

NatureWalk Community Development District

Board of Supervisors' Meeting November 6, 2025

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

www.naturewalkcdd.org

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AGENDA

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

District Board of Supervisors Jonette Coram Chairman

Mike Grubbs Vice Chairman
Skylar Lee Assistant Secretary
Danell Head Assistant Secretary
Mike Duffey Assistant Secretary

District Manager Stephanie DeLuna 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

<u>District Office · Panama City Beach, Florida · (850) 334-9055</u>

<u>Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

www.naturewalkcdd.org

Board of Supervisors NatureWalk Community Development District **November 4, 2025**

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on Thursday, November 6, 2025, at 12:00 p.m. (CT) at the Walton Chamber of Commerce located at 63 South Centre Trail, Santa Rosa Beach, Florida 32459.

| 1. CAL | L TO ORDER/ROLL CALL | |
|--------|--|------|
| 2. AUD | DIENCE COMMENTS ON AGENDA ITEMS | |
| 3. BUS | INESS ADMINSTRATION | |
| Α. | Consideration of the Minutes of the Board of Supervisors Meeting Held on | |
| | Thursday, October 2, 2025Ta | ab 1 |
| B. | Ratification of the Operations and Maintenance Expenditures for The Month of | |
| | September 2025Ta | ab 2 |
| 4. STA | FF REPORTS | |
| A. | District Engineer | |
| | Discussion of Stormwater Management System Operations & Maintenance | |
| | 2. Presentation of River Oats Pervious Concrete Replacement ProposalsTa | ab 3 |
| | a. Panhandle Construction | |
| | b. Pat Shea Concrete | |
| | c. Tightline Construction | |
| В. І | District Landscape Provider | |
| | 1. Presentation of District Landscaping ReportsTa | |
| | 2. Presentation of Green Earth Proposal for CR395 Fall/Winter AnnualsTa | |
| | 3. Presentation of the District Irrigation System MapsTa | ab 6 |
| C. | District Counsel | |
| | 1. Parcels Update | |
| | 2. Tract H Emergency Egress UpdateTa | ab 7 |
| | 3. Parcel Development Requirements | |
| D. | District Manager | |
| | 1. Towing ReportUS | SC |
| | 2. District Records Storage Update | |
| | District Records Storage Update Discussion of Development Response Letter | b 8 |
| | District Chair | |
| | INESS ITEMS | |
| | Ratification of Innerlight Inv 10561 Pervious Concrete Surveys and Scopes of WorkTa | |
| | Discussion and Consideration of River Oats Alley Replacement by Tightline ConstructionTa | |
| | Discussion and Consideration of Rizzetta LISTa | |
| | Discussion and Consideration of Southeast Straw Fall Pine Straw InstallationTa | |
| | Discussion and Consideration of the Draft District Easement Encroachment NoticeTal | |
| | Discussion and Consideration of 84 Salamander Circle Fence RequestUS | SC |
| | Consideration of Resolution 2026-02, Redesignating the Location of Local District | |
| | Records OfficeTa | b 14 |
| | IENCE COMMENTS AND SUPERVISOR REQUESTS | |
| 7. ADJ | OURNMENT | |

Sincerely,

Stephanie DeLuna

Stephanie DeLuna

Tab 1

1 MINUTES OF MEETING 2 3 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 4 5 verbatim record of the proceedings is made, including the testimony and evidence upon 6 which such appeal is to be based. 7 8 NATUREWALK COMMUNITY DEVELOPMENT DISTRICT 9 10 The meeting of the Board of Supervisors of the NatureWalk Community Development District was held on Thursday, October 2, 2025, at 12:00 p.m. at the Walton Area 11 Chamber of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, FL 32459. 12 13 14 Present and constituting a quorum: 15 **Board Supervisor, Chairman** 16 Jonette Coram **Board Supervisor, Vice-Chairman** 17 Mike Grubbs Danell Head **Board Supervisor, Assistant Secretary** 18 19 20 Also, present were: 21 22 Stephanie DeLuna Rizzetta & Company, Inc. **District Engineer, Innerlight Engineering** (via phone) 23 Jim Martelli District Counsel, Kutak Rock (via phone) 24 Joseph Brown Landscape Provider, GreenEarth Matt Weinrich 25 Landscape Provider, GreenEarth 26 Carlos Alladyce 27 28 None Audience 29 Call to Order 30 FIRST ORDER OF BUSINESS 31 32 Mrs. DeLuna conducted attendance and confirmed quorum. The meeting was 33 called to order at 12:00 p.m. (CT). 34 35 SECOND ORDER OF BUSINESS **Audience Comments** 36 37 No audience members were present. 38 39 THIRD ORDER OF BUSINESS **Business Administration** 40 41 A. Consideration of the Minutes of the Board of Supervisors Meeting held on 42 September 4, 2025 43

On a motion by Mr. Grubbs, seconded by Ms. Head with all in favor, the Board approved the Minutes of the Board of Supervisors Meeting held on September 4, 2025, as presented, for NatureWalk Community Development District.

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B. Ratification of the Operations and Maintenance (O&M) Expenditures for the Month of August 2025

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On a motion by Mr. Grubbs, seconded by Ms. Head, with all in favor, the Board ratified Operations and Maintenance Expenditures for the Month of August 2025, in the amount of \$38,614.55, as presented, for NatureWalk Community Development District.

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FOURTH ORDER OF BUSINESS

A. District Engineer

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1. Presentation of Stormwater System Repair Proposal

Mr. Martelli provided a detailed review of the Pump & Process Quote # 090425 AK2 to repair Lift Station #3.

Staff Reports

Mr. Martelli advised that the previously approved Not-to-Exceed amount of \$75,000.000 would supply sufficient funding for Innerlight construction drawings, bathymetric surveys and scopes of work for the remaining twenty (20) stormwater ponds, plus the Pump & Process lift station #3 repair. Innerlight will also identify encroachments that may impede clearing of vegetation that's required to restore the stormwater system to its permitted status. This engineering effort will take approximately two months and be complete by December 4, 2025 per Mr. Martelli.

The Lift Station #3 repair/replacement requires that another vendor drain the wet well and valve vault, plus clear vegetation near the existing equipment. Once the control panel is replaced, new pumps may not be needed. The Pump & Process vendor contract will stipulate this.

Vegetation removal will be a separate project, requiring an additional vendor. A quote has been received from Sitex and EarthWorks, however, homeowner encroachments that impede vendor access to the stormwater ponds add significant cost to the project.

On a motion by Mr. Grubbs, seconded by Ms. Head, with all in favor, the Board approved to amend pervious approval with a not to exceed amount of \$75,000.00 by adding the District Engineer to complete surveys, drawings and scopes of work for Stormwater System Pomd Maintenance, for NatureWalk Community Development District.

2. Discussion of Pervious Concrete Replacement Drawings, Surveys and **Proposals**

Mr. Martelli reviewed the scopes of work in detail. Optional repair of ribbon curb, which is a flat curb currently existing in NatureWalk, is not included in the provided proposals. The alley will be chosen based on available budget. Additional bids are to be submitted by October 17, 2025. Work will need to begin in January 2026 so the project may complete before Spring Break.

Mr. Martelli will secure a project timeline from Tightline Construction as well as any other available vendors so that the schedule (specifically start, demolition, pour and cure dates) may be built into the Agreement as written by Kutak Rock.

On a motion by Mr. Grubbs, seconded by Ms. Head, with all in favor, the Board approved a not to exceed amount of \$77,000.00 for River Oats Alley Replacement with Tightline Construction, or if another proposal comes in at a lower price; Chair and District Management are authorized to work outside of a meeting, for NatureWalk Community Development District.

3. Discussion of FDOT Speed Limit Signage for Beargrass Way

Ms. Coram and Mr. Martelli reviewed the need for additional 15 MPH speed limit signs on Beargrass Way. Ms. Coram asked for feedback from Mr. Martelli on signage placement.

There are no restrictions other than what was communicated by Mr. Martelli via the email included in the agenda packet: the sign post must be installed at least 2 feet from the curb and the bottom of the MUTC sign must be installed 7 feet from the ground. Signage will be placed on Beargrass via volunteer effort.

B. District Landscape Provider

1. Presentation of District Landscaping Reports

 Mr. Weinrich reviewed the monthly property ride report with the Board. He stated that the entire irrigation system will be up and running 100 percent by October 3, 2025.

Mr. Weinrich stated that there will be no charge for WA# 25-23 Retention Basin Sod Replacement as it was performed in the wrong area. A crew will be onsite to install sod in the correct area either on October 3 or during the week of October 6, 2025 and there will be no charge for that effort either.

Mr. Brown confirmed that Mr. Weinrich will need to send an email to the District via Ms. DeLuna that confirms there will be no charge for WA# 25-23 Retention Basin Sod Replacement.

2. Presentation of Phase 3 Palms Core Sample Report

The Phase 3 Palms Core Samples were negative for Lethal Bronzing. The six Medjool Palms at Bridge 3 have been trimmed as part of WA# 25-18-B.

3. Presentation of WA# 25-25 August 2025 Irrigation Audit Repairs

On a motion by Ms. Head, seconded by Mr. Grubbs, with all in favor, the Board ratified WA# 25-25, August 2025 irrigation audit repairs in the amount of \$191.20, for NatureWalk Community Development District.

C. District Counsel

1. Parcels Update

 Mr. Brown stated that Tract F is being marketed for sale.

Parcel 292 contacted Kutak Rock to request bond debt due to begin settlement negotiations; Mr. Brown referred the owner to the bondholders and their representatives.

Tract K-1 is now owned by the Santa Rosa Beach Land Trust. Kutak Rock will send a District welcome letter that details their bond debt.

2. Tract H Emergency Egress Update

The emergency egress area encompasses 631 square feet and does not directly impact the developable portion of any planned lots. The District offered the Tract H owner \$9000 based on a Brokers Price Opinion that relied on the market sales price of other nearby parcels. The owner countered with monetary compensation in the amount of \$25,000. Negotiations continued with Mr. Brown offering \$11,000; Mr. Hemmings countered with \$15,000.

Mr. Hemmings prefers not to have conveyance until his development plans and a plat are approved as opposed to the District doing a transfer via a means and bounds survey which may not match the plat. He also requests that the District inform Walton County that it has no objections to their development.

The property is for sale, so any agreement would either include the buyer or be written so that a future entity is bound by the terms.

District Counsel stated that the property could be conveyed either by a special warranty deed or by a perpetual exclusive easement. A special warranty deed would allow the District to own the property outright and assume the responsibility of maintaining it. With an easement, the property would be maintained by another owner who could not interfere with the District's ability to access the egress. Mr. Brown advised that it would be cleaner for both parties if the District owned the 631 square foot egress outright from an insurance and liability perspective. In either case, if the egress is used, the District would be responsible for restoring the property to its prior state. A means and bounds legal survey may be necessary to define the property size.

The District offer also included usage restrictions, maintenance of Stormwater Management Pond #29 which serves Tract H, restoration of the area if used and, per Mr. Hemmings request, a statement that a letter to Walton County would be prepared on behalf of the Board stating that the District and the owner have reached a resolution on this egress issue and that the District does not oppose the property owners' development plans. This letter would be sent after Egress Agreement signature, but before the property closing date.

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board approved District Counsel, Staff and Chair to proceed with Tract H Emergency Egress purchase via special warranty deed for \$15,000.00, including a means and bounds survey, with closing within 30 days of plat or 60 days of closing, and a letter to be written by the Chair and to continue the maintenance of stormwater pond #29, for NatureWalk Community Development District.

District Counsel will circulate this agreement after it's drafted; the Board can reach 166 167 out to him with questions or comments. 168 169 3. Tract F Development Requirements 170 Ms. DeLuna received a call from a realtor asking if the District has any 171 requirements that must be met, i.e. monetary deposit or signed agreement, to gain 172 access to the parcel, which cannot be entered except via NatureWalk roads and 173 bridges. 174 175 Ms. DeLuna asked if a blanket policy could be put in place to protect District bridges and infrastructure or to allow a construction staging area on District property. 176 Staff will develop a standard response or licensing agreement for developers, to be 177 reviewed by the Board on 11/6/2025. 178 179 180 D. District Manager 181 Ms. DeLuna stated the next Board of Supervisors meeting will be held on 182 November 6, 2025 at 12:00 PM Central Standard Time. 183 184 Ms. DeLuna presented an invoice to the Board for the meeting space at the Walton Area Chamber of Commerce. 185 186 On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board approved the Walton Area Chamber of Commerce meeting space invoice for the 2024-2025 schedule at \$1500.00, for NatureWalk Community Development District. 187

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Ms. DeLuna presented the FY2025-26 worker's compensation insurance policy to the Board for ratification.

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board ratified the worker's compensation insurance premium of \$850.00, for NatureWalk Community Development District.

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E. District Chair

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Ms. Coram reviewed the end of fiscal year 2024-25 projects and plans. A proposal for CR395-Sandgrass Blvd Median #1 Winter annuals will be requested from Green Earth. Ms. DeLuna will contact animal control.

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FIFTH ORDER OF BUSINESS **BUSINESS ITEMS**

which impact the Stormwater System project by December 4, 2025.

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A. Discussion of Existing Stormwater System Pond Encroachments The largest cost variance for Sitex EarthWorks is contingent on homeowner

200 201 202 encroachments onto District property. Innerlight will provide an engineering report with surveys that list the encroachments

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Ms. DeLuna will provide a draft encroachment notice for review on November 6, 2025.

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210211

Staff will send notices with accompanying engineering surveys to violators and request that encroachments be cleared within the District policy's mandated timeframe. Homeowners receiving encroachment notices will be invited to speak at the January 2026 Board of Supervisors meeting.

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B. Discussion and Consideration of Stormwater System Repair ProposalsMs. DeLuna presented the Sitex EarthWorks Proposal.

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C. Discussion and Consideration of Innerlight Pervious Concrete Scopes of Work and Drainage Surveys

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Note: This item was inadvertently skipped and will be ratified on November 6, 2025.

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D. Discussion and Consideration of Pervious Concrete Alley Proposals This item was approved during Staff Reports after review with the District Engineer.

223224

E. Ratification of Green Earth WA# 25-25 August 2025 Irrigation Audit Repairs
This item was reviewed and approved under Staff Report B.

225226

F. Ratification of Lighting Supply Floodlight Order LS250108938

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On a motion by Mr. Grubbs, seconded by Ms. Head, with all in favor, the Board ratified Lighting Supply Floodlight Order LS250108938 in the amount of \$199.01, for NatureWalk Community Development District.

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G. Ratification of Virgin Brothers WA# 21 Trail Boardwalk Boards
This item was approved on Oct 2, 2025 and the expense is being ratified.

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On a motion by Mr. Grubbs, seconded by Ms. Head, with all in favor, the Board ratified Virgin Brothers WA# 21 Trail Boardwalk Boards in the amount of \$962.50, for NatureWalk Community Development District.

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H. Ratification of Virgin Brothers WA# 22 Bridge Wear Deck Replacement Boards

Additional wear deck boards are required for Bridge 1.

235236237

On a motion by Ms. Coram, seconded by Mr. Grubbs, with all in favor, the Board ratified Virgin Brothers WA# 22 in the amount of \$7,632.00, for NatureWalk Community Development District.

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I. Discussion and Consideration of Adding 15 MPH FDOT Speed Limit Signs on Beargrass Way

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The Board further discussed the number and placement of sign on Beargrass Way and agreed that one (1) sign will be placed on the outgoing lane, at the south end of the NatureWalk Townhomes bridge, to inform motorists coming from the parcel that the speed limit throughout NatureWalk is 15 MPH.

On a motion by Ms. Head, seconded by Mr. Grubbs, with all in favor, the Board approved a not to exceed amount of \$100.00, for any additional equipment for speed limit signs, and installed by volunteer effort, for NatureWalk Community Development District.

The Board reviewed the Egis Insurance policy documents for the fiscal year

On a motion by Mr. Grubbs, seconded by Ms. Head, with all in favor, the Board ratified the 2025-2026 Insurance for NatureWalk CDD, as presented, for NatureWalk Community Development

Ms. DeLuna explained the Rizzetta landscape inspection services in detail. The

request for proposals process was also explained. Ms. DeLuna will send example documentation, confirm pricing without LIS and contact each Board member prior to the

On a motion by Ms. Head, seconded by Mr. Grubbs, with all in favor, the Board approved Rizzetta Landscape Services for the RFP only in the amount of \$5000.00, for NatureWalk Community

L. Consideration of Resolution 2025-10, Adopting 2025-2026 Annual Meeting

On a motion by Ms. Head, seconded by Mr. Grubbs, with all in favor, the Board approved to adopt Resolution 2025-10, Adopting the 2025-2026 Annual Meeting Schedule, for NatureWalk Community

The April 2026 meeting originally scheduled for April 3 was changed to April 2, 2026.

K. Discussion and Consideration of Landscape Inspection Services

J. Ratification of 2025-2026 Insurance for NatureWalk CDD

beginning October 1, 2025.

November 6 meeting.

Development District.

Development District.

SIXTH ORDER OF BUSINESS

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District.

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Secretary/Assistant Secretary

ADJOURNMENT

There were no Supervisor Requests or Audience Comments.

SEVENTH ORDER OF BUSINESS

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board adjourned the meeting at 2:24 p.m., for NatureWalk Community Development District.

Chairman/ Vice Chairman

SUPERVISOR REQUESTS AND

AUDIENCE COMMENTS

Tab 2

NatureWalk Community Development District

<u>DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407</u>

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

WWW.NATUREWALKCDD.ORG

Operations and Maintenance Expenditures September 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2025 through September 30, 2025. This does not include expenditures previously approved by the Board.

| Approval of Expenditures: | | | | |
|---------------------------|--|--|--|--|
| Chairperson | | | | |
| Vice Chairperson | | | | |
| Assistant Secretary | | | | |

The total items being presented: \$87,739.87

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2025 Through September 30, 2025

| Vendor Name | Check Number | Invoice Number | Invoice Description | <u> Ir</u> | nvoice Amount |
|---------------------------------|--------------|------------------------------|--|-------------|---------------|
| CHELCO | 20250925-1 | Monthly Summary 08/25 ACH | Monthly Summary 08/25 | \$ | 1,967.73 |
| Danell Head | 20250916-1 | DH090425 | Board of Supervisors Meeting 09/04/25 | \$ | 200.00 |
| Egis Insurance Advisors, LLC | 300162 | 29833 | Policy #100125229 10/01/2025- 10/01/2026 | \$ | 4,352.71 |
| Egis Insurance Advisors, LLC | 300165 | 29564 | Policy #100125229 10/01/2025- 10/01/2026 | \$ | 51,818.00 |
| GreenEarth Southeast, LLC | 300163 | 164232 | Landscape Replacement 05/25 | \$ | 4,667.33 |
| Gulf Coast Electric | 300135 | 90256 | Service Call for a Led Retro Fit for a | \$ | 261.59 |
| Gulf Coast Electric | 300166 | 90387 | Streetlight out # 78 Damaged Bridge Streetlight/Decorative Light Maintenance 09/25 | \$ | 214.00 |
| Jonette Anne Coram | 300160 | JC090425 | Board of Supervisors Meeting 09/04/25 | \$ | 200.00 |
| Michael W Grubbs | 300155 | MG090425 | Board of Supervisors Meeting 09/04/25 | \$ | 200.00 |
| Rizzetta & Company, Inc. | 300133 | INV0000102252 | District Management Fees 09/25 | \$ | 5,382.84 |
| The Lake Doctors, Inc. | 300132 | 2044883 | Pond Maintenance 08/25 | \$ | 746.00 |
| The Lake Doctors, Inc. | 300156 | 2062401 | Fountain Cleaning 09/25 | \$ | 179.00 |
| The Lake Doctors, Inc. | 300161 | 2061898 | Pond Maintenance 09/25 | \$ | 746.00 |
| Valley National Bank | 20250926-1 | Valley CC 08/25 ACH | Credit Card Expenses 08/25 | \$ | 377.97 |

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2025 Through September 30, 2025

| Vendor Name | Check Number | Invoice Number | Invoice Description | <u>Ir</u> | nvoice Amount |
|-----------------------------------|--------------|-------------------------------|---|-------------|---------------|
| | | | | | |
| VGlobal Tech | 300157 | 7634 | ADA Website Maintenance 09/25 | \$ | 300.00 |
| Virgin Brothers LLC | 300158 | 218875 | Final Balance for Board Replacement WA # 20 09/25 | \$ | 10,335.00 |
| Virgin Brothers LLC | 300164 | 092325 Virgin Brothers | Replace Trail Board 09/25 # 21 | \$ | 962.50 |
| Virgin Brothers LLC | 300164 | 092325 Virgin Brothers WA #22 | 60 % Deposit for Trail Boardwalk # 22 09/25 | \$ | 4,579.20 |
| Walton County Chamber of Commerce | 300159 | 44851 | Board Room Rental 08/25 | \$ | 250.00 |
| Report Total | | | | \$ <u> </u> | 87,739.87 |

Tab 3

ESTIMATE

Panhandle Construction **Enterprise LLC** 388 Oakwood Lakes Blvd

Defuniak Springs, FL 32433-7739

Panhandle.const.entps@gmail.com +1 (850) 830-7789



| Bill to | |
|---------|-----------|
| branch | mcclendon |
| rbm | |

Estimate details

Estimate no.: 1183

Estimate date: 10/16/2025

| # | Description | | Amount |
|----|--|-------|--------------|
| 1. | concrete remove and replace at nature walk | | |
| 2. | chord grass way remove 6" of concrete and two inch of base for new 8" permeable road | | \$82,500.00 |
| 3. | prep compact and pour back new permeable road | | \$117,500.00 |
| 4. | river oats | | |
| 5. | remove 6" of permeable concrete and 2" of base | | \$70,550.00 |
| 6. | prep, compact, pour new 8" permeable road | | \$97,750.00 |
| | | Total | \$368,300.00 |

Accepted date 10/16/2025

Accepted by

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

Proposal

Date

10/13/2025

Name / Address

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

Project

Alley Roadway

| Description | | Tota | al |
|--|------------------|-------|--------|
| | | | 0.00 |
| Alley Roadway @ River Oats La | ne | | |
| Alicy Roadway (a) Rivel Oats La | iic | | |
| Tear Out Concrete & 2" of Dirt | | | |
| Repour 8" Thick | | | |
| Labor - Tear Out, Form, Prep, Pour & Finish | | | |
| Materials - Forms, Concrete, Dumpsters & Equipment | | | |
| 3600 sq ft @ \$18.40 per | \$66,240.00 | | |
| | | | |
| | | | |
| | | | |
| Alley Roadway @ Chordgrass Wa | y | | |
| Tear Out Concrete \$ 2" of Dirt | | | |
| Repour 8" Thick | | | |
| Labor - Tear Out, Form, Prep, Pour & Finish | | | |
| Materials - Forms, Concrete, Dumpsters & Equipment | | | |
| 4430 sq ft @ \$18.40 per | \$81,512.00 | | |
| Concrete Price Subject to Change by the time job is to be done. | | | |
| DOES NOT INCLUDE - EXCAVATION , PRETREAT, ANCHORI (BOLTS, STRAPS,POST BRACKETS, ETC) FILL DIRT, FILLIN SITE PREPERATION, BLOCK OR BLOCK FILL, UNLESS SPECI | G SLAB TO GRADE, | Total | \$0.00 |

TIGHTLINE CONSTRUCTION, INC.

3601 East 11th Street Panama City, Florida 32401 (850) 624-9217 Phone

September 24, 2025 Innerlight Engineering Corporation 11490 Emerald Coast Parkway Suite 2W Miramar Beach, Florida 32550

Attention: James A. Martelli, P.E.

Re: Pervious Concrete Pavement

We propose to furnish all equipment, labor, and materials necessary to remove the existing 6" pervious concrete and 2" of base material, and to form, place, and finish approximately 8,021 SF (two streets) for the above-mentioned project. All permits, testing, site access, and MOT are to be provided by others.

Notes:

- Pervious concrete requires a 28-day curing period before being opened to traffic. •
- Portions of the existing curb appear damaged and may not remain intact during demolition. A unit price for curb replacement is included below to cover any areas requiring repair.

| Item No. | Item Description | ~Qty | Unit | Unit Cost | Total Cost |
|------------------------------|-------------------------------------|------|------|-----------|-------------|
| 1 | Pervious Concrete (River Oaks Lane) | 3594 | SF | \$18.55 | \$66,668.70 |
| 2 | Pervious Concrete (ChordGrass Way) | 4427 | SF | \$18.55 | \$82,120.85 |
| 3 Ribbon Curb N/A LF \$40.00 | | | | TBD | |
| This propose | \$148,789.55 | | | | |

Thank you for the opportunity to provide a quote for this work. Please review the details, and if you have any questions or need further clarification, feel free to call or text me on (850) 625-9247.

Sincerely, Josey Nixon Tightline Construction, Inc.

Tab 4



October Completed_Services 2025 Nature Walk CDD

General Maintenance: Weekly

- 10/07/2025
- 10/14/2025
- 10/21/2025
- 10/28/2025

Flex Crew

- 10/1/2025
- 10/08/25
- 10/10/2025
- 10/13/2025
- 10/16/2025
- 10/20/2025
- 10/22/2025
- 10/27/2025
- 10/29/2025
- 10/30/2025

Trail Trimming

• 10/06/2025

Pond Maintenance

- 10/06/2025
- 10/13/2025





Irrigation Audits-

- 10/01/2025
- 10/02/2025
- 10/06/2025
- 10/07/2025
- 10/08/2025
- 10/09/2025
- 10/10/2025

Turf Applications

• 10/23/2025

Lawn Aeration

• N/A





November <u>Anticipated</u> Services 2025 Nature Walk CDD

General Maintenance: Weekly

- 11/11/2025
- 11/25/2025

Flex Crew

- 11/03/2025
- 11/05/2025
- 11/06/2025
- 11/10/2025
- 11/12/2025
- 11/13/2025
- 11/17/2025
- 11/19/2025
- 11/20/2025
- 11/24/2025
- 11/26/2025

Trail Trimming

- 11/18/2025
- 11/19/2025

Pond Maintenance

- 11/12/2025
- 11/13/2025

Irrigation Audits-





- 11/12/2025
- 11/13/2025

Turf Applications

• 10/27/2025

Lawn Aeration

• N/A



Tab 5

October 27, 2025 Contract No. - 100106

Nature Walk CDD

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

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

Work order scope:

Winter annual change out. Will remove current flowers and replace with pansies in front and snapdragons in back. Deer netting will be used to prevent the deer from eating the flowers.





| ITEM | QTY | UNIT PRICE | TOTAL PRICE |
|--------------------------------|-------|------------|-------------|
| NEW Fall/Winter Standard Color | 35.00 | \$9.57 | \$334.82 |
| NEW Fall Bed Prep | 35.00 | \$2.03 | \$71.18 |
| Drive Time | 0.50 | \$76.14 | \$38.07 |
| *Labor - Enhancement | 0.00 | \$0.00 | \$0.00 |
| Misc | 50.00 | \$2.55 | \$127.70 |

WORK ORDER SUMMARY

| SERVICES | SALES TAX | TOTAL PRICE |
|------------------------------|-----------|-------------|
| Seasonal Flower Installation | \$0.00 | \$481.55 |
| | \$0.00 | \$481.55 |
| | Sale | \$481.55 |
| | Sales Tax | \$0.00 |
| | Total | \$481.55 |

| Ву | | Ву | |
|------|-------------------------------|-----------------|--|
| | Matt Weinrich (GE) | | |
| Date | 10/27/2025 | Date | |
| | American Landscaping Partners | Nature Walk CDD | |





Date: 10/27/2025

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

Winter Flower Change 10/25 Rev2

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

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

Work order scope:

Winter annual change out. Will remove current flowers and replace with single color rows of pansies .Three colors available in combination or singular.







Total: \$476.50 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 | | Ву | |
|------|-----------------------------|-----------------|--|
| | Matt Weinrich (GE) | | |
| Date | 10/27/2025 | Date | |
| _ | Green Earth Southeast, LLC. | Nature Walk CDD | |

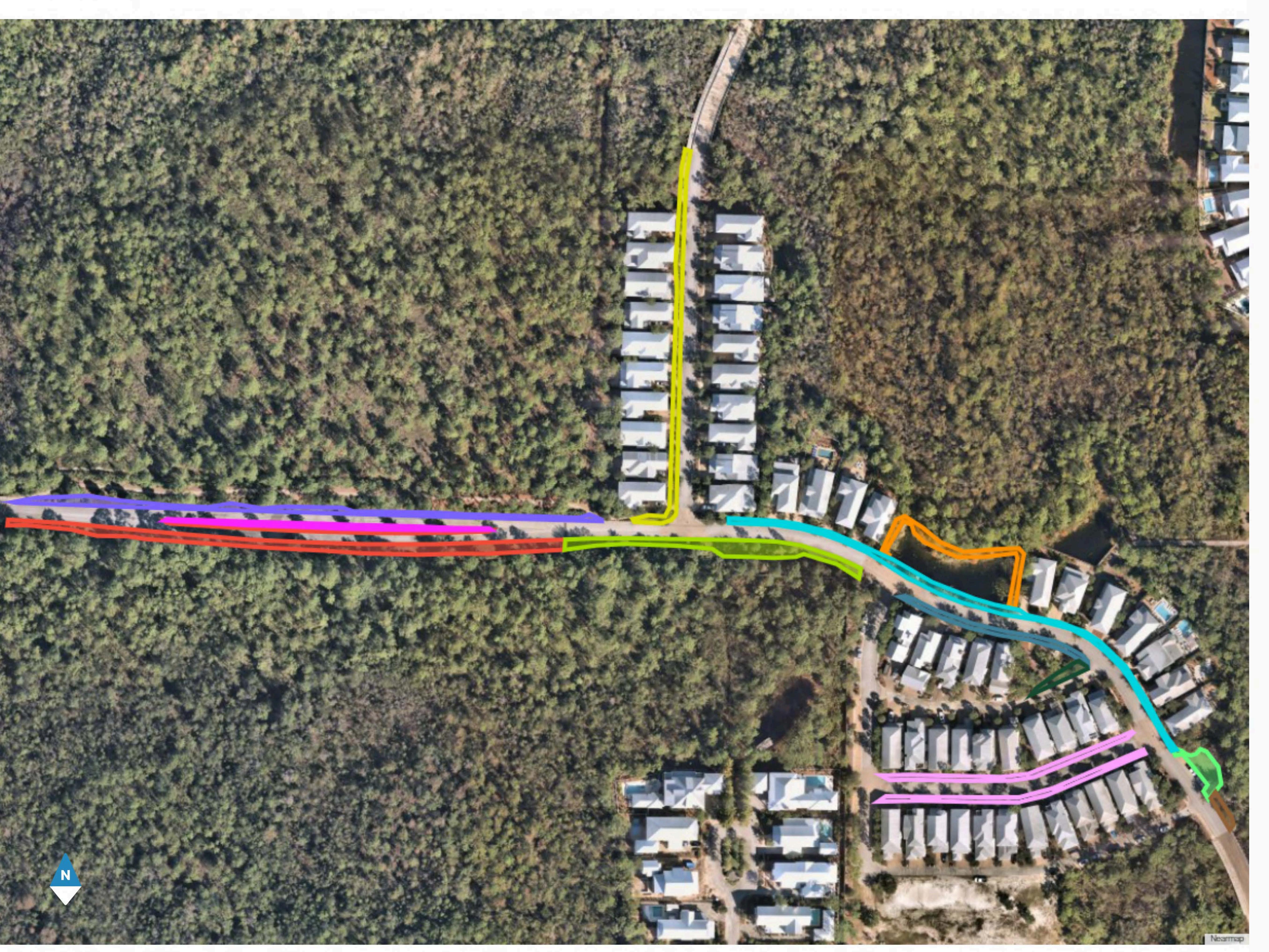
Tab 6



Legend

| Name | Quantity |
|--------------|----------|
| Controller 1 | |
| Zone 1 | 3529 SF |
| Zone 2 | 2210 SF |
| Zone 3 | 1516 SF |
| Zone 4 | 6544 SF |
| Zone 5 | 3770 SF |
| Zone 6 | 1221 SF |
| Zone 7 | 2038 SF |

Controller 2



Legend

| Name | Quantity |
|----------------|----------|
| Controller 2 | |
| Zone 1 | 13061 SF |
| Zone 2 | 6592 SF |
| Zone 3 | 2439 SF |
| Zone 5 | 5846 SF |
| Zone 6 | 5822 SF |
| Zone 7 | 2014 SF |
| Zone 8 | 2231 SF |
| Zone 9 | 3206 SF |
| Zone 10 | 1053 SF |
| Zone 11 | 654 SF |
| Zone 12 | 6059 SF |
| zone 13 | 5661 SF |



Legend

| Name | Quantity |
|---------------|----------|
| Controller 3 | |
| Zone 1 | 2634 SF |
| Zone 3 | 3042 SF |
| Zone 4 | 18167 SF |
| Zone 5 | 8461 SF |
| Zone 6 | 11638 SF |
| Zone 7 | 15643 SF |
| Zone 9 | 3462 SF |
| Zone 10 | 6237 SF |
| Zone 11 | 3100 SF |
| Zone 12 | 7123 SF |
| zone 13 | 2742 SF |
| Zone 15 | 1908 SF |
| zone 18 | 2541 SF |
| zone 19 | 3542 SF |
| zone 22 | 1761 SF |
| Zone 24 | 10195 SF |



Legend

| Name | Quantity |
|--------------|----------|
| Controller 4 | |
| Zone 1 | 8627 SF |
| Zone 2 | 2665 SF |
| Zone 3 | 3884 SF |
| Zone 4 | 2769 SF |
| Zone 5 | 6103 SF |
| Zone 6 | 4374 SF |
| Zone 7 | 3706 SF |

Tab 7

EASEMENT PURCHASE AND SALE CONTRACT

| This Real Easement Purchase and Sale Agreement ("Agree | ment") is <u>mad</u> e | e this | day of |
|--|------------------------|----------|--------|
| 2025 (the "Effective Date"), by and between: C | H Holdings, I | nc., and | Titans |
| Acquisitions, LLC (collectively "Seller"); | ("Future | Seller") | ; and |
| NatureWalk Community Development District, ("Buyer"). | | | |

RECITALS

WHEREAS, Seller owns certain property identified as Tract H, per the Plat of NatureWalk at Seagrove Replat, as recorded in Plat Book 18, Page 8 through 8Q, inclusive, of the Official Records of Walton County, Florida ("**Tract H**");

WHEREAS, Future Seller is anticipated to acquire Tract H from Seller;

WHEREAS, Buyer is a unit of special purpose local government established and existing under Chapter 190, Florida Statutes, the boundaries of which encompass a community known as NatureWalk at Seagrove (the "NatureWalk Community"); and

WHEREAS, Tract H is located within the NatureWalk Community and Buyer desires to acquire an easement for emergency ingress and egress over and through a portion of Tract H for use in the event emergency circumstances make ingress or egress to or from the NatureWalk Community via Sandgrass Boulevard to County Highway 395 impossible.

TERMS

NOW THEREFORE, in consideration of the mutual undertakings of the Parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and incorporated herein. "Seller", "Future Seller" and their successors and assigns may hereinafter be referred to as "Owner"; "Seller", "Future Seller", "Buyer" and their successors and assigns may hereinafter be referred to as the "Parties".
- 2. Easement. Seller agrees to sell and Buyer agrees to buy a proposed 20-foot-wide ingress and egress easement encompassing approximately 631 square feet located within Tract H as generally depicted on the **Exhibit A** (the "**Easement**"), subject to the terms and conditions of this Agreement. Buyer and Seller acknowledge and agree that the proposed location of the Easement has been determined based on Seller's development plans for Tract H and the proposed location of the road thereon and location of the forest service road to the north of Tract H, all as generally depicted on Exhibit A. To the extent the actual development of Tract H differs in pertinent detail from Exhibit A, Buyer and Seller will

- cooperate in good faith to determine reasonable modifications to the location of the Easement as necessary to effectuate the intend use of the Easement while minimizing any impacts to Seller's development plans.
- 3. <u>Legal Description of Easement</u>. During the Contingency Period (as hereinafter defined), Buyer and Seller shall cooperate in good faith to establish the boundary of the Easement by metes and bounds legal description or by reference to a future recorded plat which will include Tract H (the "**Plat**"). Buyer will bear the ultimate cost of preparing a legal description of the Easement.
- 4. Future Seller. Buyer acknowledges that Seller is actively marketing Tract H for sale, expects that Tract H will be sold to Future Seller imminently, and understands that recording of the Plat is expected after the sale of Tract H to Future Seller. Seller and Future Seller agree that in the event Future Seller becomes the owner of Tract H, Future Seller assumes the rights, obligations, and duties of Seller pursuant to this Agreement automatically without the need for an assignment or other document, and Future Seller agrees to consummate sale of the Easement to Buyer in accordance with the terms of this Agreement. In the event Future Seller does not purchase Tract H, Seller agrees, as a condition of sale to any third-party buyer, to obtain the consent and agreement of the third-party buyer of Tract H to the terms of this Agreement to effectuate the intended sale of the Easement to the Buyer.
- 5. <u>Form of Conveyance of the Easement</u>. The Easement shall be conveyed to Buyer by non-exclusive perpetual easement including restrictions and covenants as provided by this Agreement. Buyer shall prepare conveyance documents, and the Parties shall cooperate in good faith with regard to finalization of such documents.
- 6. <u>Restrictions and Covenants on Use of Easement</u> The following covenants and restrictions on use of the Easement shall be incorporated into any non-exclusive perpetual easement or other document(s) conveying the Easement and shall run with the land:
 - a. Scope of Use of the Easement. Use of the Easement by Buyer shall be solely for the purpose of allowing residents or others within the boundaries of the NatureWalk Community ingress and egress by way of the forest service road to the north of Tract H in the event emergency circumstances make ingress or egress from the NatureWalk Community by Sandgrass Boulevard to County Highway 395 impossible. As used herein, "emergency circumstances" means that a natural disaster (hurricane, tornado, forest fire) or other circumstance renders ingress or egress by Sandgrass Boulevard to County Highway 395 impossible for any extended period during which the public health, safety, and welfare necessitate the ability to otherwise enter or leave the NatureWalk community, as determined in Buyer's reasonable exercise of its good faith discretion. Owner acknowledges that Buyer's access to and use of the Easement necessitates rights to access the Easement and travel over and across the roadway planned for development on Tract H. Owner agrees and acknowledges that such rights shall not be impeded.

Buyer shall make reasonable efforts to educate the NatureWalk Community that the Easement is not to be used for any routine, non-emergency, access to the forest service property to the north of Tract H (including, for example, by posting appropriate signage consistent with the style or other signage within the NatureWalk community). In the event individuals inside or outside the NatureWalk Community inappropriately use the Easement despite reasonable educational efforts, Buyer and Seller (or Seller's successors) shall cooperate in good faith to determine reasonable, mutually agreeable measures that may be taken to prevent such inappropriate use of the Easement.

b. *Maintenance of the Easement*. The area within the Easement shall be maintained by the Owner as a grassed or sodded natural area that allows for its intended use as an emergency ingress and egress for the NatureWalk community. In no event shall Owner make use of the area within the Easement in a manner that interferes with use of the Easement area as an emergency ingress and egress. If Buyer reasonably determines that subsurface stabilization of the Easement area is necessary to ensure it can be used for emergency ingress and egress, Owner shall cooperate in good faith with Buyer in Buyer's performance of such improvement to the Easement area. The cost of any such improvement to the Easement area shall be born by Buyer and the Easement area will be returned to its pre-improvement state (as a grassed or sodded natural area) upon completion of any sub-surface improvements.

In the event the Easement is used by the NatureWalk Community for emergency ingress and egress purposes, Buyer shall return the Easement to its pre-use condition within thirty (30) days of the end of such emergency use period. Buyer may request an extension of such thirty (30) day period if it can demonstrate to Owner that such extension is reasonably necessary.

7. Consideration.

- a. Buyer shall pay Seller \$15,000 for conveyance of the Easement pursuant to the terms of this Agreement at Closing (as hereinafter defined). Payment shall occur by check or wire as requested at least seven (7) days prior to Closing by Seller.
- b. Within seven (7) days of Effective Date, Buyer shall provide Seller a written letter indicating that Buyer and Seller have reached an agreement that provides for future conveyance of an easement to allow emergency ingress and egress via Tract H for the benefit of the NatureWalk Community.
- c. Buyer agrees to accept conveyance of that portion of the stormwater pond located within Tract H identified as a portion of SWMF 29 on Exhibit A (the "Stormwater Pond") for maintenance consistent with Buyer's maintenance of other stormwater ponds it owns and maintains within the NatureWalk Community. Buyer will accept such maintenance responsibility after recording of the Plat, Buyer's inspection and confirmation that any improvements to the Stormwater Pond required by applicable regulatory authorities are complete, and conveyance of improvements and real property interests (by easement or deed as determined by Owner)

- associated with the Stormwater Pond as reasonably necessary for Buyer to access and conduct future maintenance of the Stormwater Pond.
- 8. <u>Due Diligence Items</u>. Attached to this Agreement as Exhibit "B" is a list of documents and information relating to the Easement, and the ownership and/or operation thereof, that Buyer desires to review in connection with its determination as to whether to proceed to purchase the Easement (the "**Due Diligence List**"). Within fifteen (15) Business Days (as hereinafter defined) after the Effective Date, Seller shall Deliver (as hereinafter defined) to Buyer all of the items on the Due Diligence List (the "**Due Diligence Materials**") that are actually in Owner's possession or control. As used in this Agreement, the term "**Deliver**" shall mean provide by any of the following methods: (a) deliver a physical copy to Buyer; (b) deliver to Buyer a digital copy (e.g. a pdf, tif or jpg file) by email or on a memory medium (e.g. a flash drive); or (c) make available to Buyer on a website (e.g. a Dropbox). Buyer shall have the right to conduct a due diligence review (the "**Due Diligence Review**") of the Easement and the Due Diligence Materials during the period beginning on the Effective Date and ending upon the expiration of the Contingency Period (hereinafter defined).
- 9. Contingency Period. Buyer shall have forty-five (45) days from Owner's delivery of the Due Diligence Materials to conduct its Due Diligence Review ("Contingency Period"). Owner shall notify Buyer when Owner has delivered to Buyer the last of the Due Diligence Materials, and the resulting commencement of the Contingency Period, and Buyer shall notify Owner of Buyer's concurrence therewith. During the Contingency Period, Buyer shall have the right to access Tract H to conduct reasonable inspections of the Easement area. During the Contingency Period, Buyer shall determine whether the Easement is suitable to Buyer, in Buyer's sole discretion. Unless Buyer sends a written notice of Buyer's intent to proceed ("Notice to Proceed") before the expiration of the Contingency Period, this Agreement shall automatically terminate at the expiration of the Contingency Period and none of the Parties shall have any liability to the other except for obligations that expressly survive termination of this Agreement (the "Surviving Obligations").
- 10. Closing. Closing shall occur on the earlier of: (i) sixty (60) days following the conclusion of the Contingency Period, or (ii) thirty (30) days following recording of the Plat, but in no event earlier than thirty (30) days following the conclusion of the Contingency Period ("Closing"). Buyer and Owner shall be responsible for their own attorneys' fees. Buyer shall pay any taxes or fees associated with recording. Owner shall be responsible for any taxes or assessments due on Tract H and any documentary stamp tax due in connection with conveyance of the Easement.

At Closing, Owner shall execute and deliver subject to Buyer's counsel's reasonable approval: (i) the non-exclusive perpetual easement in recordable form for the Easement;

- (ii) a bill of sale and a deed or easement conveying the improvements and real property interest necessary for Buyer's future maintenance of the Stormwater Pond free and clear of all liens and encumbrances created by or arising through Owner; (iii) certification that each and every representation and warranty of Owner under this Agreement is true and correct as of the Closing as if made by Owner at such time; and (iv) an owner's title affidavit required to convey marketable title in the Stormwater Pond if conveyance is by deed. Closing may occur by mail or electronic means.
- 11. <u>Further Assurances</u>. Each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions, purpose, and intent of this Agreement, provided such documents do not impose any material obligations upon any party hereunder unless specifically provided for in this Agreement.
- 12. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or Parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or Parties may be entitled. This paragraph shall survive the Closing.
- 13. <u>Notices</u>. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such Communication) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, or sent by national overnight service addressed to the following or to such other addresses as any party may designated by Communication complying with the terms of this paragraph:

If to Seller: [To Be Inserted]

With a copy to:

If to Buyer: [To Be Inserted]

With a copy to:

Each such Communication shall be deemed delivered: (i) On the date of delivery if by personal delivery or delivery by national overnight service; (ii) On the date of the email transmission if by email (subject to further terms of this paragraph); and (iii) If the Communication is mailed on the earlier of: (a) the date upon which Return Receipt is signed; or (b) the date upon which delivery is refused. Notwithstanding the foregoing, service by personal delivery or by email sent after 5:00 PM shall be deemed to have been made on the next day that is not a Saturday or Sunday or legal holiday.

If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

Concerning Communications sent by Email: The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for sender to re-send the Communication by a different authorized means shall be extended one (1) Business Day.

If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) Business Day;

Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

- 14. <u>Seller's Representations</u>. As of the date hereof, Seller hereby represents and warrants to its knowledge, information and belief and without investigation as follows (each and all to which, to the extent applicable shall be to its knowledge, information and belief true as of Closing):
 - a. The execution and delivery of this Agreement and the conveyance of the Easement by Seller pursuant to this Agreement, does not require the consent of any person, agency, or entity not a party of this Agreement, and does not violate the terms of any other contract or instrument to which Seller is a party or by which it is bound.
 - b. There are no: (1) violations of building codes and/or zoning ordinances or other governmental or regulatory laws, ordinances, regulations, orders or requirements affecting the Easement; (2) existing, pending or threatened lawsuits, or appeals of

prior lawsuits, affecting the Easement; (3) existing, pending or threatened condemnation proceedings affecting the Easement; (4) existing, pending or threatened zoning, building or other moratoria, downzoning petitions, proceedings, restrictive allocations or similar matters that could adversely affect the Easement; or (5) unrecorded easements, restrictions or encumbrances affecting all or any part of the Easement.

- c. Seller has not used, manufactured, stored, or released any "Hazardous Materials" (as hereinafter defined) on, in or around the Easement area, and, to the best of Seller's knowledge, no other person or entity has ever used, manufactured, stored or released any Hazardous Materials on, in or around the Easement area, and, to the best of Seller's knowledge, no Hazardous Materials are present in, on, under or around the Easement area. As used herein, "Hazardous Materials" shall mean petroleum and petroleum-based products and any other substance or material, the use, manufacture, storage, release or presence of which in land, water or elsewhere in the environment is limited, prohibited or in any other way regulated by any federal, state or local law, ordinance, rule or regulation. Seller further represents and warrants that, to the best of Seller's knowledge, no portion of the Easement area has ever been used as a landfill or a dump.
- d. There are no agreements currently in effect which prohibit or restrict the sale of the Easement.
- e. No commitments or agreements have been or will be made by Seller to any governmental authority, utility company, school board, church or other religious body, any homeowners or homeowners' association, or any other organization, group or individual, relating to the Easement which would impose an obligation upon Buyer to make any contributions or dedications of money, land, or any interest in land, to construct, install or maintain any improvements of a public or private nature on or off the Easement, or otherwise impose any obligations or liability on Buyer or the Easement.
- f. All Due Diligence Materials delivered to Buyer pursuant to this Agreement are true, correct and complete copies of all such items.
- 15. <u>Cure Period</u>: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Agreement, the other party will deliver written notice to the non-complying party specifying the non-

- compliance. The non-complying party will have five (5) Business Days after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.
- 16. Force Majeure: Buyer or Seller shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods will be extended a reasonable time up to seven (7) days after the Force Majeure no longer prevents performance under this Agreement, provided, however, if such Force Majeure continues to prevent performance under this Agreement more than 30 days beyond Closing, then either party may terminate this Agreement by delivering written notice to the other.
- 17. <u>No Personal Liability</u>. No member, manager, employee, attorney or other agent of Buyer will have any personal liability for any obligations entered into on behalf of Buyer.
- 18. Multiple Counterparts; and Signatures. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature. In order to expedite the transaction contemplated herein PDF signatures sent via e-mail may be used in place of original signatures on this Agreement and/or this Agreement may be executed digitally via DocuSign or another app. Seller and Buyer intend to be bound by the signatures on the e-mailed or digitally signed document, are aware that the other party will rely on the e-mailed or digitally-signed document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.
- 19. <u>Mutuality of Negotiation</u>. Buyer and Seller acknowledge that this Agreement is a result of negotiations between Buyer and Seller and the Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Agreement. In all respects, the Parties shall cooperate in good faith to effectuate the provisions and intent of this Agreement.
- 20. <u>Venue</u>. Venue for any suit resulting or arising from, or to enforce or construe this Commercial Contract shall be brought only in Walton County, Florida in a court of competent jurisdiction.

- 21. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR AGREEMENT, ANY AND ALL TRANSACTIONS RELATES TO THIS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- 22. <u>Time Periods</u>. Time is of the essence in this Agreement and each and every provision hereof. Any reference to any "day" or any number of "days" without explicit reference to "Business Days" shall be deemed to refer to a calendar day or number of calendar days. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time begins to run shall not be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday. "Business Day" means a day on which banks are open for general commercial business in the State of Florida and a Business Day begins at 8:00 a.m. and ends at 5:00 p.m., prevailing local time.

[Signatures on Next Page]

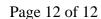
[EXECUTION PAGES TO BE INSERTED]





Exhibit B Due Diligence List

- 1. Copies of surveys, topographic studies, maps and subdivision plats.
- 2. Copies of most recent title policies, commitments, searches or reports.
- 3. A description of any current or threatened litigation.
- 4. Copies of any licenses and permits required to operate the Easement.
- 5. Copies of recorded easements and reciprocal-use agreements or restriction agreements, if any.
- 6. Copies of environmental reports, including any remediation and maintenance programs, or geotechnical reports.
- 7. Copies of any appraisals.
- 8. Copies of any traffic studies.



Tab 8



3434 Colwell Avenue Suite 200 Tampa, FL 33614 p: 813.514.0400 f: 813.514.0401

rizzetta.com

District : Nature Walk Community Development District

Subject : New Development in District

Thank you for your interest in the NatureWalk Community Development District. NatureWalk Community Development District (the "District"), a local unit of special purpose government created under Florida law, has constructed and is responsible for the maintenance of certain improvements, infrastructure and facilities within the District. The District financed this construction through the sale of tax-exempt bonds, a form of public financing. As a result, and in accordance with applicable federal and state law, all District owned improvements, infrastructure and facilities are and shall remain open and accessible to the general public. We have provided detailed information below pertaining to ongoing development questions within the District. Please review them. Any other information or questions can be asked to District Manager at sdeluna@rizzetta.com.

NatureWalk CDD bond pay offs can be researched by reaching out to bondpayoff@rizzetta.com. The recommendation is any due diligence or questions pertaining to this may need to be accessed by a title company and/or agent requesting.

NatureWalk does not own utilities. Therefore, the district will recommend you reach out to your local county building department pertaining to roadways or utility access for your area in question.

The district may require a licensing agreement if accessing the parcel by use of the entry way bridge. Weight restrictions of construction related traffic is subject to District Engineer review.

Due to the cost associated to the district, only under contract parcels will be reviewed with an access request. Those fees are subject to the requesting party should they require additional review.

Thank you,

Tampa | Wesley Chapel | St. Augustine | Orlando | Panama City Beach | Fort Myers | Riverview

Tab 9



Innerlight Engineering Corporation

11490 Emerald Coast Parkway Suite 2W Miramar Beach, FL 32550 +18504245855 www.ieceng.com

INVOICE

BILL TO

Naturewalk Community Development District C/O: Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, Florida 33614



| DATE | DESCRIPTION | QTY | RATE | AMOUNT |
|------------|---|-------------|----------|------------|
| 09/30/2025 | Specific Purpose Survey - Chordgrass Way | 1 | 2,500.00 | 2,500.00 |
| 09/30/2025 | Specific Purpose Survey - River Oats | 1 | 2,500.00 | 2,500.00 |
| 09/30/2025 | Scope of Work Drawing - Chordgrass Way | 1 | 1,500.00 | 1,500.00 |
| 09/30/2025 | Scope of Work Drawing - Chordgrass Way | 1 | 1,500.00 | 1,500.00 |
| | | BALANCE DUE | | \$8,000.00 |

Tab 10

AGREEMENT BETWEEN THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AND TIGHTLINE CONSTRUCTION, INC., FOR ALLEYWAY REPAIR SERVICES

| THIS AGREEMENT ("Agreement") is made and entered into this | day of . | |
|---|----------|--|
| 2025, by and between: | | |

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

Tightline Construction, Inc., a Florida corporation, with a mailing and principal address at 3601 E. 11th Street, Panama City, Florida 32401 ("Contractor", together with District, "Parties").

RECITALS

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

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

WHEREAS, the District has a need to retain an independent contractor to provide repair and replacement services; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide repair and replacement services for pervious concrete pavement entailing the removal of existing concrete and base material and the installation of approximately 3,594 square feet of base material and pervious concrete consisting of a street known as River Oats Lane and has agreed to provide such services to the District as further described in **Composite Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

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

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

- **SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.
- **SECTION 2. DUTIES.** The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Composite Exhibit A** hereto.
 - A. Contractor shall provide repair and replacement services, as described in Composite Exhibit A. (for clarity, Services to be performed do not include

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

- **B**. Services shall commence on January 19, 2026 (or earlier upon agreement of the District). Installation shall be complete by February 1, 2026, and installed improvements shall be complete and useable for the purpose for which they are intended (including curing of installed pervious concrete) no later than March 2, 2026, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- **D.** Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- **F.** Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

A. The District shall pay Contractor \$66,668.70 for the Services as identified in Composite Exhibit A attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. Such amounts include all materials and labor provided for in Composite Exhibit A and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services. The District shall provide payment

within forty-five (45) days of receipt of invoices, which shall only include materials and labor satisfactorily provided through the date of such invoice.

- **B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security Workmen's payments. Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

SECTION 5. INSURANCE.

- **A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

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

SECTION 6. INDEMNIFICATION.

- **A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against

the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

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

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

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

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

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

- **SECTION 13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
- **SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.
- **SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.
- SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
- **SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- **SECTION 18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Composite Exhibit A** shall apply to this Agreement and **Composite Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.
- **SECTION 20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.
 - **SECTION 21. AUTHORIZATION.** The execution of this Agreement has been duly

authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

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

A. If to District: NatureWalk Community Development

District

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614 Attn: District Manager

With a copy to: Kutak Rock LLP

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

B. If to the Contractor: Tightline Construction, Inc.

3601 E. 11th Street

Panama City, Florida 32401

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

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

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

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Stephanie DeLunca ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

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

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

SECTION 28. COUNTERPARTS. This 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 29. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[Remainder of this page intentionally left blank]

| | NATUREWALK COMMUNITY DEVELOPMENT DISTRICT |
|-----------|---|
| Secretary | By: Its: |
| | TIGHTLINE CONSTRUCTION, INC. |
| Witness | By: Its: |

Composite Exhibit A: Scope of Services

COMPOSITE EXHIBIT A

TIGHTLINE CONSTRUCTION, INC.

3601 East 11th Street Panama City, Florida 32401 (850) 624-9217 Phone

September 24, 2025 Innerlight Engineering Corporation 11490 Emerald Coast Parkway Suite 2W Miramar Beach, Florida 32550

Attention: James A. Martelli, P.E.

Re: Pervious Concrete Pavement

We propose to furnish all equipment, labor, and materials necessary to remove the existing 6" pervious concrete and 2" of base material, and to form, place, and finish approximately 8,021 SF (two streets) for the above-mentioned project. All permits, testing, site access, and MOT are to be provided by others.

Notes:

- · Pervious concrete requires a 28-day curing period before being opened to traffic.
- Portions of the existing curb appear damaged and may not remain intact during demolition. A unit price for curb replacement is included below to cover any areas requiring repair.

| Item No. Item Description | | ~Qty | Unit | Unit Cost | Total Cost |
|---|---|------|-------------|--------------------|--------------|
| 1 Pervious Concrete (River Oaks Lane) 3 | | 3594 | SF | \$18.55 | \$66,668.70 |
| 2 | Pervious Concrete (ChordGrass Way) | 4427 | SF | \$18.55 | \$82,120.85 |
| 3 Ribbon Curb | | N/A | LF | \$40.00 | TBD |
| This propose | Il is a unit price quote, Meaning the pricing is based on the cost per unit approximate and may vary due to several fact | - | m provided. | All quantities are | \$148,789.55 |

Thank you for the opportunity to provide a quote for this work. Please review the details, and if you have any questions or need further clarification, feel free to call or text me on (850) 625-9247.

Sincerely, Josey Nixon Tightline Construction, Inc. CONSTRUCTION PLANS FOR:

NATUREWALK AT SEAGROVE BEACH

PAVEMENT REHABILITATION PROJECT

(RIVER OATS LANE)

SECTION 11 AND 14, TOWNSHIP 3 SOUTH, RANGE 19 WEST WALTON COUNTY, FLORIDA

VICINITY MAP N.T.S



PROJECT DATA

| PROJECT NAME: | NATUREWALK AT SEAGROVE BEACH | |
|---------------------|---|--|
| CUENT NAME: | NATUREWALK COMMUNITY DEVELOPMENT DISTRICT 120 RICHARD JACKSON BOULEVARD, SUITE 220 PANAMA CITY BEACH, FLORIDA, 32407 CONTACT: KIM O'MERA, DISTRICT MANAGER/LCAM | |
| PREPARED BY: | INNERLIGHT ENGINEERING CORPORATION 11 490 EMERALD COAST PARKWAY, SUITE 2W MIRAMAR BEACH, FLORIDA 32550 | |
| ENGINEER OF RECORD: | JAMES A, MASTELLI P.E. FLORIDA, REG., NO. 51.62 RINGER, ON. 51.62 | |

SHEET INDEX

| SHEET NUMBER | SHEET TITLE |
|--------------|---------------------------------------|
| 1.0 | COVER PAGE |
| 2.0 | PAVEMENT REHABILITATION (KEY SHEET) |
| 3.0 | PAVEMENT REHABILITATION (SHEET 1 OF 1 |



CONSTRUCTION NOTES

- 1. CONTRACTORS SHALL MAINTAIN PUBLIC ACCESS AT ALL TIMES ALONG WALTON COUNTY RIGHT-OF-WAYS.
- 2. NO PARKING OR UNLOADING OF MATERIALS SHALL OCCUR WITHIN PUBLIC RIGHT-OF-WAY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO STRUCTURES WITHIN THE PUBLIC RIGHT-OF-WAY AND SHALL REPAIR ANY DAMAGE CAUSED BY THE CONSTRUCTION ACTIVITIES TO THE PUBLIC RIGHT-OF-WAY AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL NOT RELOCATE ANY SIDEWALK OR MULTI-USE PATH WITHIN THE COUNTY RIGHT-OF-WAY WITHOUT WRITTEN PERMISSION FROM THE WALTON COUNTY ENGINEER.
- CONTRACTOR SHALL MARK ALL CROSSWALKS AND MULTI-USE PATH CROSSI PEDESTRIAN PATHWAY AFTER THE FINAL ASPHALT IS IN PLACE.
- 6. ALL LANDSCAPING WITHIN THE COUNTY RIGHT-OF-WAY SHALL CONSIST OF DROUGHT TOLERANT SPECIES. NOTHING SHALL BE ERECTED, PLACED, PARKED, PLANTED, OR ALLOWED TO GROW IN SUCH A MANNER AS
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- 8. PARTY RESPONSIBLE FOR MONITORING CONSTRUCTION: NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
- PARTY RESPONSIBLE FOR SUBMITTING TO THE DISTRICT, THE NOTICE OF CONSTRUCTION COMMENCEMENT AND AS-BUILT CERTIFICATIONS FOR PROJECT: NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
- 10. MAINTENANCE ENTITY: NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

INNERLIGHT ENGINEERING CORPORATION THEN SERVE SERVE SERVE THE APPLIED SCIENCE OF STORESS



NATUREWALK AT SEAGROVE BEACH PAVEMENT REHABILITATION PROJECT

RECORD DATA DATE: 09.16.2025 REV. NO: N/A REV. DATE: N/A DRAWN BY: CRP REVIEWED BY: JAM



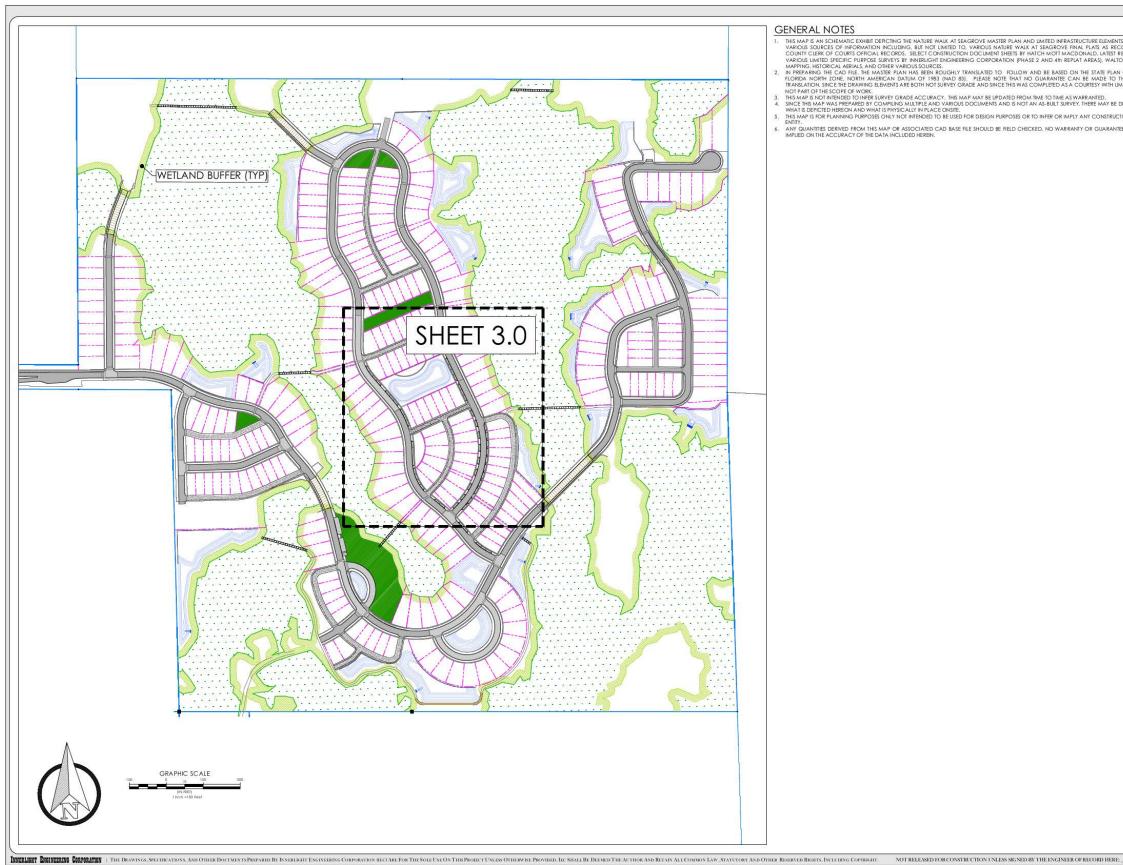


SHEET TITLE

COVER PAGE

SHEET NUMBER

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GENERAL NOTES

- GENERAL NOTES

 1. THIS MAP IS AN SCHEMATIC EXHIBIT DEPICTING THE NATURE WALK AT SEAGROVE MASTER PLAN AND LIMITED INFRASTRUCTURE ELEMENTS. IT IS PREPARED FROM VARIOUS SOURCES OF INFORMATION INCLUDING, BUT NOT LIMITED TO, VARIOUS NATURE WALK AT SEAGROVE FINAL PLATS AS RECORDED IN THE WALTON COUNTY CLERK OF COURTS OFFICIAL RECORDS, SELECT CONSTRUCTION DOCUMENT SHEETS BY HATCH MOIT MACDIONALD, LATEST REVISION DATE 8, 22, 2013, VARIOUS LIMITED SPECIFIC PURPOSE SURVEY SEY INDREGULATE REQUIREMENTS. OF PRHASE 2 AND 41 HAND EXPANSE AND THE REVISION DATE 8, 22, 2013, VARIOUS LIMITED SPECIFIC PURPOSE SURVEY SEY INDREGULATE REQUIREMENTS. OF PRHASE 2 AND 41 HAND EXPANSE AND THE REVISION DATE 8, 22, 2013, VARIOUS LIMITED SPECIFIC PROPROSED STATE PLAN COORDINATE SYSTEM FLORIDA NORTH ALTER AS AND THE VARIOUS SOURCES.

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- ANY QUANTITIES DERIVED FROM THIS MAP OR ASSOCIATED CAD BASE FILE SHOULD BE FIELD CHECKED, NO WARRANTY OR GUARANTEE IS MADE OR SHALL BE IMPLIED ON THE ACCURACY OF THE DATA INCLUDED HEREIN.

NATUREWALK AT SEAGROVE BEACH
PAVEMENT REHABILITATION PROJECT
NATUREWALK COMMUNITY DEVILENARENT DISTRICT
120 RICHARD JACKSON BOULEVARD, S187E 220
PANAMA CITY BEACH, FLORIDA, 32-407

RECORD DATA

DATE: 09.16.2025 REV. No: N/A REV. DATE: N/A DRAWN BY: CRP REVIEWED BY: JAM



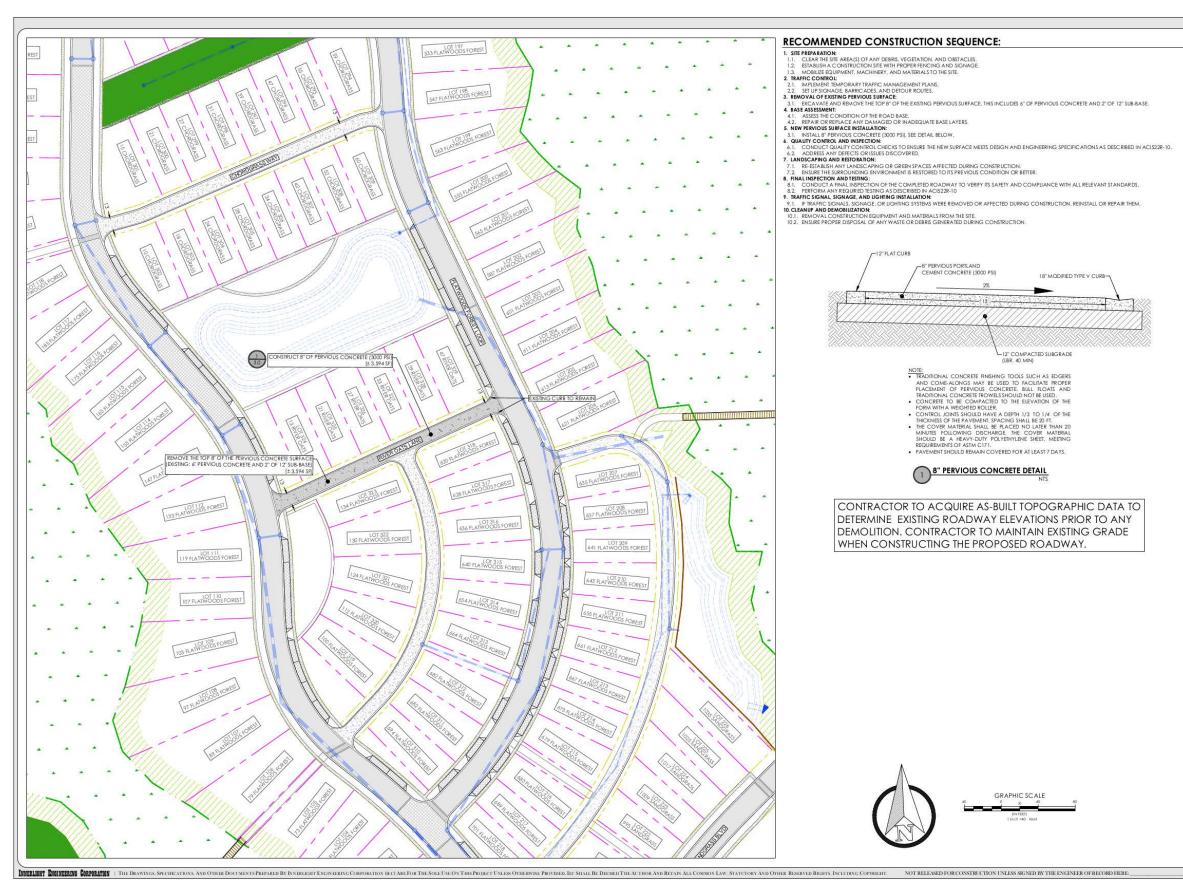


SHEET TITLE

PAVEMENT REHABILITATION (KEY SHEET)

SHEET NUMBER

2.0



CORPORATION *

INVERLIGHT ENGINEERING G

NATUREWALK AT SEAGROVE BEACH PAVEMENT REHABILITATION PROJECT NATUREWALK COMMUNITY DEVELOPMENT DISTRICT 120 RICHARD JACKSON BOULEYARD, SUITE 220 PANAMA CITY BEACH, FLORIDA, 32407

RECORD DATA DATE: 09.16.2025 REV. No: N/A REV. DATE: N/A DRAWN BY: CRP REVIEWED BY: JAM





SHEET TITLE

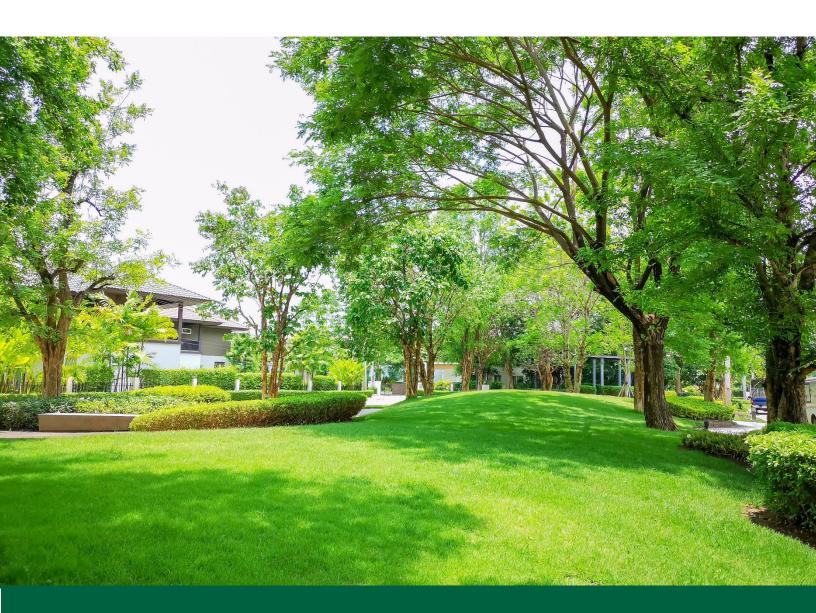
PAVEMENT REHABILITATION (SHEET 1 OF 1)

SHEET NUMBER

3.0

Tab 11





PROPOSAL

LANDSCAPE INSPECTION SERVICES

Prepared for: NatureWalk Community Development District





SERVICES

One of the largest expenses in any planned community is landscape maintenance. Why not have a professional, experienced landscape manager ensuring it is thriving and beautifully framing the community as it was intended to be?

Our Landscape Inspection Services team includes a Landscape Designer, a former commercial landscape maintenance company account manager, a prior owner of a multi-dimensional landscape service firm and a certified arborist. Rizzetta & Company's Landscape Inspection Services team has a combined total of nearly 100 years serving Florida community landscapes!

Each of our Landscape Specialists is Best Management Practices (BMP) certified in the state of Florida. Our team is committed to elevating the landscape maintenance in your community with detailed inspections, formal reporting, landscape planning, and effective vendor management strategies.

The first thing noticed in any community is its landscaping. It can convey a "Wow" factor to visitors, set a welcoming tone for residents, and help to increase home values within the community. Rizzetta & Company Landscape Inspection Services team provides the expertise needed for a well-planned, well-maintained community landscape now and for the future.





THE

PROCESS

Our landscape inspection services team is committed to preserving and enhancing the community landscape with detailed inspections, formal reporting, enhancement planning, and effective vendor communication strategies.

Community Asset Management Plan: Upon request and following fee agreement, perform a complete inventory of the community landscape assets and provide an inventory report to the board.

Landscape Design: Landscape designer on staff available for landscape consultation, enhancements, and design upon request and following fee agreement.

Landscape & Irrigation Maintenance Scope of Services Development: Upon request and following fee agreement, develop a request for proposal (RFP) document to include a customized set of standards and specifications based on the community needs and budget. We will conduct the bidding process, review, and prepare bid tabulation documents for the board and assist the board with reviewing the bid tabulation and other pertinent information.

Landscape Maintenance Inspections: Perform grounds inspections, provide the board with an inspection report (see sample below), notify maintenance contractor of deficiencies in service, and obtain proposals for landscape projects.

Landscape Turnover Inspections: Upon request and following fee agreement, attend landscape turnover meeting and participate in the inspection on behalf of the board. Follow up report provided.

Master Task Project Plan for Mature Communities: Upon request and following fee agreement, develop a project plan specific to landscape replacement and enhancement for the common areas. Emphasis is on maturing landscape in the community and budgeting accordingly.

Sample Report





SCOPE OF

SERVICES

Rizzetta & Company is pleased to provide this proposal for the preparation of a Request for Proposals (RFP) for landscape & irrigation maintenance services and limited professional follow-up Landscape Inspection Services.

Landscape Inspection Services Management

- Prepare and develop a scope of services for landscape & irrigation maintenance proposals and oversee the entire bidding process from the advertisement to bid to assisting the board in their evaluation of the bids through the provision of bid opening summaries, bid breakdowns and bid assessments. This service is limited to one time. This process will include conducting one mandatory, on-site pre-proposal meeting to discuss the RFP manual and bidding process with interested bidders.
- Perform up to two follow-up, on-site inspections after a new contract has been executed. One can be within the first 30 days of the new contract to serve as more of a transition inspection. The second can be further into the contract to ensure contractual obligations are being met. Each inspection will be accompanied by a detailed report to be provided to the board.
- Upon request of the District, attend up to two (2) District board meetings
 electronically, to review landscape inspection reports or discuss other landscaperelated issues.
- Be available to review proposals, invoices, turf fertilization notifications, irrigation
 wet check reports, and upon request, provide input for preparation of the
 District's annual budget. (These services will be billed using current hourly rates:
 \$200/hr., Landscape Specialist, \$250/hr., Manager, Landscape Inspection
 Services.)



LANDSCAPE INSPECTION

Services Fee

Based on the Scope of Services, Rizzetta & Company proposes the following RFP preparation & follow-up Landscape Inspection Services fee. These fees represent the proposal in whole.

The RFP preparation fee will be billed after all bids received through the bidding process, and all summaries and assessments have been composed and delivered to the individual board members' residences:

• \$7500

Inspection and reporting service fees will be billed following each inspection and provision of the inspection report.

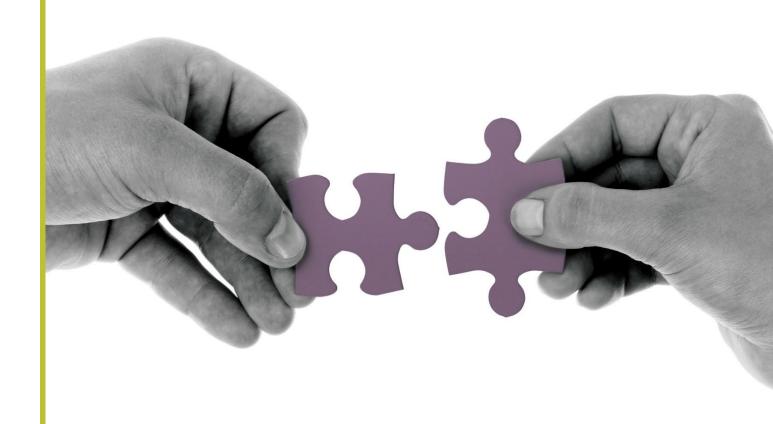
\$2250 (each)

| Submitted | Accepted | | | |
|---|--|--|--|--|
| By: | Ву: | | | |
| Lucianno Mastrionni Vice President, Corporate Services | Print: | | | |
| Rizzetta & Company | For: NatureWalk Community Development District | | | |
| Date: | Date: | | | |

WE BUILD

PARTNERSHIPS

THAT LAST





CORPORATE OFFICE

3434 Colwell Avenue, Suite 200, Tampa, FL 33614 888-208-5008 | rizzetta.com

Tab 12

Southeast Straw Co. Installation Services

9311 Lee Road 146 Opelika, AL 36804

Phone # 334-749-6565 Fax # 334-749-6522

> Date 5/19/2025

Invoice #: 44727

Terms:

P.O. No.:

Bill To: Ship To:

Nature Walk CDD c/o Rizzetta & Company 120 Richard Jackson Blvd Suite 220

Nature Walk CDD Santa Rosa Beach, FL

Panama City Reach El 20407

| Quantity | Beach, FL 3240° Item | Description | | Rate | Amount |
|----------|-------------------------|--|------|----------|-------------|
| 4,215 | Material | Baled Pine Straw installed-Long Needle | | 6.75 | 28,451.25 |
| 24 | Man Hours | Trenching-No Charge | | 0.00 | 0.00 |
| 1 | Fuel Surcharge | Fuel Surcharge | | 1,053.75 | 1,053.75 |
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| | | | | 05 | /27/2025 |
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| | | 1 | Tota | al | \$29,505.00 |

Please Pay From This Invoice

A finance charge of 1.5% will be added monthly on any unpaid balance after 30 days plus attorney fees and any cost of collection.

| Accepted By: | |
|--------------|--|
|--------------|--|

Tab 13

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

<u>DISTRICT OFFICE · PANAMA CITY BEACH, FLORIDA (850-334-9055)</u> <u>MAILING ADDRESS – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614</u> <u>www.naturewalkedd.org</u>

November 3, 2025

Re: Nature Walk Community Development District Easement Encroachments

Dear Resident:

I serve as the District Manager for the Nature Walk Community Development District (the "District"), and I am writing at the request of the District's Board of Supervisors. As you may be aware, the District is a unit of local, special purpose government serving lands in the community. You are receiving this letter because it appears that improvements around your home encroach upon District-owned property or easements. In particular, please be advised that your fencing is encroaching on District-owned easements. Currently the district is needing to repair and recertify our stormwater system. We are unable to access necessary areas because of your encroachment. The District is requesting you remove your fencing that is encroaching on District easements in this area. Should you not comply; the District has the right to have a vendor remove the fencing in question. Additionally, Please be aware that any encroachments located on District easements or property without the proper consent may result in title issues should you sell your home in the future. Please also be aware that if the encroachment violates homeowners' association, county, or other applicable standards, those entities may require you to take additional remedial action.

As a courtesy, the District is providing the below information regarding District easements on and near your lot.

What is an easement?

An easement is a legal right that allows a particular party to use land in a particular manner. Within the District, there are easements along the edges of certain lots that allow the District, the homeowners' association, or other entities to use the property to access and maintain drainage, lake, landscaping, or other improvements for the benefit of the community and important community improvements. These easements are indicated on plats of the property or in other legal documents recorded in the Official Records of Walton County, Florida.

What does this mean for me?

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

<u>DISTRICT OFFICE · PANAMA CITY BEACH, FLORIDA (850-334-9055)</u> <u>MAILING ADDRESS – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614</u> <u>www.naturewalkedd.org</u>

Generally, you may not install any improvements within the easement areas that may interfere with an entity's (including the District's) ability to use the easements for their intended purpose. This includes installing pools, fences, landscaping, or other features that may block access or drainage. If you wish to install improvements within easement areas, you must obtain permission from the entity holding the easement rights. Please be aware that if you install encroachments without District consent, you may be required to remove the improvement(s) upon notice by the District or, in the event of a threat to the health, safety or welfare of the District or its residents or property, the District may seek an injunction against you or otherwise take action to remove the encroachment and hold you responsible for the cost thereof.

How can I apply for permission to install future improvements?

If you wish to install additional improvements in a District easement in the future, you must apply for permission. To obtain a copy of the application form, please contact the District Manager's office at sdeluna@rizzetta.com. There may be other entities from whom you need to obtain permission as well, such as your homeowners' association, Walton County, or other state or federal regulatory entities. You should contact those entities directly to discuss their approval processes.

I hope this information is helpful. Should you have any question or concerns feel free to contact me directly at sdeluna@rizzetta.com.

Sincerely,

Stephanie DeLuna

Stephanie DeLuna District Manager

Tab 14

RESOLUTION 2026-02

A RESOLUTION OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2017-06; RE-DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on February 9, 2017, the District previously adopted Resolution 2017-06, designating the location of the local District records office;

WHEREAS, the District desires to amend Resolution 2017-06 and re-designate the location of the local District records office;

WHEREAS, District records are available for public review and inspection during normal business hours at the Walton Area Chamber of Commerce, 63 S. Centre Trail, Santa Rosa Beach, Florida 32459; and

WHEREAS, the District is statutorily required to designate a local District records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Section 190.006(7), Florida Statutes.

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

- 1. Resolution 2017-06 is hereby amended to reflect the District's local records office as the Walton Area Chamber of Commerce, 63 S. Centre Trail, Santa Rosa Beach, Florida 32459.
- 2. This Resolution shall take effect immediately upon adoption.

Adopted this 6th day of November, 2025

| ATTEST: | NatureWalk Community Development District |
|-----------|---|
| | |
| | |
| Secretary | Chairman |