,071	\$ 20,000	\$ (11,929)	\$ 15,000	\$ 4,610	\$ 19,610	\$ 4,610	Increase includes final payment to Certa Pro.
Street Sign Repair & Replacement	\$ 8,061	\$ 15,000	\$ (6,939)	\$ 5,000	\$ 3,660	\$ 8,660	\$ 3,660	Increase includes final payment to Certa Pro.
Trail Path Maintenance	\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ 40,000	\$ -	No changes.
Contingency							\$ -	
Miscellaneous Contingency	\$ 2,601	\$ 50,000	\$ (47,399)	\$ 44,138	\$ -	\$ 29,540	\$ (14,598)	Proposed reduction to balance the budget.
Field Operations Subtotal	\$ 493,809	\$ 657,517	\$ (163,708)	\$ 651,695	\$ 56,958	\$ 763,055	\$ 111,360	
TOTAL EXPENDITURES	\$ 646,638	\$ 836,814	\$ (190,176)	\$ 836,814	\$ 60,058	\$ 952,014	\$ 115,200	
EXCESS OF REVENUES OVER EXPENDITURES	\$ 115,253	\$ -	\$ 115,253	\$ -		\$ -	\$ -	

Tab 5

Pat Shea's Concrete, Inc
 236 Escanaba Ave
 Panama City Beach, FL 32413

Proposal

Date
11/8/2023

Name / Address
NatureWalk CDD c/o Rizetta & Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Project
Naturewalk Alley Roadways

Description	Total
	180,864.00
Alley Roadway's	
Tear out Concrete & 2" of dirt	
Repour 8" Thick	
Labor - Tear out, Form, Prep, Pour & Finish	
Materials - Concrete, Dumpsters & Equipment	
7,053 @ \$16.00 per	\$112,848.00
4,251 @ \$ 16.00 per	\$ 68,016.00
Total	\$180,864.00

DOES NOT INCLUDE - EXCAVATION , PRETREAT, ANCHORING HARDWARE (BOLTS, STRAPS,POST BRACKETS, ETC..) FILL DIRT, FILLING SLAB TO GRADE, SITE PREPERATION, BLOCK OR BLOCK FILL, UNLESS SPECIFIED ABOVE.

Tab 6

**AGREEMENT BETWEEN THE NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT AND ALPHA FOUNDATION SPECIALISTS, LLC,
FOR SIDEWALK REPAIR SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 28th day of November 2023, by and between:

NatureWalk Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Walton County, Florida, and whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”); and

Alpha Foundation Specialists, LLC, a Delaware limited liability company, with a mailing address of 66 Industrial Park Road, Monticello, Florida 32344 (“**Contractor**,” together with District the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “**Act**”), by ordinance enacted by Walton County, Florida; and

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

WHEREAS, the District has a need to retain an independent contractor to provide sidewalk repair services as identified in **Exhibit A**, attached hereto and incorporated by reference herein; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide sidewalk repair services and has agreed to provide to the District those services (“**Services**”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. DUTIES. The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement.

A. Contractor shall provide sidewalk repair services, as described in **Exhibit A**. The

Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B.** Services shall commence on a date and time to be agreed to by the District Representative (hereinafter defined) and Contractor. Such date and time may be extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F.** Contractor shall report directly to the District Manager, or his/her designee ("**District Representative**"). The District Representative shall have complete authority to (1) instruct Contractor that the Services be completed in phases and/or to prioritize the order in which the Services are completed; and (2) transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services. Notwithstanding the prior sentence, should Contractor determine the completion of the Services in phases as instructed by the District Representative result in additional costs, Contractor will immediately notify District Representative of such and Contractor and District Representative agree to negotiate such additional cost as provided for in Section 3.B. Contractor shall confirm each area to be repaired with District Representative prior to commencing Services for such area.
- G.** Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A. The District shall pay Contractor **Thirteen Thousand Eight Hundred Fifty-Eight Dollars and Eighty-Eight Cents (\$13,858.88)**. This District shall pay Contractor a deposit of twenty-five percent (25%) of which shall be due upon execution of this Agreement by the Parties and the remaining seventy-five percent (75%) due upon completion and acceptance of the Services as identified in **Exhibit A** by the District. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.
- B. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for

purposes of this Agreement, all work provided by the Contractor pursuant to this Agreement shall be warranted as provided in **Exhibit A**. Neither final acceptance of the work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or work. If any of the materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

- A.** Contractor 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 the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor 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 Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, 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.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other 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 such limitations of liability or by operation of law.

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

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notice**” or “**Notices**”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District:

NatureWalk Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor:

Alpha Foundation Specialists, LLC
66 Industrial Park Road
Monticello, Florida 32344
Attn: Jody Clements

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

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Walton County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Kim O'Mera** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the

District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PH: (850) 334-9055, 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614, OR EMAIL KOMERA@RIZZETTA.COM.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. 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.

SECTION 29. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with

the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 30. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES.* The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.


SECTION 31. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

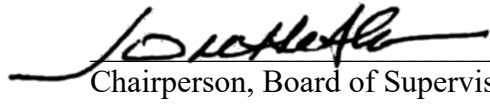
[SIGNATURES ON THE FOLLOWING PAGE]

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

Attest:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**


Assistant Secretary


Chairperson, Board of Supervisors

ALPHA FOUNDATION SPECIALISTS, LLC

(Signature of Witness)

By: _____
Print: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A

Scope of Services

Tallahassee
 66 Industrial Park Rd.
 Monticello, FL 32344
 (850) 558-3044



Toll Free: (800) 714-3020
 Website: www.alphafoundations.com

CONTRACT

Licensed Contractor	Date
CBC1257350	11/14/2023
Customer	Phone (Work or Home)
NatureWalk Community Development District	(979)824-3901
Project Location	E-mail
25 Sage Circle Santa Rosa Beach, FL 32459	seat1@naturewalkcdd.org

PROPOSED PRODUCTS	QTY
SettleStop PolyRenewal	936.0
SettleStop Caulk Crack Repair	156.0
Subtotal	\$15,398.76
Discount	\$1,539.88
Contract Price	\$13,858.88

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Alpha Foundation Specialists, LLC (the "Contractor").

- | | |
|--|---|
| <input checked="" type="checkbox"/> Customer is responsible for removing all personal items from the work area. | <input checked="" type="checkbox"/> A full perimeter drainage system with sump pump was recommended. |
| <input checked="" type="checkbox"/> Customer assumes responsibility for damages to hidden or unmarked utility lines. | <input checked="" type="checkbox"/> Customer is aware of warranty and all addenda. |
| <input checked="" type="checkbox"/> Stabilization is warrantied. Contractor can attempt to lift at Customer's request. | <input checked="" type="checkbox"/> Customer is responsible for providing all necessary electrical outlets. |

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within

one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work.

Customer	Contractor
X _____	_X _____
X _____	
Date <u>11/14/2023</u>	Date <u>11/14/2023</u>

Supplemental Notes Alpha Foundation Specialists, LLC to:

Product Specifications

- Install caulk in the crack. The total linear feet included in this contract are specified on the products page of this contract. Customer is aware that the caulk will not match the concrete.
- PolyRenewal is a two-part urethane polymer that expands into rigid, structural foam to fill voids, stabilize, and sometimes lift concrete. Small 3/8" holes are drilled in strategic locations in the slab. PolyRenewal is injected beneath the slab to fill voids and attempt lift. Holes are grouted and sealed but may not match the color of the existing flooring or concrete. Customer is aware that the concrete can crack during the lifting process. Contractor will repair cracks that are caused by the lift but will not replace any concrete. The concrete can sometimes be ground down to reduce tripping hazards. Customer is aware that the concrete may not be perfectly level. Contractor guarantees stabilization. Sealing all joints and preexisting cracks are recommended and can be added for an additional charge.

Terms and Conditions

Services. Alpha Foundation Specialists, LLC d/b/a Alpha Foundations, license no.CBC1257350, is licensed by the Florida Department of Business and Professional Regulation.

This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.

Acceptance of Contract. By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.

Compensation. Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 1% per month shall be applied to any amounts owed by Customer to Contractor (both pre-judgment and post-judgment) if Customer fails to pay the amounts owed for the Work as agreed.

Insurance. Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.

Dispute Resolution.

Dispute Resolution. The Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules. Except for instances of failure to pay the full amount of the Contract, any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>.

The arbitrator has the discretion and authority to award such remedies as may be available under applicable law. Each party shall be responsible for its own attorneys' fees for the arbitration.

If payment in full is not made when due, Contractor is entitled to proceed with litigation and may recover all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the court may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 1% per month. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.

Customer's Responsibility.

- a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
 - b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
 - c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a Water Management System is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
 - d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.
 - e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.
- On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.
- Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
- Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written

consent of both parties.

- **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
- **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
- **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS.
- FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND.

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF CUSTOMER LOSES MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 921-6593, Construction Industry Licensing Board, 2601 Blair Stone Road, Tallahassee, Florida 32399.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

Customer

Contractor Alpha Foundation Specialists, LLC

Name: X _____

Name: X _____

By: NatureWalk Community Development District _____

By: Jesse Henson _____

Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$240 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

- Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement," as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
- Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For Carbon Fiber Strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
- Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
- Steel Columns/Adjustable Screw Jacks/IntelliJack Support. Contractor warrants that the IntelliJacks will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
- Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of ten (10) years from the date of installation. Contractor DOES NOT WARRANT TO LIFT the slab back to its original position.
- Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
- Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
- PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.
- Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot,

corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTICE OF CANCELLATION

Transaction Date: _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

Alpha Foundation Specialists, LLC at 66 Industrial Park Rd., Monticello, FL 32344

NOT LATER THAN MIDNIGHT OF X _____ (Date).

I HEREBY CANCEL THIS TRANSACTION.

(Date) _____

(Customer's signature) _____

If after three business days the transaction has not been canceled, then the deposit will be non-refundable.

PAYMENT TERMS

We propose hereby to complete the services indicated in this Contract for the sum of:

Contract Amount	\$13,858.88
Deposit	\$3,464.72
Due Upon Completion	\$10,394.16

Is the project financed? YES _____ NO _____ (Financing must be set up at the time of the signed contract.)

Approval/Account # _____

X _____ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

X _____ (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

BUYER'S RIGHT TO CANCEL.

This is a home solicitation sale, and if Customer does not want the goods or services, Customer may cancel the Contract by providing written notice to Contractor in person, by telegram, or by mail.

This notice must indicate that Customer does not want the goods or services and must be delivered or postmarked before midnight of the third business day after Customer signs the Contract.

The notice must be mailed or delivered to: Alpha Foundation Specialists, LLC at 66 Industrial Park Rd., Monticello, FL 32344.

If Customer cancels the Contract, Contractor may not keep all or part of any cash down payment. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

Customer

Contractor

X _____

X _____

X _____

Date _____ 11/14/2023 _____

Date _____ 11/14/2023 _____

Tab 7

NATURE WALK COMMUNITY DEVELOPMENT DISTRICT

www.NatureWalkCDD.org

Encroachment Policy

Adopted August 3, 2023

FOR REFERENCE

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

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: August 3, 2023

FOR REFERENCE

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.

FOR REFERENCE

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 _____

FOR REFERENCE

Tab 8

November 17, 2023

Jonette Coram
Chair, NatureWalk CDD



PROJECT: NatureWalk CCD Timber Bridges
Santa Rosa Beach, Florida

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

SCOPE OF WORK: Remove and replace selective decking for vehicular bridge and pedestrian walkway. Any deteriorated hardware on the substructure is to be identified and replaced. (This work TBD prior to commencement of work).

Bridge No.	Description	Price
1	42' W x 780' L Vehicle and Pedestrian Bridge. Remove and replace selective decking. Repair "WearDeck" 10 days (Approximately ~ 500 each, 2" x 8" x 16').	\$78,000.00

Included in Pedestrian Walkways:

- Materials and installation of work as outlined below.
- All decking and railing material to be PTSYP¹.
- Decking - 3" x 8" #1 PTSYP¹ .15 ca-c.
- Structural hardware to be HDG².
- Deck Screws to be SS³.

Included in Vehicular Bridges:

- Materials and installation of work as outlined below.
- All decking material to be PTSYP¹.
- WearDeck - 2" x 8".
- Structural hardware to be HDG².
- Deck Screws to be SS³.
- Staining & Sealing.

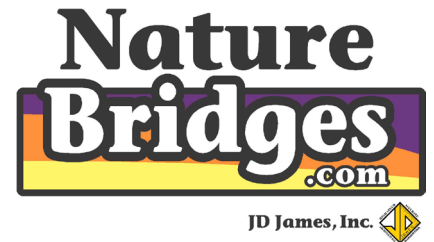
General Exclusions:

- No permits are necessary for maintenance work.
- Bonding.

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



- Surveying / Layout
- Concrete Work.
- Underground utility locations.
- Sediment and Erosion control.
- Turbidity Barriers.
- Electrical or Plumbing work.



Notes:

- Bid Proposal based on “Vehicular Bridges with Pedestrian Walkways Structural Assessment Report” by Atlas Engineering and Consulting dated January 28, 2021.
- **We are a Woman Owned Business (WBE).**
- Owner to provide reasonable access for equipment and materials.
- Bonding can be provided for at 1.5%.
- **Pricing is subject to change based on material market conditions at time of contract.**

Thank you for the opportunity to provide this proposal.

Doug Lewis - Estimator

Office: 850.997.8585

Email: estimating@naturebridges.com

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

*1 Pressure treated southern yellow pine.

*2 Hot dipped Galvanized.

*3 Stainless Steel.

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November 28, 2023



JD James, Inc. 

Jonette Coram
Chair, NatureWalk CDD

PROJECT: NatureWalk CCD Timber Bridges
Santa Rosa Beach, Florida

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

SCOPE OF WORK: Remove and replace selective decking of pedestrian walkways. Any deteriorated hardware on the substructure is to be identified and replaced. (This work TBD prior to commencement of work).

Bridge No.	Description	Each Board
1	42' W x 780' L Vehicle and Pedestrian Bridge. Remove and replace selective decking. Repair pedestrian decking (20 board minimum, 3" x 8" x 8'). Apply clear sealer.	\$155.36

Included in Pedestrian Walkways:

- Materials and installation of work as outlined below.
- All decking and railing material to be PTSYP¹.
- Decking - 3" x 8" #1 PTSYP¹ .15 ca-c.
- Structural hardware to be HDG².
- Deck Screws to be SS³.
- Staining & Sealing.

General Exclusions:

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

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JD James, Inc. 

Notes:

- Bid Proposal based on “Vehicular Bridges with Pedestrian Walkways Structural Assessment Report” by Atlas Engineering and Consulting dated January 28, 2021.
- **We are a Woman Owned Business (WBE).**
- Owner to provide reasonable access for equipment and materials.
- Bonding can be provided for at 1.5%.
- **Pricing is subject to change based on material market conditions at time of contract.**

Thank you for the opportunity to provide this proposal.

Doug Lewis - Estimator

Office: 850.997.8585

Email: estimating@naturebridges.com

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

***1 Pressure treated southern yellow pine.**

***2 Hot dipped Galvanized.**

***3 Stainless Steel.**

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MS: 17505-MC; LA: 53204; NC: 67191; SC: G11605; TN: 00063277; VA: 2705133719A



Tab 9

LAKE MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (“AGREEMENT”) is made and entered into this ___ day of _____, 2023, by and between:

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, Florida Statutes, with a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”), and

THE LAKE DOCTORS, INC., a Florida corporation, with a mailing address of 3543 State Road 419, Winter Springs, Florida 32708 (“Contractor”).

RECITALS

WHEREAS, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District currently owns, operates and maintains several stormwater management facilities located throughout the boundaries of the District; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide maintenance services at each of the District's separate stormwater management facilities identified in this Agreement.

WHEREAS, Contractor represents that it is qualified and willing to provide such services, and desires to contract with the District to do so in accordance with the terms and specifications of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. CONTRACTOR’S OBLIGATION.

A. GENERAL OBLIGATIONS. Contractor shall inspect and treat and perform, as necessary, such services as outlined in Contractor’s proposal attached hereto as **Exhibit A** and incorporated herein by this reference, to each of the twenty-three (23) stormwater management facilities (also referred to as ponds or lakes) and three (3) fountains identified in the attached **Exhibit A** and as generally identified in **Exhibit B** and incorporated herein by this

reference. Specifically, Contractor shall provide the following services: 1) underwater and floating vegetation control program; 2) shoreline grass and brush control program; 3) detailed written monthly management reports; 4) monthly fountain cleaning; and 5) free call back service, as determined to be needed by Contractor and/or District (collectively, the "Services"). Contractor shall provide all labor and equipment necessary to complete the Services. Further, Contractor shall conduct the Services with environmentally safe water management practices and in accordance with all local, state and federal laws, regulations, rules and requirements. To the extent the provisions of this Agreement conflict with any provisions of the Exhibits, this instrument shall control.

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE; CARE OF PROPERTY. Contractor agrees, as an independent contractor, to undertake work and/or perform the Services as specified in this Agreement or any addendum executed by the parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with presently accepted industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in Section 2 of this Agreement unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

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

i. The District hereby designates its District Manager and his or her designee to act as its representative.

ii. The Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

iii. Upon the District's request, Contractor shall attend the District's monthly meetings and be prepared to report to the District's Board of Supervisors regarding the aquatics maintenance services.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

SECTION 4. COMPENSATION; BILLING AND PAYMENT.

A. In consideration of the Services to be provided by the Contractor, the District shall pay Contractor Nine Hundred Twenty-Five Dollars (\$925.00) per month.

B. Contractor shall invoice the District by the 5th day of each month for services provided pursuant to the terms of this Agreement. Additional services may be provided by Contractor upon explicit, written authorization from the District, evidence by a written addendum, addenda, amendment or a change order thereto, fully executed by both parties. Fees for such additional services are as outlined above and where not provided for, shall be as negotiated between the parties and agreed to in such written amendment. The District shall provide payment within thirty (30) days of receipt of invoices.

SECTION 5. EFFECTIVE DATE AND TERM; RENEWAL. The term of this Agreement shall be from January 1, 2024, through September 30, 2025, unless terminated earlier in accordance with the terms of this Agreement. This Agreement may be renewed upon agreement of the parties on a one-year basis, up to four (4) written, annual renewals, with a three percent (3%) escalation in the annual contract price starting January 1, 2025 unless otherwise terminated pursuant to the terms hereof.

SECTION 6. INSURANCE.

A. Contractor and any subcontractor hired by Contractor to perform lake maintenance services shall maintain throughout the term of this Agreement the following insurance:

i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and including, at least, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance,

or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, employees and supervisors shall be named as additional insured parties. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

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

SECTION 7. COMPLIANCE WITH LAWS. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. The Contractor shall promptly notify the District in writing upon receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services. Additionally, Contractor shall promptly comply with any requirement of such agency after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

SECTION 8. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 9. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the

Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 12. INDEMNIFICATION.

A. Contractor 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 the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor 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 Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, fines, 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 against the District, all as actually incurred.

SECTION 13. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 14. 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.

SECTION 15. NEGOTIATION AT ARMS' LENGTH. This Agreement has been negotiated fully between the parties as an arms' length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 16. HEADINGS. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT. A default by either party under this Agreement shall entitle the 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.

SECTION 18. TERMINATION. The District shall have the right to immediately terminate this Agreement at any time with cause, and with thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice mailed to the District at the address written herein stating a failure of the District to perform in accordance with the terms of this Agreement, provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. As the sole means of recovery for termination, Contractor shall be entitled to payment for any Services provided through the effective date of termination, subject to any offsets that the District may have against Contractor. Contractor shall not be entitled to lost profits or consequential damages of any kind, and, instead, Contractor's sole recourse for termination of this Agreement shall be as set forth in the preceding sentence.

SECTION 19. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Any and all prior verbal and written agreements regarding the subject matter of this Agreement is hereby superseded by this Agreement.

SECTION 20. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 21. AUTHORITY TO CONTRACT. 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.

SECTION 22. NOTICES. All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties, as follows:

- A. If to Contractor: The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, Florida 32708
Attn: _____

- B. If to District: NatureWalk Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

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

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

SECTION 23. 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.

SECTION 24. ASSIGNMENT. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any purported assignment without such prior written approval shall be null and void.

SECTION 25. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction, in and for Walton County, Florida.

SECTION 26. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Kim O'Mera** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining

portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

Section 29. E-VERIFY. The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District because of the termination. If the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

Section 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

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

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

THE LAKE DOCTORS, INC.

Print Name: _____

By: _____
Its: _____

Exhibit A: Contractor's Proposal
Exhibit B: Pond Location Maps

Exhibit A: Contractor's Proposal



The Lake Doctors, Inc.
Aquatic Management Services

Navarre Office
8307 E Bay Blvd
Navarre, FL 32566
(850) 939-5787
Navarre@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

PG/717754/r

This Agreement, made this _____ day of _____ 20__ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE ()** _____

EMAIL ADDRESS _____ **EMAIL INVOICE: YES OR NO**

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO **THIRD PARTY INVOICING PORTAL: YES OR NO**

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____
PURCHASE ORDER #: _____

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of **twenty-one (21) months (January 1, 2024-September 30, 2025 with a 3% increase on January 1, 2025)** from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Twenty-three (23) ponds and three (3) fountains associated with Nature Walk CDD in Santa Rosa Beach, Florida. Full treatment on ponds 1, 4, 5, 7, 10, 11, 12, 13, 14, 15, 16, 17, 21, 18, 18A, 23, 24, 25, 26, 27, 29; Ponds 19, 20, and 28 for colorant only due to lack of access. Customer understands that some of these ponds may have limited access and services will be performed to the best of our ability. Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. Includes the monthly cleaning and adjustment of (3) fountains. Agreement does not include the removal of fountains. Parts and repair will be quoted separately from this agreement.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1. Underwater and Floating Vegetation Control Program	\$	746.00 Monthly
2. Shoreline Grass and Brush Control Program	\$	INCLUDED
3. Detailed Management Reports	\$	INCLUDED
4. Free Call Back Service	\$	INCLUDED
5. Monthly fountain cleaning	\$	179.00 Monthly
Total of Services Accepted	\$	925.00 Monthly

\$925.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$925.00**, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.

D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.

E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **January 15, 2024**.

F. **The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof.** Agreement must be returned in its entirety to be considered valid.

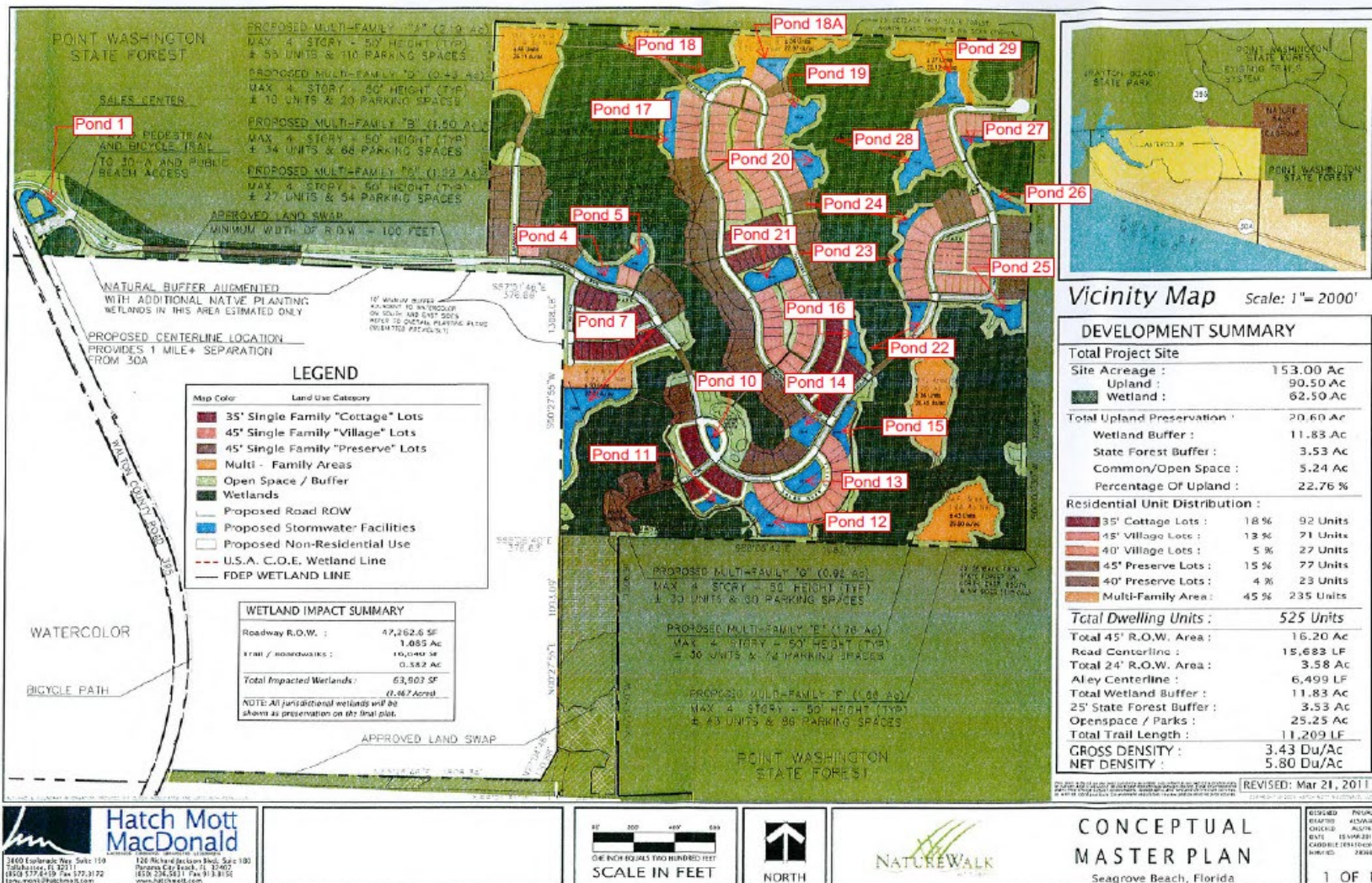
THE LAKE DOCTORS, INC.

Signed
Pasco Gibson, Sales Manager

CUSTOMER

Signed _____ Dated _____
Name _____

Exhibit B: Pond Location Maps



Tab 10

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2023-08 REGARDING THE IMPOSITION OF SPECIAL ASSESSMENTS.

WHEREAS, the Naturewalk Community Development District (the “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 (the “County”); and

WHEREAS, the District previously adopted Resolution 2023-08, which made a determination of benefit and imposed special assessments for fiscal year 2023/2024, provided for collection and enforcement, certified an assessment roll, and provided for amendments to the assessment roll; and

WHEREAS, Resolution 2023-08 inadvertently omitted provisions for the direct collection of certain previously levied debt assessments associated with the Series 2007A Bonds; and

WHEREAS, the District’s Board of Supervisors desire to amend Resolution 2023-08 to clarify the provision of appropriate direct collection of those certain debt assessments; and

WHEREAS, the District desires to directly collect the Fiscal Year 2023-2024 assessment for debt service on certain undeveloped property as reflected on Exhibit “C”; and

WHEREAS, it is in the best interests of the District to adopt this amendment to Resolution 2023-08 and the assessment roll of the NatureWalk Community Development District (“Assessment Roll”) as amended by this Resolution and as attached as Exhibit “C” and to directly collect that portion of the Assessment Roll so identified (“Direct Collect Assessment Roll”); and

WHEREAS, the District’s Board of Supervisors also desires to ratify the actions of District staff related to direct collection of assessments of the Direct Collect Assessment Roll and certification of other assessments to the County Tax Collector for collection utilizing the Uniform Method.

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

SECTION 1. AFFIRMATION AND CONFLICTS. Except as amended herein, Resolution 2023-08 is affirmed and all provisions therein remain in full force and effect except as explicitly provided herein.

SECTION 2. Section 3 for Resolution 2023-18 is hereby replaced in its entirety by the following:

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. Uniform Method Assessments. The collection of the operation and maintenance special assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibits "A" and "B." The collection of the previously levied Series 2007A Bonds debt service assessments on the developed property shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibits "A" and "B."
- B. Direct Bill Assessments. The previously levied debt service assessments on the undeveloped property identified in Exhibit "C" will be collected directly by the District in accordance with Florida law, as set forth in Exhibits "A" and "C." The Series 2007A Bonds debt service assessments directly collected by the District are due in full on December 1, 2023; provided, however, that to the extent permitted by law, the assessments due may be paid in partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, and 50% due no later than April 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2022-2023, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the special assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent and the District is unable to attain a quorum for two (2) noticed meetings, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

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

SECTION 3. 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 4. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Naturewalk Community Development District.

PASSED AND ADOPTED THIS 7th day of December, 2023.

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairman, Board of Supervisors

- Exhibit A:** Budget
- Exhibit B:** Uniform Method Assessment Roll
- Exhibit C:** Direct Collect Assessment Roll

Exhibit A: Budget

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

Chart of Accounts Classification	Budget for 2023/2024
REVENUES	
Special Assessments	
Tax Roll	\$ 836,814
TOTAL REVENUES	\$ 836,814
Balance Forward from Prior Year	\$ -
TOTAL REVENUES AND BALANCE FORWARD	\$ 836,814
EXPENDITURES - ADMINISTRATIVE	
Legislative	
Supervisor Fees	\$ 12,000
Financial & Administrative	
Room Rentals	\$ 1,000
Administrative Services	\$ 9,360
District Management	\$ 27,300
District Engineer	\$ 30,000
Disclosure Report	\$ 5,000
Trustees Fees	\$ 7,000
Assessment Roll	\$ 5,200
Financial & Revenue Collections	\$ 3,894
Accounting Services	\$ 16,640
Auditing Services	\$ 3,700
Miscellaneous Administrative Fees	\$ 5,000
Arbitrage Rebate Calculation	\$ 450
Public Officials Liability Insurance	\$ 3,050
Supervisor Workers Comp Insurance	\$ 850
Legal Advertising	\$ 3,500
Dues, Licenses & Fees	\$ 175
Website Hosting, Maintenance, Backup & Email	\$ 6,000

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

Chart of Accounts Classification	Budget for 2023/2024
Legal Counsel	
District Counsel	\$ 40,000
Special Legal Services	
Litigation / Mediation	\$ 5,000
Administrative Subtotal	\$ 185,119
EXPENDITURES - FIELD OPERATIONS	
Electric Utility Services	
Utility - Electricity	\$ 21,600
Stormwater Control	
Pond Bank Repair	\$ 25,000
Aquatic Maintenance	\$ 10,900
Fountain Repairs	\$ 1,000
Stormwater System Maintenance	\$ 1,000
Other Physical Environment	
Property Insurance	\$ 35,000
General Liability Insurance	\$ 3,557
Landscape Maintenance	\$ 143,000
Irrigation Repairs	\$ 12,000
Green Space Development	\$ -
Tree Trimming Services	\$ 4,000
Landscape Replacement, Plants, Shrubs, Trees	\$ 30,000
Fence/Arbor Repairs	\$ 25,000
Landscape - Mulch	\$ 65,000
Landscape - Architect Services	\$ -
Pedestrian Path Lighting	\$ 3,000
Road & Street Facilities	
Sidewalk Repair & Maintenance	\$ 20,000
Street Sign Repair & Replacement	\$ 5,000
Roadway Repair & Maintenance	\$ 32,500
Street Light/Decorative Light Maintenance	\$ 15,000

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

Chart of Accounts Classification	Budget for 2023/2024
Boardwalk and Bridge Maintenance	\$ -
Trail Path Maintenance	\$ 40,000
Bridge Repair	\$ 110,000
Security Camera Equipment Lease	\$ 5,000
Contingency	
Miscellaneous Contingency	\$ 44,138
Field Operations Subtotal	\$ 651,695
TOTAL EXPENDITURES	\$ 836,814
EXCESS OF REVENUES OVER EXPENDITURES	\$ -

**Adopted Budget
NatureWalk Community Development District
Reserve Fund
Fiscal Year 2023/2024**

Chart of Accounts Classification	Budget for 2023/2024
REVENUES	
Special Assessments	
Tax Roll*	\$ 75,000
TOTAL REVENUES	\$ 75,000
Balance Forward from Prior Year	\$ -
TOTAL REVENUES AND BALANCE	\$ 75,000
EXPENDITURES	
Contingency	
Capital Reserves	\$ 75,000
TOTAL EXPENDITURES	\$ 75,000
EXCESS OF REVENUES OVER EXPENDITURES	\$ -

Debt Service

Fiscal Year 2023/2024

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

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.

⁽¹⁾ 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	\$	%
Bond Series 2007A Debt Service - Single Family 35'				
Operations/Maintenance - Single Family 35'	\$1,138.28	\$1,138.28	\$0.00	0.00%
Total	\$2,939.94	\$2,939.94	\$0.00	0.00%
Bond Series 2007A Debt Service - Single Family 45'				
Operations/Maintenance - Single Family 45'	\$1,463.51	\$1,463.51	\$0.00	0.00%
Total	\$3,787.65	\$3,787.65	\$0.00	0.00%
Bond Series 2007A Debt Service - Office Building ⁽¹⁾				
Operations/Maintenance - Office Building	\$0.00	\$0.00	\$0.00	0.00%
Total	\$6,612.10	\$6,612.10	\$0.00	0.00%
Bond Series 2007A Debt Service - Multifamily				
Operations/Maintenance - Multifamily	\$978.92	\$978.92	\$0.00	0.00%
Total	\$2,528.35	\$2,528.35	\$0.00	0.00%

⁽¹⁾ 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 ⁽¹⁾⁽²⁾	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M	2007A DEBT SERVICE ⁽³⁾	TOTAL ⁽⁴⁾
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
Total Platted	297	166		344.04	63.90%	\$619,843.84			
MULTIFAMILY	226	226	0.86	194.36	36.10%	\$350,171.05	\$1,549.43	\$978.92	\$2,528.35
Total Unplatted	226	226		194.36	36.10%	\$350,171.05			
Total Community	523	392		538.40	100.00%	\$970,014.89			

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.

Exhibit B: Uniform Method Assessment Roll

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

Exhibit C: Direct Collect Assessment Roll

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

Tab 11

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NATUREWALK COMMUNITY DEVELOPMENT DISTRICT APPOINTING AN ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District now desires to appoint an Assistant Secretary.

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

Section 1. _____ is appointed as Assistant Secretary.

Section 2. This Resolution shall not supersede any appointments made by the Board other than specified in Section 1.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 7th DAY OF December 2023.

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Tab 12

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NATUREWALK COMMUNITY DEVELOPMENT DISTRICT ADOPTING A LANDSCAPE REMOVAL AND REPLACEMENT POLICY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING 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 in Walton County, Florida; and

WHEREAS, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board finds that the imposition of the following policy regarding removal and replacement of District landscaping in the best interests of the District and is necessary in order to provide for the protection and maintenance of District property.

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

SECTION 1. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. 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 3. The following policies govern the removal and replacement of landscaping on District-owned Property:

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 replaced within a reasonable proximity 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, as recommended by the landscaping company, 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 replaced within a reasonable proximity with that of similar size and species.
- D. It is understood that, in instances of storm and/or wind damage, the replacement of all lost or damaged landscaping may not be practical. In such cases, it is acceptable for the Board to develop a reasonable alternative plan for the replacement of landscaping.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 7th day of December 2023.

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chair, Board of Supervisors