



Rizzetta & Company

NatureWalk Community Development District

**Board of Supervisors' Meeting
March 12, 2026**

**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 Mike Grubbs Skylar Lee Danell Head Mike Duffey	Chairman Vice Chairman Assistant Secretary Assistant Secretary 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
District Office · Panama City Beach, Florida · (850) 334-9055
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.naturewalkcdd.org

**Board of Supervisors
NatureWalk Community
Development District**

March 9, 2026

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on **Thursday, March 12, 2026, at 12:00 p.m. (CT)** at the **Walton Chamber of Commerce** located at **63 South Centre Trail, Santa Rosa Beach, Florida 32459**.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors Meeting Held on Thursday, February 5, 2026.....Tab 1
 - B. Ratification of the Operations and Maintenance Expenditures for the Month of January 2026.....Tab 2
- 4. STAFF REPORTS**
 - A. District Engineer
 1. Lift Station #3 Control Panel Installation Update
 2. Sitex Earth Works Stormwater Updates
 - B. District Landscape Provider
 1. Presentation of District Landscaping Reports
 2. Presentation of Proposals for Replacement Plants
 - C. District Counsel
 1. Parcels Update
 - D. District Manager
 - 1. Presentation of the PBA Towing Report.....Tab 3**
 2. District Encroachment Notice Update
 3. District Records Storage Update
 4. Rizzetta LIS Landscape Contract Development Update
 - E. District Chair
- 5. BUSINESS ITEMS**
 - A. Discussion and Consideration of Tract L Draft Settlement Documents.....Tab 4
 - B. Discussion and Consideration of District Towing
 - C. Ratification of Virgin Brothers WA# 24 Bridge Wear Deck Replacement.....Tab 5
 - D. Ratification of Virgin Brothers WA# 25 Trail Boardwalk Replacement.....Tab 6
 - E. Discussion and Consideration of Virgin Brothers Insurance for FY26-27
 - F. Ratification of Sitex Agreement for Outlet Control Structures Spillway Clean Out Services.....Tab 7
 - G. Consideration of Resolution 2026-03, Landowner Election Announcement...Tab 8**

Sincerely,
Stephanie DeLuna
Stephanie DeLuna
District Manager

Tab 1

1 **MINUTES OF MEETING**

2
3 *Each person who decides to appeal any decision made by the Board with respect to any*
4 *matter considered at the meeting is advised that the person may need to ensure that a*
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**

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10 The meeting of the Board of Supervisors (BOS) of NatureWalk Community Development
11 District was held on **Thursday, February 5, 2025, at 12:00 p.m.** at the Walton Area
12 Chamber of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, FL 32459.
13

14 Present and constituting a quorum:

15	Jonette Coram	Board Supervisor, Chairman
16	Mike Grubbs	Board Supervisor, Vice-Chairman
17	Mike Duffey	Board Supervisor, Assistant Secretary

18
19 Also present were:

20	Stephanie DeLuna	District Manager, Rizzetta & Company, Inc.
21	Jim Martelli	District Engineer, Innerlight Engineering <i>(via phone)</i>
22	Joseph Brown	District Counsel, Kutak Rock <i>(via phone)</i>
23	Bert Tony Smith	Sitex Earth Works <i>(via phone)</i>
24	Matt Weinrich	Landscape Provider, GreenEarth
25	Carlos Alladyce	Landscape Provider, GreenEarth
26	Justin Powell	PBA Towing

27
28 Audience One audience member was present
29

30
31 **FIRST ORDER OF BUSINESS**

CALL TO ORDER

32 Ms. DeLuna confirmed quorum and called the meeting to order at 12:00 PM.
33

34 **SECOND ORDER OF BUSINESS**

AUDIENCE COMMENTS

35 One audience member was present and had no comment.
36

37 **THIRD ORDER OF BUSINESS**

BUSINESS ADMINISTRATION

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39 **1. Consideration of the Minutes of the BOS Meeting held on December 5, 2025**

40 Ms. DeLuna requested feedback on the January 15th minutes. There was none.
41

42 On a motion by Mr. Grubbs, seconded by Mr. Duffey with all in favor, the BOS approved the Minutes of the Board of Supervisors Meeting held on January 15, 2025 for NatureWalk Community Development District.

43 **2. Ratification of the Operations and Maintenance (O&M) Expenditures for the**
44 **Month of December 2025**

45 Ms. DeLuna requested feedback on the December Expenditures. There was none.
46

On a motion by Ms. Coram, seconded by Mr. Duffey with all in favor, the BOS ratified Operations and Maintenance Expenditures for the Month of December 2025, in the amount of \$30,210.61, for NatureWalk Community Development District.

47
48 **FOURTH ORDER OF BUSINESS**

STAFF REPORTS

49
50 **A. District Engineer**

51 **1. Presentation of Stormwater Scopes of Work**

52 Mr. Martelli presented the Scopes of Work for Ponds # 12, 13, 14, 15 and 16.
53 The document also includes a phasing plan for the remainder of the Stormwater
54 System. Clearing dimensions for the remaining Stormwater Ponds in Phase 2 cannot
55 be determined until Lift Station #3 is repaired. Currently water extends onto the
56 buffers, which cannot be cleared. Once pond levels are lowered, Innerlight will create
57 the Scopes of Work for Ponds # 17, 18, 18-A, 19, 20 and 21.
58

59 Mr. Martelli noted that in Phase 3, there is outlet piping whose exit point cannot
60 be located due to it being submerged or clogged. Innerlight will perform additional
61 investigative work in the coming weeks to determine how to resolve the issue. Once
62 Phase 3 water levels are lowered, the Scopes of Work for Ponds 22, 23, 24, 25, 26,
63 27, 28 and 29 can be drafted.
64

65 **2. Sitex Earth Works Stormwater Updates**

66 Ms. Coram requested an estimate to address the Scopes of Work for Ponds #
67 12, 13, 14, 15 and 16 so that Counsel can draft an agreement and work can begin.
68

69 Mr. Martelli noted that cost would be similar to the previous agreement for
70 Ponds # 4, 5, 7, 10 and 11. Smith advised that price is determined by linear footage x
71 the width of the swath leading up to the buffer, which varies per pond.
72

73 Mr. Martelli estimated the effort at approximately \$27,000.00.
74

75 Ms. DeLuna advised that there are animals present at Pond #13 that may
76 impact or be harmed by the stormwater project which Sitex will remove and relocate
77 to a nearby farm as part of this project.
78

On a motion by Mr. Grubbs, seconded by Mr. Duffey, with all in favor, the BOS approved vegetation removal from Ponds # 12, 13, 14, 15 & 16 by Sitex Earth Works in a Not-to-Exceed amount of \$27,000.00, and to authorize the Chair approval of \$5,000 held in contingency, for NatureWalk Community Development District.

79
80 Ms. DeLuna requested a project timeline from Mr. Smith, who anticipates a start date
81 prior to the end of February once the Sitex agreement is executed.
82

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
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83 Ms. Coram asked if Innerlight could submit billing to the District yet. Mr. Martelli stated
84 that they have just completed integration of a new software system and should be able
85 to send invoicing soon. She noted that Rizzetta also has a new bill pay platform, whose
86 email address will be provided to Mr. Martelli.

87
88 Ms. Coram asked if a Scope of Work would be needed to request a ballpark estimate
89 for preliminary budgeting purposes only from Tightline to replace the pervious alley
90 between Lovegrass and Flatwoods Forest Loop.

91
92 Mr. Martelli confirmed that prior to Tightline submitting a firm bid to replace that alley,
93 a scope of work drawings would be required, but it would not be necessary for a
94 preliminary bid.

95
96 Mr. Martelli stated that he's contacted Kenny Strange Electric three or four times over
97 the past week without success.

98
99 The District wishes to send out Encroachment Notices, but needs an Innerlight
100 survey to accompany each letter to provide clarity for homeowners.

101
102 Mr. Martelli will provide exhibits that note existing encroachments during the week of
103 February 9th.

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106 **FIFTH ORDER OF BUSINESS**

BUSINESS ITEMS

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108 **A. Discussion and Consideration of Rizzetta LIS Landscape Contract**
109 **Development for Green Earth Southeast**

110 Ms. DeLuna explained that this contract would allow Landscape Inspection Service
111 specialist John Toberg to engage with Green Earth and the BOS to develop a new
112 standardized Rizzetta contract and complete prior to finalization of the FY26-27 budget.

113
114 Following a site visit with Rizzetta LIS, Green Earth and District representatives, a
115 joint Landscaping and Budget Workshop will be held.

116

On a motion by Mr. Grubbs, seconded by Mr. Duffey, with all in favor, the BOS approved Development of a Rizzetta LIS Landscape Contract for GreenEarth Southeast, in the amount of \$5,000.00, for NatureWalk Community Development District.

117
118 **B. Discussion and Consideration of District Towing**

119 Ms. DeLuna recalled that during discussion of towing at the last meeting, an audience
120 member stated that there are multiple owners who are upset. NatureWalk residents are
121 encouraged to attend meetings to provide input or to submit comments to the District
122 Manager via email when unable to be present.

123
124 Ms. DeLuna received thirteen (13) emails following the January 15, 2026 meeting.
125 Digital copies were provided to the Board of Supervisors prior to today's meeting.
126

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
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127 Two (2) emails were in support of the existing towing policy and thanked the BOS for
128 their hard work. Two (2) emails were not against towing, but asked that additional
129 information be shared with owners. The remaining nine (9) emails did have concerns
130 about the specificness of towing.

131
132 Ms. Coram stated, in her opinion, roam towing is beneficial when it functions to keep
133 the streets and alleys clear for emergency vehicles and Waste Management trucks.
134 She's been on record with PBA several times, stating that roam towing should not be
135 punitive.

136
137 Now that the Board has quorum and is able to take action, she presented three options
138 for Supervisor consideration:

- 139 1. Formally amend the District towing policy / PBA contract to define what "on the
140 landscaping" means and set specific parameters for roam towing.
- 141 2. Remove "on the landscaping" from the District towing policy and PBA contract.
- 142 3. Adopt a PBA contract addendum to remove "on the landscaping" from roam towing.

143
144
145 Ms. Coram favors Option 3. Two Supervisors can still authorize PBA Towing to
146 remove vehicles that are egregiously parked on landscaping, thereby allowing the
147 District to care for its infrastructure as required. PBA Towing would only be permitted to
148 roam tow vehicles that are parked on streets and alleys, take up more than one spot,
149 exceed 240 inches in length or are commercial vehicles. All are specific, clearly
150 identifiable policy infractions.

151
152 She also suggested publishing a District Towing Flyer with photos, similar to what Ms.
153 London and Ms. Smith developed for STR Owners and recommended changing the
154 wording of the existing sign on the Sandgrass entrance to read "No Street or Landscape
155 Parking in NatureWalk, Violators Will Be Towed" and installing one sign each on the east
156 end of Salamander Circle and at the Sandgrass-Prairie Pass intersection in Phase 3.

157
158 Mr. Powell remarked that Option 3 gives the perception that parking on landscaping
159 overnight is permitted, which could be construed as selective enforcement of the towing
160 policy.

161
162 Mr. Duffey stated that the original intent of the parking policy is to prevent street
163 parking for safety reasons and agrees that vehicles egregiously parked on Salamander
164 Circle and elsewhere should be towed. He recommended defining parking pad towing
165 parameters.

166
167 Mr. Grubbs commented that, in his experience as a both a small and large business
168 owner, it's not best practice to change policy based on input from 2% of employees, or
169 in this case, 2% of the community. Incurring legal fees to make policy changes,
170 especially just prior to Spring Break is not wise. He is open to revisiting the issue after
171 Spring Break when towing data could be used to make a better decision.

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174 Mr. Grubbs opposes additional signage as it has not been effective is slowing speeds
175 or affecting parking issues.

176
177 He suggested that the towing policy would still need to be formally amended to define
178 "on the landscaping." However, District Counsel stated that is not necessary as the BOS
179 could provide clarification without publishing notices and holding a public hearing if they
180 chose. Selective enforcement does not apply in this case.

181
182 Discussion ensued regarding towing photos, the STR Flyer and the need to better
183 publicize the policy for residents and guests in a simplified, more understandable format.

184
185 Ms. Coram stated that if Option 3 is put in place via contract addendum and the District
186 manages landscape parking itself, owners could no longer assert that they were only
187 towed because a vendor wanted to make money. The District does not collect funds
188 from towing and does not pay PBA Towing for its services.

189
190 Mr. Grubbs requested that the BOS receive photos from PBA Towing at the end of
191 each month that detail the number of vehicles that were parked "on the landscaping" but
192 were not towed, along with a list of irrigation damages from Green Earth.

193

On a motion by Ms. Coram, seconded by Mr. Duffey, with Mr. Grubbs opposed, the BOS approved the drafting of a Contract Addendum for PBA Towing which would remove "on the landscaping" from Roam Towing, for NatureWalk Community Development District.

194
195 Ms. DeLuna asked District Counsel if the BOS could temporarily suspend landscape
196 roam towing, collect pictorial data and then proceed with a contract addendum if
197 warranted; this would avoid additional legal fees.

198
199 Mr. Brown supports that action if the PBA representative is willing to accept direction
200 to pause roam towing on a limited trial basis while data is being collected. Mr. Powell
201 agreed. Ms. DeLuna will confirm with Chris Cope via email.

202
203 Ms. DeLuna confirmed for Mr. Grubbs that a majority vote will be necessary to
204 unsuspend roam towing from the landscaping or to proceed with an addendum that
205 removes it from the contract permanently.

206

On a motion by Ms. Coram, seconded by Mr. Grubbs, with all in favor, the BOS amended the previous motion to temporarily suspend Roam Towing on the landscape during evening hours, effective immediately, until the next BOS meeting to allow PBA to collect pictorial data for further consideration, for NatureWalk Community Development District.

207
208 Ms. Coram asked if she should proceed with ordering additional signage and/or the
209 District Towing Flyer. The BOS wants to proceed with publication of a Towing Flyer only.

210
211 **C. Discussion and Consideration of Lift Station #3 Control Panel Installation by**
212 **Kenny Strange Electric**

213 The Board approved proceeding with Lift Station #3 repairs if the Kenny Strange
214 Electric proposal falls within \$20,000.00 plus \$5,000.00 contingency.

215

On a motion by Ms. Coram, seconded by Mr. Duffey, with all in favor, the BOS approved a contract to be drafted by Counsel for Kenny Strange Electric for Lift Station #3 Control Panel installation and to be executed by the Chair, in an amount not-to-exceed \$20,000.00, with a contingency of \$5,000.00, for NatureWalk Community Development District.

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217

D. Ratification of the Tightline Contract Addendum for River Oats Curb Repairs

The Board ratified the expense to repair River Oats curbs using \$10,000.00 in contingency plus and additional \$5,000.00 needed to also repair areas of driveway curbing.

222

On a motion by Mr. Grubbs seconded by Mr. Duffey, with all in favor, the BOS approved the Tightline Contract Addendum for River Oats Curb Repairs in the amount of \$15,000.00, for NatureWalk Community Development District.

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FOURTH ORDER OF BUSINESS, cont. STAFF REPORTS

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B. District Landscape Provider

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Mr. Weinrich noted that all services were completed in December as scheduled, with added focus on weed control around stormwater pond. In addition, a large fallen tree limb was removed from Pond #12 and the annuals on Median 1 at CR395 will be replaced under warranty.

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Mr. Weinrich advised that Green Earth is in discussions with Weathermatic, maker of a cloud-based irrigation system, which would provide line break detection and allow system shutdown along with necessary run time adjustments over a 5G network. Green Earth would absorb the cost to transition to the new system if implemented, including new controllers. Monthly manual onsite audits will be done by the irrigation crew, but the Weathermatic system would be able to pinpoint any breaks rather than having a tech searching on foot.

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No issues were detected during the February Irrigation Audit. Hard pruning of grasses will begin at the end of this month and continue into March.

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Green Earth will provide proposals for a three-year plan to replace declining shrubs and grasses that do not recover during the spring growing season at the March 12 meeting.

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C. District Counsel

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The Tract H Development Order has not been finalized.

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Tract K-1 (L) is proceeding towards bond debt settlement, with a draft agreement expected by the next meeting for BOS review.

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The Starkey-Hughes Quiet Title Action is pending with dismissal likely due to lack of prosecution.

Parcel 290 has not begun debt settlement negotiations; Parcels 291 and 292 are delinquent in their taxes.

Tract E does not have an approved plat per the Walton County Property Appraiser, so no changes to EAU or O&M calculations are needed at this point. A final plat occurs after the infrastructure has been constructed; preliminary approvals allow water, sewer, electric, etc. to be installed. Once completed and the local government has signed off on the development, a final plat is issued.

D. District Manager

The BOS discussed the need to reschedule their March 2026 meeting to ensure quorum is met.

On a motion by Ms. Coram, seconded by Mr. Duffey, with all in favor, the Board cancelled the March 5 meeting and, pending location and District Manager availability, rescheduled for 12:00 p.m. noon on Thursday, March 12, 2026 at the Walton Area Chamber of Commerce, for NatureWalk Community Development District.

1. District Encroachment Notice Update

Once the District Engineer completes the encroachment exhibits next week, Notices will be sent by certified mail to homeowners via their addresses of record with the Walton County Property Appraiser. Homeowners will be given 45 days to remove their encroachments.

Homeowners can request to keep fences in place with the addition of a 6-foot gate via submission of an Encroachment Improvement Form plus a check in the amount of \$600 for District Engineering review and county recording costs.

2. District Records Storage Update

Ms. DeLuna has asked Mr. Martelli if the District USB can be stored in a safe at Innerlight Engineering and is awaiting a response. The drive contains agendas, minutes and financials that can be accessed by the public via records request.

3. FY26-27 Budget

Ms. DeLuna asked the BOS to submit Supervisor Requests for use in budget development. Should the BOS wish to retain Ms. DeLuna's services for FY26-27, there may be an increase in District Management costs due to her travel expenses. Rizzetta does intend to add additional District Managers to the Panama City Beach office; Ms. DeLuna will be involved in their training. The Board will be provided the cost differential to retain Ms. DeLuna prior to the budgeting process.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
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E. District Chair

Gulf Coast Electric retrofit two (2) outages that were detected in the February Lighting Audit. Approximately 75% of the 115 streetlights are LED. Ms. Coram will provide the cost to retrofit the remaining incandescent bulbs to LED for FY26-27 budgeting purposes.

The electrician recommends replacing three photo sensors with time clocks due to shady conditions that prevent the streetlights from powering down at a cost of \$213.00 per timer plus installation.

Alternatively, he advised that the District can purchase the same time clocks at a reduced price locally or online to avoid vendor upcharge and pay installation cost only.

On a motion by Ms. Coram, seconded by Mr. Duffey, with all in favor, the Board approved the purchase of time clocks to replace three photo sensors with a Not-to-Exceed amount of \$250.00, for NatureWalk Community Development District.

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Alpha Foundations contacted the District and would like to inspect the sidewalks that were leveled in 2024; however, the office has not yet provided a proposal for the service. An estimate will be requested for the March 12th meeting.

The District has 96 boards in reserve for bridge wear deck replacements and asked for a not-to exceed in the amount of \$23,500.00 for Virgin Brothers to order additional materials for Work Authorization #24 to begin work on Bridges 1-2-3 in April, 2026.

A 60 % deposit is required for materials procurement, which has a 4-to-6-week lead time. Virgin Brothers would start with the 96 boards in hand and continue when the remaining materials arrive.

The BOS may want to consider additional bridge pedestrian walkway board replacement as a two-year project, beginning in FY26-27 if funds allow.

On a motion by Mr. Grubbs, seconded by Mr. Duffey, with all in favor, the Board approved \$23,500.00 for Virgin Brothers WA# 24, with the materials deposit paid in advance, for NatureWalk Community Development District.

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The Preserve Trail requires board replacement and requested a not-to-exceed in the amount of \$2,000.00 for Work Authorization #25 to begin in March, 2026.

The BOS may also want to consider beginning Preserve Trail guardrail replacement in FY25-27 or fully fund the effort in the FY26-27 budget. A proposal for replacing deteriorated guardrail timbers as well as a total replacement using 2x6x16 boards will be requested from Virgin Brothers when they are onsite in March.

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
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On a motion by Mr. Duffey, seconded by Mr. Grubbs, with all in favor, the Board approved Virgin Brothers WA# 25 for trail boardwalk repairs in March 2026 in an amount Not-to-Exceed \$2,000.00, for NatureWalk Community Development District.

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SIXTH ORDER OF BUSINESS

**SUPERVISOR REQUESTS AND
AUDIENCE COMMENTS**

Mr. Hartley, 124 Flatwoods Forest Loop, commended the Board for the decision made regarding parking issues, which will allow for roam towing but allow the District to assess landscape parking while additional data is collected to determine whether policy changes are indicated.

Mr. Hartley asked if relocation of the Pond# 13 wildlife is temporary, only for the duration of the Stormwater Maintenance project.

The relocation is permanent, directed by the District Insurance Provider and District Counsel due to liability as well as per advisement from the Florida Fish and Wildlife Commission (FWC) who stated that feeding wildlife is illegal per Florida Statute. The ducks will have a new, safer home at a nearby farm in Point Washington.

SEVENTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. Grubbs, seconded by Mr. Duffey, with all in favor, the Board adjourned the meeting at 2:02 p.m., for NatureWalk Community Development District.

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Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 2

NatureWalk Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

WWW.NATUREWALKCDD.ORG

Operations and Maintenance Expenditures January 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2026 through January 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$78,080.90**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CHELCO	20260129-1	32847083	Monthly Summary 12/25	\$ 2,039.22
Danell Head	20260128-1	DH011526	Board of Supervisor Meeting 01/15/26	\$ 200.00
GreenEarth Southeast, LLC	300206	197961	Landscape Maintenance 11/25	\$ 12,907.13
GreenEarth Southeast, LLC	300205	204662	Landscape Maintenance 12/25	\$ 12,907.12
GreenEarth Southeast, LLC	300206	204702	Seasonal Flower Installation	\$ 481.55
GreenEarth Southeast, LLC	300206	204703	Landscape Install 12/25	\$ 882.35
GreenEarth Southeast, LLC	300206	205787	Irrigation Repair 11/25	\$ 191.20
GreenEarth Southeast, LLC	300206	205788	Irrigation Repair 11/25	\$ 303.40
GreenEarth Southeast, LLC	300206	210972	Landscape Maintenance 01/26	\$ 12,907.13
GreenEarth Southeast, LLC	300206	211340	Irrigation Repair 01/26	\$ 509.68
IPFS Corporation	20260106-1	GAA-D81103 Payment 3	GAA-D81103 Payment 3	\$ 4,621.14
Jonette Anne Coram	300207	JC011526	Board of Supervisor Meeting 01/15/26	\$ 200.00
Messer Caparello, P.A.	300202	506324	Legal Services 12/25	\$ 370.00
Michael E. Duffey	300208	MD011526	Board of Supervisor Meeting 01/15/26	\$ 200.00

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Michael W Grubbs	300209	MG011526	Board of Supervisor Meeting 01/15/26	\$ 200.00
Rizzetta & Company, Inc.	300201	INV0000106217	Accounting Services 01/26	\$ 5,573.51
Sitex Aquatics, LLC	300204	10550-b	Remove and dispose of Vegetation 12/25	\$ 22,903.47
Skylar P Lee	300210	SL011526	Board of Supervisor Meeting 01/15/26	\$ 200.00
The Lake Doctors, Inc.	300211	2099162	Fountain Cleaning 01/26	\$ 184.00
VGlobalTech	300203	8082	ADA Website Maintenance 01/26	<u>\$ 300.00</u>
Report Total				<u>\$ 78,080.90</u>

Tab 3

Naturewalk Landscape Parking Report

Beargrass - 2/9-10-11



Lilly lane 2/10-11



2/14



2/14 - towed



2/14



2/17



2/19



02/22



02/26



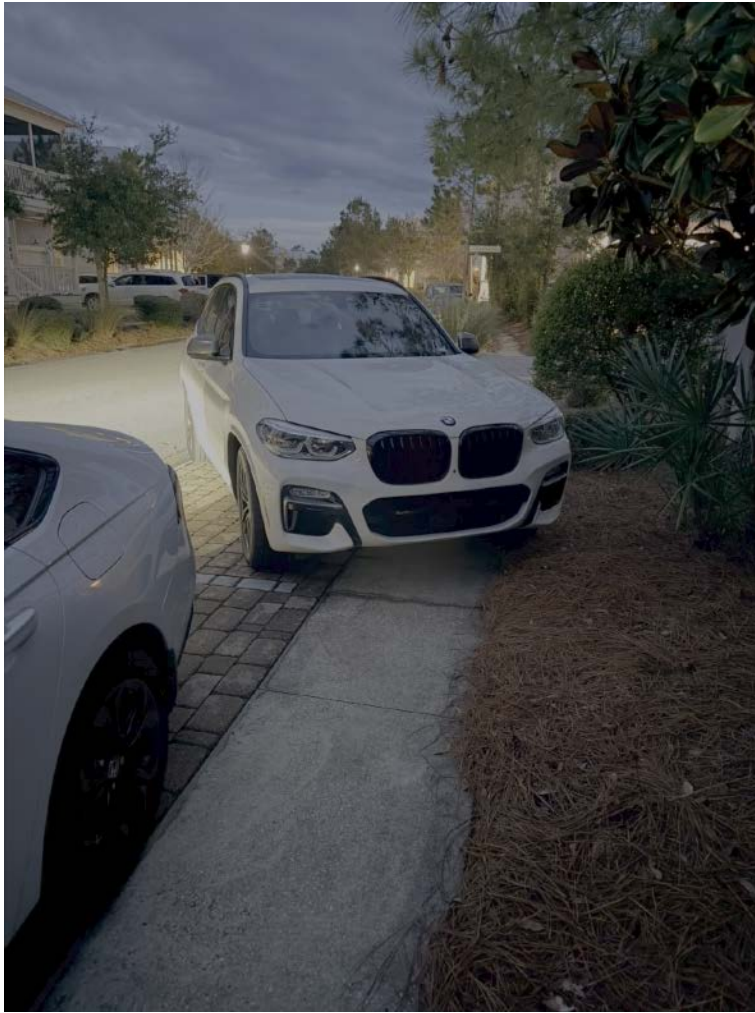
2/27



03/05



03/08



Tab 4

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

(This space reserved for Clerk)

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

Parcel Identification No. 11-3S-19-25010-000-00K1

**AGREEMENT BETWEEN
NATUREWALK COMMUNITY DEVELOPMENT DISTRICT,
AND TITAN ACQUISITIONS, LLC AND CH CAPITAL, INC.
REGARDING
PAYMENT OF ADDITIONAL CONSIDERATION**

This Agreement is made and entered into as of this ____ day of February 2026 by and between:

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

Titan Acquisitions, LLC, a Florida limited liability company, whose address is 840 S. Davis Boulevard, Tampa, Florida 33606, and its successors and assigns ("Titan Acquisitions"); and

CH Capital, Inc., a Florida corporation, whose address is 1510 S. Clark Avenue, Tampa, Florida 33629 and its successors and assigns (CH Capital, and together with Titan Acquisitions, "Titan").

RECITALS

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

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

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

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

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

WHEREAS, as of the date of this Agreement, Titan is currently the undivided owner of Parcel ID No. 11-3S-19-25010-000-00K1 (1.57 acres, also referred to as "Parcel L"); and

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

WHEREAS, upon platting of Parcel L and subsequent payment of Additional Consideration (as defined herein), if required, the 2007 Debt Assessments in connection with Parcel L will be cancelled; and

WHEREAS, pursuant to the terms of the Settlement Agreement, Titan has committed to the development of six (6) units on Parcel L, but the actual densities developed may be more or less than the densities assumed herein; and

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

WHEREAS, Titan and the District desire to enter into this Agreement to confirm Titan's intentions and obligations to make a payment of \$50,000.00 per unit at the time of platting for each unit in excess of six (6) units ("Additional Consideration").

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

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

2. ADDITIONAL CONSIDERATION.

A. *Payment of Additional Consideration.* When the proposed final plat is prepared for Parcel L constituting any proposed plat submitted to the District that the District reasonably determines would render Parcel L fully platted or any remaining un-platted portion of Parcel L undevelopable (the "Final Plat") and presented to the District for review and approval, if the total amount of units to be platted is more than six (6) units then Additional Consideration in the amount of \$50,000.00 per unit for each unit in excess of six (6) units will be due and payable by Titan.

The parties agree that any Additional Consideration, if required, will be paid within fifteen (15) business days of recording the Final Plat.

If the Additional Consideration is not timely paid, the District, after thirty (30) days' notice to Titan that the Additional Consideration is due, may record a Notice of Lien over the lands contained within the Final Plat in the official records of Walton County, Florida ("Walton County"), until such time as the Additional Consideration has been paid, with such liens running with the land. The District will ensure collection of such amounts in a timely manner in order to meet its debt service obligations, and in all cases, Titan agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the District Bonds. The District shall record the Agreement to Pay Additional Consideration in its Improvement Lien Book. Upon payment of the Settlement Amount and Additional Consideration, if required, the District shall cause the lien release for the 2007 Debt Assessments regarding Parcel L to be recorded in the official records of Walton County.

(iii) The foregoing is based on Titan's representation to the District that Titan intends to develop six (6) units on Parcel L. However, the District agrees that nothing herein prohibits more or less than six (6) units from being developed.

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

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

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

If to District: Naturewalk Community Development District
Attention: District Manager/Stephanie DeLuna
Rizzetta & Company, Inc.
120 Richard Jackson Blvd., Suite 220
Panama City Beach, FL 32407
Email: Sdeluna@rizzetta.com

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

If to Titan: CH Capital, Inc.
Attn: Chris B. Hemmings, President
1510 S. Clark Avenue
Tampa, FL 33629
Email: anchortitletampa@gmail.com

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

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

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

6. ASSIGNMENT AND TRANSFERS. This Agreement shall run with the land. Titan may assign or sell its rights, duties or obligations under this Agreement or any monies to be paid under this Agreement without the prior written consent of any other party to the Settlement Agreement. Titan shall require as a condition of the sale to any third-party purchasing all or a portion of Parcel L for value, on which no plat has been recorded in the land records of Walton

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

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

8. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party. This Agreement shall automatically terminate upon payment in full of the District Bonds, or once all Additional Consideration, if required, has been paid.

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement Regarding Payment of Additional Consideration the day and year first written above.

WITNESSES:

TITAN ACQUISITIONS, LLC, a Florida limited liability company

(Print Name of Witness)

By: _____

As its _____

Address: _____

WITNESSES:

(Print Name of Witness)

Address: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2026, by _____ as _____ of Titan Acquisitions, LLC, a Florida limited liability company, on its behalf. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

WITNESSES:

CH CAPITAL, INC., a Florida corporation

By: _____

Chris B. Hemmings

As its President _____

(Print Name of Witness)

Address: _____

WITNESSES:

(Print Name of Witness)

Address: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2026, by Chris B. Hemmings as President of CH Holdings, Inc., a Florida corporation, on its behalf. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

WITNESSES:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

(Print Name of Witness)

Address: _____

By: _____

Jonette Coram
Chairperson, Board of Supervisors

WITNESSES:

(Print Name of Witness)

Address: _____

STATE OF FLORIDA

COUNTY OF WALTON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2026, by Jonette Coram as Chair of the Board of Supervisors of the Naturewalk Community Development District. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

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

Parcel Identification No. 11-3S-19-25010-000-00K1

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this ____ day of February, 2026, by and between NEW NATUREWALK, LLC, a Florida limited liability company, whose mailing address is 5701 Yeats Manor Drive, Unit 401, Tampa, Florida 33616, hereinafter called the grantor, to TITAN ACQUISITIONS, LLC, a Florida limited liability company, and CH CAPITAL, INC., a Florida corporation, whose address is 840 S. Davis Boulevard, Tampa, Florida 33606, hereinafter called the grantee:

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

WITNESSETH:

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

See attached **EXHIBIT A**

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

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

This deed is given for the purpose of clearing any cloud on title on the property described herein arising by virtue of that certain Tax Deed dated August 26, 2025, recorded in Official Records Book 3369, Page 432 of the Public Records of Walton County, Florida.

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

EXHIBIT A

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

SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** (this "Agreement") is made and entered into effective as of the ____ day of February, 2026 (the "Effective Date"), by and between **TITAN ACQUISITIONS, LLC**, a Florida limited liability company, and **CH CAPITAL, INC.**, a Florida corporation (collectively, "Titan"); **NATUREWALK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government (the "District") duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act"); and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as successor in interest to U.S. Bank National Association, a national banking association, as Trustee (the "Trustee"). In this Agreement, Titan, the District and the Trustee are hereinafter sometimes referred to separately as "Party" and collectively as "Parties."

RECITALS

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

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

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

D. Pursuant to the Act and Chapter 170, *Florida Statutes*, as amended, the District levied non-ad valorem special assessments (the "2007 Debt Assessments") securing the District Bonds on those developable portions of the benefitted lands within the District.

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

F. Titan acquired the following parcel by virtue of a Trustee's Deed recorded in Official Records Book ____, Page ____ of the public records of Walton County, Florida following issuance of that certain Tax Deed (the "Tax Deed") dated August 26, 2025 and recorded in Official Records Book 3369, Page 432 of the public records of Walton County, Florida:

Parcel ID No. 11-3S-19-25010-000-00K1 (1.57 acres, also referred to as "Parcel L").

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

H. There exists certain delinquencies in 2007 Debt Assessments against Parcel L securing repayment of a portion of the 2007A Bonds (the "2007A Debt Assessments") and the 2007B Bonds (the "2007B Debt Assessments" and together with the 2007A Debt Assessments, the "Delinquent Debt Assessments").

I. The O&M Assessments are collected annually by the Walton County Tax Collector according to the Uniform Method (the "Uniform Method") afforded by Chapter 197, *Florida Statutes*.

J. Titan desires to enter into this Agreement to pay the amounts described herein to cure the Delinquent Debt Assessments against Parcel L.

K. The Trustee has received direction from the Majority Owners (as defined herein) to enter into this Agreement on their behalf.

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

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

2. TITAN AND DISTRICT OBLIGATIONS. In order to induce the District and Trustee to execute, deliver and perform under this Agreement, Titan covenants and agrees to:

- () pay a portion of the Delinquent Debt Assessments with respect to Parcel L and the District Bonds in an amount equal to \$325,000.00 within fifteen (15) days of the Effective Date (the "Settlement Amount"); and
- (B) enter into an Agreement Regarding Payment of Additional Consideration (the "Additional Consideration Agreement"), the form of which is attached hereto as Exhibit A.

The District agrees to enter into the Additional Consideration Agreement with respect to Parcel L providing for the payment of additional consideration ("Additional Consideration") by Titan, of \$50,000.00 per unit in excess of six (6) units platted on Parcel L, all as described in the Exhibit A attached hereto.

Upon payment of the Settlement Amount the District and Trustee warrant and represent Titan will be current in all amounts owed to the District with respect to Parcel L with the exception of any annual O&M Assessments that are currently due and payable.

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

- (A) waive all penalties imposed on the Delinquent Debt Assessments with respect to Parcel L;
- (B) waive all past due accrued and unpaid interest that is not otherwise paid as provided by this Agreement on the Delinquent Debt Assessments with respect to Parcel L;
- (C) the District shall continue to annually levy and collect O&M Assessments against Parcel L based on its existing assessment methodology and annual budget. O&M Assessments will be levied and collected on an annual basis against individual units following each unit's platting in accordance with the District's adopted assessment methodology and annual budget. In all events, upon final platting of Parcel L, O&M Assessments shall be levied and collected on an annual basis against the individual platted units within Parcel L on a per-unit basis. The forgoing is intended to make clear that once the entirety of Parcel L is platted, O&M Assessments will be based on the actual number of units platted, whether more than, less than, or equal to the six (6) units currently anticipated. Nothing herein shall be construed in any way to limit the District's budgeting authority or its authority to change, amend, or revise its assessment methodology relative to the O&M Assessments.
- (D) the District shall upon recordation of the final plat for Parcel L and receipt of any Additional Consideration, if required, cancel the remaining outstanding 2007 Debt Assessments levied on Parcel L. The District shall further record in its Improvement Lien Book a reduction of the District's 2007 Debt Assessments in connection with Parcel L in accordance with the cancellation of the outstanding Delinquent Debt Assessment and any future 2007 Debt Assessments associated with Parcel L.

4. TRUSTEE OBLIGATION. In order to induce Titan to execute, deliver and perform under this Agreement, Trustee shall cause the SPE to execute and deliver to Titan contemporaneously upon Titan's execution and delivery of this Agreement and the Settlement Agreement a quitclaim deed for Parcel L (the "SPE Quit Claim Deed") in the form attached hereto as Exhibit B. The Trustee shall also take such actions as necessary to reflect that the District Bonds secured by Debt Assessment levied on Parcel L have been paid, canceled, or defeased as appropriate upon the District's receipt of the Settlement Amount, the Additional Consideration (if required), and the District's cancellation and reduction of the 2007 Debt Assessments as contemplated in Section 3 herein.

5. AGREEMENT REGARDING PARCEL L COLLECTIONS THEREON. The Parties agree that so long as Titan is current on its obligations under Section 2 of this Agreement, including the payment of O&M Assessments, the District will not take action to

foreclose on Parcel L. The Trustee, on behalf of the Bondholders of the District Bonds consents and agrees to the foregoing and agrees that it shall not and cannot direct the District to take any action inconsistent with the foregoing.

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

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

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

7. DEEMED AMENDMENT OF INDENTURE; CONSENT. To the extent that the provisions of this Agreement conflict with any provision of the Master Indenture, the Master Indenture shall be deemed to be amended to conform to the conflicting provision of this Agreement and any provisions required for such amendments are waived. Consent to such amendment shall be evidenced in the written direction to the Trustee by the Beneficial Owners of no less than 51% of the principal amount of the outstanding District Bonds (the "Majority Owners") to execute this Agreement.

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

9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the parties hereto and subject to the written consent of the Majority Owners.

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

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

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

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

14. TITAN ACQUISITIONS, LLC'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Titan Acquisitions, LLC hereby represents and warrants to the District and the Trustee that:

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

- (E) This Agreement has been duly authorized and executed by Titan Acquisitions, LLC in accordance with the articles of organization, operating agreement and other applicable organizational documents of Titan Acquisitions, LLC.

15. CH CAPITAL, INC.'S REPRESENTATIONS, WARRANTIES AND COVENANTS. CH Capital, Inc. hereby represents and warrants to the District and the Trustee that:

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

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

- (A) The District is a unit of special purpose government duly organized and validly existing in good standing under Chapter 190, *Florida Statutes*;
- (B) The District has the requisite right, legal capacity, power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (C) This Agreement has been duly authorized and executed by the District in accordance with all applicable law and authority documents applicable to the District;
- (D) The person executing this Agreement on behalf of the District represents that he or she is duly authorized to execute this Agreement and to bind the District; and

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

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

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

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

If to the District: NatureWalk Community Development District
Attention: District Manager/Stephanie DeLuna
Rizzetta & Company, Inc.
120 Richard Jackson Blvd., Suite 220
Panama City Beach, FL 32407
Email: Sdeluna@rizzetta.com

With a copy to: District Counsel/Joseph Brown
Kutak Rock LLP
107 W College Avenue

Tallahassee, FL 32301
Telephone: 850-692-7300
Email: joseph.brown@kutakrock.com

If to Titan: CH Capital, Inc.
Attn: Chris B. Hemmings, President
1510 S. Clark Avenue
Tampa, FL 33629
Email: anchortitletampa@gmail.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TITAN ACQUISITIONS, LLC, a Florida limited liability

By: _____
Nick Garcia, Managing Member

Date: _____

CH CAPITAL, INC., a Florida corporation

By: _____
Chris B. Hemmings, President

Date: _____

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Jonette Coram, Chair, Board of Supervisors

Date: _____

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

By: _____
Christopher H. Gehman, Vice President

Date: _____

EXHIBIT A

FORM OF ADDITIONAL CONSIDERATION AGREEMENT

[ATTACHED]

EXHIBIT B

FORM OF SPE QUITCLAIM DEED

[ATTACHED]

Tab 5

SERVICES AGREEMENT

WORK AUTHORIZATION NO. 24 WEAR DECK BOARD REPLACEMENT

THIS WORK AUTHORIZATION (“Work Authorization”) is presented according to the requirements of that certain *Wear Deck Board Replacement*, and is made and entered into this Thursday, February 5, 2026, by and between:

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

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

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

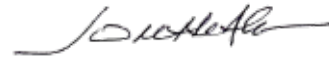
SECTION 2. COMPENSATION. Payment of compensation for the Services under this Work Authorization shall be based upon the Agreement and as set forth in **Exhibit A**.

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

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



Stephanie DeLuna
Assistant Secretary/Secretary



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

Virgin Brothers LLC
Company Name



W Virgin (Feb 12, 2026 14:34:31 CST)

Signature

By: Woodrow Virgin

Its: MGR

**VIRGIN BROTHERS' LLC
PROJECT PROPOSAL**

PROJECT NAME	START DATE
WA # 24	APRIL - MAY 2026
JOB LOCATION	EST. DATE OF COMPLETION
NATURE WORK	



Contact Name

Contact Address

Contact Email

Contact Number

CONTRACTOR INFORMATION

Company Name	Contact Name
Brothers, LLC	Xoodrow Virgin
Company Address	
526 Casson Road DeFrick S. in	FL 32435
Company Email	Company Number
wood.melaitembar@gmail.com	850-333-3547

SCOPE OF WORK

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AGREEMENT TERMS

HOLD 25 BARRS IN RESERVE FOR EMERGENCIES
 60% DEPOSIT REQUESTED = \$14,045.19

TOTAL COST

\$ 23,408.64

ACCEPTANCE

The undersigned hereby accepts the proposed coral cost, specifications, and conditions detailed above, and the scope of work herein detailed is hereby authorized to begin on the agreed upon date. Payment for services rendered will be made as specified in the Agreement Terms.

1

Signature

1.1.1 / -i-6
Date




WA #24- Virgin Brothers - Wear Deck Board Replacement

Final Audit Report

2026-02-12


Created:	2026-02-12
By:	Christy Gargaro (cgargaro@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADYEFcZmzkIJEooGrPER6NTJeERM894GV

"WA #24- Virgin Brothers - Wear Deck Board Replacement" History

-  Document created by Christy Gargaro (cgargaro@rizzetta.com)
2026-02-12 - 4:59:46 PM GMT
-  Document emailed to J. Coram (jcoram@naturewalkcdd.org) for signature
2026-02-12 - 4:59:51 PM GMT
-  Document emailed to Stephanie DeLuna (sdeluna@rizzetta.com) for signature
2026-02-12 - 4:59:51 PM GMT
-  Document emailed to W Virgin (woodyvirgin@embarqmail.com) for signature
2026-02-12 - 4:59:51 PM GMT
-  Email viewed by J. Coram (jcoram@naturewalkcdd.org)
2026-02-12 - 5:16:36 PM GMT
-  Signer J. Coram (jcoram@naturewalkcdd.org) entered name at signing as Jonette Coram
2026-02-12 - 5:17:37 PM GMT
-  Document e-signed by Jonette Coram (jcoram@naturewalkcdd.org)
Signature Date: 2026-02-12 - 5:17:39 PM GMT - Time Source: server
-  Email viewed by Stephanie DeLuna (sdeluna@rizzetta.com)
2026-02-12 - 6:44:46 PM GMT
-  Document e-signed by Stephanie DeLuna (sdeluna@rizzetta.com)
Signature Date: 2026-02-12 - 6:45:01 PM GMT - Time Source: server
-  Email viewed by W Virgin (woodyvirgin@embarqmail.com)
2026-02-12 - 8:33:52 PM GMT

 Document e-signed by W Virgin (woodyvirgin@embarqmail.com)

Signature Date: 2026-02-12 - 8:34:31 PM GMT - Time Source: server

 Agreement completed.

2026-02-12 - 8:34:31 PM GMT

Tab 6

SERVICES AGREEMENT

WORK AUTHORIZATION NO. 25 TRAIL BOARDWALK BOARD REPLACEMENT

THIS WORK AUTHORIZATION (“Work Authorization”) is presented according to the requirements of that certain *Trail Boardwalk Board Replacement*, and is made and entered into this Thursday, February 5, 2026, by and between:

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


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

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

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

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

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

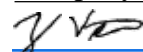


Stephanie DeLuna
Assistant Secretary/Secretary



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

Virgin Brothers LLC
Company Name


W Virgin (Feb 12, 2026 14:37:02 CST)
Signature

By: Woodrow Virgin

Its: MGR

VIRGIN BROTHERS, LLC
PROJECT PROPOSAL

PROTECT NAME 1/A ... 1-5 START DATE 1 M " It. tot 1. 0 2.<.
OB LOCATION NATURE WALK EST. DATE OF COMPLETION _____

OWNER INFORMATION

Contact Name _____
Contact Address _____
Contact Email _____ Contact Number _____

SUBCONTRACTOR INFORMATION

Company Name V" • Brothers, LLC Contact Name Woodrow Virgin
Company Address 526 Cosson Road, DeFuniak Springs, FL 32435
Company Email woodwirgio@embaremail.cnm Company Number 1 sso-333-3547

SCOPE OF WORK

PRESERVE TRAIL REPLACEMENT BOARDS
ffLrA''' ❖❖ ❖2- '2..ie.roie.S ,,,,S,,,,, ❖- ❖!
S'1'/tl,-Jt,..ES \$ S''rl' ❖'- 1-(A-'I> k.1.4 □ £
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5o Solt ❖!>S @ .f Si. Jo Pt □ l'o*ll.J>

AGREEMENT TERMS

ONE PAYMENT REQUESTED

TOTAL COST

\$ 1925.⁰⁰

ACCEPTANCE

The undersigned hereby accepts the proposed total cost, specifications, and conditions detailed above, and the scope of work herein detailed is hereby authorized to begin on the agreed upon date. Payment for services rendered will be made as specified in the Agreement Terms.

Signature 2 | 11 | 26
Date



WA #25 - Virgin Brothers - Trail Boardwalk Replacement

Final Audit Report

2026-02-12


Created:	2026-02-12
By:	Christy Gargaro (cgargaro@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqrZdiQals1NU3OPjXVexSh5QMrumDhaU

"WA #25 - Virgin Brothers - Trail Boardwalk Replacement" History

-  Document created by Christy Gargaro (cgargaro@rizzetta.com)
2026-02-12 - 5:01:57 PM GMT
-  Document emailed to J Coram (jcoram@naturewalkcdd.org) for signature
2026-02-12 - 5:02:02 PM GMT
-  Document emailed to Stephanie DeLuna (sdeluna@rizzetta.com) for signature
2026-02-12 - 5:02:02 PM GMT
-  Document emailed to W Virgin (woodyvirgin@embarqmail.com) for signature
2026-02-12 - 5:02:03 PM GMT
-  Email viewed by J Coram (jcoram@naturewalkcdd.org)
2026-02-12 - 5:19:35 PM GMT
-  Signer J Coram (jcoram@naturewalkcdd.org) entered name at signing as Jonette Coram
2026-02-12 - 5:20:23 PM GMT
-  Document e-signed by Jonette Coram (jcoram@naturewalkcdd.org)
Signature Date: 2026-02-12 - 5:20:25 PM GMT - Time Source: server
-  Email viewed by Stephanie DeLuna (sdeluna@rizzetta.com)
2026-02-12 - 6:14:24 PM GMT
-  Document e-signed by Stephanie DeLuna (sdeluna@rizzetta.com)
Signature Date: 2026-02-12 - 6:14:39 PM GMT - Time Source: server
-  Email viewed by W Virgin (woodyvirgin@embarqmail.com)
2026-02-12 - 8:34:43 PM GMT

 Document e-signed by W Virgin (woodyvirgin@embarqmail.com)

Signature Date: 2026-02-12 - 8:37:02 PM GMT - Time Source: server

 Agreement completed.

2026-02-12 - 8:37:02 PM GMT

Tab 7

**AGREEMENT BETWEEN THE NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT AND SITEX EARTHWORKS FOR
OUTLET CONTROL STRUCTURES AND SPILLWAY CLEAN-OUT**

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of February, 2026, 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 120 Richard Jackson Blvd., Panama City Beach, Florida 32407 (“District”); and

Sitex EarthWorks, LLC, a Florida limited liability company, whose mailing address is P.O. Box 917, Parrish, Florida 34219 (“Contractor”, together with District, “Parties”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Walton County, Florida, 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 certain vegetation and stormwater maintenance services; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide the services desired and has agreed to provide to the District those services identified in **Exhibit A**, 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 **Exhibit A** hereto.

- A.** Contractor shall provide Services, as described in **Exhibit A**. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of

the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B.** Services shall commence upon execution of this Agreement. To the extent of any conflict between this Agreement and **Exhibit A**, the terms of this Agreement shall control.
- 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 Twenty Seven Thousand Dollars (\$27,000.00) for the Services as identified in **Exhibit A**, attached hereto and incorporated herein by reference. Such amount includes all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services. Fifty percent (50%) shall be payable upon commencement of the Services, and fifty percent (50%) shall be payable within 30 days of satisfactory completion of the Services.

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

SECTION 4. WARRANTY. The Contractor warrants to the District that any 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. 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 landowner's within the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

 - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$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 One Million Dollars (\$1,000,000) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$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; however, that the Contractor shall be provided a reasonable opportunity to cure any failure under this Agreement.. 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, together with its Exhibit, shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of 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
2700 S. Falkenburg Road
Suite 200
Tampa, Florida 33578
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: Sitex EarthWorks, LLC
P.O. Box 917
Parrish, Florida 34219
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 DeLuna (“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, HBAILEY@RIZZETTA.COM, 120 RICHARD JACKSON BOULEVARD, 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 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

SECTION 31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;

- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits;* and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited.*

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 32. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

[This section intentionally left blank]

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

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors

SITEX EARTHWORKS, LLC

Joseph Craig

Sign: [Joseph Craig \(Feb 10, 2026 07:12:57 MST\)](#)

Print Name: Joseph Craig

Title: President

Exhibit A: Scope of Services

EXHIBIT A



POBox917
ParriS-tl, FL 34:219
813.564.232:l

SERVICE AGREEMENT

This agreement is between Sitex EarthWorks Hereafter called "Sitex" and Naturewalk CDD hereafter called "customer"

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C/O: Rizzetta & Company
Contact: Stephan:le |Dell.un:a
Addte&&: 2700 S. |Fallien'burg Rd Suite 200 Tarni:i'.111, |IRIO:tiida 33578
◆ail: SDeluna@liizzetta.com,
l'hOM: 813.533.2950

Sitex agrees to provide below services in accordance with the terms and conditions of this agreement in the following sites:

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

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Tilt>?/ NTECost: **\$27,000.00**

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02/06/2026

EXHIBIT A

Terms & Conditions

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2026.02.09 - Agreement for Outlet Control Structures Spillway Clean Out Services (Sitex) - Naturewalk

Final Audit Report

2026-02-10

Created:	2026-02-10
By:	Christy Gargaro (cgargaro@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr3TZjnVQGNzf1hHXi-PPXAqJDyu-mgA7

"2026.02.09 - Agreement for Outlet Control Structures Spillway Clean Out Services (Sitex) - Naturewalk" History

-  Document created by Christy Gargaro (cgargaro@rizzetta.com)
2026-02-10 - 11:29:21 AM GMT
-  Document emailed to B. Smith (bsmith@sitexaquatics.com) for signature
2026-02-10 - 11:29:26 AM GMT
-  Document emailed to J. Coram (jcoram@naturewalkcdd.org) for signature
2026-02-10 - 11:29:26 AM GMT
-  Email viewed by J. Coram (jcoram@naturewalkcdd.org)
2026-02-10 - 12:32:53 PM GMT
-  Signer J. Coram (jcoram@naturewalkcdd.org) entered name at signing as Jonette Coram
2026-02-10 - 12:37:56 PM GMT
-  Document e-signed by Jonette Coram (jcoram@naturewalkcdd.org)
Signature Date: 2026-02-10 - 12:37:58 PM GMT - Time Source: server
-  Email viewed by B. Smith (bsmith@sitexaquatics.com)
2026-02-10 - 2:11:45 PM GMT
-  Signer B. Smith (bsmith@sitexaquatics.com) entered name at signing as Joseph Craig
2026-02-10 - 2:12:55 PM GMT
-  Document e-signed by Joseph Craig (bsmith@sitexaquatics.com)
Signature Date: 2026-02-10 - 2:12:57 PM GMT - Time Source: server

✔ Agreement completed.

2026-02-10 - 2:12:57 PM GMT

Tab 8

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District’s Board of Supervisors (the “Board”) “shall exercise the powers granted to the district pursuant to Chapter 190, *Florida Statutes*,” and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS. The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Jonette Coram	2028
2	Mike Duffey	2026
3	Skylar Lee	2026
4	Danell Head	2026
5	Mike Grubbs	2028

This year, Seat 2, currently held by Mike Duffey, Seat 3, currently held by Skylar Lee, and Seat 4, currently held by Danell Head, are subject to election by landowners in November 2026. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. LANDOWNER’S ELECTION. In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisors of the District shall be held on the 5th day of November, 2026, at 2:00 p.m., and located at the Walton Area Chamber of Commerce, 63 South Centre Trail, Santa Rosa Beach, FL 32459.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its March 12, 2026 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District Manager's office, located at 120 Richard Jackson Blvd., Suite 220, Panama City Beach, FL 324077.

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

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 12th day of March, 2026.

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chairperson, Board of Supervisors

Secretary / Assistant Secretary

Exhibit A: Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within NatureWalk Community Development District (“**District**”) the location of which is generally described as comprising a parcel or parcels of land containing approximately 153.04 acres, generally located east of County Road 395, and north, south and west of Point Washington State Forest in Walton County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District’s Board of Supervisors (“**Board**”, and individually, “**Supervisor**”). Immediately following the landowners’ meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2026
TIME: 2:00 p.m. Central Time _____
PLACE: Walton Area Chamber of Commerce
63 South Centre Trail
Santa Rosa Beach, Florida 32459

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 120 Richard Jackson Boulevard, Suite 220, Panama City Beach, Florida 32407, Ph: (850) 334-9055 (“**District Manager’s Office**”). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager’s Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager’s Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

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

Stephanie DeLuna
District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 5, 2026**

TIME: **2:00 p.m. Central Time**

LOCATION: **Walton Area Chamber of Commerce
63 South Centre Trail
Santa Rosa Beach, Florida 32459**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the NatureWalk Community Development District to be held at Walton Area Chamber of Commerce, 63 South Centre Trail, Santa Rosa Beach, Florida 32459, on November 5, 2026, at 2:00 p.m. Central Time, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2026

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the NatureWalk Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
5		

Date: _____

Signed: _____

Printed Name: _____