

NatureWalk Community Development District

Board of Supervisors' Meeting July 11, 2024

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

www.naturewalkcdd.org

Professionals in Community Management

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	Holly Bailey	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.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

District Office · Panama City Beach, Florida · (850) 334-9055 Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.naturewalkcdd.org

Board of Supervisors NatureWalk Community Development District

REVISED AGENDA

July 10, 2024

Dear Board Members:

The meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on **Thursday**, **July 11**, **2024**, **at 12:00** p.m. (**CT**) at the **Walton Chamber of Commerce** located at **63 South Centre Trail**, **Santa Rosa Beach**, **FL 32459**. The following is the **final** agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL
- 2. AUDIENCE COMMENTS IN AGENDA ITEMS
- 3. BUSINESS ADMINSTRATION

J.	DUSI	
	A.	Acceptance of Arbitrage Rebate Report for Series 2007AB
	<mark>B.</mark>	Consideration of Minutes of the Board Supervisors Meeting
		Held on June 6, 2024Tab 2
	C.	Ratification of the Operations and Maintenance Expenditures
		For the Month(s) of May 2024 Tab 3
4.		F REPORTS
	А.	District Landscape Provider
		1. Presentation of District Landscape Reports
	В.	District Counsel
		1. Parcels Update
		2. Discussion & Consideration of License for Emergency Egress Tab 5
		3. Discussion & Consideration of Settlement & Additional
		Agreements Regarding Debt Assessments on Tract F
		1. Settlement AgreementTab 6
		2. Cove Capital Group LLC Additional Agreement
		4. Discussion & Consideration of Agreement for Towing
	_	Services
	C.	District Engineer
	_	1. Update on Walton County CR395 Speed Limit Reduction Petition
	D.	District Manager
_		1. Presentation of District Manager Report
5.		NESS ITEMS
	Α.	Discussion & Consideration of Pond 28 Beaver & Weir Proposals
	B.	Discussion & Consideration of Sidewalk Maintenance
	C.	Discussion & Consideration of Adding Signage to Sage Circle
	D.	Discussion & Consideration of Adding Seasonal Color &
	_	Irrigation to CR395-Sandgrass Intersection
	E.	Discussion & Consideration of Phase 1 Oak Structural Pruning
	F.	Discussion & Consideration of Smart Irrigation Controllers
	<mark>G.</mark>	Discussion & Consideration of The Lakes Doctors Pond
		#21 Fountain Repair ProposalTab 10
6.	SUPE	RVISOR REQUESTS AND COMMENTS

7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Very truly yours,

Holly Bailey

Holly Bailey District Manager Tab 1

REBATE REPORT

NatureWalk Community Development District

(Walton County, Florida)

\$8,295,000 Capital Improvement Revenue Bonds, Series 2007A

\$11,705,000 Capital Improvement Revenue Bonds, Series 2007B

> Dated: March 1, 2007 Delivered: March 12, 2007

Rebate Report to the Computation Date February 28, 2027 Reflecting Activity To March 31, 2024



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90 Avon Meadow Lane Avon, CT 06001 (T) 860-321-7521 (F) 860-321-7581

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June 6, 2024

NatureWalk Community Development District c/o Ms. Shandra Torres District Compliance Associate Rizzetta & Company 3434 Colwell Ave, Ste 200 Tampa, FL 33614

Re: NatureWalk Community Development District, (Walton County, Florida), \$8,295,000 Capital Improvement Revenue Bonds, Series 2007A & \$11,705,000 Capital Improvement Revenue Bonds, Series 2007B

Dear Ms. Torres:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the NatureWalk Community Development District (the "District").

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled our next Report as of February 28, 2025. Thank you for this engagement and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo Senior Vice President

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Trong M. Tran Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition and Construction Fund	0.845382%	226,045.44	(2,571,464.08)
2007A Capitalized Interest Fund	4.046287%	30,324.79	(28,652.70)
2007B Capitalized Interest Fund	4.027653%	41,905.42	(40,304.56)
Cost of Issuance Fund	4.967626%	1,560.28	(402.86)
2007A Reserve Fund	1.265328%	52,526.26	(362,790.05)
2007B Reserve Fund	1.469296%	42,842.45	(271,923.96)
Totals	1.119544%	\$395,204.64	\$(3,275,538.21)
Bond Yield			
Rebate Computation Credits	(51,865.26)		
	\$(3,327,403.47)		

For the February 28, 2027 Computation Date Reflecting Activity from March 12, 2007 through March 31, 2024

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

- For the purpose of computing Rebatable Arbitrage, investment activity is reflected from March 12, 2007, the date of the closing, through March 31, 2024. The activity reflected from March 12, 2007 through February 28, 2013 was taken from the Integrity Public Finance Consulting LLC dated June 24, 2013. All nonpurpose payments and receipts are future valued to the Computation Date of February 28, 2027.
- 2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
- 3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
- 4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
- 5. During the period between March 12, 2007 and March 31, 2024, the District made periodic payments into the Interest, Prepayment, Sinking and Redemption Funds, that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f) (4) (A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year. We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

We have reviewed the Interest, Prepayment, Sinking and Redemption Funds and have determined that the funds deposited have not functioned as a bona fide debt service fund; however, it is assumed the earnings on the fund do not exceed the bond yield and therefore, are not taken into account in determining the Arbitrage Liability.

DEFINITIONS

6. Computation Date

February 28, 2027.

7. Computation Period

The period beginning on March 12, 2007, the date of the closing, through March 31, 2024.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business February 28th, the day in the calendar year that was selected by the Issuer, or the final redemption date of the Bonds.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price to the public at which price a substantial amount of the Bonds were sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from records provided by the District and US Bank, Trustee, as follows:

Fund	Account Number
Acquisition and Construction	111571000
Debt Service	111571002
Revenue	111571003
2007A Interest	111571005
2007A Prepayment	111571006
2007A Reserve	111571007
2007A Sinking	111571008
2007B Principal	111571010
2007B Interest	111571011
2007B Prepayment	111571013
2007B Reserve	111571014
Redemption	111571015

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage, as of March 31, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to February 28, 2027. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on February 28, 2027, is the Rebatable Arbitrage.

NatureWalk Community Development District (Walton County, Florida) \$8,295,000 Capital Improvement Revenue Bonds, Series 2007A \$11,705,000 Capital Improvement Revenue Bonds, Series 2007B Delivered: March 12, 2007

Sources of Funds				
Par Amount – 2007A	\$8,295,000.00			
Par Amount – 2007B	11,705,000			
Original Issue Discount	-29,262.50			
Accrued Interest	32,895.81			
Total	\$20,003,633.31			

Uses of Funds			
Acquisition and Construction Fund	\$16,589,569.81		
2007A Capitalized Interest Fund	694,354.17		
2007B Capitalized Interest Fund	953,611.02		
Costs of Issuance Fund	146,000.00		
2007A Reserve Fund	566,837.50		
2007B Reserve Fund	620,365.00		
Underwriter's Discount	400,000.00		
Interest Account	32,895.81		
Total	\$20,003,633.31		

PROOF OF ARBITRAGE YIELD

NatureWalk Community Development District (Walton County, Florida) \$8,295,000 Capital Improvement Revenue Bonds, Series 2007A \$11,705,000 Capital Improvement Revenue Bonds, Series 2007B

Present Value			
to 03/12/2007 @ 5.4242635233%	Total	Debt Service	Date
178,129.32	179,431.67	179,431.67	05/01/2007
520,277.33	538,295.00	538,295.00	11/01/2007
506,539.32	538,295.00	538,295.00	05/01/2008
493,164.06	538,295.00	538,295.00	11/01/2008
578,258.47	648,295.00	648,295.00	05/01/2009
464,836.79	535,270.00	535,270.00	11/01/2009
549,793.45	650,270.00	650,270.00	05/01/2010
438,009.45	532,107.50	532,107.50	11/01/2010
526,621.74	657,107.50	657,107.50	05/01/2011
412,501.26	528,670.00	528,670.00	11/01/2011
500,364.81	658,670.00	658,670.00	05/01/2012
388,360.47	525,095.00	525,095.00	11/01/2012
478,915.70	665,095.00	665,095.00	05/01/2013
365,422.72	521,245.00	521,245.00	11/01/2013
454,742.83	666,245.00	666,245.00	05/01/2014
343,729.62	517,257.50	517,257.50	11/01/2014
434,934.71	672,257.50	672,257.50	05/01/2015
323,131.88	512,995.00	512,995.00	11/01/2015
7,594,000.60	12,382,995.00	12,382,995.00	05/01/2016
118,383.49	198,275.00	198,275.00	11/01/2016
216,985.32	373,275.00	373,275.00	05/01/2017
109,490.51	193,462.50	193,462.50	11/01/2017
208,535.89	378,462.50	378,462.50	05/01/2018
101,055.39	188,375.00	188,375.00	11/01/2018
200,234.20	383,375.00	383,375.00	05/01/2019
93,062.24	183,012.50	183,012.50	11/01/2019
192,095.28	388,012.50	388,012.50	05/01/2020
85,495.18	177,375.00	177,375.00	11/01/2020
184,131.81	392,375.00	392,375.00	05/01/2021
78,338.44	171,462.50	171,462.50	11/01/2021
178,578.43	401,462.50	401,462.50	05/01/2022
71,516.78	165,137.50	165,137.50	11/01/2022
170,821.67	405,137.50	405,137.50	05/01/2023
65,080.49	158,537.50	158,537.50	11/01/2023
165,276.82	413,537.50	413,537.50	05/01/2024
58,960.29	151,525.00	151,525.00	11/01/2024
159,689.70	421,525.00	421,525.00	05/01/2025
53,149.09	144,100.00	144,100.00	11/01/2025
154,087.92	429,100.00	429,100.00	05/01/2026
47,639.22	136,262.50	136,262.50	11/01/2026
148,495.90	436,262.50	436,262.50	05/01/2027
42,422.59	128,012.50	128,012.50	11/01/2027
142,935.16	443,012.50	443,012.50	05/01/2028
37,490.72	119,350.00	119,350.00	11/01/2028
138,953.71	454,350.00	454,350.00	05/01/2029
32,793.90	110,137.50	110,137.50	11/01/2029
134,839.61	465,137.50	465,137.50	05/01/2030
28,329.57	100,375.00	100,375.00	11/01/2030
130,625.80	475,375.00	475,375.00	05/01/2031
24,094.33	90,062.50	90,062.50	11/01/2031
126,341.74	485,062.50	485,062.50	05/01/2032
	79,200.00	79,200.00	11/01/2032
20,084.11 122,013.65	494,200.00	494,200.00	05/01/2033

PROOF OF ARBITRAGE YIELD

NatureWalk Community Development District (Walton County, Florida) \$8,295,000 Capital Improvement Revenue Bonds, Series 2007A \$11,705,000 Capital Improvement Revenue Bonds, Series 2007B

Date	Debt Service	Total	Present Value to 03/12/2007 @ 5.4242635233%
11/01/2033	67,787.50	67,787.50	16,294.22
05/01/2034	507,787.50	507,787.50	118,834.95
11/01/2034	55,687.50	55,687.50	12,688.15
05/01/2035	520,687.50	520,687.50	115,503.69
11/01/2035	42,900.00	42,900.00	9,265.19
05/01/2036	532,900.00	532,900.00	112,052.34
11/01/2036	29,425.00	29,425.00	6,023.79
05/01/2037	549,425.00	549,425.00	109,506.56
11/01/2037	15,125.00	15,125.00	2,934.98
05/01/2038	565,125.00	565,125.00	106,765.95
	35,089,066.67	35,089,066.67	20,003,633.31

Proceeds Summary

Delivery date	03/12/2007
Par Value	20,000,000.00
Accrued interest	32,895.81
Premium (Discount)	-29,262.50
Target for yield calculation	20,003,633.31

BOND DEBT SERVICE

NatureWalk Community Development District (Walton County, Florida) \$8,295,000 Capital Improvement Revenue Bonds, Series 2007A

Annual Debt Service	Debt Service	Interest	Coupon	Principal	Period Ending
76,037.50	76,037.50	76,037.50			05/01/2007
	228,112.50	228,112.50			11/01/2007
456,225.00	228,112.50	228,112.50			05/01/2008
,	228,112.50	228,112.50			11/01/2008
566,225.00	338,112.50	228,112.50	5.500%	110,000	05/01/2009
000,220100	225,087.50	225,087.50	0100070	110,000	11/01/2009
565,175.00	340,087.50	225,087.50	5.500%	115,000	05/01/2010
	221,925.00	221,925.00			11/01/2010
568,850.00	346,925.00	221,925.00	5.500%	125,000	05/01/2011
200,020100	218,487.50	218,487.50	0100070	120,000	11/01/2011
566,975.00	348,487.50	218,487.50	5.500%	130,000	05/01/2012
	214,912.50	214,912.50			11/01/2012
569,825.00	354,912.50	214,912.50	5.500%	140,000	05/01/2013
200,020.00	211,062.50	211,062.50	2.20073	1.0,000	11/01/2013
567,125.00	356,062.50	211,062.50	5.500%	145,000	05/01/2014
	207,075.00	207,075.00		,	11/01/2014
569,150.00	362,075.00	207,075.00	5.500%	155,000	05/01/2015
202,120.00	202,812.50	202,812.50	2.20073	100,000	11/01/2015
570,625.00	367,812.50	202,812.50	5.500%	165,000	05/01/2016
270,020.00	198,275.00	198,275.00	2.20073	100,000	11/01/2016
571,550.00	373,275.00	198,275.00	5.500%	175,000	05/01/2017
	193,462.50	193,462.50			11/01/2017
571,925.00	378,462.50	193,462.50	5.500%	185,000	05/01/2018
2.2,220100	188,375.00	188,375.00			11/01/2018
571,750.00	383,375.00	188,375.00	5.500%	195,000	05/01/2019
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	183,012.50	183,012.50			11/01/2019
571,025.00	388,012.50	183,012.50	5.500%	205,000	05/01/2020
,	177,375.00	177,375.00			11/01/2020
569,750.00	392,375.00	177,375.00	5.500%	215,000	05/01/2021
2, 2 5100	171,462.50	171,462.50			11/01/2021
572,925.00	401,462.50	171,462.50	5.500%	230,000	05/01/2022
2.2,720.00	165,137.50	165,137.50	2.20070	,	11/01/2022
570,275.00	405,137.50	165,137.50	5.500%	240,000	05/01/2023
270,275.00	158,537.50	158,537.50	2.20073	2.0,000	11/01/2023
572,075.00	413,537.50	158,537.50	5.500%	255,000	05/01/2024
,	151,525.00	151,525.00			11/01/2024
573,050.00	421,525.00	151,525.00	5.500%	270,000	05/01/2025
,	144,100.00	144,100.00		,	11/01/2025
573,200.00	429,100.00	144,100.00	5.500%	285,000	05/01/2026
2.2,200.00	136,262.50	136,262.50	2.20070	,	11/01/2026
572,525.00	436,262.50	136,262.50	5.500%	300,000	05/01/2027
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	128,012.50	128,012.50			11/01/2027
571,025.00	443,012.50	128,012.50	5.500%	315,000	05/01/2028
,	119,350.00	119,350.00			11/01/2028
573,700.00	454,350.00	119,350.00	5.500%	335,000	05/01/2029
,	110,137.50	110,137.50			11/01/2029
575,275.00	465,137.50	110,137.50	5.500%	355,000	05/01/2030
,	100,375.00	100,375.00			11/01/2030
575,750.00	475,375.00	100,375.00	5.500%	375,000	05/01/2031
,	90,062.50	90,062.50			11/01/2031
575,125.00	485,062.50	90,062.50	5.500%	395,000	05/01/2032
,-======	79,200.00	79,200.00			11/01/2032
573,400.00	494,200.00	79,200.00	5.500%	415,000	05/01/2033
,	67,787.50	67,787.50			11/01/2033

BOND DEBT SERVICE

NatureWalk Community Development District (Walton County, Florida) \$8,295,000 Capital Improvement Revenue Bonds, Series 2007A

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2034			55,687.50	55,687.50	
05/01/2035	465,000	5.500%	55,687.50	520,687.50	576,375.00
11/01/2035			42,900.00	42,900.00	
05/01/2036	490,000	5.500%	42,900.00	532,900.00	575,800.00
11/01/2036			29,425.00	29,425.00	
05/01/2037	520,000	5.500%	29,425.00	549,425.00	578,850.00
11/01/2037			15,125.00	15,125.00	
05/01/2038	550,000	5.500%	15,125.00	565,125.00	580,250.00
	8,295,000		9,402,387.50	17,697,387.50	17,697,387.50

BOND DEBT SERVICE

NatureWalk Community Development District (Walton County, Florida) \$11,705,000 Capital Improvement Revenue Bonds, Series 2007B

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2007			103,394.17	103,394.17	103,394.17
11/01/2007			310,182.50	310,182.50	
05/01/2008			310,182.50	310,182.50	620,365.00
11/01/2008			310,182.50	310,182.50	
05/01/2009			310,182.50	310,182.50	620,365.00
11/01/2009			310,182.50	310,182.50	
05/01/2010			310,182.50	310,182.50	620,365.00
11/01/2010			310,182.50	310,182.50	
05/01/2011			310,182.50	310,182.50	620,365.00
11/01/2011			310,182.50	310,182.50	
05/01/2012			310,182.50	310,182.50	620,365.00
11/01/2012			310,182.50	310,182.50	
05/01/2013			310,182.50	310,182.50	620,365.00
11/01/2013			310,182.50	310,182.50	
05/01/2014			310,182.50	310,182.50	620,365.00
11/01/2014			310,182.50	310,182.50	
05/01/2015			310,182.50	310,182.50	620,365.00
11/01/2015			310,182.50	310,182.50	
05/01/2016	11,705,000	5.300%	310,182.50	12,015,182.50	12,325,365.00
	11,705,000		5,686,679.17	17,391,679.17	17,391,679.17

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
03/12/07 03/14/07 03/15/07 04/17/07 05/14/07 05/14/07 07/03/07 07/06/07 09/05/07 09/05/07 09/13/07 10/02/07 10/12/07 11/01/07 11/02/07 12/03/07 12/04/07 01/02/08 01/03/08 01/29/08 02/01/08 02/01/08 02/04/08 03/03/08 03/04/08 03/06/08 04/01/08 04/02/08 04/02/08 04/02/08 05/01/08 05/02/08 05/02/08 05/23/08 06/02/08	DESCRIPTION Beg Bal	(PAYMENTS) -16,589,569.81 13,305,760.19 13,425.49 909,366.29 7,374.00 3,510.64 -1,881.52 472.50 -765.28 -206.93 297.50 -12.93 966.25 10,292.53 -10,305.25 9,589.07 -9,600.88 8,316.09 -8,326.29 -33,335.38 6,629.34 -6,637.44 1,270.75 4,931.99 -4,937.92 -84.58 3,555.47 -3,559.74 18,757.84 4,064.73 -4,069.61 10,564.06 4,039.03 -4,043.91 1,135.81 5,926.25	BOND YIELD OF (5.424264%) -48,283,743.00 38,714,741.76 39,057.30 2,632,963.71 21,265.02 10,089.37 -5,386.52 1,352.09 -2,181.46 -586.97 842.88 -36.53 2,725.82 28,953.60 -28,985.07 26,846.69 -26,875.76 23,182.54 -23,207.53 -92,555.88 18,400.93 -18,415.20 3,517.25 13,624.66 -13,639.01 -233.55 9,781.21 -9,791.50 51,419.62 11,132.44 -11,144.15 28,838.26 11,011.19 -11,022.85 3,090.00 16,096.18
07/01/08 07/02/08 08/01/08 09/02/08 09/03/08 09/30/08 10/01/08 10/02/08 10/09/08		3,923.09 -3,927.84 3,934.95 -3,939.71 3,860.66 -3,865.33 5,575.96 2,725.29 -2,728.58 1,071.57	10,649.10 -10,660.41 10,633.76 -10,641.88 10,385.03 -10,396.05 14,936.82 7,299.39 -7,307.12 2,866.67

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
21112	22001111101	(,	(0,12,12,01,0)
11/03/08		570.89	1,521.81
11/04/08		-571.58	-1,523.42
12/01/08		451.00	1,197.23
12/02/08		-34,052.05	-90,381.31
01/02/09		634.63	1,676.95
01/05/09		-932.28	-2,462.36
01/14/09		1,686.22	4,447.72
02/02/09		900.88	2,369.89
02/03/09		-2,268.20	-5,965.93
03/02/09		941.54	2,465.83
03/03/09		-1,382.64	-3,620.50
04/01/09		986.78	2,573.19
04/02/09		-1,448.81	-3,777.45
04/03/09		-1,601.49	-4,174.91
04/07/09		1,601.49	4,172.43
04/21/09		16,527.50	42,970.26
05/01/09		833.72	2,164.39
05/04/09		-1,224.57	-3,177.64 570.81
05/06/09		220.04	
05/19/09 06/01/09		155.00 422.27	401.31 1,091.36
06/02/09		-621.11	-1,605.03
07/01/09		139.38	358.63
07/02/09		-205.00	-527.39
08/03/09		67.83	173.70
08/04/09		-99.76	-255.43
08/05/09		16,527.50	42,310.99
09/01/09		16.60	42.33
09/02/09		-24.41	-62.24
10/01/09		17.22	43.72
10/02/09		-25.32	-64.27
12/17/09		768.00	1,927.90
03/01/10		136.50	338.91
03/02/10		-200.78	-498.43
04/01/10		1,992.09	4,923.99
04/05/10		-311.23	-768.83
05/03/10		204.64	503.42
05/04/10		-301.06	-740.51
05/10/10		41.00	100.76
05/14/10		533.00	1,309.06
06/01/10		211.46	518.04
06/02/10		-260.71	-638.60
07/01/10		204.65	499.13
07/02/10		-248.70	-606.47
08/02/10		211.49	513.44
08/03/10		-255.09	-619.19

			FUTURE VALUE @
		RECEIPTS	BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(5.424264%)
08/19/10		37,276.27	90,267.43
09/01/10		210.18	508.06
09/02/10		-253.33	-612.27
10/01/10		201.64	485.25
10/04/10		-243.01	-584.54
11/01/10		208.38	499.24
11/02/10		-251.11	-601.52
11/19/10		4,450.00	10,632.80
12/01/10		201.54	480.70
12/02/10		-242.87	-579.19
01/03/11		208.05	493.87
01/04/11		-251.11	-596.00
02/01/11		208.07	491.87
02/02/11		-253.26	-598.61
03/01/11		187.95	442.33
03/02/11		-228.59	-537.89
03/23/11		6,136.59	14,394.90
04/01/11		207.96	487.24
04/04/11		-252.92	-592.32
05/02/11		100.46	234.29
05/03/11		-123.50	-287.98
06/01/11		103.81	241.06
06/02/11		-121.67	-282.49
06/27/11		400,000.00	925 , 278.57
07/01/11		98.28	227.21
07/05/11		-113.36	-261.91
08/01/11		34.73	79.93
08/02/11		-40.96	-94.26
08/10/11		58,289.49	133,975.83
09/01/11		34.03	77.97
09/02/11		-40.26	-92.23
09/19/11		63,550.00	145,222.44
10/03/11		32.24	73.52
10/04/11		-38.19	-87.08
10/20/11		10,000.00	22,746.61
11/01/11		47.85	108.66
11/02/11		-56.19	-127.59
12/01/11		47.17	106.64
12/02/11		-55.42	-125.28
01/03/12		48.75	109.69
01/04/12		-57.27	-128.84
01/25/12		7,793.97	17,480.01
02/01/12		32.38	72.56
02/02/12		-38.04	-85.23
02/29/12		18,784.55	41,916.84
03/01/12		30.19	67.35

			FUTURE VALUE @
		RECEIPTS	BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(5.424264%)
03/02/12		-35.50	-79.18
04/02/12		31.96	70.97
04/03/12		-37.62	-83.52
04/16/12		18,575.00	41,160.63
05/01/12		60.53	133.83
05/02/12		-71.32	-157.66
05/03/12		1,462.00	3,231.49
06/01/12		63.25	139.22
06/04/12		-74.59	-164.11
07/02/12		61.21	134.11
07/03/12		-72.18	-158.12
08/01/12		63.25	137.99
08/02/12		-74.59	-162.70
08/20/12		19,447.72	42,307.34
09/04/12		63.00	136.77
09/05/12		-74.34	-161.36
09/19/12		20,578.27	44,574.20
10/01/12		60.31	130.40
10/02/12		-71.28	-154.10
11/01/12		61.90	133.25
11/02/12		-73.24	-157.63
12/03/12		59.91	128.35
12/04/12		-71.27	-152.66
12/19/12		11,627.00	24,850.29
01/02/13		61.74	131.70
01/03/13		-74.93	-159.81
01/31/13 02/01/13		5,409.00 61.68	11,490.36 131.01
02/01/13		-78.46	-166.57
02/04/13		-78.40	-11.08
03/04/13		-1.72	-3.64
03/04/13		-8.20	-17.33
03/04/13		-1.82	-3.85
04/02/13		-5.80	-12.21
04/02/13		-1.90	-4.00
04/02/13		-10.96	-23.07
04/02/13		-2.02	-4.25
04/25/13		1,235.00	2,590.57
04/26/13		-379,756.65	-796,469.97
05/02/13		-5.62	-11.78
05/02/13		-1.84	-3.86
05/02/13		-12.76	-26.74
05/02/13		-1.95	-4.09
06/04/13		-5.80	-12.10
06/04/13		-1.90	-3.96
06/04/13		-15.73	-32.80
		. –	

		RECEIPTS	FUTURE VALUE @ BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(5.424264%)
06/04/13		-2.02	-4.21
07/02/13		-5.62	-11.67
07/02/13		-1.84	-3.82
07/02/13		-18.16	-37.72
07/02/13		-1.95	-4.05
07/30/13		84,924.51	175,641.82
08/02/13		-2.90	-6.00
08/02/13 08/02/13		-0.95 -10.10	-1.96 -20.88
08/02/13		-1.01	-2.09
09/04/13		-2.90	-5.97
09/04/13		-0.95	-1.95
09/04/13		-10.93	-22.49
09/04/13		-1.01	-2.08
09/13/13		6,146.94	12,632.16
10/02/13		23,075.00	47,286.11
10/02/13		-2.81	-5.76
10/02/13		-0.92	-1.89
10/02/13		-10.72	-21.97
10/02/13		-0.98	-2.01
10/10/13		8,846.94	18,107.91
10/17/13		7,225.00	14,772.75
10/17/13		2,300.00	4,702.74
10/17/13		2,513.35	5,138.97
11/04/13		-1.54	-3.14
11/04/13		-0.51	-1.04
11/04/13		-6.11	-12.46
11/04/13		-0.54	-1.10
11/18/13 11/18/13		9,020.00 2,342.90	18,358.13 4,768.43
12/03/13		-1.40	-2.84
12/03/13		-0.46	-0.93
12/03/13		-5.70	-11.58
12/03/13		-0.49	-1.00
12/05/13		2,699.52	5,480.38
01/03/14		-1.45	-2.93
01/03/14		-0.47	-0.95
01/03/14		-6.86	-13.87
01/03/14		-0.50	-1.01
01/10/14		5,950.00	12,016.59
02/04/14		-2.85	-5.74
02/04/14		-0.93	-1.87
02/04/14		-15.95	-32.10
02/04/14		-0.99	-1.99
02/27/14		20,585.00	41,283.90
03/04/14		-2.62	-5.25

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
03/04/14	1	-0.86	-1.72
03/04/14		-16.59	-33.24
03/04/14		-0.91	-33.24 -1.82
03/04/14		5,656.00	11,326.45
04/02/14		-2.90	-5.79
04/02/14		-0.95	-1.90
04/02/14		-19.77	-39.44
04/02/14		-1.01	-2.02
04/11/14		10,945.00	21,807.44
05/02/14		-1.40	-2.78
05/02/14		-0.46	-0.91
05/02/14		-10.06	-19.98
05/02/14		-0.49	-0.97
06/03/14		-1.45	-2.87
06/03/14		-0.47	-0.93
06/03/14	1	-11.40	-22.54
06/03/14	1	-0.50	-0.99
07/01/14	1	7,042.00	13,865.00
07/01/14	1	773.50	1,522.94
07/02/14	1	-1.40	-2.76
07/02/14	1	-0.46	-0.91
07/02/14	1	-12.11	-23.84
07/02/14	1	-0.49	-0.96
08/04/14	1	-5.80	-11.36
08/04/14		-1.90	-3.72
08/04/14		-51.30	-100.51
08/04/14		-2.02	-3.96
08/08/14		5,570.00	10,906.62
09/03/14		-5.80	-11.31
09/03/14		-1.90	-3.71
09/03/14		-54.12	-105.58
09/03/14		-2.02	-3.94
10/02/14		-5.62	-10.92
10/02/14		-1.84	-3.57
10/02/14		-170.63	-331.44
10/02/14		-1.95 2,775.00	-3.79
10/30/14		,	5,367.89
11/04/14 11/04/14		-2.90 -0.95	-5.61 -1.84
11/04/14		-123.19	-238.15
11/04/14		-1.01	-2.38.13
11/10/14		1,950.00	3,766.43
11/10/14		4,329.00	8,361.47
12/02/14		-2.81	-5.41
12/02/14		-0.92	-1.77
12/02/14		-119.21	-229.50
,, -,	-		223.00

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
12/02/14		-0.98	-1.89
01/05/15		-2.90	-5.56
01/05/15		-0.95	-1.82
01/05/15		-123.19	-236.00
01/05/15		-1.01	-1.93
02/03/15		-1.50	-2.86
02/03/15		-0.23	-0.44
02/03/15		-28.01	-53.44
02/03/15		-0.52	-0.99
02/04/15		7,885.00	15,040.87
03/03/15		-1.31	-2.49
03/03/15		-0.46	-0.87
04/02/15		-1.45	-2.74
04/02/15		-0.50	-0.95
05/04/15		-0.49	-0.92
05/04/15		-1.40	-2.64
06/02/15		-1.45	-2.72
06/02/15		-0.50	-0.94
07/02/15		-1.40	-2.61
07/02/15		-0.49	-0.91
08/04/15 08/04/15 09/02/15 09/02/15 10/02/15		-4.35 -1.51 -4.35 -1.51 -4.21 -1.46	-8.08 -2.80 -8.05 -2.79 -7.75 -2.69
11/03/15		-2.90	-5.31
11/03/15		-1.01	-1.85
12/02/15		-2.81	-5.13
12/02/15		-0.98	-1.79
01/05/16		-2.90	-5.27
01/05/16		-1.01	-1.83
02/02/16		-6.81	-12.32
02/02/16 03/02/16 04/04/16 04/04/16 05/03/16 05/03/16		-2.37 -6.77 -2.35 -7.23 -2.51 -7.00 -1.26	-4.29 -12.19 -4.23 -12.96 -4.50 -12.49 -2.25
05/03/16 06/02/16 06/02/16 07/05/16 07/05/16		-2.43 -7.23 -0.84 -2.51 -7.00 -2.43	-4.34 -12.85 -1.49 -4.46 -12.38 -4.30

			FUTURE VALUE @
		RECEIPTS	BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(5.424264%)
08/02/16		-14.47	-25.48
08/02/16		-5.02	-8.84
09/02/16		-14.47	-25.37
09/02/16		-5.02	-8.80
10/04/16		-14.00	-24.43
10/04/16		-4.86	-8.48
11/02/16		-28.00	-48.65
11/02/16		-9.73	-16.91
12/02/16		-28.00	-48.43
12/02/16		-9.73	-16.83
01/04/17		-28.93	-49.80
01/04/17		-10.05	-17.30
02/02/17		-57.51	-98.60
02/02/17		-19.97	-34.24
03/02/17		-53.72	-91.69
03/02/17		-18.66	-31.85
04/04/17		-59.48	-101.04
04/04/17		-20.66	-35.09
04/11/17		-250,000.00	-424,227.25
04/17/17		-3,000.00	-5,086.19
05/02/17		-57.56	-97.37
05/02/17		-19.99	-33.82
06/02/17		-59.48	-100.17
06/02/17		-20.66	-34.79
06/29/17		11,399.58	19,121.03
07/05/17		-57.56	-96.46
07/05/17		-19.99	-33.50
07/12/17		15,952.50	26,706.19
08/02/17		1,891.00	3,156.34
08/02/17		18,900.00	31,546.68
08/02/17		1,442.00	2,406.89
08/02/17		-84.77	-141.49
08/02/17		-29.44	-49.14
08/29/17		6,370.00	10,589.81
09/05/17		-91.78	-152.44
09/05/17		-31.88	-52.95
09/15/17		18,900.00	31,345.65
09/15/17		718.50	1,191.63
09/15/17		7,420.00	12,306.07
10/03/17		-91.87	-151.96
10/03/17		-31.91	-52.78
10/13/17		159,426.00	263,309.68
10/13/17		24,675.00	40,753.49
10/13/17		481.03	794.47
11/02/17		-97.03	-159.80
11/02/17		-33.70	-55.50

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
DATE 11/08/17 11/08/17 11/17/17 11/29/17 11/29/17 12/04/17 12/04/17 01/03/18 01/09/18 01/09/18 01/09/18	DESCRIPTION	$112,410.00 \\ 41,675.00 \\ 81,308.00 \\ 31,080.00 \\ 3,000.00 \\ 92,497.50 \\ 3,700.00 \\ -98.10 \\ -34.07 \\ -119.20 \\ -41.40 \\ 261,765.00 \\ 3,410.49 \\ 24,177.90 \\ \end{array}$	(5.424264%) 184,968.81 68,575.53 133,612.08 51,073.25 4,921.06 151,728.68 6,069.31 -160.80 -55.85 -194.54 -67.57 426,841.51 5,561.24 39,425.18
01/02/18 01/22/18 01/30/18 02/02/18 02/02/18 02/16/18 02/16/18 03/02/18 03/02/18 03/02/18 04/03/18		18,804.30 42,710.00 -3,410.49 -137.07 -47.61 232,605.00 26,208.00 373.50 -129.72 -45.06 -164.00	30,603.63 69,509.68 -5,543.91 -222.75 -77.37 377,211.74 42,501.09 605.70 -209.87 -72.90 -264.10
04/03/18 04/24/18 05/01/18 05/01/18 05/01/18 05/02/18 05/02/18 06/04/18 06/04/18		-56.96 8,210.00 186,204.22 82,700.87 51,445.02 102,966.00 -181.70 -63.11 -197.94 -68.75	-91.73 13,180.11 298,616.14 132,627.58 82,502.50 165,126.82 -291.35 -101.19 -315.88 -109.71
07/03/18 07/03/18 08/02/18 08/02/18 08/22/18 08/22/18 08/22/18 08/22/18 08/22/18 09/05/18 09/05/18 10/02/18		-205.48 -71.37 -224.07 -77.82 7,783.75 23,351.25 7,415.00 3,350.00 -226.34 -78.61 -227.87	-326.51 -113.41 -354.51 -123.12 12,278.52 36,835.55 11,696.83 5,284.47 -356.35 -123.76 -357.32

		RECEIPTS	FUTURE VALUE @ BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(5.424264%)
10/02/18		-79.14	-124.10
11/02/18		5,426.00	8,470.66
11/02/18		-258.26	-403.18
11/02/18		-89.70	-140.03
12/04/18		-258.01	-400.87
12/04/18		-89.61	-139.23
01/03/19		-278.71	-431.17
01/03/19		-96.80	-149.75
02/04/19		-293.96	-452.67
02/04/19		-102.10	-157.23
03/04/19		-266.60	-408.72
03/04/19		-92.59	-141.95
04/02/19		-296.99	-453.41
04/02/19		-103.15	-157.48
05/02/19		-288.90	-439.10
05/02/19		-100.34	-152.51
05/28/19		4,680.00	7,085.70
05/28/19		24,817.47	37,574.61
05/28/19		2,453.95	3,715.38
06/04/19		-296.27	-448.16
06/04/19 07/02/19		-102.90 -286.39	-155.66 -431.42
07/02/19		-99.47	-149.84
07/02/19		-291.58	-437.28
08/02/19		-101.27	-151.87
09/02/19		-288.68	-430.88
09/04/19		-100.26	-149.65
10/02/19		-254.47	-378.24
10/02/19		-88.38	-131.37
11/04/19		-258.31	-382.13
11/04/19		-89.72	-132.73
12/03/19		-217.60	-320.52
12/03/19		-75.58	-111.33
01/03/20		-192.56	-282.37
01/03/20		-66.88	-98.07
02/04/20		-183.68	-268.11
02/04/20		-63.80	-93.13
03/03/20		-166.74	-242.34
03/03/20		-57.91	-84.17
04/02/20		-176.59	-255.55
04/02/20		-61.33	-88.75
05/04/20		-99.40	-143.16
05/04/20		-34.52	-49.72
06/02/20		-1.45	-2.08
06/02/20		-0.50	-0.72
07/02/20		-1.40	-2.00

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
07/02/20		-0.49	-0.70
08/04/20		-1.45	-2.06
08/04/20		-0.50	-0.71
09/02/20		-1.45	-2.05
09/02/20		-0.50	-0.71
10/02/20		-1.40	-1.97
10/02/20		-0.49	-0.69
11/03/20		-1.45	-2.03
11/03/20		-0.50	-0.70
12/02/20		-1.40	-1.95
12/02/20		-0.49	-0.68
01/05/21		-1.45	-2.01
01/05/21		-0.50	-0.69
02/02/21		-1.45	-2.01
02/02/21		-0.50	-0.69
03/02/21		-1.31	-1.80
03/02/21		-0.46	-0.63
04/02/21		-1.45	-1.99
04/02/21		-0.50	-0.69
05/04/21		-1.40	-1.91
05/04/21		-0.49	-0.67
06/02/21		-1.45	-1.97
06/02/21		-0.51	-0.69
07/02/21		-1.40	-1.89
07/02/21		-0.49	-0.66
08/03/21		-1.45	-1.95
08/03/21		-0.50	-0.67
09/02/21		-1.45	-1.95
09/02/21		-0.50	-0.67
10/04/21		-1.40	-1.87
10/04/21		-1.40	-1.87
10/04/21		-0.49	-0.65
11/02/21		-1.45	-1.93
11/02/21		-0.50	-0.66
12/02/21		-1.40	-1.85
12/02/21		-0.49	-0.65
12/03/21		-1.71	-2.26
12/03/21 12/03/21 01/04/22 01/04/22 02/02/22 02/02/22 03/02/22 03/02/22		-0.59 -1.45 -0.51 -1.45 -0.50 -1.31 -0.46	-0.78 -1.91 -0.67 -1.90 -0.66 -1.71 -0.60
04/04/22		-1.45	-1.88
04/04/22		-0.50	-0.65
05/03/22		-1.40	-1.81

		RECEIPTS	FUTURE VALUE @ BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(5.424264%)
06/02/22		-1.45	-1.87
06/02/22		-0.50	-0.64
07/05/22		-35.10	-45.01
07/05/22		-12.19	-15.63
08/02/22		-88.49	-113.02
08/02/22		-30.73	-39.25
09/02/22		-149.42	-190.00
09/02/22		-51.90	-65.99
10/04/22		-242.87	-307.36
10/04/22		-84.35	-106.75
11/02/22		-280.82	-353.91
11/02/22		-97.53	-122.91
12/02/22		-360.79	-452.67
12/02/22		-125.31	-157.22
01/04/23		-464.21	-579.66
01/04/23		-161.23	-201.33
02/02/23		-511.71	-636.32
02/02/23		-177.72	-221.00
03/02/23		-509.70	-631.00
03/02/23		-177.03	-219.16
04/03/23		-606.38	-747.24
04/04/23		-210.60	-259.48
05/08/23		-594.68	-729.02
05/08/23		-206.54	-253.20
06/02/23		-648.96	-792.73
06/02/23		-225.39	-275.32
07/05/23		-658.49	-800.43
07/05/23 08/02/23		-228.71	-278.01
08/02/23		-687.32 -238.72	-832.13 -289.01
09/05/23		-687.70	-828.51
09/05/23		-238.85	-287.76
10/03/23		-696.69	-835.86
10/03/23		-241.97	-290.30
11/02/23		-722.43	-863.01
11/02/23		-250.91	-299.74
12/04/23		-699.12	-831.20
12/04/23		-242.82	-288.69
01/03/24		-724.16	-857.27
01/03/24		-251.51	-297.74
02/02/24		-721.90	-850.92
02/02/24		-250.73	-295.54
03/04/24		-674.07	-790.77
03/04/24		-234.12	-274.65

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
	Bal	564,276.80	659,411.57
	Acc	2,366.83	2,765.87
02/28/27	TOTALS:	226,045.44	-2,571,464.08
ISSUE DATE	02/28/27	REBATABLE ARBITRAGE:	-2,571,464.08
COMP DATE:		NET INCOME:	226,045.44
BOND YIELD		TAX INV YIELD:	0.845382%

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
03/12/07	Beg Bal	-694,354.17	-2,020,909.44
04/12/07		3,886.11	11,260.14
05/01/07		62,057.59	179,306.91
05/03/07		-3,886.11	-11,225.04
05/11/07		3,886.11	11,211.70
07/03/07		-9,003.01	-25,774.30
08/02/07		-2,501.56	-7,130.79
09/05/07		-2,497.17	-7,083.44
10/02/07		-2,441.45	-6,897.64
11/01/07		230,924.98	649,607.87
11/02/07		-5,214.52	-14,666.62
12/03/07		1,733.14	4,852.30
12/04/07		-3,961.88	-11,090.50
01/02/08		1,510.14	4,209.78
01/03/08		-3,436.03	-9,577.11
02/01/08		1,208.46	3,354.30
02/04/08		-2,736.84	-7,593.21
03/03/08		890.89	2,461.09
03/04/08		-2,010.89	-5,554.27
04/01/08		644.03	1,771.75
04/02/08		-1,450.11	-3,988.71
05/01/08		228,851.25	626,775.36
05/02/08		-1,660.07	-4,545.91
06/02/08		370.50	1,010.06
06/03/08		-1,291.35	-3,519.95
07/01/08		362.51	984.02
07/02/08		-1,258.62	-3,415.98
08/01/08		365.93	988.88
08/04/08		-1,265.36	-3,417.97
09/02/08		360.33	969.27
09/03/08		-1,241.47	-3,339.01
10/01/08		255.34	683.90
10/02/08		-876.38	-2,346.94
11/03/08		228,013.99	607,811.96
11/04/08		-53.78	-143.34
12/01/08		5.38	14.28
12/02/08		6,138.88	16,293.88
02/28/27	TOTALS:	30,324.79	-28,652.70
COMP DATE	TE: 03/12/07 C: 02/28/27 D: 5.424264%	NET INCOME:	-28,652.70 30,324.79 4.046287%

NatureWalk Community Development District (Walton County, Florida) \$8,295,000 Series 2007A \$11,705,000 Series 2007B Capital Improvement Revenue Bonds 2007B Capitalized Interest Fund

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
03/12/07	Beg Bal	-953,611.02	-2,775,473.38
05/01/07		84,384.59	243,817.71
07/03/07		-9,853.18	-28,208.21
08/02/07		-2,737.79	-7,804.17
08/09/07		2,385.00	6,791.46
09/05/07		-2,701.80	-7,663.89
10/02/07		-2,630.91	-7,432.91
11/01/07		309,188.96	869,769.84
11/02/07		-6,447.85	-18,135.55
12/03/07		-2,401.69	-6,724.05
01/02/08		2,094.06	5,837.56
01/03/08		-4,169.39	-11,621.17
02/01/08		1,673.99	4,646.46
02/04/08		-3,320.98	-9,213.87
03/03/08		1,233.17	3,406.64
03/04/08		-2,440.09	-6,739.76
04/01/08 04/02/08		890.98 -1,759.62	2,451.11 -4,840.05
04/02/08		306,433.72	839,257.39
05/02/08		-2,014.38	-5,516.14
06/02/08		528.17	1,439.90
06/03/08		-1,520.48	-4,144.51
07/01/08		516.31	1,401.51
07/02/08		-1,481.96	-4,022.13
08/01/08		520.66	1,407.03
08/04/08		-1,489.89	-4,024.47
09/02/08		512.24	1,377.91
09/03/08		-1,461.76	-3,931.50
10/01/08		362.65	971.32
10/02/08		-1,031.88	-2,763.37
11/03/08		305,488.83	814,334.97
11/04/08		-76.33	-203.44
12/01/08		12.62	33.50
12/02/08		26,830.47	71,213.71
02/28/27	TOTALS:	41,905.42	-40,304.56

ISSUE DATE:	03/12/07	REBATABLE ARBITRAGE:	-40,304.56
COMP DATE:	02/28/27	NET INCOME:	41,905.42
BOND YIELD:	5.424264%	TAX INV YIELD:	4.027653%

ISSUE DAT		REBATABLE ARBITRAGE:	-402.86
02/28/27	TOTALS:	1,560.28	-402.86
03/06/08		84.58	233.55
03/04/08		-0.15	-0.41
03/03/08		0.15	0.41
02/04/08		-84.43	-234.25
02/01/08		84.43	234.35
01/29/08		33,335.38	92,555.88
01/03/08		-112.82	-314.46
01/02/08		112.82	314.51
12/04/07		-130.10	-364.19
12/03/07		130.10	364.24
11/02/07		-139.62	-392.70
11/01/07		139.62	392.76
08/14/07		2,705.55	7,698.52
06/15/07		7,948.00	22,814.93
05/11/07		-3,886.11	-11,211.70
04/09/07		4,662.87	13,516.86
03/15/07		12,460.01	36,248.54
03/12/07	-	90,250.00	262,671.54
03/12/07	Beg Bal	-146,000.00	-424,931.24
DATE	DESCRIPTION	(PAYMENTS)	(5.424264%)
		RECEIPTS	BOND YIELD OF
			FUTURE VALUE @

COMP	DATE:	02/28/27	NET	INCOME:	1,560.28
BOND	YIELD:	5.424264%	TAX	INV YIELD:	4.967626%

		RECEIPTS	FUTURE VALUE @ BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(5.424264%)
03/12/07	Beg Bal	-566,837.50	-1,649,773.71
07/03/07		9,003.01	25,774.30
08/02/07		2,501.56	7,130.79
09/05/07		2,497.17	7,083.44
10/02/07		2,441.45	6,897.64
11/01/07		2,402.04	6,757.10
12/03/07		2,228.74	6,239.84
01/02/08		1,925.89	5,368.75
02/01/08		1,528.38	4,242.29
03/03/08		1,120.00	3,094.01
04/01/08		806.08	2,217.55
05/01/08		921.32	2,523.30
06/02/08 07/01/08		920.85 896.11	2,510.42
08/01/08		899.43	2,432.46
09/01/08		899.43	2,430.61 2,370.23
10/01/08		621.04	1,663.39
11/03/08		130.28	347.28
11/04/08		-130.28	-347.23
12/01/08		294.97	783.03
01/02/09		142.90	377.60
02/02/09		202.76	533.39
03/02/09		211.77	554.61
04/01/09		221.82	578.43
05/01/09		187.65	487.15
06/01/09		95.46	246.72
07/01/09		31.50	81.05
08/03/09		15.33	39.26
08/04/09		7,556.45	19,347.66
09/01/09		3.73	9.51
10/01/09		3.86	9.80
03/01/10		30.65	76.10
04/01/10		47.50	117.41
05/03/10		328,780.32	808,813.39
06/01/10 06/16/10		21.38 8,135.31	52.38 19,885.67
07/01/10		18.61	45.39
08/02/10		18.89	45.86
09/01/10		18.89	45.66
10/01/10		18.28	43.99
10/01/10		18.89	45.46
11/01/10		18.28	43.80
01/03/11		18.89	44.84
02/01/11		18.89	44.66
03/01/11		17.06	40.15
04/01/11		18.89	44.26

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
05/02/11		9.14	21.32
05/09/11		51,607.99	120,234.36
06/01/11		7.82	18.16
07/01/11		7.02	16.23
08/01/11		2.90	6.67
09/01/11		2.90	6.64
10/03/11		2.81	6.41
11/01/11		4.26	9.67
12/01/11		4.21	9.52
01/03/12		4.35	9.79
02/01/12		2.89	6.48
03/01/12		2.71	6.05
04/02/12		2.89	6.42
05/01/12		5.51	12.18
06/01/12		5.79	12.74
07/02/12		5.60	12.27
08/01/12		5.79	12.63
09/04/12		5.79	12.57
10/01/12		5.60	12.11
11/01/12		5.79	12.46
12/03/12		5.60	12.00
01/02/13		5.79	12.35
02/01/13		5.80	12.32
03/04/13		5.24	11.08
04/02/13		5.80	12.21
05/02/13		5.62	11.78
06/04/13		5.80	12.10
07/02/13		5.62	11.67
08/02/13		2.90	6.00
09/04/13		2.90	5.97
10/02/13		2.81	5.76
11/04/13		1.54	3.14
12/03/13		1.40	2.84
01/03/14		1.45	2.93
02/04/14		2.85	5.74
03/04/14		2.62	5.25
04/02/14		2.90	5.79
05/02/14		1.40	2.78
06/03/14		1.45	2.87
07/02/14		1.40	2.76
08/04/14		5.80	11.36
09/03/14		5.80	11.31
10/02/14		5.62	10.92
11/04/14		2.90	5.61
12/02/14		2.81	5.41
01/05/15		2.90	5.56

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
02/03/15		1.50	2.86
03/03/15		1.31	2.49
04/02/15		1.45	2.74
05/04/15		1.40 1.45	2.64 2.72
07/02/15		1.40 4.35	2.61 8.08
09/02/15		4.35	8.05
10/02/15		4.21	7.75
11/03/15		2.90	5.31
12/02/15		2.81	5.13
01/05/16		2.90	5.27
02/02/16		6.81	12.32
03/02/16		6.77	12.19
04/04/16		7.23	12.96
05/03/16		7.00	12.49
06/02/16		7.23	12.85
07/05/16		7.00	12.38
08/02/16		14.47	25.48
09/02/16		14.47	25.37
10/04/16		14.00	24.43
11/02/16		28.00	48.65
12/02/16		28.00	48.43
01/04/17		28.93	49.80
02/02/17		57.51	98.60
03/02/17		53.72	91.69
04/04/17		59.48	101.04
05/02/17		57.56	97.37
06/02/17		59.48	100.17
07/05/17		57.56	96.46
08/02/17		84.77	141.49
09/05/17		91.78	152.44
10/03/17		91.87	151.96
11/02/17		97.03	159.80
12/04/17		98.10	160.80
01/03/18		119.20	194.54
02/02/18		113.20 137.07 129.72	222.75 209.90
04/03/18		164.00 181.70	263.30 264.10 291.35
06/04/18		197.94	315.88
07/03/18		205.48	326.51
08/02/18		224.07	354.51
09/05/18		226.34	356.35
10/01/18		227.87	357.38
11/02/18		258.26	403.18

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
12/04/18		258.01	400.87
01/03/19		278.71	431.17
02/04/19		293.96	452.67
03/04/19		266.60	408.72
04/02/19		296.99	453.41
05/02/19		288.90	439.10
06/04/19		296.27	448.16
07/02/19		286.39	431.42
08/02/19		291.58	437.28
09/04/19		288.68	430.88
10/02/19		254.47	378.24
11/04/19		258.31	382.13
12/03/19		217.60	320.52
01/03/20		192.56	282.37
02/04/20		183.68	268.11
03/03/20		166.74	242.34
04/02/20		176.59	255.55
05/04/20		99.40	143.16
06/02/20		1.45	2.08
07/02/20		1.40	2.00
08/04/20		1.45	2.06
09/02/20		1.45	2.05
10/02/20		1.40	1.97
11/03/20		1.45	2.03
12/02/20 01/05/21		1.40 1.45	1.95 2.01
01/03/21		1.45	2.01
03/02/21		1.31	1.80
04/02/21		1.45	1.00
05/04/21		1.40	1.91
06/02/21		1.45	1.97
07/02/21		1.40	1.89
08/03/21		1.45	1.95
09/02/21		1.45	1.95
10/04/21		1.40	1.87
11/02/21		1.45	1.93
12/02/21		1.40	1.85
12/03/21		1.71	2.26
01/04/22		1.45	1.91
02/02/22		1.45	1.90
03/02/22		1.31	1.71
04/04/22		1.45	1.88
05/03/22		1.40	1.81
06/02/22		1.45	1.87
07/05/22		35.10	45.01
08/02/22		88.49	113.02

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
09/02/22		149.42	190.00
10/04/22		242.87	307.36
11/02/22		280.82	353.91
12/02/22		360.79	452.67
01/04/23		464.21	579.66
02/02/23		511.71	636.32
03/02/23		509.70	631.00
04/04/23		606.38	747.13
05/08/23		594.68	729.02
06/02/23		648.96	792.73
07/05/23		658.49	800.43
08/02/23		687.32	832.13
09/05/23		687.70	828.51
10/03/23		696.69	835.86
11/02/23		722.43	863.01
12/04/23		699.12	831.20
01/03/24		724.16	857.27
02/02/24		721.90	850.92
03/04/24		674.07	790.77
03/31/24	Bal	170,803.40	199,600.16
03/31/24	Acc	720.56	842.04
02/28/27	TOTALS:	52,526.26	-362,790.05

ISSUE DATE:	03/12/07	REBATABLE ARBITRAGE:	-362,790.05
COMP DATE:	02/28/27	NET INCOME:	52,526.26
BOND YIELD:	5.424264%	TAX INV YIELD:	1.265328%

		RECEIPTS	FUTURE VALUE @ BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(5.424264%)
03/12/07	Beg Bal	-620,365.00	-1,805,564.86
07/03/07		9,853.18	28,208.21
08/02/07		2,737.79	7,804.17
08/09/07		9,540.00	27,165.84
09/05/07		2,701.80	7,663.89
10/02/07		2,630.91	7,432.91
11/01/07		2,588.45	7,281.49
12/03/07		2,401.69	6,724.05
01/02/08		2,075.33	5,785.34
02/01/08		1,646.99	4,571.52
03/03/08		1,206.92	3,334.13
04/01/08		868.64	2,389.66
05/01/08		992.81	2,719.10
06/02/08		992.31	2,705.23
07/01/08		965.65	2,621.23
08/01/08		969.23	2,619.24
09/02/08 10/01/08		949.52 669.23	2,554.17 1,792.46
11/03/08		140.39	374.23
11/03/08		-140.39	-374.18
12/01/08		317.86	843.79
01/02/09		153.99	406.90
02/02/09		218.49	574.77
03/02/09		228.21	597.67
04/01/09		239.03	623.31
05/01/09		202.21	524.95
06/01/09		102.87	265.87
07/01/09		33.95	87.35
08/03/09		16.52	42.30
09/01/09		4.06	10.35
10/01/09		4.22	10.71
03/01/10		33.47	83.10
04/01/10		51.88	128.24
05/03/10		305,462.70	751,451.07
06/01/10		27.61	67.64
06/16/10		-8,135.31	-19,885.67
06/23/10		11,328.00	27,660.98
07/01/10		25.19	61.44
07/06/10		17,033.73	41,513.05
08/02/10 09/01/10		2,744.30	6,662.36
09/01/10		24.00 4,875.88	58.01 11,735.58
10/01/10		4,875.88	54.96
10/01/10		22.84	56.49
11/30/10		7,286.28	17,381.34
12/01/10		22.80	54.38
12/01/10		22.00	51.50

		RECEIPTS	FUTURE VALUE @ BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(5.424264%)
12/10/10		1,566.69	3,731.77
12/28/10		6,333.02	15,044.60
01/03/11		22.79	54.10
01/21/11		3,703.75	8,768.52
02/01/11		22.17	52.41
03/01/11		19.85	46.72
03/24/11		1,228.12	2,880.43
04/01/11		21.94	51.40
04/19/11		8,596.25	20,086.86
05/02/11		10.44	24.35
05/09/11		157,489.46	366,913.03
06/01/11		5.61	13.03
07/01/11		3.76	8.69
08/01/11		1.55	3.57
09/01/11		1.55	3.55
09/21/11 09/29/11		10,323.10	23,583.01
10/03/11		21,740.95 1.42	49,607.92 3.24
11/01/11		1.42	3.36
12/01/11		1.46	3.30
01/03/12		1.51	3.40
02/01/12		1.00	2.24
03/01/12		0.94	2.10
04/02/12		1.00	2.22
05/01/12		1.91	4.22
06/01/12		2.01	4.42
07/02/12		1.95	4.27
08/01/12		2.01	4.39
09/04/12		2.01	4.36
10/01/12		1.95	4.22
11/01/12		2.01	4.33
12/03/12		1.95	4.18
01/02/13		2.01	4.29
02/01/13		2.02	4.29
03/04/13		1.82	3.85
04/02/13		2.02	4.25
05/02/13		1.95	4.09
06/04/13		2.02	4.21
07/02/13		1.95	4.05
08/02/13		1.01	2.09
09/04/13 10/02/13		1.01 0.98	2.08 2.01
11/04/13		0.98	1.10
12/03/13		0.49	1.00
01/03/14		0.49	1.00
02/04/14		0.99	1.99
02/04/14		0.99	1.55

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
03/04/14		0.91	1.82
04/02/14		1.01	2.02
05/02/14		0.49	0.97
06/03/14		0.50	0.99
07/02/14		0.49	0.96
08/04/14		2.02	3.96
09/03/14		2.02	3.94
10/02/14		1.95	3.79
11/04/14		1.01	1.95
12/02/14		0.98	1.89
01/05/15		1.01	1.93
02/03/15 03/03/15		0.52	0.99 0.87
03/03/15		0.46 0.50	0.87
04/02/13		0.49	0.93
06/02/15		0.50	0.94
07/02/15		0.49	0.91
08/04/15		1.51	2.80
09/02/15		1.51	2.79
10/02/15		1.46	2.69
11/03/15		1.01	1.85
12/02/15		0.98	1.79
01/05/16		1.01	1.83
02/02/16		2.37	4.29
03/02/16		2.35	4.23
04/04/16		2.51	4.50
05/03/16		2.43	4.34
06/02/16		2.51	4.46
07/05/16		2.43	4.30
08/02/16		5.02 5.02	8.84 8.80
10/04/16		4.86	8.48
11/02/16		9.73	16.91
12/02/16		9.73	16.83
01/04/17		10.05	17.30
02/02/17		19.97	34.24
03/02/17		18.66	31.85
04/04/17		20.66	35.09
05/02/17		19.99	33.82
06/02/17		20.66	34.79
07/05/17		19.99	33.50
08/02/17		29.44	49.14
09/05/17		31.88	52.95
10/03/17		31.91	52.78
11/02/17		33.70	55.50
12/04/17		34.07	55.85

DATE DES	CRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
01/03/18 02/02/18		41.40 47.61	67.57 77.37
03/01/18		45.06	72.91
04/03/18		56.96	91.73
05/02/18		63.11	101.19
06/04/18		68.75	109.71
07/03/18		71.37	113.41
08/02/18 09/05/18		77.82 78.61	123.12
10/01/18		78.61	123.76 124.12
11/02/18		89.70	140.03
12/04/18		89.61	139.23
01/03/19		96.80	149.75
02/04/19		102.10	157.23
03/04/19		92.59	141.95
04/02/19		103.15	157.48
05/02/19		100.34	152.51
06/04/19		102.90	155.66
07/02/19		99.47	149.84
08/02/19		101.27	151.87
09/04/19		100.26	149.65
10/02/19 11/04/19		88.38 89.72	131.37 132.73
12/03/19		75.58	132.73
01/03/20		66.88	98.07
02/04/20		63.80	93.13
03/03/20		57.91	84.17
04/02/20		61.33	88.75
05/04/20		34.52	49.72
06/02/20		0.50	0.72
07/02/20		0.49	0.70
08/04/20		0.50	0.71
09/02/20		0.50	0.71
10/02/20		0.49	0.69
11/03/20		0.50	0.70
12/02/20 01/05/21		0.49 0.50	0.68 0.69
02/02/21		0.50	0.69
03/02/21		0.30	0.63
04/02/21		0.50	0.69
05/04/21		0.49	0.67
06/02/21		0.51	0.69
07/02/21		0.49	0.66
08/03/21		0.50	0.67
09/02/21		0.50	0.67
10/04/21		0.49	0.65

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.424264%)
11/02/21		0.50	0.66
12/02/21		0.49	0.65
12/03/21		0.59	0.78
01/04/22		0.51	0.67
02/01/22		0.50	0.66
03/02/22		0.46	0.60
04/04/22		0.50	0.65
05/03/22		0.49	0.63
06/02/22		0.50	0.64
07/05/22		12.19	15.63
08/02/22		30.73	39.25
09/02/22		51.90	65.99
10/04/22		84.35	106.75
11/02/22		97.53	122.91
12/02/22		125.31	157.22
01/04/23		161.23	201.33
02/02/23		177.72	221.00
03/02/23		177.03	219.16
04/03/23		210.60	259.52
05/08/23		206.54	253.20
06/02/23		225.39 228.71	275.32 278.01
07/05/23 08/02/23		228.71 238.72	278.01 289.01
08/02/23		238.85	289.01 287.76
10/03/23		241.97	290.30
11/02/23		250.91	299.74
12/04/23		242.82	288.69
01/03/24		251.51	297.74
02/02/24		250.73	295.54
03/04/24		234.12	274.65
03/31/24	Bal	59,322.73	69,324.30
03/31/24	Acc	250.27	292.46
02/28/27	TOTALS:	42,842.45	-271,923.96
ISSUE DAT COMP DATH BOND YIEI	E: 02/28/27	REBATABLE ARBITRAGE: NET INCOME: TAX INV YIELD:	-271,923.96 42,842.45 1.469296%

ARBITRAGE REBATE CALCULATION DETAIL REPORT

			FUTURE VALUE @
		RECEIPTS	BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(5.424264%)
02/28/08		-1,430.00	-3,953.32
02/28/09		-1,490.00	-3,904.53
02/28/10		-1,500.00	-3,725.89
02/28/11		-1,520.00	-3,578.82
02/28/12		-1,550.00	-3,459.27
02/28/13		-1,590.00	-3,363.61
02/28/14		-1,620.00	-3,248.48
02/28/15		-1,650.00	-3,136.21
02/28/16		-1,650.00	-2,972.78
02/28/17		-1,670.00	-2,852.01
02/28/18		-1,700.00	-2,751.95
02/28/19		-1,730.00	-2,654.57
02/28/20		-1,760.00	-2,559.87
02/28/21		-1,780.00	-2,454.04
02/28/22		-1,830.00	-2,391.49
02/28/23		-1,960.00	-2,427.90
02/28/24		-2,070.00	-2,430.53
02/28/27	TOTALS:	-28,500.00	-51,865.26

ISSUE DATE: 03/12/07 REBATABLE ARBITRAGE: -51,865.26 COMP DATE: 02/28/27 BOND YIELD: 5.424264%

Tab 2

1			
2		MINUTES OF	MEETING
3 4 5 6 7 8	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 recor- of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.		
9	NATUREWALK		
10	СОМІ		PMENT DISTRICT
11			
12 13 14 15 16	The special meeting of the Board of Supervisors of the NatureWalk Community Development District was held on Thursday, June 6, 2024, at 12:01 p.m. at the Walton Area Chamber of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, FL 32459.		
10 17 18	Present and constituting a qu	uorum:	
19	Jonette Coram	Board Supervis	or, Chairman
20	Todd Egizii	-	or, Vice Chairman
21	Mike Grubbs	Board Supervis	or, Assistant Secretary
22 23	Danell Head	Board Supervis	or, Assistant Secretary
24 25	Also present were:		
26 27 28 29	Holly Bailey Melissa Dobbins Katie Buchanan		-
29 30	Jess Smith		vider, GreenEarth
30 31	Jim Martelli		er, Innerlight Engineering
32	on in Martein	(via speakerphor	
33		(via opeanorprier	
34 35	Audience	Present	
35 36 37	FIRST ORDER OF BUSINE	SS	Call to Order
38 39	Ms. Bailey called the meeting	g to order at 12:02	p.m. and confirmed there was a quorum.
40 41	SECOND ORDER OF BUSIN	NESS	Audience Comments on Agenda Items
42 43 44 45	There no audience members	commented.	

46 THIRD ORDER OF BUSINESS

FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the Budget Workshop held on April 4, 2024

48

49 Ms. Bailey presented the minutes of the budget workshop asked if any changes were 50 requested. No changes were requested.

51

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board approved the Minutes of the Budget Workshop held on April 4, 2024, for NatureWalk Community Development District.

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Consideration of the Minutes of the of the Board of Supervisor Meeting held on May 2, 2024

Ms. Bailey presented the minutes of Board of Supervisors meeting and asked if any changes were requested. No changes were requested.

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board approved the Minutes of the Board of Supervisors Meeting held on May 2, 2024, for NatureWalk Community Development District.

60

FIFTH ORDER OF BUSINESS 61

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63 64

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Ratification of the Operations and Maintenance Expenditures for the Month of April 2024

Ms. Bailey reviewed the maintenance expenditures with the Board and asked if there were any questions. There were none.

66 67

> On a motion by Ms. Coram seconded by Ms. Head, with all in favor, the Board ratified Operations and Maintenance Expenditures for the Month of April 2024, in the amount of \$73,395.30, for NatureWalk Community Development District.

68

73

69 SIXTH ORDER OF BUSINESS 70

Staff Reports

71 A. District Landscape Provider 72

1. Presentation of District Landscaping Reports

74 Ms. Smith reviewed the landscaping reports with the Board and asked if there were 75 any questions. Ms. Smith informed the Board that the Salamander Circle trees 76 adjacent to parking pads have been trimmed. During the June community 77 inspection, Ms. Coram identified a number of streetlights which needed tree 78 branches trimmed away from their fixtures. A list of the post numbers was compiled 79 and will be given to the crew, who will begin trimming during the week of June 10th.

47

80		
81		
82	2.	Discussion of 2025 Green Earth Contract for Budgetary Purposes
83		1. Base Contract
84		2. Contract with Additional Community Trim
85		
86		Ms. Smith reviewed the scopes of service for the two contracts for the District's
87		landscaping services and stated there is a 3% increase in the contract due to an
88		increase in the CPI (consumer price index). Ms. Smith reviewed the differences in
89		both contracts and gave her recommendation to include an additional community
90		trim.
91		
92		Ms. Coram suggested that in FY25-26, rather than continuing to only trim trees off of
93		roadways, the District should seek an arborist to provide structural, internal pruning
94		of oaks as is done in other communities, such as Watercolor. This would benefit tree
95		health, but is not included in either contract option before the Board.
96		
97		Ms. Coram and Mr. Egizii discussed whether bed plants require fertilization. Ms.
98		Smith stated that grasses do not, but that the perennial drift roses on the
99		Sandgrass entranceway medians would benefit from an application.
100		canagrado entranoeway mediano would benent nom an application.
100		Ms. Head commented on the appearance of the landscaping along the community
101		entranceway. Ms. Coram & Mr. Egizii gave historical data regarding the planting
102		of annuals at the NatureWalk signs, which are now the responsibility of the HOA,
103		and the associated costs.
104		
105		Ma. Corom suggested using funds from the Penlasement Plants and Trees
		Ms. Coram suggested using funds from the Replacement Plants and Trees
107		budget line item to change out the three drift roses on the CR395 bed in favor of
108		deer resistant plant materials that will provide more impact and color, rather than
109		adding annuals to the scope of service in the landscaping contract. Ms. Smith will
110		provide a proposal, to include sufficient irrigation for new plants.
111		
	Ona	a motion by Mr. Grubbs, seconded by Ms. Head, with all in favor, the Board approved
		FY2025 Green Earth Landscape Services Contract with the additional community
		, for the total of \$154,885.50, for NatureWalk Community Development District.
110		
112		etriet Coursel
113		strict Counsel
114	١.	Parcels Update
115		Ms. Buchanan provided an update on Tract H and recommended putting
116		together an agreement for access.
117		Ma. Compare in a visual visual difficult in a visual de la visual for Tract II
118		Ms. Coram inquired why additional insurance would be required for Tract H.
119		
120		Mr. Egizii discussed his concerns regarding insuring New Naturewalk property,
121		since access to/through that tract has never been fully restricted, even before

122 developer turnover. The existing gate allows pedestrian and bicycle traffic to and 123 from the Point Washington State Forest. 124 125 Ms. Buchanan stated that Eqis does not typically like to insure private entities 126 because the District's liability insurance is capped by sovereign immunity. District 127 Counsel will contact New Naturewalk LLC with the Boards concerns and if 128 possible, work on an agreement. 129 130 Ms. Coram inquired how EGIS responded regarding additionally insuring Tract H in 131 light of Ms. Buchanan's input. Ms. Bailey stated that she will send that information 132 over to the Board via email. 133 134 Ms. Buchanan stated that Tract F has a proposed settlement agreement, but no 135 details have been received by District Counsel to date. 136 137 Ms. Buchanan stated that Tract E is going to proceed with the same development 138 plan discussed by the prior owner, but there are still open items of discussion. 139 140 C. District Engineer 141 1. Presentation of Pond 12 Survey Results 142 143 Mr. Martelli discussed the survey findings and his recommendations for bulkhead 144 replacement. 145 146 Ms. Coram confirmed the Board had received the photos associated with the lot 147 survey. Discussion of encroachments noted by the District Engineer ensued. 148 149 Ms. Coram inquired if any of the encroachments would cause issues for the bulkhead 150 replacement. 151 152 Mr. Martelli responded it is possible in two areas: 28 and 36 Salamander Circle. 153 154 Ms. Coram stated that the current owner of 28 Salamander was not notified by the 155 previous owner of the encroachment notice sent by the District Manager in 156 December, 2022. Ms. Coram stated that there are several steps involved in notifying 157 a property owner of encroachment detailed in District policy. 158 159 The Board requested the District Manager contact the owners of 28 and 36 160 Salamander to explain the pre-existing encroachments and gave Ms. Bailey 161 authorization to send out a 45-day notice to the property owners regarding the pre-162 existing encroachments if necessary. 163 164 2. Presentation of Petition for Speed Limit Reduction at CR395 165

- 166 Mr. Martelli reviewed the petition for speed limit reduction at CR395, to be presented 167 to the Walton County Board of County Commissioners by County Engineer Chance 168 Powell if approved.
- 169
- 170 Mr. Egizii requested that Mr. Martelli emphasize within the petition that a recent 171 car crash on CR395 near the NatureWalk entrance was fatal.
- 172

On a motion by Ms. Coram, seconded by Mr. Egizii, with all in favor, the Board approved Mr. Martelli to amend the report to be presented by Chance Powell to the Walton County BCC for Speed Limit Reduction at CR395, for NatureWalk Community Development District.

- 173
- 174 D. District Manager Report 175 1. Presentation of District Manager Report 176 177 Ms. Coram stated that Pat Shea will pour the concrete pad at the west approach of Bridge 1 beginning Wednesday of next week. The project requires two days to 178 179 complete as half of the pad will be done each day. Following cure time, Mike Wyatt 180 from Coastal Seal will install six speed bumps and their required signage at Bridges 1-2-3. Ms. Coram made some inquiries to Mr. Martelli regarding the project. 181 182 183 184 Ms. Bailey informed the Board that she experienced difficulty exiting her vehicle on 185 Salamander Circle at Pond 13 due to the aggressiveness of the ducks, whose 186 number has increased to seven. Discussion ensued amongst the Board regarding 187 liability of allowing the ducks to remain. 188 189 190 Ms. Buchanan stated there is low liability for the District, as it did not introduce the 191 ducks to the pond. The issue was tabled, but will be revisited if additional formal 192 complaints are received. 193 194 SEVENTH ORDER OF BUSINESS Discussion & Consideration of Pond 195 28 Beaver & Weir Proposals 196 197 Mr. Martelli informed the Board that a vendor may have been found for this project; 198 he is waiting for their proposal. 199 200 The Board tabled this agenda item until the July 11, 2024 meeting. 201 202 EIGHTH ORDER OF BUSINESS Consideration of Pond 12 Bulkhead 203 **Replacement Proposals** 204 205 Ms. Bailey presented the proposals to the Board of Supervisors and asked if there 206 were any questions.

Mr. Grubbs discussed items within the Gorman proposal He inquired if the vendor can add a schedule of the number of days the project will take to complete and amend the payment schedule to state that the final check will not be sent until after Mr. Martelli certifies the project as completed satisfactorily.

Mr. Martelli confirmed the perpendicular placement of the boards regarding the bulkheads.

214

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On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board approved Gorman's contract for the Pond 12 Bulkhead Replacement NTE \$28,000, for NatureWalk Community Development District.

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Ms. Bailey presented the proposal to the Board of Supervisors and asked if there were any questions. There were none.

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On a motion by Ms. Head, seconded by Mr. Egizii, with all in favor, the Board approved the Green Earth proposal for palm tree trim by Any Time Tree, in the amount of \$3,305.71 for NatureWalk Community Development District.

222 223 224

225

TENTH ORDER OF BUSINESS
TENTH ORDER OF BUSINESS
TENTH ORDER OF BUSINESS

NINTH ORDER OF BUSINESS

Ratification of District Work Authorizations

Consideration of Green Earth Palm

Tree Trim Proposal

1. GE WA#24-07 Tree Stake

Ms. Bailey presented the work authorization to the Board of Supervisors and asked if there were any questions. There were none.

233 234

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231 232

On a motion by Ms. Head, seconded by Mr. Grubbs, with all in favor, the Board ratified GE WA#24-07 Tree Stake, for NatureWalk Community Development District.

235 236

- 2. GE Irrigation Repair WA#24-08 Phase 3 Mainline Break
- 237
 238 Ms. Bailey presented the work authorization to the Board of Supervisors and asked
 239 if there were any questions. There were none.

240

On a motion by Ms. Head, seconded by Mr. Egizii, with all in favor, the Board ratified GE WA#24-08 Phase 3 Mainline Break, for NatureWalk Community Development District. 241 242 3. GE Irrigation Repair WA#24-09 May Audit Repairs 243 244 Ms. Coram presented the work authorization to the Board of Supervisors and asked 245 if there were any questions. There were none. 246 On a motion by Ms. Head, seconded by Mr. Egizii, with all in favor, the Board ratified GE WA#24-09 May Audit Repairs, for NatureWalk Community Development District. 247 248 4. Virgin Brothers WA#9 Bridge 1 Pedestrian Walkway Board Replacement 249 250 Ms. Coram presented the work authorization to the Board of Supervisors. The project 251 has a lead time of 3-4 weeks and an expected duration of 5 weeks once materials 252 are received. 420 3x8x8 #1' boards are being replaced, with 210 installed on each 253 end of the north side of the Bridge 1 pedestrian walkway, working towards the middle. 254 Guardrails will be replaced, if necessary, funded by an additional work authorization. 255 256 On a motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board ratified the Virgin Brothers WA#9 Bridge 1 Pedestrian Walkway Board Replacement, in the amount of \$43,680.00, for NatureWalk Community Development District. 257 ELEVENTH ORDER OF BUSINESS 258 Discussion & Consideration of District 259 Towing Provider Bid 260 261 Ms. Bailey presented the proposal to the Board of Supervisors and asked if there 262 were any questions. Ms. Coram stated that District Counsel has no objections to the GOA 263 (Gone on Arrival) fee requirement and has prepared a contract for signature. 264 265 Ms. Buchanan advised the Board that Kutak Rock research division has the ability to 266 run the plates of abandoned vehicles to potentially identify the owners. 267 New towing provider signs are required on the Sandgrass entranceway and at Sage 268 269 Circle. Mr. Grubbs offered to procure uv and waterproof labels which list the contact 270 information of Jimmy's Towing Pros, to be applied to the existing signs. 271 272 Discussion ensued amongst board members regarding towing procedure. 273

TWELFTH ORDER OF BUSINESS	Discussion and Consideratio Parking Signage
Ms. Coram presented a map of the within the community. Discussion ensued rules and signage.	e existing non-FDOT signage currently in amongst the board members regarding p
Ms. Coram suggested that the Dist previously installed by the HOA as these Parking and Towing Policy more fully than Circle.	
On a motion by Ms. Coram, seconded by approved the CDD assuming responsibilition NatureWalk Community Development D	ty for Parking Signage from the HOA, for
THIRTEENTH ORDER OF BUSINESS	Discussion & Consideration of Brothers Bridge Wear Deck Replacement
	Brothers Bridge Wear Deck Replacement
Ms. Coram presented the Virgin Bro Supervisors and requested input on project	Brothers Bridge Wear Deck Replacement others per board pricing proposal to the Bo ot amount. Mr. Egizii suggested 300 board Mr. Grubbs, with all in favor, the Board app fear Deck Board Replacement NTE \$23,4
Ms. Coram presented the Virgin Bro Supervisors and requested input on project cost of \$23,460.00. On a motion by Mr. Egizii, seconded by M the proposal for Virgin Brothers Bridge W	Brothers Bridge Wear Deck Replacement others per board pricing proposal to the Bo ot amount. Mr. Egizii suggested 300 board Mr. Grubbs, with all in favor, the Board app fear Deck Board Replacement NTE \$23,4
Ms. Coram presented the Virgin Bro Supervisors and requested input on project cost of \$23,460.00. On a motion by Mr. Egizii, seconded by M the proposal for Virgin Brothers Bridge W for NatureWalk Community Developmen FOURTEENTH ORDER OF BUSINESS	Brothers Bridge Wear Deck Replacement others per board pricing proposal to the Bo et amount. Mr. Egizii suggested 300 board Mr. Grubbs, with all in favor, the Board app ear Deck Board Replacement NTE \$23,4 t District. Consideration of Resolution 20 Adopting Meeting Schedule for

307 308 309 310	FIFTEENTH ORDER OF BUSINESS	Presentation of Proposed Budget (Under Separate C	Fiscal Year 24/25 over)
311 312 313 314 315 316 217	Ms. Bailey presented the proposed budg reviewed two line item changes. District Landso Green Earth contract. Funding for a conservati Miscellaneous Contingency. If such a petition reallocated elsewhere within the budget.	caping was changed t ion area amendment	o reflect the approved petition was added to
 317 318 319 320 321 	SIXTEENTH ORDER OF BUSINESS		Resolution 2024-07, posed Budget for FY blic Hearing
322 323 324 325	Ms. Bailey presented the resolution to the August 2024 meeting date must be changed from with Florida Statute requirements.	· ·	
326 327 328 329	The Board agreed to change the Auguadopted FY24/25 budget will take place at noon of Commerce.	0	0
	On a motion by Ms. Head, seconded by Mr. Eq Resolution 2024-07, Approving the Proposed I Hearing, for NatureWalk Community Develop	Budget for FY 24/25 &	
 330 331 332 333 		Supervisor Reque Comments	sts and Audience
333 335 336	Mr. Grubbs requested that any items ad detailed in the email cover letters.	ded to revised agend	as be highlighted and
337 338 339 340	Mr. Egizii requested the District Mana encroachments with location, notification date a Board of Supervisors.	U	
341 342 343	Ms. Coram suggested that the District c FY23/24.	onsider addressing s	dewalks at the end of
343 344 345	EIGHTEENTH ORDER OF BUSINESS	Adjournment	
	On a motion by Ms. Coram, seconded by Adjourned the Meeting at 2:45 P.M., for Natur		
346			

- Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 3

NatureWalk Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407 MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614 WWW.NATUREWALKCDD.ORG

Operations and Maintenance Expenditures May 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2024 through May 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$127,549.82**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2024 Through May 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	In	voice Amount
CHELCO	100388	Monthly Summary 04/24	Monthly Summary 04/24	\$	1,641.37
Gannett Florida LocaliQ	100389	0006398667	Legal Advertising 04/24	\$	151.45
GreenEarth Southeast,	100383	90099	Muhly Grass Enhancement Proposal	\$	5,000.00
LLC GreenEarth Southeast, LLC	100383	90105	05/24 Sod Enhancement 05/24	\$	13,900.00
GreenEarth Southeast,	100383	90125	Irrigation Repairs -04/24	\$	201.28
LLC GreenEarth Southeast,	100384	90066	Landscape Maintenance 05/24	\$	11,890.44
LLC GreenEarth Southeast,	100390	90143	Lateral Line Repair 04/24	\$	109.40
LLC GreenEarth Southeast,	100391	91335	Irrigation Repairs 05/24	\$	1,190.84
LLC GreenEarth Southeast,	100391	91336	Irrigation Repairs 05/24	\$	382.62
LLC Gulf Coast Electric	100398	6478	Electrician Services 05/24	\$	254.46
IPFS Corporation	100393	GAA-D39618 Payment 8	GAA-D39618 Payment 8 06/24	\$	5,694.87
Kutak Rock, LLP	100394	3297460	Legal Services 05/23	\$	5,460.00
Kutak Rock, LLP	100394	3395300	Legal Services 04/24	\$	5,952.50
Pat Shea's Concrete, Inc.	100392	6014	Labor - Tear out and Prep Pour and Finish - Materials - Dumpster, Concrete and	۱\$	34,408.00

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2024 Through May 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	In	voice Amount
Rizzetta & Company, Inc.	100381	INV0000089368	District Management Fees 05/24	\$	4,966.17
Signarama Destin	100395	INV-1588	sign Repair - Aluminum Welding 05/24	\$	795.00
Southeast Straw Co., Inc.	100385	41512	Pine Straw Installation 05/24	\$	30,232.50
The Lake Doctors, Inc.	100396	1888511	Water Management 05/24	\$	179.00
VGlobal Tech	100386	6144	ADA Website Maintenance 05/24	\$	300.00
Virgin Brothers LLC	100382	0	50% Deposit for Pond Repair 04/24	\$	696.84
Virgin Brothers LLC	100382	0	50% Deposit for Fence Repair 04/24	\$	476.01
Virgin Brothers LLC	100382	C C	50% Deposit for Boardwalk Repair 04/24	\$	2,494.22
Virgin Brothers LLC	100387	C C	Final Payment for Pond 14	\$	696.84
Virgin Brothers LLC	100397	WA#6 396397	Balance of the Fence Repair 04/24	\$	476.01

Report Total

\$ 127,549.82

Tab 4



June Completed Services Nature Walk CDD

Chemical:

- Turf Insecticide June 17^{th.}
- Turf Weed Control June 18^{th.}
- Bed Weeds We treat bed weeds weekly when maintenance is onsite.

General Maintenance: Weekly service was moved from Tuesday to Monday's

- June 4th
- June 10th
- June 17th
- June 24th

Nature Walk Trail Maintenance

• June 24th

3 Focal Ponds

• June 4th

Irrigation Audit

• June 11th

Lawn Aeration

• June 11th

Warranty Sod Replacement

• Had to replace 3 ½ pallets of sod. The location is beside Beargrass and close to bridge.





July Anticipated Services

Nature Walk CDD

Chemical:

- Turf Weed Control July 17th
- Bed Weeds We treat bed weeds weekly when maintenance is onsite.

General Maintenance: Weekly service was moved from Tuesday to Monday's

- July 1st
- July 8th
- July 15th
- July 22nd
- July 29th

Nature Walk Trail Maintenance

• July 22nd

<u>3 Focal Ponds</u>

• July 8th

Irrigation Audit

• July 24th

Shrub Trimming

• Trimming started on July 3rd / Focusing on Flatwoods Forest Loop first.

Warranty Sod Replacement

- Had to replace 3 ½ pallets of sod. The location is beside Beargrass and close to the first bridge.
- Replacement started on July 2nd



Tab 5

LICENSE AGREEMENT REGARDING EMERGENCY EGRESS

THIS LICENSE AGREEMENT ("License Agreement") is made and entered into this 11th day of July, 2024, by and between:

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT, a local unit of specialpurpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Walton County, Florida, and whose address is 120 Richard Jackson Boulevard, Suite 200, Panama City Beach, Florida 32407 (the "District"), and

NEW NATUREWALK, LLC, whose address is 5711 Yeats Manor Drive, Unit 401, Tampa, Florida (the "Owner").

RECITALS

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

WHEREAS, the Owner owns real property within the District known as Tract H per the recorded plat for NatureWalk at Seagrove (Parcel ID No. 11-3S-19-25010-000-00H0 (the "Property"); and

WHEREAS, the District would like to secure limited authority for those within the District to cross and otherwise travel over and through the roadways located upon the Property as the same presently exist and as may be modified during the term of this License Agreement (the "Roadways") to access adjacent forest service roads as secondary means of egress from the community in the event emergency circumstances prevent egress by means of Sandgrass Boulevard to Highway 395 ("Emergency Egress"); and

WHEREAS, the Owner has offered to grant the District a license on the terms and conditions contained in this license Agreement over the Roadways upon the Property for the limited purpose of Emergency Egress; and

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

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

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

2. GRANT OF LICENSE. The Owner hereby grants a non-exclusive license to cross and otherwise travel over and through the Roadways upon the Property for the limited purpose of providing those within the District a secondary Emergency Egress in the event emergency

circumstances prevent egress by means of Sandgrass Boulevard to Highway 395 ("License"), pursuant to the terms set forth in this License Agreement. The License shall not run with nor bind the title to the Property.

3. [RESERVED].

4. [RESERVED].

5. EFFECTIVE TERM. This License Agreement shall become effective upon execution and shall continue in full force and effect unless revoked or terminated earlier in accordance with Paragraph 6, below.

6. **REVOCATION, SUSPENSION AND TERMINATION.** The District and the Owner acknowledge and agree that the License granted herein is a mere privilege and may be revoked, with or without cause, at the sole discretion of the Owner. In the event the Owner exercises its right to revoke the License, the Owner shall provide the District written notice of the same, which notice shall be effective thirty (30) days following delivery to the District. The District may terminate this License Agreement upon written notice to the Owner at any time. The License shall automatically terminate upon conveyance of all or any portion of the Property to a third-party.

7. CARE OF PROPERTY. The District agrees to use reasonable efforts to protect the Property from damage in the event use of the Property for Emergency Egress becomes necessary. To the extent permitted by law and without waiving any of the privileges or immunities afforded to the District under applicable law, the District shall assume responsibility for any and all damage to any real or personal property of the Owner as a result of use of the Property under this License Agreement. The District shall repair any damage resulting from its use of the License granted herein within twenty-four (24) hours of the event causing such damage. Any such repairs shall be at the District's sole expense, unless otherwise agreed, in writing by the Owner. The provisions of this Paragraph 7 shall survive the termination or expiration of this License Agreement.

8. INSURANCE. The District shall maintain throughout the term of this Agreement the following insurance:

A. Commercial General Liability Insurance covering the District's legal liability for bodily injuries and damage to the Property, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability.

B. The Owner shall be named as an additional insured with regard to claims arising out of use of the License granted hereby.

9. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this License Agreement.

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

11. NOTICES. All notices, requests, consents, and other communications hereunder ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, to the parties at their respective addresses appearing above. Except as otherwise provided in this License Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Counsel for the District and counsel for the Owner may deliver Notice on behalf of the District and the Owner, respectively.

12. CONTROLLING LAW AND VENUE. This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Walton County, Florida.

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

14. SOVEREIGN IMMUNITY. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law.

15. NO RECORDATION. Owner and District agree that neither this License Agreement nor any memorandum thereof may be recorded in the real estate records of Walton County, Florida and that any such recording shall be null and void and of no force or effect. Any party hereto which records a copy of this License Agreement or any memorandum thereof shall indemnify and hold the non-recording party harmless from all loss, cost or damage, including, but not limited to, reasonable court costs and attorney's fees, resulting from such recording. Further, upon the request of the non-recording party, said recording party shall record in the real estate records of Walton County, Florida a release or other instrument satisfactory to the non-recording party terminating the effect of such recording.

[signatures on following page]

Executed in the presence of:	NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
Print Name:	Chairperson, Board of Supervisors
Print Name:	OWNER NEW NATUREWALK, LLC, a Florida limited liability company
	By: Lerner Real Estate Advisers, Inc. As its sole member
Print Name:	By: Print Name:
Print Name:	

Tab 6

SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** (this "Agreement") is made and entered into effective as of the 11th day of July, 2024 (the "Effective Date"), by and between **COVE CAPITAL GROUP LLC**, a Florida limited liability company ("Cove Capital"), **NATUREWALK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government (the "District") duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as successor in interest to U.S. Bank National Association, a national banking association, as Trustee (the "Trustee"). In this Agreement, Cove Capital, the District and the Trustee are hereinafter sometimes referred to separately as "Party" and collectively as "Parties."

RECITALS

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

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

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

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

E. Pursuant to the Act and Chapter 170, *Florida Statutes*, and/or Chapter 197, *Florida Statutes*, as amended, the District has also levied, and will continue to levy, non-ad valorem special assessments (the "O&M Assessments") to pay the operating and maintenance expenses of the District.

F. Cove Capital acquired the following parcel via that certain Tax Deed (the "Tax Deed") dated September 7, 2023, and recorded in Official Records Book 3301, Page 1950 of the public records of Walton County, Florida (the "Cove Capital Parcel"):

Parcel ID No. 11-3S-19-25010-000-00F0 (0.82 acres, also referred to as "Parcel F").

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

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

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

J. Cove Capital desires to enter into this Agreement to pay the amounts described herein to cure the delinquencies against the Cove Capital Parcel.

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

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

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

2. COVE CAPITAL OBLIGATIONS. In order to induce the District and Trustee to execute, deliver and perform under this Agreement, Cove Capital covenants and agrees to:

- (A) pay a portion of the Delinquent Debt Assessments in satisfaction of all Debt Assessments levied on the Cove Capital Parcel securing a portion of the outstanding District Bonds in an amount equal to \$242,000.00 within fifteen (15) days of the Effective Date (the "Settlement Amount"); and
- (B) enter into an Agreement Regarding Additional Consideration (the "Additional Consideration Agreement"), the form of which is attached hereto as <u>Exhibit A</u>.

Cove Capital and the District agree to enter into the Additional Consideration Agreement with respect to the Cove Capital Parcel providing for the payment of additional consideration ("Additional Consideration") of \$65,000.00 per unit in excess of three (3) units platted on the Cove Capital Parcel, all as described in the Exhibit A attached hereto.

Upon payment of the Settlement Amount the District and Trustee warrant and represent Cove Capital will be current in all amounts owed to the District with respect to the District Bonds and the Debt Assessments applicable to the Cove Capital Parcel and shall have no further obligations to the District with regard to the District Bonds and Debt Assessments, except as explicitly set forth in the Additional Consideration Agreement. The Parties acknowledge and agree that nothing herein otherwise precludes or limits the District's exercise of its rights and authority under Florida law, including as to the levy and collection of O&M Assessments, or any other duly levied special assessment, certified for collection on the Cove Capital Parcel and as to the method of collection thereof whether through the Uniform Method or other means available under Florida law.

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

- (A) waive all penalties imposed on the Delinquent Debt Assessments with respect to the Cove Capital Parcel;
- (B) waive all past due accrued and unpaid interest that is not otherwise paid as provided by this Agreement on the Delinquent Debt Assessments with respect to the Cove Capital Parcel;
- (C) the District shall continue to annually levy and collect O&M Assessments against the Cove Capital Parcel based on its existing assessment methodology and annual budget. O&M Assessments will be levied and collected on an annual basis against individual units following each unit's platting in accordance with the District's adopted assessment methodology and annual budget. In all events, upon final platting of the Cove Capital Parcel, O&M Assessments shall be levied and collected on an annual basis against the individual platted units within the Cove Capital Parcel on a perunit basis. The forgoing is intended to make clear that once the entirety of the Cove Capital Parcel is platted, O&M Assessments will be based on the actual number of units platted, whether more than, less than, or equal to the three (3) units currently anticipated. Nothing herein shall be construed in any way to limit the District's budgeting authority or its authority to change, amend, or revise its assessment methodology relative to the O&M Assessments.
- (D) the District shall upon recordation of the final plat for the Cove Capital Parcel and receipt of any Additional Consideration, if applicable, assist the Trustee as needed in the cancelation of the remaining outstanding District Bonds secured by the Cove Capital Parcel. The District shall further record in its Improvement Lien Book a reduction of the District's Debt Assessments in connection with the Cove Capital Parcel in accordance with the cancellation of the Outstanding District Bonds associated with the Cove Capital Parcel.

4. TRUSTEE OBLIGATION. In order to induce Cove Capital to execute, deliver and perform under this Agreement, Trustee shall cause the SPE to execute and deliver to Cove Capital contemporaneously upon Cove Capital's execution and delivery of this Agreement and the Settlement Agreement a quitclaim deed for the Cove Capital Parcel (the "SPE Quit Claim Deed") in the form attached hereto as <u>Exhibit B</u>.

5. [RESERVED]

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

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

Upon the occurrence of an Event of Default, the Trustee may, terminate this Agreement, and/or proceed with any and all rights and remedies under applicable law, under this Agreement or otherwise available to the Trustee, subject to the Cure Period (as defined herein). Upon the occurrence of an Event of Default in (A), (B) or (D) in this Section 6, Cove Capital shall send prompt written notice to the Trustee which shall serve as written notice from the Trustee commencing the Cure Period (defined herein). Upon sending written notice, Cove Capital will have 30 calendar days to cure such Event of Default in (A), (B) or (D) in this Section 6 (the "Cure Period") described herein. Cove Capital has no right to notice from the Trustee should any of the events in (C) occur.

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

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

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

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

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

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

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

14. COVE CAPITAL'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Cove Capital hereby represents and warrants to the District and the Trustee that:

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

15. [RESERVED]

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

- (A) The District is a unit of special purpose government duly organized and validly existing in good standing under Chapter 190, *Florida Statutes*;
- (B) The District has the requisite right, legal capacity, power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (C) This Agreement has been duly authorized and executed by the District in accordance with all applicable law and authority documents applicable to the District;
- (D) The person executing this Agreement on behalf of the District represents that he or she is duly authorized to execute this Agreement and to bind the District; and
- (E) Neither the execution and delivery nor the performance of this Agreement by the District conflicts with, is a breach of, or constitutes a default under, any agreement, covenant or obligation binding upon the District.

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

- (A) The Trustee is executing this Agreement solely at the direction and consent of 100% in principal amount of the Holders of the Outstanding District Bonds.
- (B) The Trustee is a national banking association duly organized and validly existing in good standing under the law of the United States;
- (C) The Trustee has the requisite right, legal capacity, power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (D) This Agreement has been duly authorized, executed and delivered by the Trustee in accordance with all applicable organizational and authority documents of Trustee and any agreements binding upon the Trustee;
- (E) The person executing this Agreement on behalf of the Trustee represents that he or she is duly authorized to execute this Agreement and to bind the Trustee; and

(F) Neither the execution and delivery nor the performance of this Agreement by the Trustee conflicts with, is a breach of, or constitutes a default under, any agreement, covenant or obligation binding upon the Trustee.

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

If to the District:	NatureWalk Community Development District Attention: District Manager/Holly Bailey Rizzetta & Company, Inc. 120 Richard Jackson Blvd., Suite 220 Panama City Beach, FL 32407 Email: hbailey@rizzetta.com
With a copy to:	District Counsel/Joseph Brown Kutak Rock LLP 107 W College Avenue Tallahassee, FL 32301 Telephone: 850-692-7300 Email: joseph.brown@kutakrock.com
If to Cove Capital:	Cove Capital Group LLC Attention: Logan Cove 3535 Windsor Place Boca Raton, FL 33496 Email: logancove@aol.com
With a copy to:	John Bizanes Nason, Yeager, Gerson, Harris & Fumero, P.A. 3001 PGA Boulevard, Suite 305 Palm Beach Gardens, FL 33410 Telephone: 561-686-3307 Email: JBizanes@nasonyeager.com
If to the Trustee:	U.S. Bank Trust Company, National Association Account Manager/Vice President Corporate Trust Services Two James Center 1021 East Cary Street, 18th Floor Richmond, VA 23219 Attention: Christopher H. Gehman

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

Any such notice, document, demand, or certificate sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received upon the earlier of actual receipt or seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notices delivered by Express Mail of the U.S. Postal Service or Federal Express (a/k/a FedEx) or other courier service guaranteeing next business day delivery shall be deemed to have been given twenty-four (24) hours after delivery of the same to the U.S. Postal Service or private courier, with charges prepaid and instructions for next business day delivery. If any notice is transmitted by email, the same shall be deemed served or delivered upon transmission thereof, assuming no error receipt has been received within twenty-four (24) hours after transmission thereof. Any notice, document, demand, or certificate sent by any other method shall be effective only upon actual receipt thereof or the addressee's refusal to accept delivery, whichever occurs first. Any Party may change its address for purposes of this Section 18 by giving notice to the other Party as provided herein.

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

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

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

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

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

24. LIMITATIONS ON LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of

immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

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

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

ASSIGNMENT AND TRANSFERS. Cove Capital may assign or sell their rights, 27. duties or obligations under this Agreement or any monies to be paid under this Agreement without the prior written consent of any other Party. Cove Capital shall require as a condition of the sale to any third-party purchasing all or a portion of the Cove Capital Parcel for value, on which no plat has been recorded in the land records of Walton County, that such third-party shall enter into an agreement on the same terms and conditions as the Additional Consideration Agreement or otherwise assume in writing all of the obligations of such Additional Consideration Agreement attached hereto and incorporated herein as Exhibit A. The District shall acknowledge and agree to any such assignment or assumption of rights hereunder or otherwise enter into an agreement on the same terms and conditions as the Additional Consideration Agreement attached hereto and incorporated herein as Exhibit A with any third party purchasing all or a portion of the Cove Capital Parcel for value on which no plat has been recorded in the land records of Walton County. Relative to the same, the District shall not require any additional material duties or obligations of the proposed assignee, transferee or purchaser to enter into such Additional Consideration Agreement. The District agrees to use good faith efforts to timely enter into such Additional Consideration Agreement, and the same shall not be unreasonably withheld, conditioned, or delayed.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

> COVE CAPITAL GROUP LLC, a Florida limited liability company

By:______Name:______ Title:_____

Date:_____

ATTEST:

NATUREWALK COMMUNITY **DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By:______ Jonette Coram, Chair, Board of Supervisors

Date:_____

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

Title:

Date:_____

EXHIBIT A

FORM OF ADDITIONAL CONSIDERATION AGREEMENT

[ATTACHED]

EXHIBIT B

FORM OF SPE QUITCLAIM DEED

[ATTACHED]

Tab 7

This instrument was prepared by and Upon recording should be returned to: (This space reserved for Clerk)

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

Parcel Identification No. 11-3S-19-25010-000-00F0

AGREEMENT BETWEEN NATUREWALK COMMUNITY DEVELOPMENT DISTRICT, AND COVE CAPITAL GROUP LLC, REGARDING ADDITIONAL CONSIDERATION

This Agreement is made and entered into as of this 11th day of July 2024 by and between:

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

Cove Capital Group LLC, a Florida limited liability company, whose address is 3535 Windsor Place, Boca Raton, Florida 33496 and its successors and assigns ("Cove Capital").

RECITALS

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

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

WHEREAS, pursuant to the authority of the Act, the District issued its (i) Capital Improvement Revenue Bonds, Series 2007A (the "2007A Bonds") and (ii) Capital Improvement Revenue Bonds, Series 2007B (the "2007B Bonds" and together with the 2007A Bonds, the "District Bonds") pursuant to the Master Trust Indenture, dated as of March 1, 2007 (the "Master Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, a national banking association, as Trustee (the "Trustee"), as supplemented by that certain First Supplemental Trust Indenture, dated as of

March 1, 2007 pursuant to which the District Bonds were issued for purposes of financing various infrastructure improvements within the District which provide benefits to the lands within the District; and

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

WHEREAS, as of the date of this Agreement, Cove Capital is currently the undivided owner of Parcel ID No. 11-3S-19-25010-000-00F0 (0.82 acres, also referred to as "Parcel F") (the "Cove Capital Parcel"); and

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

WHEREAS, upon platting of the Cove Capital Parcel and subsequent payment of Additional Consideration (each as defined herein), if any, the Debt Assessments and related District Bonds associated with the Cove Capital Parcel will be cancelled; and

WHEREAS, pursuant to the terms of the Settlement Agreement, Cove Capital has committed to the development of three (3) residential units on the Cove Capital Parcel, but the actual densities developed may be more or less than the densities assumed herein; and

WHEREAS, Cove Capital and the District desire to enter into this Agreement to confirm Cove Capital's intentions and obligations to make a payment of \$65,000.00 per unit at the time of platting for each unit in excess of three (3) units ("Additional Consideration").

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

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

2. ADDITIONAL CONSIDERATION.

When the proposed final plat is prepared for the Cove Capital Parcel constituting any proposed plat submitted to the District that the District reasonably determines would render the Cove Capital Parcel fully platted or any remaining un-platted portion of the Cove Capital Parcel undevelopable (the "Final Plat") and presented to the District for review and approval (which such approval shall not be unreasonably withheld, conditioned, or delayed), if the total amount of units to be platted is more than three (3) units then Additional Consideration in the amount of \$65,000.00 per unit for each unit in excess of three (3) units will be due and payable by Cove Capital.

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

If Additional Consideration is not timely paid, the District, after thirty (30) days' notice to Cove Capital that the Additional Consideration is due, may record a Notice of Lien of Unpaid Additional Consideration over the lands contained within the Final Plat in the official records of Walton County, Florida ("Walton County"), until such time as the Additional Consideration has been paid, with such liens running with the land. The District shall record this Agreement in its Improvement Lien Book. Upon payment of the Settlement Amount (as defined in, and pursuant to, the Settlement Agreement), any Additional Consideration, and the request of Cove Capital or the Trustee, the District shall cause a lien release for the Debt Assessments associated with the Cove Capital Parcel to be recorded in the official records of Walton County.

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

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

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

If to District:	Naturewalk Community Development District Attention: District Manager/Kim O'Mera Rizzetta & Company, Inc. 120 Richard Jackson Blvd., Suite 220 Panama City Beach, FL 32407 Email: komera@rizzetta.com
With a copy to:	District Counsel / Joseph Brown Kutak Rock LLP 107 W College Avenue Tallahassee, FL 32301 Telephone: 850-692-7300 Email: joseph.brown@kutakrock.com
If to Developer:	Cove Capital Group LLC Attention: Logan Cove

	3535 Windsor Place
	Boca Raton, FL 33496
	Email: Logancove@aol.com
With a copy to:	John Bizanes
	Nason, Yeager, Gerson, Harris & Fumero, P.A.
	3001 PGA Boulevard, Suite 305
	Palm Beach Gardens, FL 33410
	Telephone: 561-686-3307
	Email: JBizanes@nasonyeager.com

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

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

6. ASSIGNMENT AND TRANSFERS. This Agreement shall run with the land. Cove Capital may assign or sell their rights, duties or obligations under this Agreement or any monies to be paid under this Agreement without the prior written consent of any other party to the Settlement Agreement. Cove Capital shall require as a condition of the sale to any third-party purchasing all or a portion of the Cove Capital Parcel for value, on which no plat has been recorded in the land records of Walton County, that such third-party shall enter into an agreement with the District on the same terms and conditions as this Agreement or otherwise assume in writing all of the obligations of this Agreement. The District shall acknowledge and agree to any such assignment or assumption of rights hereunder or otherwise enter into an agreement on the same terms and conditions as this Agreement with any third-party purchasing all or a portion of the Cove Capital Parcel for value on which no plat has been recorded in the land records of Walton County. The District shall not require any additional materially different terms or conditions from any such third-party relative to such agreement. The District agrees to use good faith efforts to timely enter into such agreement, and the same shall not be unreasonably withheld, conditioned, or delayed.

7. **AMENDMENT**. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and may be modified in writing only by the mutual agreement of all parties.

8. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party. This Agreement shall automatically terminate upon platting and all Additional Consideration, if required and due, has been paid.

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

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

11. 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.

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

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

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

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

(Print Name of Witness)

с

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____ 2024, by ______ as _____ of Cove Capital Group LLC, a Florida limited liability company, on its behalf. He/She □ is personally known to me or □ has produced ______ as identification.

NOTARY PUBLIC

6

WITNESSES:

NATUREWALK COMMUNITY **DEVELOPMENT DISTRICT**

By:

(Print Name of Witness)

Address:

[Jonette Coram] Chair, Board of Supervisors

WITNESSES:

(Print Name of Witness)

Address:

STATE OF FLORIDA

COUNTY OF WALTON

The foregoing instrument was acknowledged before me by means of \Box physical presence or
or online notarization, this day of 2024, by [Jonette Coram] as Chair of the Board of Supervisors of the Naturewalk Community Development District. He/She \Box is personally known to me or \Box has produced ______ as identification.

NOTARY PUBLIC

Tab 8

KUTAKROCK

MEMORANDUM

TO:	BOARD OF SUPERVISORS AND DISTRICT STAFF
FROM:	DISTRICT COUNSEL
DATE:	JULY 2024
RE:	TOWING – NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

The District has struggled to identify and retain a company to tow vehicles parked in violation of the District's parking rules. Jimmy's Towing Pros has indicated it will provide towing services, but not in accordance with our normal form of towing agreement, only per its form of proposal/agreement (copies of the District's agreement and Jimmy's Towing Pros agreement are attached). Significantly the District's form of agreement relies on the towing service to ensure compliance with statutory requirements. Under Jimmy's Towing Pros agreement, this burden would have to be born and satisfied by the District.

Procedures

In connection with the enforcement of the District's parking policy, the District must follow the authorization, notice and procedural requirements of section 715.07, *Florida Statutes*, as though the District were an owner or lessee of private property. The District will need to contract with a towing company approved by the County and provide proper notice before towing.

There are two options for providing notice: (1) install signage meeting the statutory requirements for notice, as described in more detail below, or (2) personally give notice to the owner or other legally authorized person in control of the vehicle or vessel that the area in which that vehicle or vessel is parked is reserved or otherwise unavailable for unauthorized vehicles or vessels and that the vehicle or vessel is subject to being removed at the owner's or operator's expense. Option (1) is the preferred method, as it reduces the necessary time and effort of providing personal notice. If option (2) is selected, it is recommended that such notice either be given in person (verbally or by providing a written notice; please note that telephone communication or leaving a notice on the windshield do not suffice), and/or by Certified U.S. Mail. It is also recommended that staff retain documentation of providing such notice. A sample form for personal notice has been provided with this memorandum.

Overview of Statutory Requirements

KUTAKROCK

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The following provides pertinent excerpts fomr the statutory requirements to engage in towing from the District's property. Per section 715.07(2)(a), *Florida Statutes*, towing or removal of any vehicle or vessel without the consent of the registered owner or other legally authorized person in control of that vehicle or vessel is subject to strict compliance with the following conditions and restrictions:

- 1.a. Any towed or removed vehicle or vessel must be stored at a site within a 10-mile radius of the point of removal in any county of 500,000 population or more, and within a 15-mile radius of the point of removal in any county of less than 500,000 population. That site must be open for the purpose of redemption of vehicles on any day that the person or firm towing such vehicle or vessel is open for towing purposes, from 8:00 a.m. to 6:00 p.m., and, when closed, shall have prominently posted a sign indicating a telephone number where the operator of the site can be reached at all times. Upon receipt of a telephoned request to open the site to redeem a vehicle or vessel, the operator shall return to the site within 1 hour or she or he will be in violation of this section.
- 5. Except for property appurtenant to and obviously a part of a single-family residence, and except for instances when notice is personally given to the owner or other legally authorized person in control of the vehicle or vessel that the area in which that vehicle or vessel is parked is reserved or otherwise unavailable for unauthorized vehicles or vessels and that the vehicle or vessel is subject to being removed at the owner's or operator's expense, any property owner or lessee, or person authorized by the property owner or lessee, prior to towing or removing any vehicle or vessel from private property without the consent of the owner or other legally authorized person in control of that vehicle or vessel, must post a notice meeting the following requirements:

a. The notice must be prominently placed at each driveway access or curb cut allowing vehicular access to the property, within 5 feet from the public right-of-way line. If there are no curbs or access barriers, the signs must be posted not less than one sign for each 25 feet of lot frontage.

b. The notice must clearly indicate, in not less than 2-inch high, light-reflective letters on a contrasting background, that unauthorized vehicles will be towed away at the owner's expense. The words "tow-away zone" must be included on the sign in not less than 4-inch high letters.

c. The notice must also provide the name and current telephone number of the person or firm towing or removing the vehicles or vessels.

KUTAKROCK

d. The sign structure containing the required notices must be permanently installed with the words "tow-away zone" not less than 3 feet and not more than 6 feet above ground level and must be continuously maintained on the property for not less than 24 hours prior to the towing or removal of any vehicles or vessels.

e. The local government may require permitting and inspection of these signs prior to any towing or removal of vehicles or vessels being authorized.

f. A business with 20 or fewer parking spaces satisfies the notice requirements of this subparagraph by prominently displaying a sign stating "Reserved Parking for Customers Only Unauthorized Vehicles or Vessels Will be Towed Away At the Owner's Expense" in not less than 4-inch high, light-reflective letters on a contrasting background.

g. A property owner towing or removing vessels from real property must post notice, consistent with the requirements in sub-subparagraphs a.f., which apply to vehicles, that unauthorized vehicles or vessels will be towed away at the owner's expense.

A business owner or lessee may authorize the removal of a vehicle or vessel by a towing company when the vehicle or vessel is parked in such a manner that restricts the normal operation of business; and if a vehicle or vessel parked on a public right-of-way obstructs access to a private driveway the owner, lessee, or agent may have the vehicle or vessel removed by a towing company upon signing an order that the vehicle or vessel be removed without a posted tow-away zone sign.

KUTAKROCK NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

- NOTICE OF UNAUTHORIZED PARKING -

Date:

Time:

License Plate:

This notice ("Notice") is provided to inform you that pursuant to the District's adopted parking policies, this Vehicle or Vessel is parked in an area which is reserved or otherwise unavailable for parking or is otherwise parked improperly.

Accordingly, the District demands that you relocate this Vehicle or Vessel immediately. If you fail to do so, or if you park this Vehicle or Vessel in an improper manner in the future, the District may take additional action which may include, but is not necessarily limited to, suspension or termination of your amenities privileges and/or towing of this Vehicle or Vessel at the owner's or operator's expense.

Thank you in advance for your cooperation. If you have any questions regarding this Notice, please contact the office of the District Manager at (___) ____.

STAFF REPORT: PERSONAL NOTICE OF UNAUTHORIZED PARKING

Staff, please retain this portion for your records

Date:	Time:
License plate:	
Location:	

Name of person providing notice:

I hereby certify that on the date and time listed above, I personally provided notice to the person in control of the vehicle/vessel bearing the license plate listed above that that the area in which that vehicle or vessel is parked is reserved or otherwise unavailable for unauthorized vehicles or vessels, and that the vehicle or vessel is subject to being removed at the owner's or operator's expense.

Method of Notification: Derbal Personally provided copy of written notice Certified mail

Signature: _____

AGREEMENT BETWEEN THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AND JIMMY'S TOWING PROS, INC., FOR TOWING SERVICES

THIS AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____ 2024, by and between:

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 120 Richard Jackson Blvd, Panama City Beach, Florida 32407 ("**District**"); and

JIMMY'S TOWING PROS, INC., a Florida corporation, whose principal address is 14905 331 Business, Freeport, Florida 32439 ("**Contractor**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the District has adopted that certain *Rules Relating to Parking Enforcement*, a copy of which is attached hereto as **Exhibit A**, and as may be amended from time to time by the Board of Supervisors ("**Board**") of the District ("**Parking Policies**"); and

WHEREAS, in accordance with Section 715.07, *Florida Statutes*, the District desires to engage an independent contractor to provide vehicle towing/removal services within the District in accordance with the Parking Policies ("Services"); and

WHEREAS, the Contractor is qualified, capable and willing to provide such Services for the District in accordance with Section 715.07, *Florida Statutes*, and other Florida law.

WHEREAS, the Contractor and the District accordingly desire to enter into this Agreement to provide for the rights, duties and obligations of the parties relative to same.

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The District hereby authorizes the Contractor, and its employees and agents, to tow vehicles when requested to do so by the District's designated representatives, who shall be the Supervisors of the District, Skylar Lee, Danell Head,

and the District Manager, or their designees ("**District Representatives**"). Contractor shall also provide vehicle storage relative to any such vehicles towed from District property, all in accordance with the Parking Policies, Section 715.07, *Florida Statutes*, and any other applicable Florida law.

- **A.** Upon execution of this Agreement, Contractor shall procure and install the necessary signage as required by Section 715.07, *Florida Statutes*, which signage shall be installed in areas designated by the District Representatives, a minimum of twenty-four (24) hours prior to commencement of any towing/removal services by the Contractor. Such signage shall be provided free of charge.
- **B.** Contractor shall only tow vehicles when requested to do so by one of the District Representatives. Contractor shall not engage in "roam towing" on District property.
- **C.** Upon towing/removal of a vehicle, such vehicle shall be stored by the Contractor within a ten (10)-mile radius of the point of the removal and shall provide for public access to such storage facility as set forth in Section 715.07, *Florida Statutes*.
- **D.** 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, ordinances and regulations affecting the provision of the Services.

SECTION 3. COMPENSATION. The Contractor acknowledges and agrees that it is not receiving compensation from the District for the provision of the Services, except as provided in Item 1 of the Contractor's proposal, a copy of which is attached hereto as **Exhibit B**. Any other compensation due and owing to the Contractor relative to this Agreement shall be remitted by the owner(s) of the towed/removed vehicles.

SECTION 4. EFFECTIVE DATE; TERM. This Agreement shall become effective on the date first written above and shall remain in effect unless terminated with written notice to the other party.

SECTION 5. INSURANCE.

A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
Bodily Injury (including contractual)	\$750,000
Property Damage (including contractual)	\$750,000
Automobile Liability (if applicable)	
Bodily Injury and Property Damage	\$750,000

SECTION 6. CARE OF PROPERTY; SOVEREIGN IMMUNITY.

- A. Contractor shall use all due care to protect the property of the District and its residents and landowners from damage. The District shall not be held responsible for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused, in whole or in part, by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- **C.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement by court proceedings or otherwise, the District shall be entitled to recover from Contractor all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs.

SECTION 8. DEFAULT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

SECTION 9. 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 10. ASSIGNMENT. Neither the District nor Contractor may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

SECTION 11. NOTICES. All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

А.	If to the District:	NatureWalk Community Development District 120 Richard Jackson Blvd. Ste. 220 Panama City Beach, Florida 32407 Attn: District Manager
	With a copy to:	Kutak Rock LLP 107 W. College Avenue Tallahassee, Florida 32301 Attn: District Counsel
В.	If to Contractor:	Jimmy's Towing Pros, Inc. 14905 331 Business Freeport, Florida 32439 Attn:

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

SECTION 12. 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 Holly Bailey ("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 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, HBAILEY@RIZZETTA.COM, 120 RICHARD JACKSON BOULEVARD, SUITE 220, PANAMA CITY, FLORIDA 32407.

SECTION 13. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, 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 448.091, Florida Statutes.

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 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.

In the event that the District has a good faith belief that a subcontractor has knowingly 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. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

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

SECTION 15. 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 16. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. 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. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto 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 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the day and year first written above.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

Chairman, Board of Supervisors

JIMMY'S TOWING PROS, INC.

By:	
Its:	

Exhibit A:Parking PoliciesExhibit B:Proposal

EXHIBIT A

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

RULES RELATING TO PARKING ENFORCEMENT POLICY

ADOPTED February 4, 2021

Amended

January 6, 2022

NATUREWALK CDD

120 Richard Jackson Blvd. Suite 220 Panama City Beach, FL 32407

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NATUREWALK COMMUNITY DEVELOPMENT DISTRICT RULES RELATING TO PARKING ENFORCEMENT (JANUARY 6, 2022)

In accordance with Chapter 190, *Florida Statutes*, and on January 6, 2022, at a duly noticed public meeting, the Board of Supervisors of the NatureWalk Community Development District ("District") adopted the following policy to govern parking and parking enforcement on certain District Property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that Parked Vehicles, Commercial Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property, streets, alleys, and roadways cause hazards and danger to the health, safety, and welfare of District residents and the public. This Policy prohibits parking of Vehicles, Vessels, and Recreational Vehicles on property, streets, alleys, and roadways within the District, except in Designated Parking Areas, and provides the manner in which any such Vehicles, Vessels, or Recreational Vehicles shall be towed/removed consistent with this Policy.

SECTION 2. DEFINITIONS.

A. Commercial Vehicle(s). Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered, or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered, or leased to an individual person.

B. Delivery Vehicles(s). Any Commercial Vehicle engaged in the delivery activities, including but not limited to U.S. Postal Service, U.P.S., Fed Ex, and moving company Vehicles.

C. Service Vehicles(s). Any Commercial Vehicle engaged in the provision of services, including but not limited to lawn maintenance and service/technician Vehicles.

D. Vehicle(s). Any mobile item which normally uses wheels, whether motorized or not, including golf carts. For purposes of this Policy, unless otherwise specified, any use of the term Vehicle(s) shall be interpreted so as to include Commercial Vehicle(s).

E. Vessel(s). Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

F. Recreational Vehicle(s). A vehicle designed for recreational use, which includes, but is not necessarily limited to: motor homes, ATVs (small open motor vehicle with one or two seats and three or more wheels fitted with large tires, designed for use on rough ground), jet skis, campers, and trailers relative to same.

G. Parked. A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.

H. Tow-Away Zone. District Property on which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

I. Designated Parking Areas. Areas identified on Exhibit A where parking is permitted.

SECTION 3. ESTABLISHMENT OF TOW-AWAY ZONES. Vehicles may not be Parked on landscaped areas, streets, alleys, and roadways owned by the District, except in Designated Parking Areas. Further, Vehicles may not be Parked in the Designated Parking Areas in Sage Circle between the hours of 11:00 p.m. to 6:00 a.m. All parked vehicles must appropriately display any legally required State-licensed identification, either temporary or permanent (e.g., state-issued license plate), to park in Designated Parking Areas. In addition to potential towing, the District will contact local law enforcement regarding Vehicles that do not display legally required State-licensed identification. Vehicles that extend beyond 240" in total length may not park on District Property. Vehicles may not be parked so as to occupy more than one marked parking spot.

Commercial Vehicles, Vessels, Recreational Vehicles, and any trailers (attached or unattached) may not be Parked on landscaped areas, streets, alleys, roadways, and Designated Parking Areas owned by the District. Commercial Vehicles, Vessels, Recreational Vehicles, and any trailers (attached or unattached) however, may be Parked on streets, alleys, and roadways owned by the District (but not on paver parking spots or sidewalks), for up to 60 minutes while actively engaged in loading or unloading.

Landscaped areas, streets, alleys, and roadways owned by the District, except Designated Parking Areas, are hereby declared a Tow Away Zone. In addition, any Vehicle, Vessel, or Recreational Vehicle which is parked in a manner which prevents or inhibits the ability of emergency response vehicles to navigate streets and roadways within the District are hereby authorized to be towed.

Building and construction materials, trash, and refuse may not be stored or staged on District Property without prior approval of the District's Board of Supervisors.

SECTION 4. DELIVERY VEHICLES, SERVICE VEHICLES AND GOVERNMENTAL VEHICLES. Delivery Vehicles and Service Vehicles may park on streets, alleys, and roadways while actively engaged in the operation of such businesses. Trailers associated with Service or Delivery Vehicles are permitted on streets, alleys, and roadways, but not on paver parking spots or sidewalks and may not be unattached. Building and construction materials, trash, and refuse may not be stored or staged on District Property without prior approval of the District's Board of Supervisors. Vehicles owned and operated by any governmental unit may also park on District Property while carrying out official duties. Any Vehicle parked on streets, alleys and roadways must do so in compliance with all laws, ordinances and codes. SECTION 5. TOWING/REMOVAL PROCEDURES.

A. SIGNAGE AND LANGUAGE REQUIREMENTS. Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District Property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.

B. TOWING/REMOVAL AUTHORITY. To effectuate the towing/removal of a Vehicle, Commercial Vehicle, Vessel, or Recreational Vehicle, the District Manager or his/her designee may enter into and maintain an agreement with a firm authorized by Florida law to tow/remove such vehicles for the removal of the unauthorized Vehicle, Commercial Vehicle, Vessel, or Recreational Vehicle at the owner's expense. The Vehicle, Commercial Vehicle, Vessel, or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

C. AGREEMENT WITH AUTHORIZED TOWING SERVICE. The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

D. LAW ENFORCEMENT. The District hereby authorizes law enforcement personnel of Walton County, Florida, and other units of government to enforce the provisions of this rule, and to enforce any and all traffic and parking laws on the District streets and roadways. The District may enter into one or more traffic enforcement agreements in order to effect the provisions of this Section 6.D.

SECTION 6. SOVEREIGN IMMUNITY. 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 statutes or law.

EXHIBIT A - Designated Parking Areas

Effective date: January 6, 2022

EXHIBIT A – Designated Parking Areas



EXHIBIT A - Designated Parking Spaces

EXHIBIT B – *PROPOSAL*

Jimmy's Towing Pros, Inc Private Towing Service Agreement



This agreement is between Jimmy's Towing Pros, Inc (JTP) &

_____ (organization name) located at ______ (subject property address)

JTP agrees to provide private towing services (removal of unauthorized vehicles parked on subject property) upon the organization's request by an authorized representative of the organization (subject to availability of .JTP's tow trucks). JTP is agreeing to this service provided that the following conditions are met and maintained:

1. The organization makes a \$400.00 deposit to cover a "Gone on Arrival" (GOA) event. A GOA fee will occur at any time after a tow truck is dispatched, and the operator is unable to collect the vehicle for any reason. When a GOA event occurs, a \$200.00 deduction will be made from the deposit and a notification of these charges and current deposit balance will be sent to the organization. When the deposit is depleted, these services will be suspended until an additional deposit is made. When JTP is able to successfully collect a vehicle from the subject property, a GOA fee will not be charged to the organization, and all incurred charges (towing, labor, storage, etc...) will then become the responsibility of the vehicle owner.

 To prevent any conflict between a vehicle owner and a JTP tow truck operator, one of the organization's representatives (i.e. security patrolman) or a Walton County Sheriff's Deputy must be present at the time of service.

 The organization must provide and maintain a list of representatives who are authorized to request the services described in this agreement. The organization must also ensure proper training is provided to the authorized representatives of the GOA policy.

4. The organization will also be responsible to be compliant with any state and local regulations and statutes regarding signage.

This agreement can be canceled by either party at any time. Upon cancellation of this agreement, JTP will refund any outstanding deposit balance to the organization within 30 days upon receipt of a written request to do so.

Tab 9



Proposal #53583

Date: 6/27/2024

Property:	
Nature Walk CDD	

Santa Rosa Beach, FL 32459

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

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

Nature Walk CDD

Santa Rosa Beach, FL 32459

CR395 Center Island Enhancement

Work order scope:

Installation of 3 flats of Dianthus Jolt Cherry at the center island at 395. These plants are also deer resistant

Irrigation adjustment are included and will be made to supply proper water coverage to plants. Current flowers will be transplanted to new location. We can not guarantee the life after plant has been transplanted.



Total: \$1,359.34

Plus Applicable Taxes

Your and Our Acceptance:

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

Ву

Date

Jessica Smith (GE)

Date

Ву

Green Earth Southeast, LLC.

6/27/2024

Nature Walk CDD

Tab 10

The Lake Doctors, Inc.

Corporate Office 3543 State Road 419 Winter Springs, FL32708 1-800-666-5253 lakes@lakedoctors.com www.lakedoctors.com

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BILLING ADDRESS							COUNTY #WALTON					
CONTACT	IGATHERS						PHONE #850-334-9055					
EMAIL ADD	RESS MGATHE	RS@RIZZE	TTA.COM				Email Invoice: Y N					
PO#		MANUFACT			LFC)OAO(sO		
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NOTES FR	OG SHORTE	D OUT BF	REAKER BAS	SE,BREAKEI	RS,W	IRES						
QTY	UNIT		DES	SCRIPTION			PRICE		EXTE	NDED		
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part of this he/s	SIGNATURE nd conditions appearing s Service Order, and CUS she has read and is famili icing is valid thirty (30) de	TOMER hereby ackr ar with the contents	nowledges that thereof.	DATE			,					
		Sarasota 941) 377-0658 -800-444-5253	Jacksonville (904) 262-5500 1-844-819-9632	Largo (727) 544-7644 1-888-668-5253	(239) 6		Navarre (850) 939-5787 1-800-398-5253		Carolina 73-1911	Ohio (937) 433- 1-866-774		



LD-IPDF3 7/18 R/O MAGIC 407-657-7414