



Rizzetta & Company

NatureWalk Community Development District

**Board of Supervisors' Meeting
December 4, 2025**

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

www.naturewalkcdd.org

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AGENDA

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

District Board of Supervisors	Jonette Coram 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**

December 3, 2025

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on **Thursday, December 4, 2025, at 12:00 p.m. (CT)** at the **Walton Chamber of Commerce** located at **63 South Centre Trail, Santa Rosa Beach, Florida 32459**.

1. 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, November 6, 2025.....Tab 1
 - B. Ratification of the Operations and Maintenance Expenditures for The Month of October 2025.....Tab 2
4. STAFF REPORTS
 - A. District Engineer
 1. Presentation of Stormwater Scope of Work for Ponds 4, 5, 7, 10, 11 and Lift Station #3.....Tab 3
 2. Discussion of Stormwater Management System Operations & Maintenance
 - B. District Landscape Provider
 1. Presentation of District Landscaping Reports.....Tab 4
 2. Discussion of Irrigation System
 - C. District Counsel
 1. Parcels Update
 2. Tract H Emergency Egress Update
 3. Parcel Development Requirements
 - D. District Manager
 1. District Encroachment Notice Update.....Tab 5
 2. District Records Storage Update
 3. Pond #13 Update
 - E. District Chair
5. BUSINESS ITEMS
 - A. Ratification of Tightline Agreement for Alleyway Pervious Concrete Replacement.....Tab 6
 - B. Ratification of Virgin Brothers WA# 23 Fence and Bulkhead Repairs.....Tab 7
 - C. Ratification of Green Earth WA# 26-01 CR395 Fall/Winter 2025 Annuals.....Tab 8
 - D. Discussion and Consideration of Green Earth WA# 26-02 November 2025 Irrigation Repair.....Tab 9
 - E. Discussion and Consideration of Green Earth WA# 26-03 Prairie Pass Irrigation Repair.....USC
 - F. Discussion and Consideration of Landscape Contract
 - G. Discussion of 84 Salamander Circle Improvement Encroachment Request.....Tab 10
 - H. Discussion and Consideration of the Sitex EarthWorks Agreement.....USC
6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS
7. ADJOURNMENT

Sincerely,
Stephanie DeLuna
Stephanie DeLuna

Tab 1

1 **MINUTES OF MEETING**

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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.*
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8 **NATUREWALK COMMUNITY DEVELOPMENT DISTRICT**

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10 The meeting of the Board of Supervisors of the NatureWalk Community Development
11 District was held on **Thursday, November 6, 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.
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14 Present and constituting a quorum:

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16	Jonette Coram	Board Supervisor, Chairman
17	Mike Grubbs	Board Supervisor, Vice-Chairman
18	Danell Head	Board Supervisor, Assistant Secretary
19	Mike Duffey	Board Supervisor, Assistant Secretary
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21 Also present were:

22		
23	Stephanie DeLuna	Rizzetta & Company, Inc.
24	Jim Martelli	District Engineer, Innerlight Engineering <i>(via phone)</i>
25	Joseph Brown	District Counsel, Kutak Rock <i>(via phone)</i>
26	Matt Weinrich	Landscape Provider, GreenEarth
27	Carlos Alladyce	Landscape Provider, GreenEarth
28	Chris Cope	Towing Provider, PBA Towing
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30	Audience	None
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32 **FIRST ORDER OF BUSINESS** **Call to Order**

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34 Mrs. DeLuna conducted attendance, confirmed quorum and called the meeting to
35 order at 12:00 p.m. (CT).
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38 **SECOND ORDER OF BUSINESS** **Audience Comments**

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40 There were no audience members or comments.
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43 **THIRD ORDER OF BUSINESS** **Business Administration**

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45 **A. Consideration of the Minutes of the Board of Supervisors (BOS) Meeting held**
46 **on October 2, 2025**

47 Ms. DeLuna requested Supervisor feedback on the minutes. There was none.

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
November 6, 2025 - Minutes of Meeting**

On a motion by Ms. Head, seconded by Mr. Grubbs with all in favor, the BOS approved the Minutes of the Board of Supervisors Meeting held on October 2, 2025, as presented, for NatureWalk Community Development District.

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

Ms. Coram noted that a refund in the amount of \$51,818.00 which was incorrectly billed by Egis Insurance and paid in error had been requested and received. Reimbursement funds that were deposited on October 6, 2025 are not reflected in the September O&M Report.

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the BOS ratified Operations and Maintenance Expenditures for the Month of September 2025, in the amount of \$87,739.87, with the refund noted, for NatureWalk Community Development District.

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FOURTH ORDER OF BUSINESS

Staff Reports

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A. District Engineer

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1. Discussion of Stormwater Management System Operations & Maintenance

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Mr. Martelli informed the BOS that a conference call was held recently with Sitex EarthWorks to develop a strategy for vegetation removal from NatureWalk's Stormwater Management System ponds using Innerlight Scopes of Work and drawings. Sitex can assist with debris removal from Lift Station #3 wet wells and valve vaults, but cannot assess its pumps or valves. A separate vendor or vendors will be needed to evaluate and install these pumps, brackets and valves. Per its proposal, Pump & Process can supply its control panel and pumps (if required), but will only install the controller.

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Ms. Coram inquired how to structure the Pump & Process and Sitex contracts given the number of variables cited by these vendors.

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Mr. Martelli advised that Innerlight and Pump & Process are working together to simplify the Lift Station Repair project using their vendor resources.

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Innerlight Scopes of Work and drawings for the first five (5) ponds are expected to be available by next week (November 10-14, 2025). Sitex may be able to schedule debris removal from these ponds plus Lift Station #3 during the first two weeks of December.

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A contract may be drafted either for Sitex vegetation removal from these areas only or for the entire stormwater system using the previously proposed cost of one hundred-thousand dollars (\$100,000.00).

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
November 6, 2025 - Minutes of Meeting**

87 Ms. DeLuna noted that Mr. Smith disclosed during the conference call that the
88 initial Sitex Proposal may no longer be applicable if the District chooses to move
89 forward in multiple stages, given that the vendor deploys from the Tampa area.
90

On a motion by Mr. Grubbs, seconded by Ms. Coram, with all in favor, the BOS approved a Not-to-Exceed amount of \$30,000.00, for a contract with Sitex EarthWorks to remove vegetation from five (5) Stormwater Ponds plus the Lift Station #3 wet wells and valve vaults per Innerlight Scopes of Work, for NatureWalk Community Development District.

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92 **2. Presentation of River Oats Pervious Concrete Replacement Proposals**
93 Mr. Martelli reviewed the proposals. The BOS previously set at not-to-exceed
94 amount of \$77,000 for River Oats Alley replacement at their October 2, 2025 meeting
95 and chose to move forward with this vendor. See Business Item B. for contract details.
96

97 Ms. Coram asked whether the District Engineer would need to review and provide
98 input on minor repairs required at several stormwater management system ponds. Mr.
99 Martelli stated that this was not necessary. Please see Agenda Item 4.D. for details.

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101 At this juncture, the District Manager asked the BOS if Chris Cope of PBA Towing
102 could present a towing update. Please see Agenda Item 4.C.1. for details.
103

104 **B. District Landscape Provider**
105 **1. Presentation of District Landscaping Reports**
106 Mr. Weinrich presented the November and December Monthly Reports and
107 noted that Turf Application will take place on November 25, 2025.
108

109 **2. Presentation of Green Earth Proposals for CR395 Fall/Winter Annuals**
110 Mr. Weinrich noted that the snapdragons in the first proposal will match the
111 existing perennial drift roses on the median. Irrigation will be adjusted and deer netting
112 included.
113

114 Ms. DeLuna if Green Earth provides a warranty for annuals. Mr. Weinrich
115 confirmed that annuals and perennials are warranted for 90 days.
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On a motion by Ms. Head, seconded by Ms. Coram, with all in favor, the BOS approved Green Earth Proposal #100109 to install snapdragons and pansies at CR395 in the amount of \$481.55, for NatureWalk Community Development District.

117
118 Ms. DeLuna requested a revised Green Earth proposal from Mr. Weinrich that
119 clarifies the discounted pricing of \$481.55 for the CR395 annuals.
120

121 Ms. Coram stated that this project would be assigned Work Authorization
122 number WA# 26-01 and requested that Green Earth include the District's work
123 authorization numbers in all subsequent invoicing.
124

125 Ms. Coram inquired about two recently received Green Earth invoices that are
126 not associated with any approved District Work Authorizations. Both are being held,
127 pending investigation.
128

129 Mr. Weinrich stated that the invoices should not be paid; he will send Ms.
130 Coram an email to confirm their cancellation on Friday, November 7, 2025.
131

132 3. Presentation of the District Irrigation System Maps

133 Mr. Weinrich confirmed that the entire system is fully functional, however Green
134 Earth Irrigation observed a leak on Sandgrass Blvd today and is investigating the source.
135 Results will be sent to Ms. Coram when available.
136

137 Ms. Coram asked if these maps are now final and can be sent to the District
138 Engineer so that system maps can be drawn. Mr. Weinrich confirmed that these maps
139 include the entire system.
140

141 Mr. Duffey asked which zone controls the irrigation sprinklers running at the back
142 of Ponds#19 and #20. He questioned whether irrigation along stormwatersystem ponds
143 might be impacted during vegetation clearing by Sitex EarthWorks.
144

145 Mr. Weinrich suggested that Green Earth can flag the locations of sprinklers
146 before the District does vegetation removal from the Stormwater System Ponds.
147

148 C. District Counsel

149 1. Parcels Update

150 Mr. Brown noted that bond debt negotiations between the owner of Parcel 292
151 and the bondholders' representatives have not been finalized.
152

153 Kutak Rock will send Tract K-1 a letter detailing their debt assessment balances on
154 November 7, 2025.
155

156 2. Tract H Emergency Egress Update

157 Mr. Brown presented the draft Easement Purchase and Sale Contract for the
158 Tract H emergency ingress/egress.
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160 The current owner of Tract H, Mr. Chris Hemmings of CH Holdings and Titan
161 Acquisitions, has agreed in substantial form via email to the terms listed in the draft.
162

163 The District will provide Mr. Hemmings with a written letter indicating that Buyer
164 and Seller have reached an agreement that provides for future conveyance of an
165 easement to allow emergency ingress and egress via Tract H for the benefit of the
166 NatureWalk Community.
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168 Ms. DeLuna stated that she contacted Egis Insurance, who will provide general
169 liability coverage for the Tract H easement once the property is platted and conveyed to
170 the District.
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**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
November 6, 2025 - Minutes of Meeting**

On a motion by Mr. Grubbs, seconded by Mr. Duffey, with all in favor, the BOS accepted the draft and approved District Counsel, Staff and Chair to work outside of a meeting to proceed with the Easement Agreement for Tract H with a total of \$15,000.00, with the terms as listed, for NatureWalk Community Development District.

3. Tract F Development Requirements

Ms. DeLuna stated that the District has received numerous inquiries regarding bond debt payoffs and parcel development questions recently.

Mark Winters of Timber Intentions confirmed that NatureWalk's timber bridges were built by his company to meet Highway Standard HS-20 rating, not with a direct weight limit. However, Mr. Winters stated that bridge and wear deck damage is not only caused by excessive weight, but also by vendor paint or tar spillage.

To that point, the District may wish to ask developers / landowners to enter into a licensing agreement which provides that NatureWalk CDD is added to their general liability insurance policy in case damage to any District-owned property occurs. This request would be included along with a letter which details other developer / landowner responsibilities such as providing and maintaining their own infrastructure.

The draft letter will be amended by the District Manager and Chair to include additional details and will be distributed to the BOS for review.

On a motion by Mr. Grubbs, seconded by Ms. Head, with all in favor, the BOS approved the NatureWalk CDD New Development Response Letter with additional changes noted, for NatureWalk Community Development District.

The BOS requested that District Counsel draft a New Developer licensing Agreement for their review at the December 4, 2025 meeting.

On a motion by Mr. Grubbs, seconded by Mr. Duffey, with all in favor, the BOS approved District Counsel to draft a licensing agreement pertaining to new development in the District, for NatureWalk Community Development District.

D. District Manager

Ms. DeLuna advised that the next BOS meeting will be held on December 4, 2025 at 12:00 PM Central Standard Time.

Ms. DeLuna asked if the Towing Report (provided earlier during the meeting, but captured below) was sufficient for the BOS. Ms. Coram requested that future reports be provided in writing. Ms. DeLuna will advise Mr. Cope that the BOS would also like future quarterly reports to be accompanied by photos for inclusion in agenda packets for records retention purposes.

1. District Towing Update

Mr. Cope reported that PBA Towing had booted or towed eight (8) vehicles since towing went into effect in NatureWalk on September 8, 2025 including:

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
November 6, 2025 - Minutes of Meeting**

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- One (1) commercial LSV owned by a property management company that was parked in the landscaping and blocking a fire hydrant on Beargrass Way is still being held at the tow lot as of October 11, 2025. The LSV is accruing \$30 in fines/per day.
- One (1) GMC SUV with an attached trailer that was parked on the street on Sandgrass Blvd was tandem-towed to the PBA lot on Church Street.
- One (1) commercial LSV owned by a property management company that was found abandoned on the street in the middle of Beargrass Way was towed during Fall Break.
- Two (2) Sprinter vans that exceeded the District Parking Pad 240-inch length limit were booted.
- One (1) Silverado truck that was parked on District landscaping was towed.

2. District Records Storage Update

Ms. DeLuna explained that Rizzetta is required to transfer the District's archived files to Walton County. The Walton Area Chamber of Commerce has available storage facilities and will provide an agreement which stipulates any associated costs for District Counsel review.

E. District Chair

The HOA has moved to HOAMCO for Community Association Management, effective January 1, 2026. The District will need to contact HOAMCO as soon as possible to establish a working relationship.

The November lighting audit found one outage, streetlight #75, which was retrofit to LED on November 4, 2025. This brings the total number of LED streetlights to 87/115.

Three requests for minor stormwater management pond fence repair were submitted to the HOA, either as work orders through the portal or directly to the Rizzetta CAM.

Ms. DeLuna contacted the new owners of 345 Flatwoods Forest Loop yesterday to advise that their fence poses an encroachment across District property and must be removed. The seller was notified in August, 2025 but did not resolve the encroachment.

Virgin Brothers will be onsite next week to provide an estimate for repairs of the two accessible fence areas. Ms. Coram requested a not-to-exceed amount of \$5000.00 for repairs. The expense will be ratified by the BOS on December 4, 2025.

On a motion by Mr. Grubbs, seconded by Ms. Head, with all in favor, the BOS approved District Stormwater Pond Fence Repairs by Virgin Brothers in an amount Not-To-Exceed \$5,000.00, for NatureWalk Community Development District.
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FIFTH ORDER OF BUSINESS

BUSINESS ITEMS

A. Ratification of Innerlight Invoice 10561 Pervious Concrete Surveys and Scopes of Work

The work was performed under a not-to-exceed amount and is being presented for BOS ratification.

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the BOS ratified Innerlight Invoice #10561 for Pervious Concrete Alley Surveys and Scopes of Work in the amount of \$8,000.00, for NatureWalk Community Development District.

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B. Discussion and Consideration of River Oats Alley Replacement by Tightline Construction

The contract provides a schedule for the project. Payment will be made within 45 days of invoicing; however, the District Engineer will make a site visit to certify the project has completed satisfactorily prior to remittance.

On a motion by Mr. Grubbs, seconded by Ms. Coram, with all in favor, the BOS approved the Tightline Construction contract for River Oats Alley replacement, as presented, for NatureWalk Community Development District.

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C. Discussion and Consideration of Rizzetta Landscape Inspection Services

Ms. DeLuna advised placing the Landscape Provider on a Rizzetta contract based on a Scope of Work set by the District, whether it is crafted by the Board of Supervisors or by formal RFP process using LIS Services personnel.

Based on ensuing discussion, Ms. DeLuna will contact Mr. Weinrich to inquire if Green Earth is able to switch to a Rizzetta contract.

If so, Ms. DeLuna will determine the cost of implementing a Rizzetta contract and bring it, plus an example, to the BOS for review at the December 4 meeting.

D. Discussion and Consideration of Southeast Straw Fall Pine Straw Installation

Ms. Coram previously confirmed pricing with the SouthEast straw office and scheduled Fall 2025 District pine straw install for the week of November 17, 2025, to follow the HOA as usual. The project will be managed by the District to avoid upcharges.

On a motion by Mr. Grubbs, seconded by Ms. Head, with all in favor, the BOS approved Fall 2025 pine straw installation by SouthEast Straw in a Not-To-Exceed amount of \$30,000.00, for NatureWalk Community Development District.

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E. Discussion and Consideration of the Draft District Easement Encroachment Notice

Ms. Coram requested that the letter be amended to provide information to residents in a bullet point format for ease of comprehension. An Innerlight survey that delineates existing encroachments will accompany each letter.

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F. Discussion and Consideration of 84 Salamander Circle Fence Request

Ms. Coram noted that a revised Encroachment Improvement Request and required payment of \$600.00 has not yet been received from the homeowners.

G. Consideration of Resolution 2026-02, Redesignating the Location of Local District Records Office

Following BOS approval, Counsel will review agreement terms and Ms. DeLuna will provide the cost to store District records at the Walton Area Chamber of Commerce.

On a motion by Ms. Head, seconded by Mr. Duffey, with all in favor, the BOS approved to adopt Resolution 2026-02 Redesignating the Walton Area Chamber of Commerce as its Local District Records Office, for NatureWalk Community Development District.

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SIXTH ORDER OF BUSINESS

**SUPERVISOR REQUESTS AND
AUDIENCE COMMENTS**

Ms. DeLuna asked BOS approval to invite HOAMCO to a District meeting to establish a working relationship and set expectations on the record with HOA Community Association Management.

Ms. DeLuna reported that Walton County Animal Control has two types of traps available for duck removal: hog traps were given negative feedback by a NatureWalk resident; chicken traps are too small. Animal Control referred Ms. DeLuna to another vendor. District Management will continue to take the lead on removal based on insurance provider recommendation. The District will request that the vendor transport the ducks to resident preferred location if possible.

Ms. Head stated that the temporary fence encroachment at 266 Prairie Pass is still in place and requested that Ms. DeLuna contact the homeowner for removal.

SEVENTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. Grubbs, seconded by Mr. Duffey, with all in favor, the BOS adjourned the meeting at 2:20 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 October 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2025 through October 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$70,707.87**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CHELCO	20251024-1	Monthly Summary 09/25 ACH	Monthly Summary 09/25	\$ 1,994.23
Danell Head	20251017-1	DH100225	Board of Supervisor Meeting 10/02/25	\$ 200.00
Egis Insurance Advisors, LLC	300174	29389	Policy #WC100125229 10/01/2025- 10/01/2026 W/C	\$ 850.00
Florida Department of Commerce	20251023-1	92940 ACH	Special District Fee for FY 25-26	\$ 175.00
GreenEarth Southeast, LLC	300167	185151	Landscape Maintenance 09/25	\$ 12,907.13
Innerlight Engineering Corporation	300170	10560	District Engineer 09/25	\$ 6,200.00
Innerlight Engineering Corporation	300170	10561	District Engineer 09/25	\$ 8,000.00
Innerlight Engineering Corporation	300173	10557	District Engineer 09/25	\$ 6,500.00
Innerlight Engineering Corporation	300173	10558	Miscellaneous Contingency 08/25	\$ 12,500.00
Innerlight Engineering Corporation	300173	10559	Miscellaneous Contingency 08/25	\$ 10,000.00
Jonette Anne Coram	300171	JC100225	Board of Supervisor Meeting 10/02/25	\$ 200.00
Michael W Grubbs	300172	MG100225	Board of Supervisor Meeting 10/02/25	\$ 200.00

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

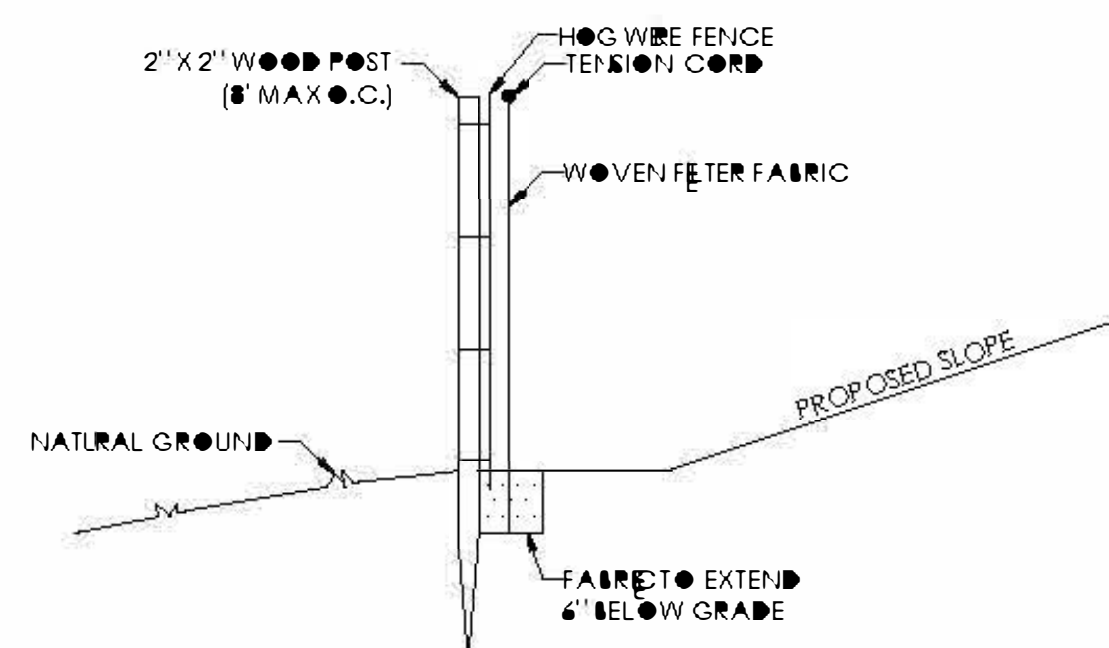
October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	300168	INV0000103570	District Management Fee 10/25	\$ 5,573.51
Rizzetta & Company, Inc.	300169	INV0000103686	Assessment Roll (Annual) 10/25	\$ 5,408.00
Report Total				<u>\$ 70,707.87</u>

Tab 3

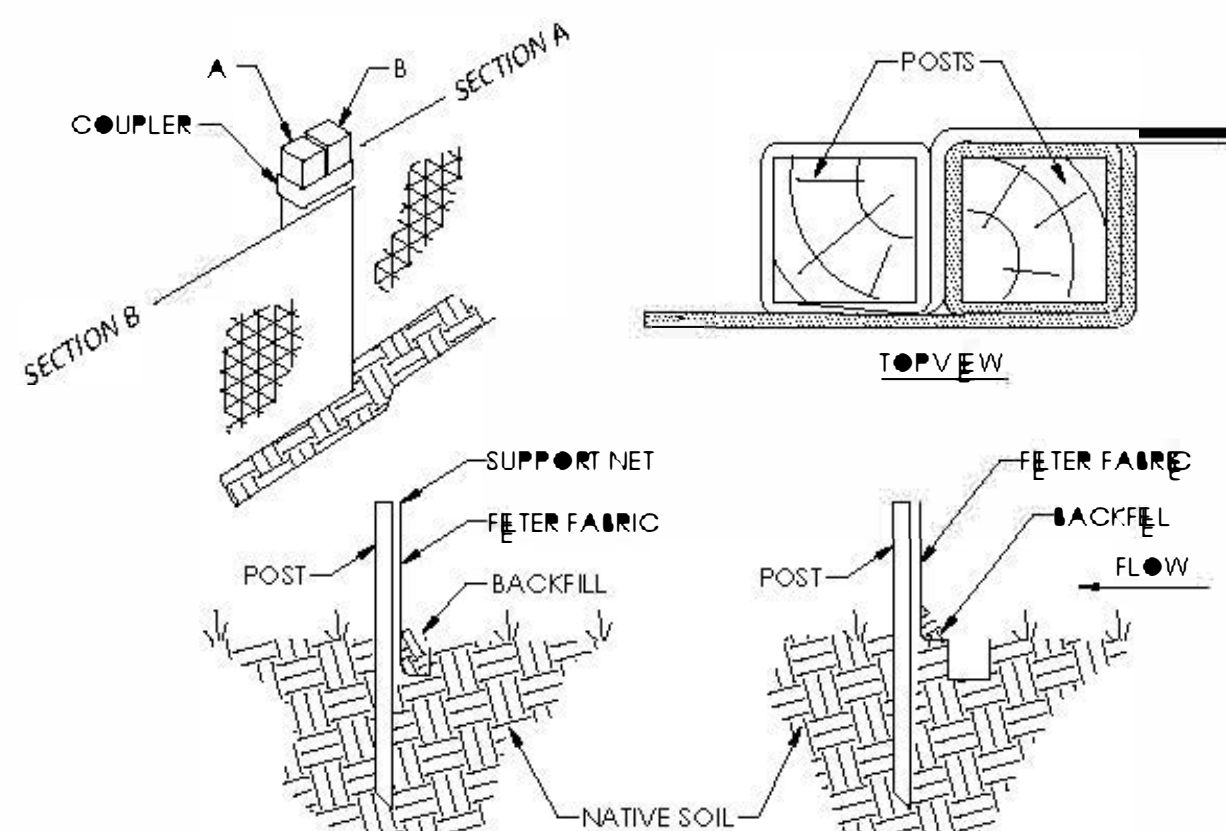
GENERAL NOTES

1. THE PROJECT SCOPE AND REQUIRED TASKS ARE SUBJECT TO FIELD CONFIRMATION WITH THE CONTRACTOR AND ENGINEER PRIOR TO COMMENCEMENT OF WORK.
2. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO BEGINNING WORK. ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE APPROVED PLANS, SPECIFICATIONS, AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
4. CONTRACTOR SHALL INSTALL, IMPLEMENT, AND MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION, IN ACCORDANCE WITH THE EROSION CONTROL DETAILS SHOWN IN THESE PLANS AND ALL REGULATORY REQUIREMENTS AT A MINIMUM.
5. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, STRUCTURES, AND VEGETATION NOT DESIGNATED FOR REMOVAL. ANY DAMAGE CAUSED BY CONSTRUCTION OPERATIONS SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
6. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND THE CDD REPRESENTATIVE PRIOR TO COMMENCING ANY RESTORATION OR CLEARING ACTIVITIES.
7. ALL DISTURBED AREAS SHALL BE STABILIZED IMMEDIATELY UPON COMPLETION OF WORK USING ENGINEER-APPROVED METHODS TO PREVENT EROSION AND PROMOTE REESTABLISHMENT OF VEGETATIVE COVER.

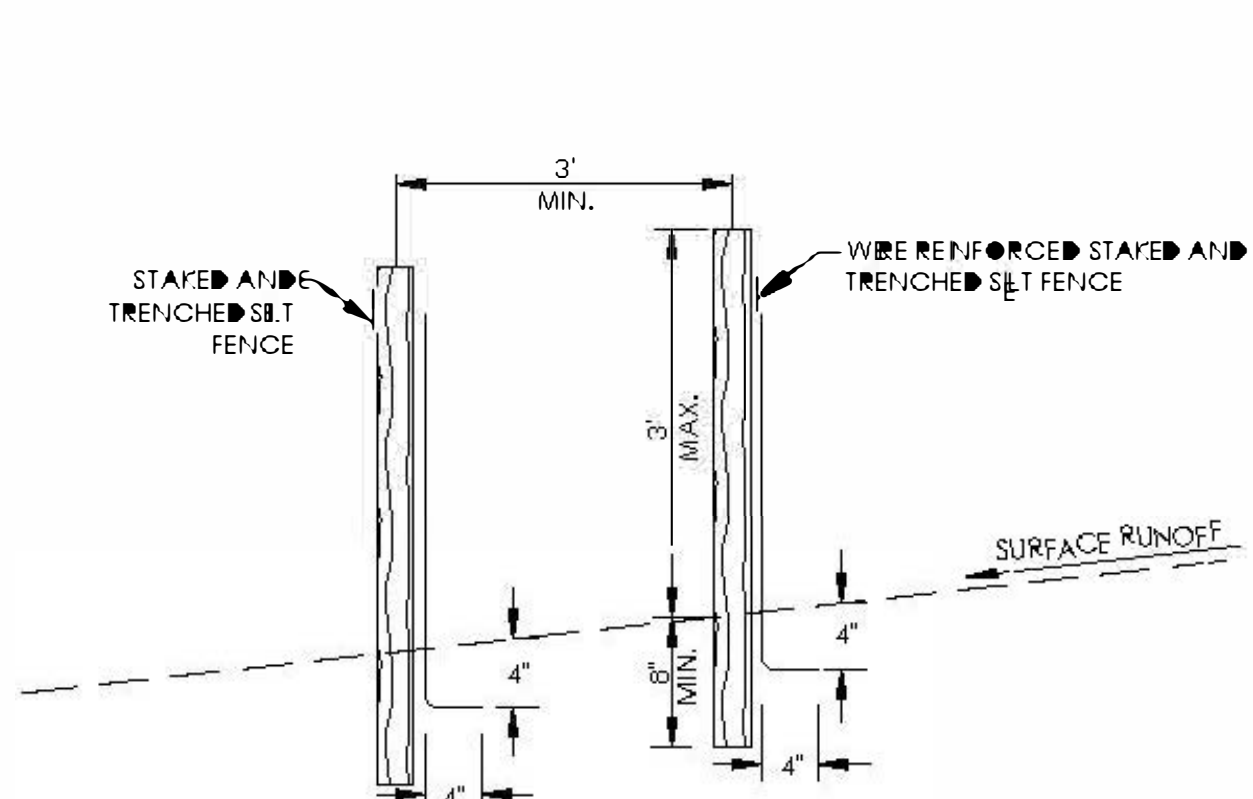


- DIG A 6" X 6" TRENCH AT DESIRED FENCE LOCATION.
- UNROLL SET FENCE ALONG TRENCH (SEE TOP VIEW). FENCE OR ENGINEER-APPROVED EQUIVALENT SHALL BE STAPLED TO THE DOWNHILL SIDE OF TRENCH WITH FILTER FABRIC FACING UPHILLSIDE.
- DRIVE STAKES INTO THE DOWNHILL SIDE OF TRENCH WITH FILTER FABRIC FACING UPHILLSIDE.
- STAPLE HOG WIRE TO POSTS, EXTENDING FROM TOP OF POSTS TO BOTTOM OF TRENCH.
- LAY THE BOTTOM 6" OF FABRIC INTO THE TRENCH AND FILL WITH SOIL FOR PROPER TIGHTENING.
- DRAW TENSION CORD AT TOP OF FENCE.

1 STANDARD SILT FENCE
NTS

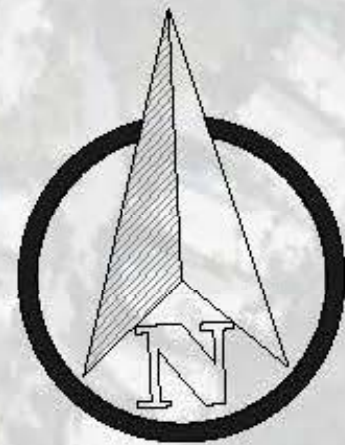
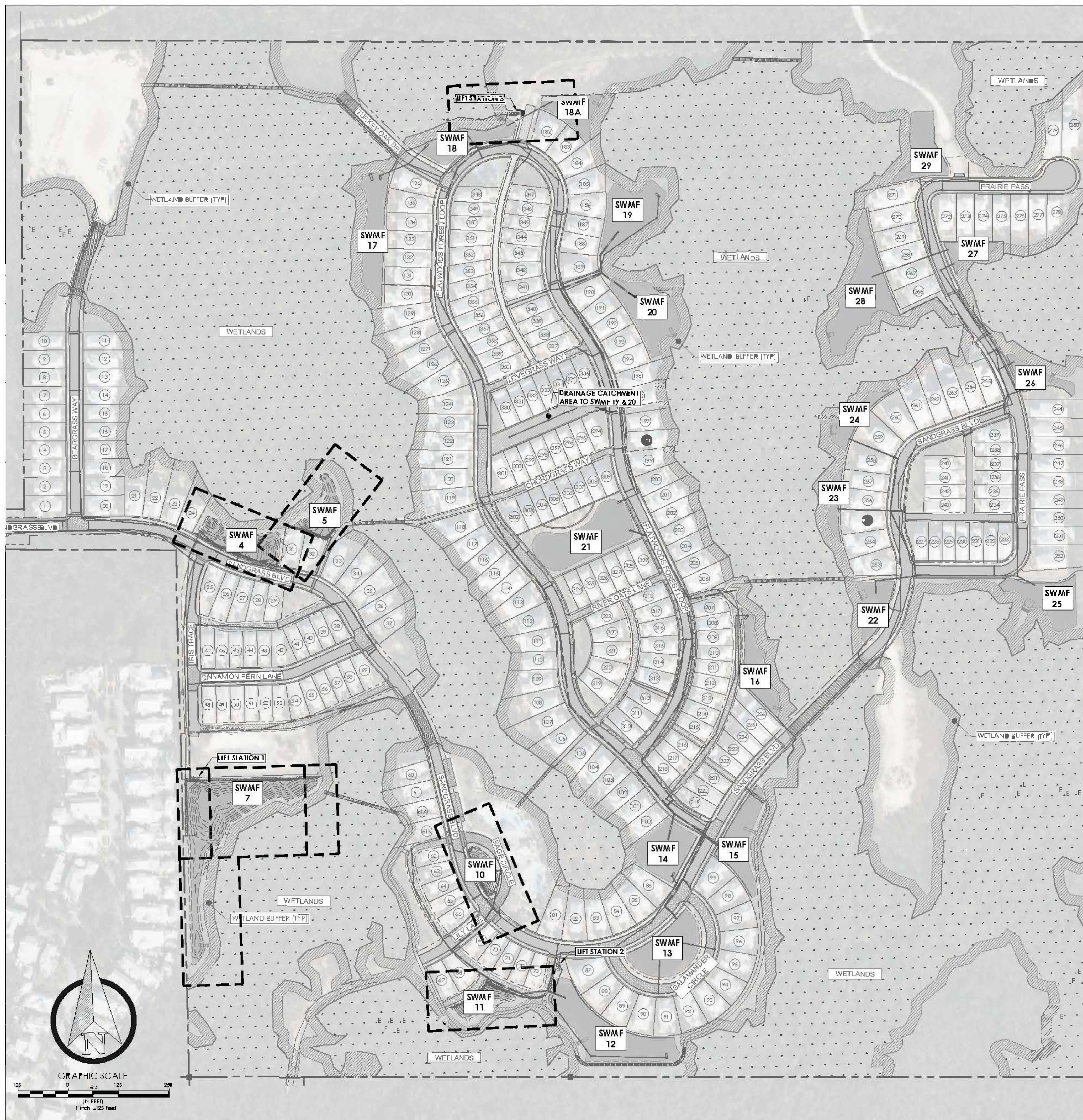


2 SEDIMENT BARRIER SILT FENCE DETAIL
NTS



- NOTES:**
1. POSTS SHALL BE SPACED A MAXIMUM OF 8 FEET APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES. WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 4 FEET.
 2. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES WIDE AND 4 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
 3. WHEN STANDARD STRENGTH FETER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH LONG, 16 WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
 4. THE STANDARD STRENGTH FETER FABRIC SHALL BE STAPLED OR WIED TO THE FENCE, AND 6 INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.

3 DOUBLE ROW STAKED SILT FENCE
NTS

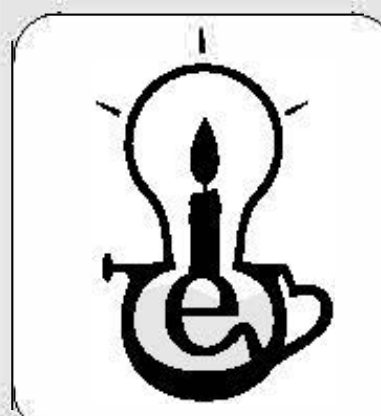


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INNERLIGHT ENGINEERING CORPORATION
 SAVE THE APPLIED WISDOM OF SUCCESS
 THINK SMARTER
 EMERALD COAST PARKWAY, SUITE 200
 MIRAMAR BEACH, FLORIDA | 32550

NATUREWALK AT SEAGROVE BEACH
 STORMWATER MANAGEMENT FACILITY RESTORATION
 NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
 120 RICHARD JACKSON BOULEVARD, SUITE 220
 PANAMA CITY BEACH, FLORIDA 32407

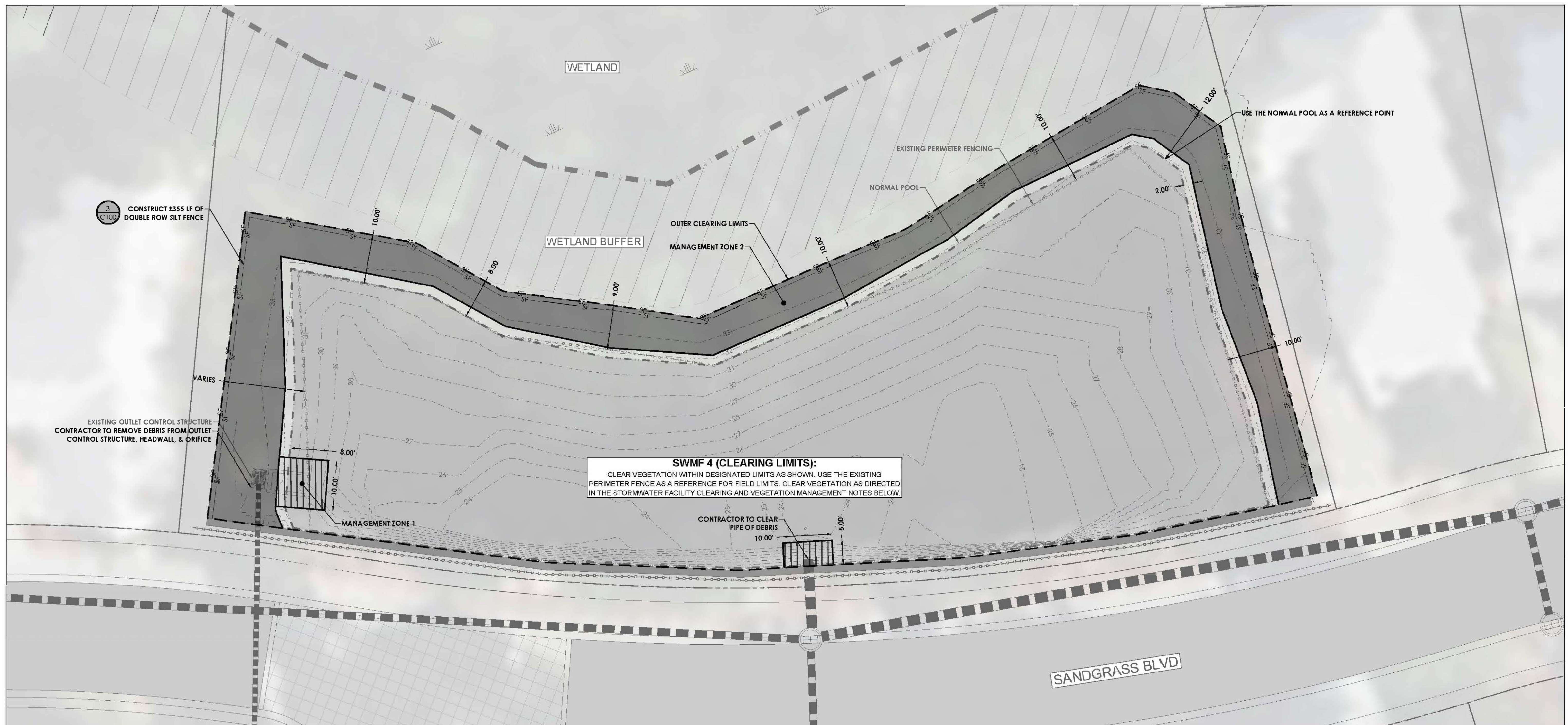
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SHEET TITLE
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 MANAGEMENT
 FACILITIES
 (OVERALL)

SHEET NUMBER
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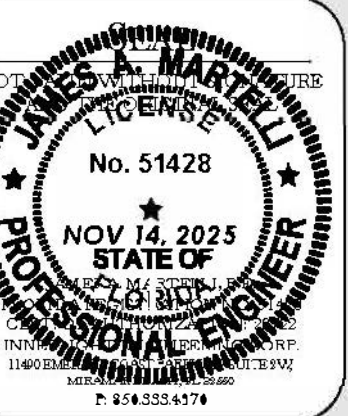
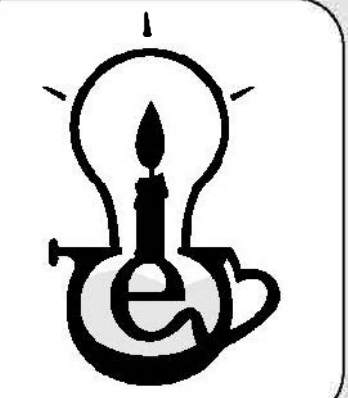
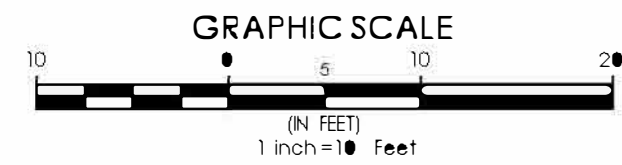
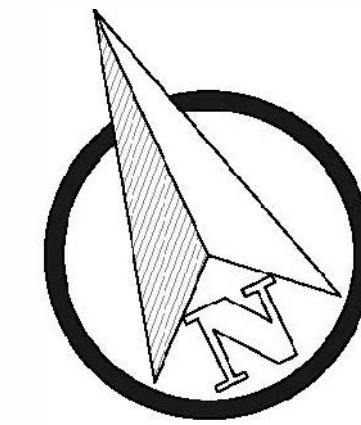
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SWMF 4 (CLEARING LIMITS):
 CLEAR VEGETATION WITHIN DESIGNATED LIMITS AS SHOWN. USE THE EXISTING PERIMETER FENCE AS A REFERENCE FOR FIELD LIMITS. CLEAR VEGETATION AS DIRECTED IN THE STORMWATER FACILITY CLEARING AND VEGETATION MANAGEMENT NOTES BELOW.

STORMWATER FACILITY CLEARING AND VEGETATION MANAGEMENT NOTES

1. **PROJECT INTENT AND FIELD CONFIRMATION**
 - CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND REVIEW THE PROJECT SCOPE WITH THE ENGINEER AND CDD REPRESENTATIVE PRIOR TO BEGINNING WORK.
 - WORK UNDER THIS CONTRACT IS LIMITED TO RESTORING FUNCTIONALITY OF KEY STORMWATER COMPONENTS (INLETS, OUTLETS, SPILLWAY FLOW PATHS, AND LIFT STATIONS) AND BERM ACCESSIBILITY.
 - FULL VEGETATION REMOVAL, BERM RECONSTRUCTION, AND POND DREDGING ARE NOT INCLUDED IN THIS SCOPE, UNLESS SPECIFICALLY SPECIFIED.
2. **CLEARING LIMITS**
 - CLEAR VEGETATION ONLY WITHIN THE LIMITS SHOWN ON THE PLANS.
 - LIMITS ARE GENERALLY TIED TO THE EXISTING PERIMETER FENCE.
 - IF THE FENCE IS MISSING OR SIGNIFICANTLY OFFSET, THE NORMAL POOL ELEVATION MAY BE USED AS A SECONDARY FIELD REFERENCE WHEN AT OR BELOW THE CONTROL ELEVATION.
3. **MANAGEMENT ZONE 1 (IN-POND - LIMITED WORK ONLY)**
 - NO GENERAL CLEARING, DREDGING, GRADING, OR LITTORAL ZONE DISTURBANCE SHALL OCCUR.
 - WORK IS LIMITED TO: INLET PIPES, OUTLET CONTROL STRUCTURES, AND EXISTING EMERGENCY SPILLWAYS.
 - REMOVE ONLY THE VEGETATION, DEBRIS, AND OBSTRUCTIONS NECESSARY TO RESTORE FLOW AND ACCESS.
 - NO EARTHWORK OR GEOMETRIC ALTERATION IS PERMITTED UNLESS DIRECTED BY THE ENGINEER.
4. **MANAGEMENT ZONE 2 (PERIMETER / BERM ACCESS)**
 - VEGETATION SHALL BE SELECTIVELY CUT TO THE GROUND SURFACE, WITH ROOT SYSTEMS LEFT IN PLACE.
 - REMOVE UNDERBRUSH, INVASIVE SPECIES, VOLUNTEER TREES, AND DEAD OR DECLINING VEGETATION ONLY AS NEEDED TO ESTABLISH A CONTINUOUS, WALKABLE ACCESS PATH.
 - SELECT MATURE TREES OR OTHER DESIRABLE VEGETATION MAY BE LEFT IN PLACE WHEN ADEQUATE ROOM EXISTS TO MAINTAIN THE REQUIRED ACCESS PATH AND WITH ENGINEER APPROVAL.
 - STABILIZE CUT AREAS WITH ENGINEER-APPROVED VEGETATION SUITABLE FOR ROUTINE MOWING.
5. **EMERGENCY SPILLWAY (CLEARING ONLY)**
 - CLEAR VEGETATION AND OBSTRUCTIONS AROUND THE EXISTING EMERGENCY SPILLWAY TO EXPOSE ITS LOCATION AND ENABLE FLOW.
 - NO EARTHWORK, REGRAVING, OR RECONSTRUCTION SHALL OCCUR UNDER THIS CONTRACT.
 - AVOID DISTURBING THE BERM OR ALTERING THE EXISTING SPILLWAY GEOMETRY.
 - AFTER CLEARING, THE ENGINEER WILL EVALUATE THE SPILLWAY FOR FUTURE RESTORATION NEEDS.
6. **WETLAND AND BUFFER PROTECTION**
 - AVOID ALL IMPACTS TO ADJACENT WETLANDS AND WETLAND BUFFERS.
 - NO WORK SHALL OCCUR OUTSIDE THE DESIGNATED LIMITS.
 - REPORT ANY POTENTIAL ENCROACHMENT OR UNKNOWN FIELD CONDITIONS TO THE ENGINEER BEFORE PROCEEDING.
7. **TURBIDITY CONTROL**
 - CONTRACTOR TO USE PREVENTATIVE MEASURES TO PREVENT TURBIDITY INTO THE POND.
 - IF TURBIDITY OCCURS, NOTIFY THE ENGINEER IMMEDIATELY AND IMPLEMENT CORRECTIVE MEASURES AS DIRECTED.
8. **STABILIZATION AND DISPOSAL**
 - STABILIZE ALL DISTURBED AREAS IMMEDIATELY UPON COMPLETION OF WORK.
 - REMOVE ALL CUT VEGETATION AND DEBRIS FROM THE SITE UNLESS OTHERWISE APPROVED.
 - ALL WORK SHALL COMPLY WITH APPLICABLE LOCAL, STATE, AND ENVIRONMENTAL REGULATIONS.



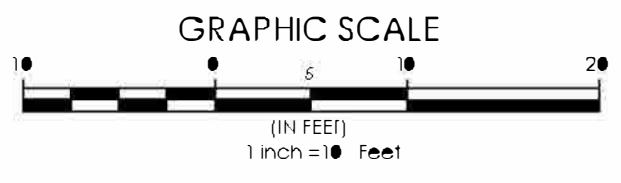
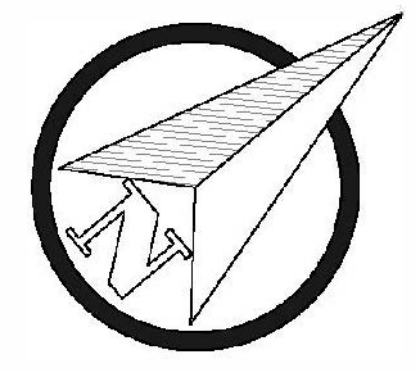
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SWMF 5 (CLEARING LIMITS):
 CLEAR VEGETATION WITHIN DESIGNATED LIMITS AS SHOWN. USE THE EXISTING PERIMETER FENCE AS A REFERENCE FOR FIELD LIMITS. CLEAR VEGETATION AS DIRECTED IN THE STORMWATER FACILITY CLEARING AND VEGETATION MANAGEMENT NOTES BELOW.

STORMWATER FACILITY CLEARING AND VEGETATION MANAGEMENT NOTES

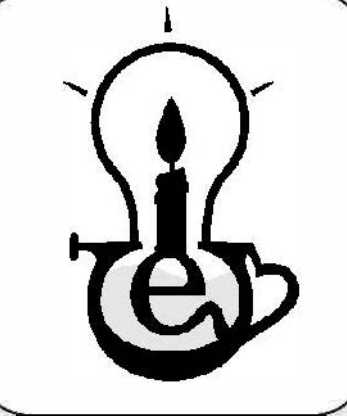
1. **PROJECT INTENT AND FIELD CONFIRMATION**
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 - WORK UNDER THIS CONTRACT IS LIMITED TO RESTORING FUNCTIONALITY OF KEY STORMWATER COMPONENTS (INLETS, OUTLETS, SPILLWAY FLOW PATHS, AND LIFT STATIONS) AND BERM ACCESSIBILITY.
 - FULL VEGETATION REMOVAL, BERM RECONSTRUCTION, AND POND DREDGING ARE NOT INCLUDED IN THIS SCOPE, UNLESS SPECIFICALLY SPECIFIED.
2. **CLEARING LIMITS**
 - CLEAR VEGETATION ONLY WITHIN THE LIMITS SHOWN ON THE PLANS.
 - LIMITS ARE GENERALLY TIED TO THE EXISTING PERIMETER FENCE.
 - IF THE FENCE IS MISSING OR SIGNIFICANTLY OFFSET, THE NORMAL POOL ELEVATION MAY BE USED AS A SECONDARY FIELD REFERENCE WHEN AT OR BELOW THE CONTROL ELEVATION.
3. **MANAGEMENT ZONE 1 (IN-POND - LIMITED WORK ONLY)**
 - NO GENERAL CLEARING, DREDGING, GRADING, OR LITTORAL ZONE DISTURBANCE SHALL OCCUR.
 - WORK IS LIMITED TO: INLET PIPES, OUTLET CONTROL STRUCTURES, AND EXISTING EMERGENCY SPILLWAYS.
 - REMOVE ONLY THE VEGETATION, DEBRIS, AND OBSTRUCTIONS NECESSARY TO RESTORE FLOW AND ACCESS.
 - NO EARTHWORK OR GEOMETRIC ALTERATION IS PERMITTED UNLESS DIRECTED BY THE ENGINEER.
4. **MANAGEMENT ZONE 2 (PERIMETER / BERM ACCESS)**
 - VEGETATION SHALL BE SELECTIVELY CUT TO THE GROUND SURFACE, WITH ROOT SYSTEMS LEFT IN PLACE.
 - REMOVE UNDERBRUSH, INVASIVE SPECIES, VOLUNTEER TREES, AND DEAD OR DECLINING VEGETATION ONLY AS NEEDED TO ESTABLISH A CONTINUOUS, WALKABLE ACCESS PATH.
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 - NO EARTHWORK, REGRADING, OR RECONSTRUCTION SHALL OCCUR UNDER THIS CONTRACT.
 - AVOID DISTURBING THE BERM OR ALTERING THE EXISTING SPILLWAY GEOMETRY.
 - AFTER CLEARING, THE ENGINEER WILL EVALUATE THE SPILLWAY FOR FUTURE RESTORATION NEEDS.
6. **WETLAND AND BUFFER PROTECTION**
 - AVOID ALL IMPACTS TO ADJACENT WETLANDS AND WETLAND BUFFERS.
 - NO WORK SHALL OCCUR OUTSIDE THE DESIGNATED LIMITS.
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7. **TURBIDITY CONTROL**
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8. **STABILIZATION AND DISPOSAL**
 - STABILIZE ALL DISTURBED AREAS IMMEDIATELY UPON COMPLETION OF WORK.
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 - ALL WORK SHALL COMPLY WITH APPLICABLE LOCAL, STATE, AND ENVIRONMENTAL REGULATIONS.



INNERLIGHT ENGINEERING CORPORATION
 THE APPLIED SCIENCE OF SUCCESS
 EMERALD COAST PARKWAY, SUITE 200
 MIRAMAR BEACH, FLORIDA 32550

NATUREWALK AT SEAGROVE BEACH
 STORMWATER MANAGEMENT FACILITY RESTORATION
 NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
 120 RICHARD JACKSON BOULEVARD, SUITE 220
 PANAMA CITY BEACH, FLORIDA 32407

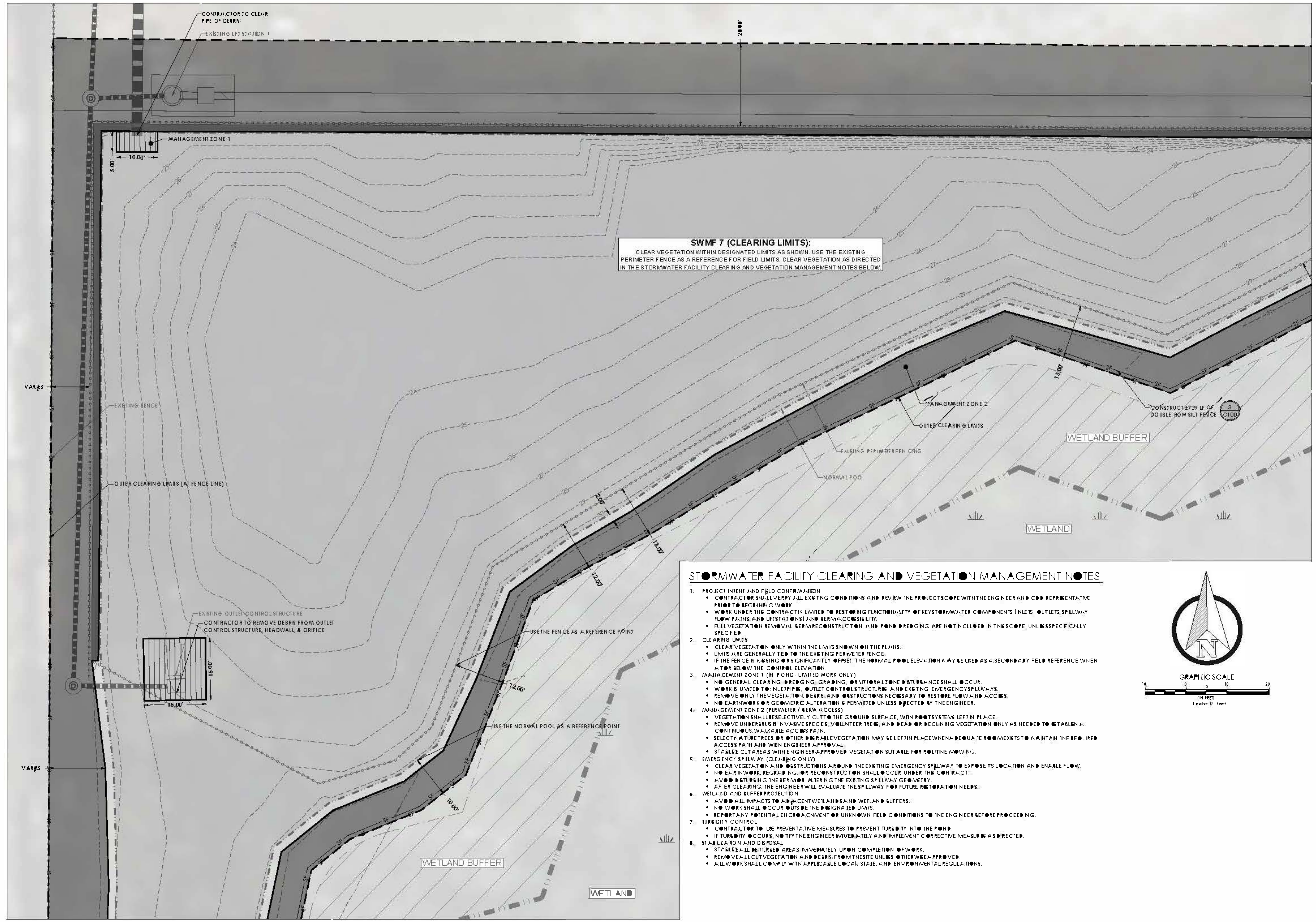
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SHEET TITLE
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SHEET NUMBER
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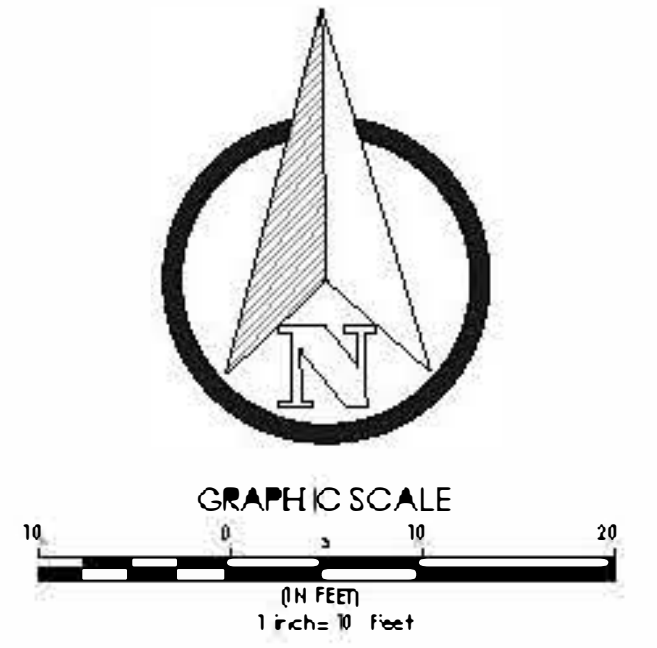
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SWMF 7 (CLEARING LIMITS):
 CLEAR VEGETATION WITHIN DESIGNATED LIMITS AS SHOWN. USE THE EXISTING PERIMETER FENCE AS A REFERENCE FOR FIELD LIMITS. CLEAR VEGETATION AS DIRECTED IN THE STORMWATER FACILITY CLEARING AND VEGETATION MANAGEMENT NOTES BELOW.

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- MANAGEMENT ZONE 1 (N. POND - LIMITED WORK ONLY)**
 - NO GENERAL CLEARING, DREDGING, GRADING, OR LITORAL ZONE DISTURBANCES SHALL OCCUR.
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INNERLIGHT ENGINEERING CORPORATION
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NATUREWALK AT SEAGROVE BEACH
 STORMWATER MANAGEMENT FACILITY RESTORATION
 NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
 120 RICHARD JACKSON BOULEVARD, SUITE 420
 PALM BEACH, FLORIDA 33480

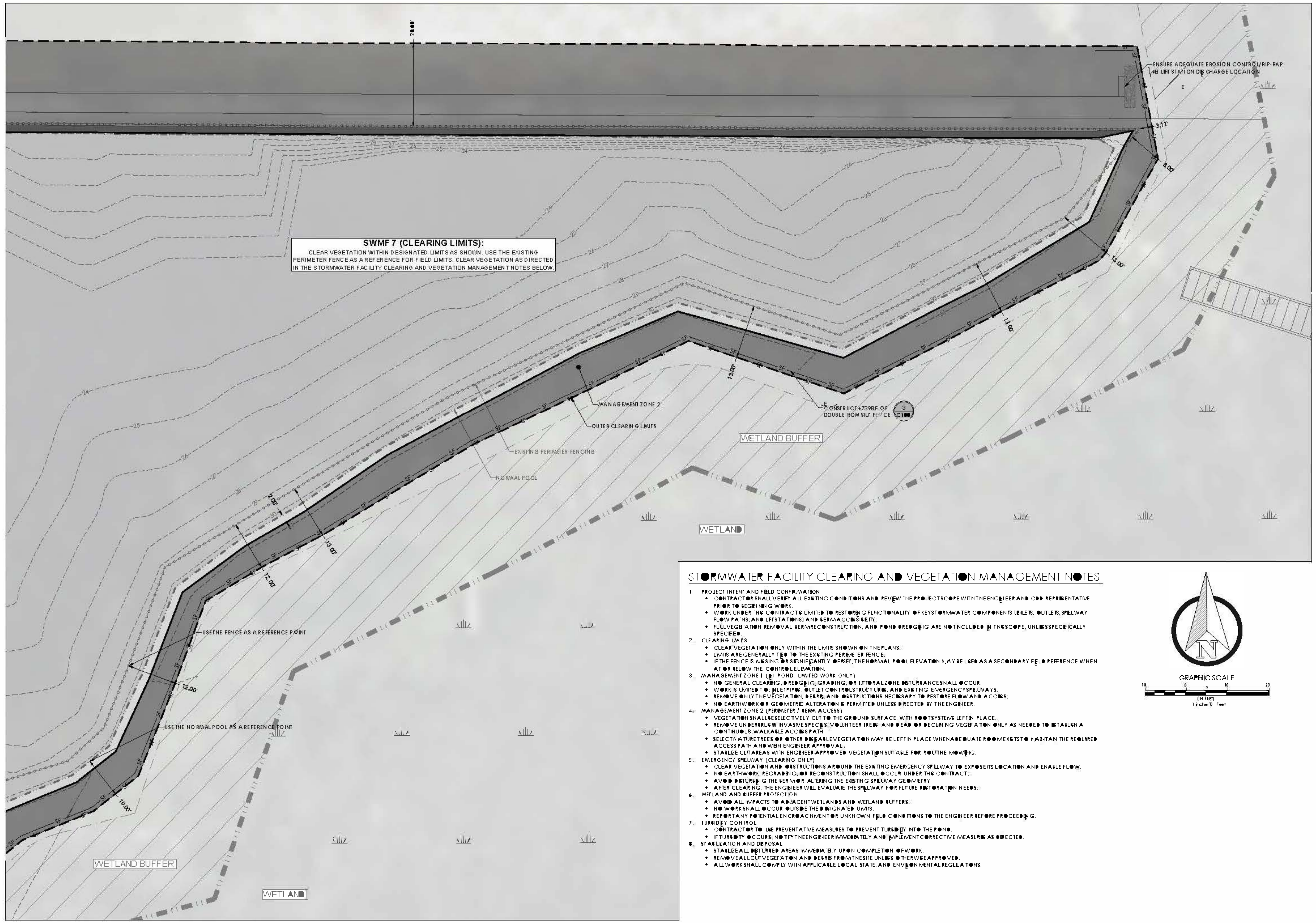
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SHEET TITLE
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SHEET NUMBER
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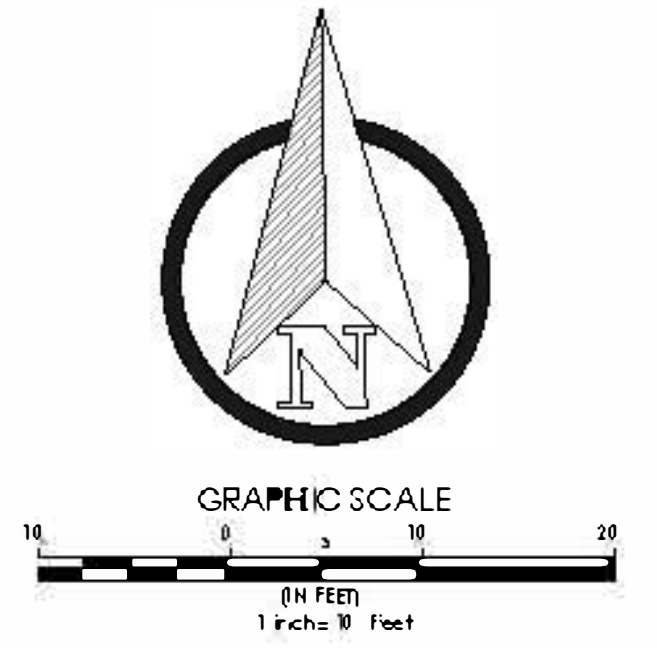
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SWMF 7 (CLEARING LIMITS):
 CLEAR VEGETATION WITHIN DESIGNATED LIMITS AS SHOWN. USE THE EXISTING PERIMETER FENCE AS A REFERENCE FOR FIELD LIMITS. CLEAR VEGETATION AS DIRECTED IN THE STORMWATER FACILITY CLEARING AND VEGETATION MANAGEMENT NOTES BELOW.

STORMWATER FACILITY CLEARING AND VEGETATION MANAGEMENT NOTES

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- MANAGEMENT ZONE 1 (BYPOND, LIMITED WORK ONLY)**
 - NO GENERAL CLEARING, BERM GRADING, OR LITTORAL ZONE DISTURBANCES SHALL OCCUR.
 - WORK IS LIMITED TO: INLET PIPES, OUTLET CONTROL STRUCTURES, AND EXISTING EMERGENCY SPILLWAYS.
 - REMOVE ONLY THE VEGETATION, BEERS, AND OBSTRUCTIONS NECESSARY TO RESTORE FLOW AND ACCESS.
 - NO EARTHWORK OR GEOMETRIC ALTERATION IS PERMITTED UNLESS DIRECTED BY THE ENGINEER.
- MANAGEMENT ZONE 2 (PERIMETER / BERM ACCESS)**
 - VEGETATION SHALL BE SELECTIVELY CUT TO THE GROUND SURFACE, WITH ROOT SYSTEMS LEFT IN PLACE.
 - REMOVE UNDERLIES IN INVASIVE SPECIES, VOLUNTEER TREES, AND DEAD OR DECLINING VEGETATION ONLY AS NEEDED TO ESTABLISH A CONTINUOUS, WALKABLE ACCESS PATH.
 - SELECTIVE RETENTION OF OTHER DESIRABLE VEGETATION MAY BE LEFT IN PLACE WHEN ADEQUATE ROOM EXISTS TO HABITAT THE REQUIRED ACCESS PATH AND WITH ENGINEER APPROVAL.
 - STABLER CUT AREAS WITH ENGINEER-APPROVED VEGETATION SUITABLE FOR ROUTINE MAINTENANCE.
- EMERGENCY SPILLWAY (CLEARING ONLY)**
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 - AVOID DISTURBING THE BERM OR ALTERING THE EXISTING SPILLWAY GEOMETRY.
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- STABILIZATION AND DISPOSAL**
 - STABLER ALL DISTURBED AREAS IMMEDIATELY UPON COMPLETION OF WORK.
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 - ALL WORK SHALL COMPLY WITH APPLICABLE LOCAL, STATE, AND ENVIRONMENTAL REGULATIONS.



INTEGRITY ENGINEERING CORPORATION
 THE ART AND SCIENCE OF SUCCESS
 120 RICHARD JACKSON BOULEVARD, SUITE 420
 MIAMI CITY BEACH, FLORIDA 33407
 MIRAMAR BEACH | FLORIDA | 32950

NATUREWALK AT SEAGROVE BEACH
 STORMWATER MANAGEMENT FACILITY RESTORATION
 NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
 120 RICHARD JACKSON BOULEVARD, SUITE 420
 MIAMI CITY BEACH, FLORIDA 33407

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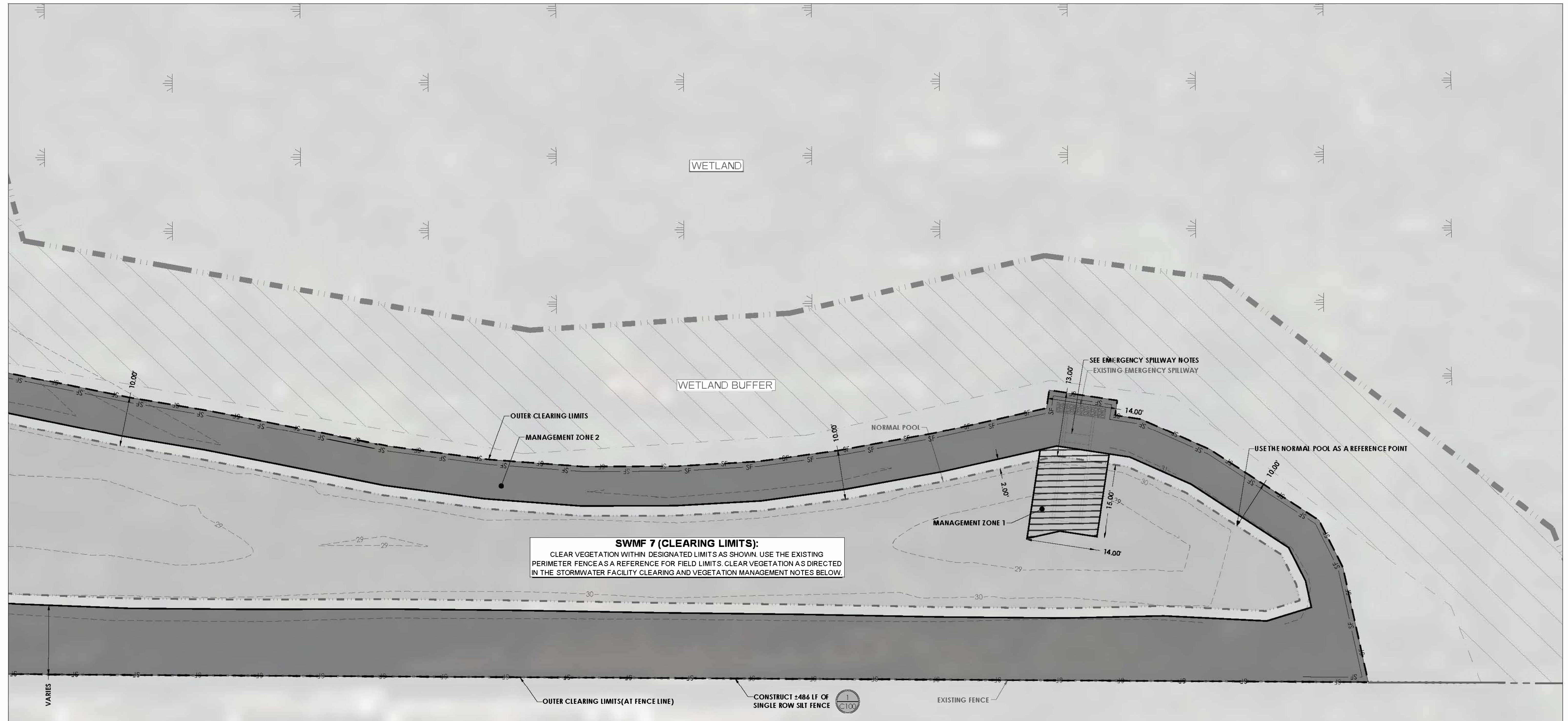
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SHEET TITLE
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SHEET NUMBER
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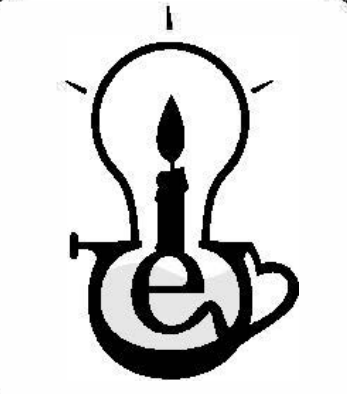
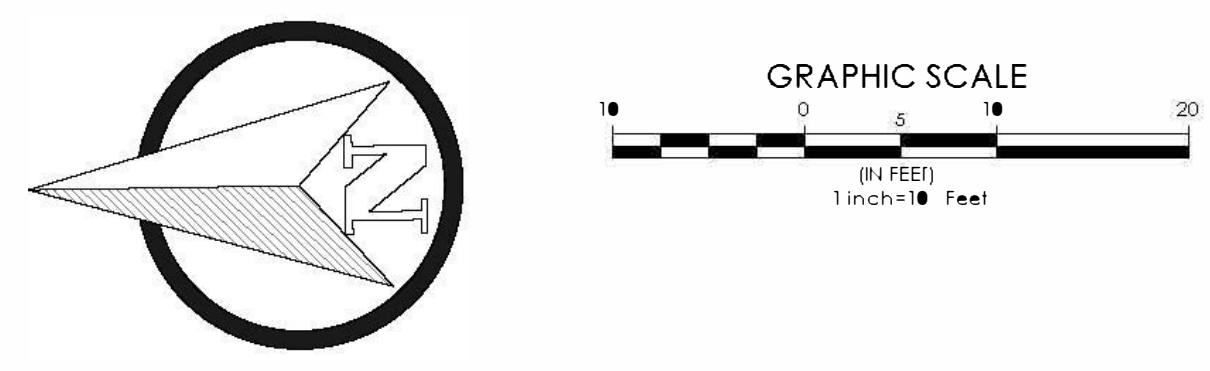
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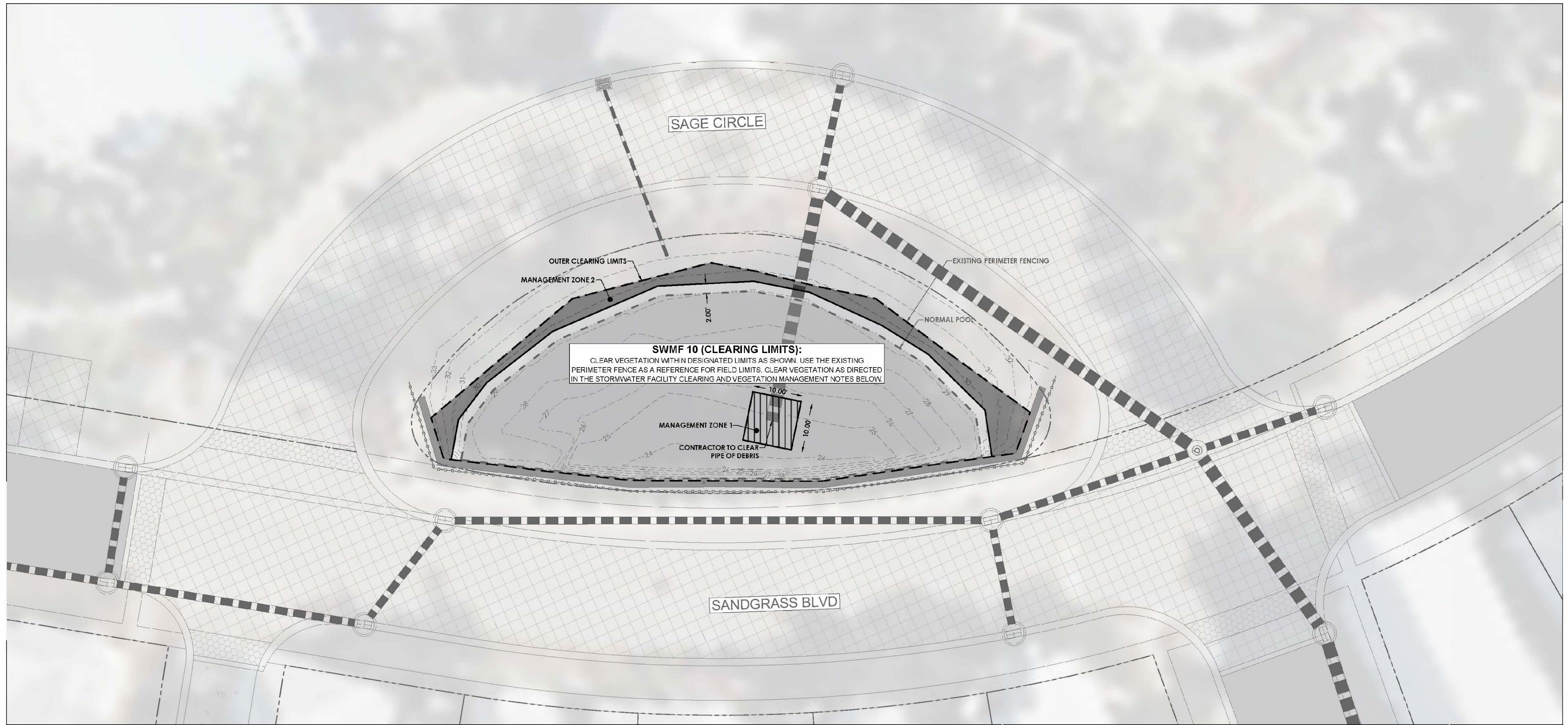
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STORMWATER FACILITY CLEARING AND VEGETATION MANAGEMENT NOTES

- 1. PROJECT INTENT AND FIELD CONFIRMATION**
 - CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND REVIEW THE PROJECT SCOPE WITH THE ENGINEER AND CDD REPRESENTATIVE PRIOR TO BEGINNING WORK.
 - WORK UNDER THIS CONTRACT IS LIMITED TO RESTORING FUNCTIONALITY OF KEY STORMWATER COMPONENTS (INLETS, OUTLETS, SPILLWAY FLOW PATHS, AND LIFT STATIONS) AND BERM ACCESSIBILITY.
 - FULL VEGETATION REMOVAL, BERM RECONSTRUCTION, AND POND DREDGING ARE NOT INCLUDED IN THIS SCOPE, UNLESS SPECIFICALLY SPECIFIED.
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- 3. MANAGEMENT ZONE 1 (IN-POND - LIMITED WORK ONLY)**
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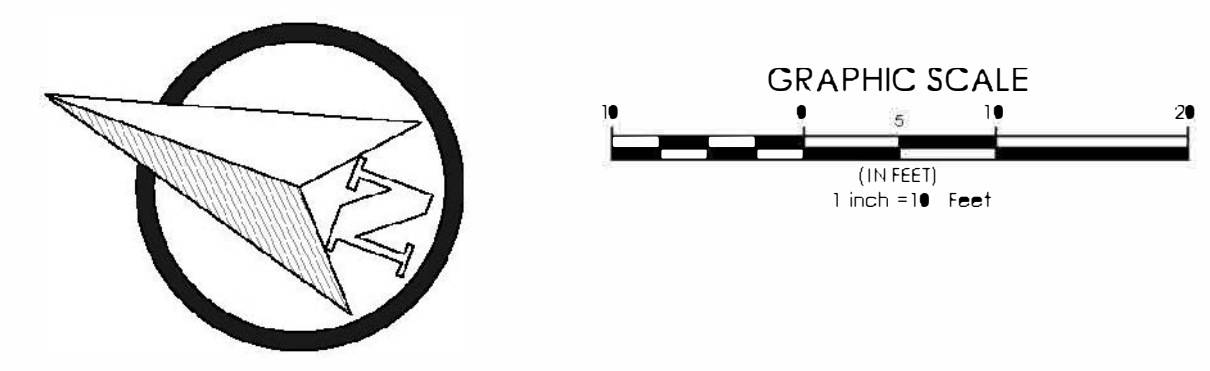


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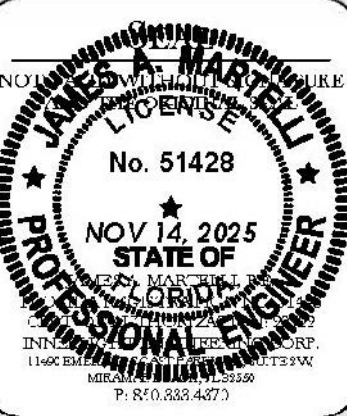
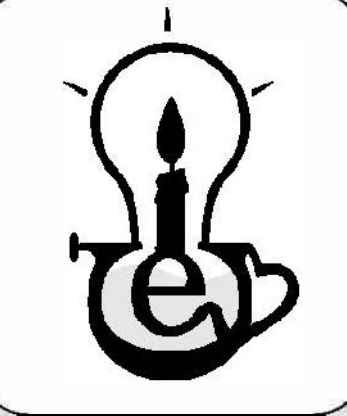


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 MIRAMAR BEACH | FLORIDA | 32550

NATUREWALK AT SEAGROVE BEACH
 STORMWATER MANAGEMENT FACILITY RESTORATION
 NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
 120 RICHARD JACKSON BOULEVARD, SUITE 220
 PANAMA CITY BEACH, FLORIDA, 32407

RECORD DATA

DATE:	11.14.2025
REV. NO.:	N/A
REV. DATE:	N/A
DRAWN BY:	CRP
REVIEWED BY:	JAM



SHEET TITLE
 SWMF 10 - RESTORATION

SHEET NUMBER
 C106

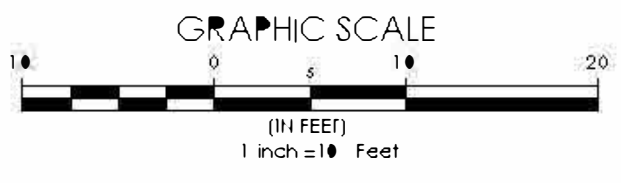
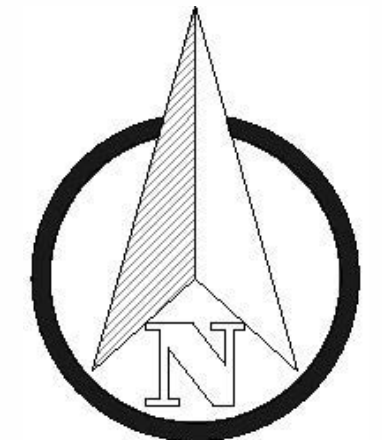
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SWMF 11 (CLEARING LIMITS):
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NATUREWALK AT SEAGROVE BEACH
 STORMWATER MANAGEMENT FACILITY RESTORATION
 NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
 120 RICHARD JACKSON BOULEVARD, SUITE 220
 PANAMA CITY BEACH, FLORIDA 32407

RECORD DATA
 DATE: 11.14.2025
 REV NO: N/A
 REV DATE: N/A
 DRAWN BY: CRP
 REVIEWED BY: JAM



SHEET TITLE
 SWMF 11 - RESTORATION

SHEET NUMBER
 C107

Tab 4



November Completed Services Nature Walk CDD

Chemical:

- Turf Weed Control: Nov 7th
- Bed Pre-Emergent Nov 10th

General Maintenance: Bi Weekly

- Nov 3rd
- Nov 17th

Flex Crew

- 6th, 7th, 10th, 11th, 12th, 13th, 17th, 18th, 20th, 24th, 25th, 26th,

Nature Walk Trail Maintenance

- Nov 18th
- Nov 25th

Focal Ponds

- Nov 4th

Irrigation Audit

- Nov 20th -21st
- Irrigation repair Nov 24th



December Anticipated Services 2025
Nature Walk CDD

General Maintenance: Weekly

- 12/01/2025
- 12/15/2025

Flex Crew

- 2nd,3rd,9th,10th,11th,16,17th,18,29th,30th

Trail Trimming

- 12/18/2025
- 12/19/2025

Pond Maintenance

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

Irrigation Audits-

- 12/17/2025
- 12/18/2025

Turf/Plant Applications

- 12/20/2025

Tab 5

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

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

November 25, 2025

Re: *NatureWalk Community Development District – Encroachment on CDD Property*

Dear Resident:

I serve as District Manager to the Nature Walk Community Development District (the “District”). The District’s Engineer was retained to review the boundary line which is occurring adjacent to the shoreline of the District’s stormwater pond located behind your home at [Insert Address]. Based upon the Engineer’s review, as well as the aeriels retrieved for the property, it was found that personal structures are impeding on CDD Property. This problem is a result of (Insert obstruction (landscape fencing etc). A copy of the District Engineer’s survey and/or pictures regarding this matter are attached for your information.

After consideration, the Board has determined that it will be necessary to take corrective action on the District’s property adjacent to the stormwater pond. Because of the sensitive nature of the stormwater pond repairs, and the surrounding area, the District will ensure that the appropriate repairs are made to the District’s property, by a contractor chosen by the Board with the assistance of its Engineer. Since the repairs will need to be made as a result of your residential property which has caused access issue, the Board has determined that the costs of this repair should be charged to you, as the homeowner if corrections are not completed by (insert date from board). The District Management has obtained a proposal for the work to be performed obstruction removal. Payment for this work (insert removal cost) must be made by you to the District within sixty (60) days of the date of this letter, or the Board will consider other remedies available under Florida law to recover the cost of damages and related fees.

Your prompt attention to this matter is appreciated. If you have questions regarding this determination by the District’s Board, please notify the District Manager at: sdeluna@rizzetta.com.

Very truly yours,

Stephanie DeLuna

Stephanie DeLuna
District Manager

Tab 6

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

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2025, by and between:

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

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

RECITALS

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

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

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

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

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

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

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

SECTION 2. DUTIES. The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Composite Exhibit A** hereto.

A. Contractor shall provide repair and replacement services, as described in **Composite Exhibit A**. (for clarity, Services to be performed do not include

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

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

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

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

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

- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all workmanship and installation services provided will be consistent with industry standards for the type of Services provided. Final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for deficient workmanship or installation services that are not consistent with industry standards for the type of Services provided.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.

 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

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

 - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for

property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, but shall in no event include consequential damages.

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 in due course promptly discharge any such claim or lien. In the event that the Contractor does not in due course promptly pay or satisfy such claim or lien, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

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

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

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

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

may have against the Contractor.

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

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

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

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

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

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

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

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

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

A. If to District: NatureWalk Community Development

District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to:

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

B. If to the Contractor:

Tightline Construction, Inc.
3601 E. 11th Street
Panama City, Florida 32401
Attn: _____

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

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

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

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Stephanie DeLunca ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida*

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

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

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

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

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

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

[Remainder of this page intentionally left blank]

**NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

By: _____
Its: _____

TIGHTLINE CONSTRUCTION, INC.

Witness

By: _____
Its: _____

Composite Exhibit A: Scope of Services

COMPOSITE EXHIBIT A

TIGHTLINE CONSTRUCTION, INC.

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

September 24, 2025

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

Attention: **James A. Martelli, P.E.**

Re: **Pervious Concrete Pavement**

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

Notes:

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

Item No.	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Pervious Concrete (River Oaks Lane)	3594	SF	\$18.55	\$66,668.70
2	Pervious Concrete (Chord Grass Way)	4427	SF	\$18.55	\$82,120.85
3	Ribbon Curb	N/A	LF	\$40.00	TBD
<i>This proposal is a unit price quote. Meaning the pricing is based on the cost per unit of each item provided. All quantities are approximate and may vary due to several factors.</i>					\$ 148,789.55

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

Sincerely,
Josey Nixon
Tightline Construction, Inc.

CONSTRUCTION PLANS FOR:
NATUREWALK AT SEAGROVE BEACH
 PAVEMENT REHABILITATION PROJECT
(RIVER OATS LANE)

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

VICINITY MAP

N.T.S



PROJECT DATA

PROJECT NAME:	NATUREWALK AT SEAGROVE BEACH
CLIENT NAME:	NATUREWALK COMMUNITY DEVELOPMENT DISTRICT (20 RICHARD JACKSON BLVD. SUITE 220) PANAMA CITY BEACH, FLORIDA 32407 CONTACT: MARIANA BOSTON / MARIANA@NATUREWALK.COM
PREPARED BY:	INTERLIGHT ENGINEERING CORPORATION 11490 EMERALD COAST PARKWAY, SUITE 200 MIRAMAR BEACH, FLORIDA 32550
ENGINEER OF RECORD:	AMANDA MARTELL, PE FLORIDA REG. NO. 51428 INTERLIGHT ENGINEERING CORPORATION 11490 EMERALD COAST PARKWAY, SUITE 200 MIRAMAR BEACH, FLORIDA 32550 850.424.8855

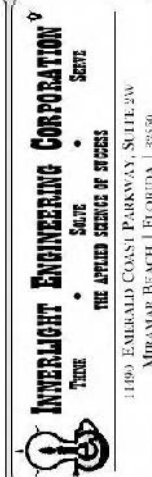
SHEET INDEX

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



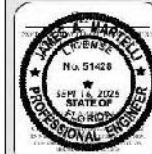
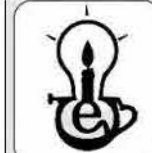
CONSTRUCTION NOTES

- CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS AT ALL TIMES ALONG WITHIN COUNTY RIGHT OF WAY.
- NO PAVING OR LANE ADJUSTMENTS SHALL OCCUR WITHIN PUBLIC RIGHT OF WAY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO STRUCTURES WITHIN THE PUBLIC RIGHT OF WAY AND SHALL REPAIR ANY DAMAGE CAUSED BY THE CONSTRUCTION ACTIVITIES TO THE PUBLIC RIGHT OF WAY AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL NOT RELOCATE ANY SIDEWALK OR JAILHOUSE PATH WITHIN THE COUNTY RIGHT OF WAY WITHOUT WRITTEN PERMISSION FROM THE WALTON COUNTY ENGINEER.
- CONTRACTOR SHALL MARK ALL CROSSINGS AND ALL USE PATH CROSSINGS TO LOCATE THEM AS A PEDESTRIAN PATHWAY AFTER THE FINAL ASPHALT IS IN PLACE.
- ALL SIGNING CAPING WITHIN THE COUNTY RIGHT OF WAY SHALL COMPLY WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
- NO TRUCKS SHALL BE ERECTED, PLACED, PARKED, PLAYED OR ALLOWED TO GROW IN SUCH A MANNER AS TO MATERIALLY IMPAIR VISION BETWEEN A HEIGHT OF TEN FEET AND TEN FEET ABOVE THE GRADE MEASURED AT THE CENTERLINE OF THE INTERSECTION FOR CLEAR VISION TRIANGLE.
- PARTY RESPONSIBLE FOR MAINTAINING CONSTRUCTION: NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
- PARTY RESPONSIBLE FOR SUBMITTING TO THE DISTRICT THE NOTICE OF CONSTRUCTION COMPLIANCE AND AS BUILT CERTIFICATE FOR PROJECT: NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
- MAINTENANCE ENTITY: NATUREWALK COMMUNITY DEVELOPMENT DISTRICT



NATUREWALK AT SEAGROVE BEACH
 PAVEMENT REHABILITATION PROJECT
 NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
 120 CHANDLER BLVD. SUITE 220
 PANAMA CITY BEACH, FLORIDA 32407

RECORD DATA
 DATE: 09.16.2025
 DRAWN BY: MIA
 REV. DATE: N/A
 DRAWN BY: J.P.P.
 REVIEWED BY: JAM

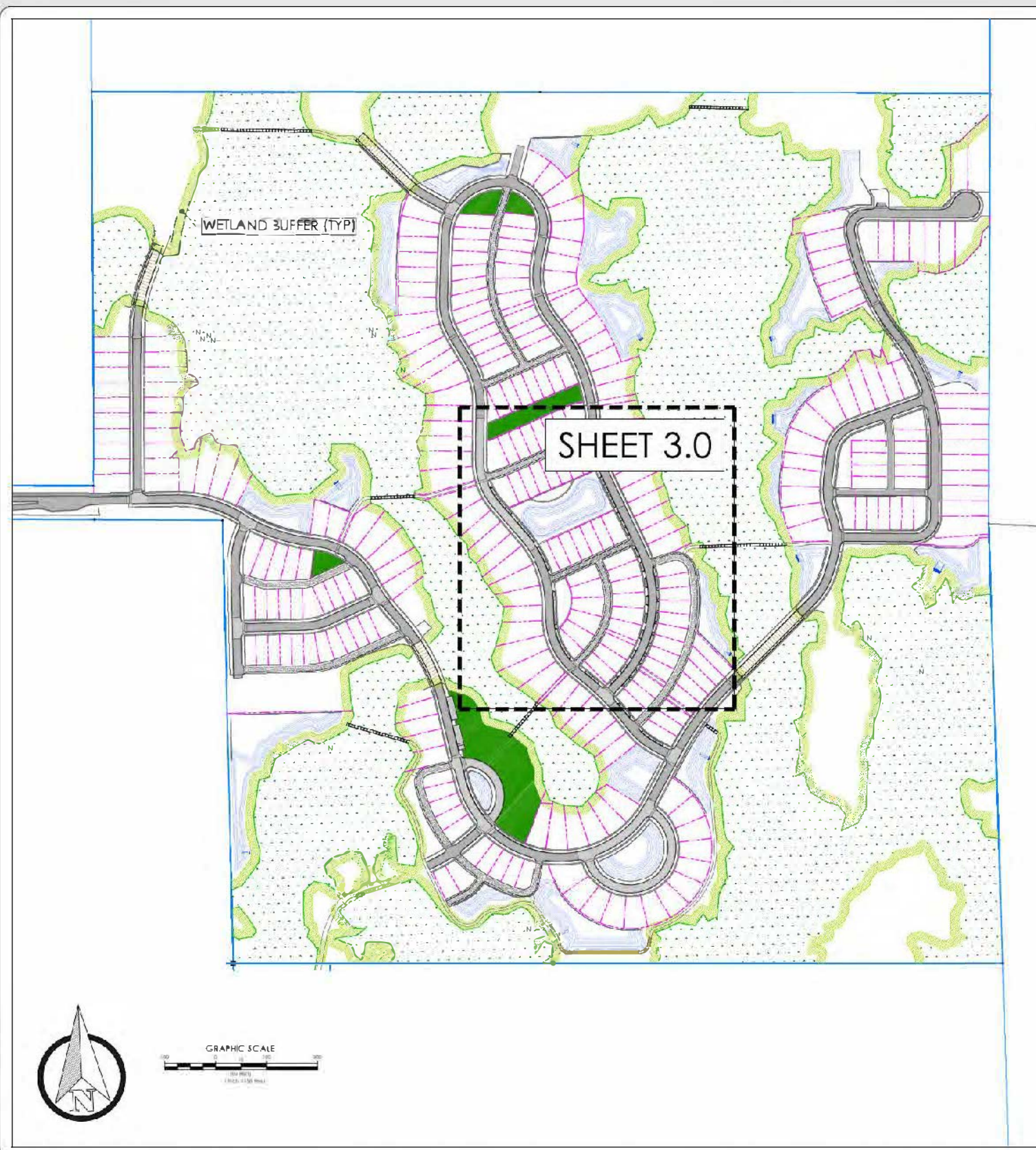


SHEET TITLE

COVER PAGE

SHEET NUMBER

1.0



GENERAL NOTES

1. THIS MAP IS AN SCHEMATIC DRAWING DEPICTING THE NATUREWALK AT SEAGROVE MASTER PLAN AND UNIMPROVED INFRASTRUCTURE ELEMENTS. IT IS PREPARED FROM VARIOUS SOURCES OF INFORMATION INCLUDING, BUT NOT LIMITED TO, VARIOUS NATUREWALK AT SEAGROVE FINAL PLANS AS RECORDED IN THE WADSWORTH COUNTY CLERK OF COURTS OFFICIAL RECORDS, SELECT CONSTRUCTION DOCUMENT SHEETS BY WATCHDOG/MACDONALD LATEST REVISION DATE 03/20/16, VARIOUS LIMITED SPECIFIC PURPOSE SURVEYS BY INVERLIGHT ENGINEERING CORPORATION (PHASE 2 AND 4) IN REPEAT AREAS, WADSWORTH COUNTY GIS ONLINE MAPS, HISTORICAL AERIALS AND OTHER VARIOUS SOURCES.
2. IN PREPARING THIS MAP THE MASTER PLAN HAS BEEN THOROUGHLY TRANSLATED TO FOLLOW AND BE BASED ON THE STATE PLANNING COORDINATE SYSTEM - FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83). PLEASE NOTE THAT NO GUARANTEE CAN BE MADE TO THE ACCURACY OF THE TRANSLATION SINCE THE DRAWING ELEMENTS ARE BOTH SURVEY GRADE AND SINCE THIS WAS COMPLETED AS A COURTESY WITH LIMITED SURVEY DATA AND NOT PART OF THE SURVEY DATA.
3. THIS MAP IS INTENDED TO INTERFERE WITH GRADE ACCURACY. THIS MAP MAY BE UPDATED FROM TIME TO TIME AS WARRANTED.
4. SINCE THIS MAP WAS PREPARED BY COMPILING MULTIPLE AND VARIOUS DOCUMENTS AND IS NOT AN AS-BUILT SURVEY, THERE MAY BE DISCREPANCIES BETWEEN WHAT IS DEPICTED HERE AND WHAT IS PHYSICALLY IN PLACE ON THE GROUND.
5. THIS MAP IS FOR PLANNING PURPOSES ONLY AND IS NOT INTENDED TO BE USED FOR DESIGN PURPOSES OR TO INFER OR IMPLY ANY CONSTRUCTION DIRECTIVE TO ANY ENTITY.
6. ANY QUANTITIES DERIVED FROM THIS MAP OR ASSOCIATED CAD BASE FILE SHOULD BE RECHECKED. NO WARRANTY OR GUARANTEE IS MADE OR SHALL BE IMPLIED ON THE ACCURACY OF THE DATA INCLUDED HEREIN.

INVERLIGHT ENGINEERING CORPORATION
 ENGINEERS
 11000 FUTURE COAST PARKWAY, SUITE 900
 MIRAMAR BEACH, FLORIDA 32550

NATUREWALK AT SEAGROVE BEACH
 PAVEMENT REHABILITATION PROJECT
 NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
 120 RICHARD JACKSON BOULEVARD, SUITE 200
 PANAMA CITY BEACH, FLORIDA 32407

RECORD DATA
 DATE: 09/16/2015
 HUB: N/A
 HUB: N/A
 DRAWN BY: CRP
 CHECKED BY: JAM



Support Title
 PAVEMENT REHABILITATION (KEY SHEET)

SHEET NUMBER
 2.0

Tab 7

SERVICES AGREEMENT

WORK AUTHORIZATION NO. 23 FENCE AND BULKHEAD REPAIRS

THIS WORK AUTHORIZATION ("Work Authorization") is presented according to the requirements of that certain *Bridge Wear Deck Replacement Boards Bridge Wear Deck Replacement Boards*, and is made and entered into this Thursday, September 4, 2025, by and between:

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Walton County, Florida ("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**.

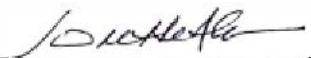
SECTION 2. COMPENSATION. Payment of compensation for the Services under this Work Authorization shall be based upon the Agreement and as set forth in **Exhibit A**.

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



Signature

By: Woodrow Virgin

Its: MGR

EXHIBITA

VIRGIN BROTHERS, LLC
PROJECT PROPOSAL

PROJECT NAME	START DATE
Fence and Bulkhead Repairs	
JOB LOCATION	EST. DATE OF COMPLETION
Ponds 16 and 17	

OWNER INFORMATION

Contact Name	
Contact Address	
Contact Email	Contact Number

SUBCONTRACTOR INFORMATION

Company Name	Contact Name
Virgin Brothers, LLC	Woodrow Virgin
Company Address	
526 Cosson Road, DeFuniak Springs, FL 32435	
Company Email	Company Number
woodvirgin@comcast.net	850-333-3547

SCOPE OF WORK

<p>POND 16:</p> <ul style="list-style-type: none"> • REPLACE 2 BULKHEAD BOARDS (2X10X16 MARINE GRADE). • REBUILD 36 LINEAR FEET OF FENCING. • 4X6 POSTS SPACED 6 FEET APART, 2X4 FRAMING, 2X6 TOP CAPS. • ALL PRESSURE TREATED WOOD. <p>POND 17:</p> <ul style="list-style-type: none"> • REPLACE 2 TOP CAPS (2X6X12 PRESSURE TREATED). • HAUL OFF ALL DEBRIS.
--

AGREEMENT TERMS

<ul style="list-style-type: none"> • 50% DEPOSIT. • NOT PAINTED OR STAINED.

TOTAL COST

\$3,217.50

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	Date
	11/12/25









WA #23 - Virgin Brothers - Fence and Bulkhead Repairs

Final Audit Report

2025-11-18

Created:	2025-11-13
By:	Christy Gargaro (cgargaro@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACA-JbcEE9XqNcMn04gUBJctV5d8CaoNL

"WA #23 - Virgin Brothers - Fence and Bulkhead Repairs" History

-  Document created by Christy Gargaro (cgargaro@rizzetta.com)
2025-11-13 - 6:37:40 PM GMT
-  Document emailed to W. Virgin (woodyvirgin@embarqmail.com) for signature
2025-11-13 - 6:37:48 PM GMT
-  Document emailed to J. Coram (jcoram@naturewalkcdd.org) for signature
2025-11-13 - 6:37:48 PM GMT
-  Document emailed to Stephanie DeLuna (sdeluna@rizzetta.com) for signature
2025-11-13 - 6:37:49 PM GMT
-  Email viewed by J. Coram (jcoram@naturewalkcdd.org)
2025-11-13 - 6:39:06 PM GMT
-  Signer J. Coram (jcoram@naturewalkcdd.org) entered name at signing as Jonette Coram
2025-11-13 - 6:39:48 PM GMT
-  Document e-signed by Jonette Coram (jcoram@naturewalkcdd.org)
Signature Date: 2025-11-13 - 6:39:50 PM GMT - Time Source: server
-  Email viewed by W. Virgin (woodyvirgin@embarqmail.com)
2025-11-13 - 8:04:04 PM GMT
-  Document e-signed by W. Virgin (woodyvirgin@embarqmail.com)
Signature Date: 2025-11-13 - 8:05:03 PM GMT - Time Source: server
-  Email viewed by Stephanie DeLuna (sdeluna@rizzetta.com)
2025-11-13 - 9:51:13 PM GMT

 Document e-signed by Stephanie DeLuna (sdeluna@rizzetta.com)

Signature Date: 2025-11-18 - 9:49:43 PM GMT - Time Source: server

 Agreement completed.

2025-11-18 - 9:49:43 PM GMT

Tab 8

ADDENDA NO. 2026-01 FOR ADDITIONAL WORK AUTHORIZATION

THIS WORK AUTHORIZATION (“Work Authorization”), dated November 18, 2025, authorizes additional work in accordance with the *Landscape Maintenance Agreement By and Between NatureWalk Community Development District and GreenEarth Southeast, LLC*, dated January 1, 2022 (“**Agreement**”), by and between:

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

GREENEARTH SOUTHEAST, LLC, a Florida limited liability company, whose address is 15167 Highway 331 Business, Suite B, Freeport, Florida 32439 (“**Contractor**”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits, Amendments, Addenda, Addendum, Change Order, or Work Authorizations thereto, Contractor shall repair irrigation, as set forth in Contractor’s Proposal, #100106 dated October 27, 2025, and attached hereto as **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (“**Additional Services**”).

SECTION 2. COMPENSATION. It is understood and agreed that the compensation for the Additional Services under this Work Authorization shall be charged at \$94.50 and shall be remitted in the manner set forth in the Agreement. The total compensation for the Additional Services shall not exceed the actual services and/or work rendered under this Work Authorization. It is understood and agreed upon that the compensation for the completion of the Additional Services is based upon all materials and labor required to perform such services. Prior to performing the Additional Service, Contractor shall provide a list of locations whereat the Additional Services will be performed to the District’s representative, who may require such additional documentation as deemed required by the Federal Emergency Management Agency.

SECTION 3. FINAL AGREEMENT. This Work Authorization, together with the Agreement, any Exhibits, Amendments and Work Authorizations thereto, represents the entire understanding between the District and the Contractor with regard to the Additional Services and supersedes any previously executed proposal or agreement related to the provision of such services.

SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined herein and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

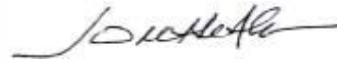
IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary




Chairperson, Board of Supervisors

WITNESS:

GREENEARTH SOUTHEAST, LLC

Witness



By: Mat Wenrich
It: _____

Exhibit A: Scope of Additional Services

Exhibit A



Property:

Nature Walk CDD

Santa Rosa Beach, FL 32459

Landscape Service Provider:

Green Earth Southeast, LLC.
15167 Highway 331 Business
Suite B.
Freeport, FL 32439

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

Nature Walk CDD

Santa Rosa Beach, FL 32459

WA# 26-01 CR 395 Fall/Winter Annuals

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

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

Work order scope:

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





Total: \$481.55

Plus Applicable Taxes

Your and Our Acceptance:

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

By _____

Matt Weinrich (GE)

Date 10/27/2025

Green Earth Southeast, LLC.

By _____

Date _____

Nature Walk CDD










2025-11-19- NatureWalk CDD Job #93766 for WA# 26-01 CR395 Fall-Winter Annuals


Final Audit Report

2025-11-24

Created:	2025-11-18
By:	Christy Gargaro (cgargaro@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVOXYFaxkf3tO7vp0d●MV6ae6x9fC●lp●

"2025-11-19- NatureWalk CDD Job #93766 for WA# 26-01 CR395 Fall-Winter Annuals" History

-  Document created by Christy Gargaro (cgargaro@rizzetta.com)
2025-11-18 - 12:51:50 PM GMT
-  Document emailed to J Coram (jcoram@naturewalkcdd.org) for signature
2025-11-18 - 12:51:56 PM GMT
-  Document emailed to M Weinrich (mweinrich@greeneearthse.com) for signature
2025-11-18 - 12:51:56 PM GMT
-  Document emailed to Stephanie DeLuna (sdeluna@rizzetta.com) for signature
2025-11-18 - 12:51:56 PM GMT
-  Email viewed by J Coram (jcoram@naturewalkcdd.org)
2025-11-18 - 12:57:56 PM GMT
-  Signer J Coram (jcoram@naturewalkcdd.org) entered name at signing as Jonette Coram
2025-11-18 - 12:59:36 PM GMT
-  Email viewed by Stephanie DeLuna (sdeluna@rizzetta.com)
2025-11-18 - 12:59:37 PM GMT
-  Document e-signed by Jonette Coram (jcoram@naturewalkcdd.org)
Signature Date: 2025-11-18 - 12:59:38 PM GMT - Time Source: server
-  Document e-signed by Stephanie DeLuna (sdeluna@rizzetta.com)
Signature Date: 2025-11-18 - 1:02:37 PM GMT - Time Source: server
-  Email viewed by M Weinrich (mweinrich@greeneearthse.com)
2025-11-18 - 1:21:47 PM GMT

 Email viewed by M Weinrich (mweinrich@greeneearthse.com)

2025-11-24 - 8:39:54 PM GMT

 Document e-signed by M Weinrich (mweinrich@greeneearthse.com)

Signature Date: 2025-11-24 - 8:40:33 PM GMT - Time Source: server

 Agreement completed.

2025-11-24 - 8:40:33 PM GMT

Tab 9

ADDENDA NO. 2026-02 FOR ADDITIONAL WORK AUTHORIZATION

THIS WORK AUTHORIZATION (“Work Authorization”), dated November 21, 2025, authorizes additional work in accordance with the *Landscape Maintenance Agreement By and Between NatureWalk Community Development District and GreenEarth Southeast, LLC*, dated January 1, 2022 (“**Agreement**”), by and between:

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

GREENEARTH SOUTHEAST, LLC, a Florida limited liability company, whose address is 15167 Highway 331 Business, Suite B, Freeport, Florida 32439 (“**Contractor**”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits, Amendments, Addenda, Addendum, Change Order, or Work Authorizations thereto, Contractor shall repair irrigation, as set forth in Contractor’s Proposal, #102236 dated November 20, 2025, and attached hereto as **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (“**Additional Services**”).

SECTION 2. COMPENSATION. It is understood and agreed that the compensation for the Additional Services under this Work Authorization shall be charged at \$94.50 and shall be remitted in the manner set forth in the Agreement. The total compensation for the Additional Services shall not exceed the actual services and/or work rendered under this Work Authorization. It is understood and agreed upon that the compensation for the completion of the Additional Services is based upon all materials and labor required to perform such services. Prior to performing the Additional Service, Contractor shall provide a list of locations whereat the Additional Services will be performed to the District’s representative, who may require such additional documentation as deemed required by the Federal Emergency Management Agency.

SECTION 3. FINAL AGREEMENT. This Work Authorization, together with the Agreement, any Exhibits, Amendments and Work Authorizations thereto, represents the entire understanding between the District and the Contractor with regard to the Additional Services and supersedes any previously executed proposal or agreement related to the provision of such services.

SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined herein and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

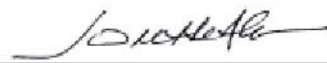
IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary



Chairperson, Board of Supervisors

WITNESS:

GREENEARTH SOUTHEAST, LLC

Witness

M. Weinrich
M. Weinrich (Nov 21, 2025 08:14:34 CST)

By: GREENEARTH
Its: _____

Exhibit A: Scope of Additional Services

Exhibit A



Property:

Nature Walk CDD
Santa Rosa Beach, FL 32459

Landscape Service Provider:

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

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

Nature Walk CDD
Santa Rosa Beach, FL 32459

Enhancement Proposal

Pricing Notice: All pricing is valid for 30 days from the date of issuance. Pricing is subject to change throughout the duration of the Project or Enhancement at the discretion of the company due to material escalation of product costs.

Irrigation Modifications: Any necessary modifications to existing irrigation systems are not included in this work order. Such modifications, if required, will be billed separately on a time-and-materials basis at our current irrigation labor rate.

Scope of Work: Repair mainline irrigation damage located on controller 2, Between 579 & 633 sandgrass blvd.

ITEM	QTY	UNIT PRICE	TOTAL PRICE
*Labor - Irrigation repair	7.74	\$81.00	\$626.94
Slipfix	1.00	\$255.40	\$255.40

Your and Our Acceptance:

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

By _____
Zach Brown(GE)
Date 11/20/2025
Green Earth Southeast, LLC.

By _____
Date _____
Nature Walk CDD

PROJECT MANUAL

Final Audit Report

2025-11-21

Created:	2025-11-21
By:	Christy Gargara (cgargara@rizzetta.com)
Status:	Signed
Transaction ID:	CB.CHBCAA0AA602GxH0Lha26ljsn7SSH05MFsTuk2c

"PROJECT MANUAL" History

-  Document created by Christy Gargara (cgargara@rizzetta.com)
2025-11-21 - 2:13:27 PM GMT
-  Document emailed to M. Weinrich (mweinrich@greeneearthse.com) for signature
2025-11-21 - 2:13:31 PM GMT
-  Document emailed to J. Caram (jcorarr@naturewalkcd.org) for signature
2025-11-21 - 2:13:31 PM GMT
-  Document emailed to Stephanie DeLuna (sdeluna@rizzetta.com) for signature
2025-11-21 - 2:13:31 PM GMT
-  Email viewed by M. Weinrich (mweinrich@greeneearthse.com)
2025-11-21 - 2:14:12 PM GMT
-  Document e-signed by M. Weinrich (mweinrich@greeneearthse.com)
Signature Date: 2025-11-21 - 2:14:34 PM GMT - Time Source: server
-  Email viewed by J. Caram (jcorarr@naturewalkcd.org)
2025-11-21 - 2:14:57 PM GMT
-  Signer J. Caram (jcorarr@naturewalkcd.org) entered name at signing as Jonette Caram
2025-11-21 - 2:17:22 PM GMT
-  Document e-signed by Jonette Caram (jcorarr@naturewalkcd.org)
Signature Date: 2025-11-21 - 2:17:24 PM GMT - Time Source: server
-  Email viewed by Stephanie DeLuna (sdeluna@rizzetta.com)
2025-11-21 - 11:05:57 PM GMT
-  Document e-signed by Stephanie DeLuna (sdeluna@rizzetta.com)
Signature Date: 2025-11-21 - 11:06:24 PM GMT - Time Source: server

✔ Agreement completed.

2025-11-21 - 11:06:24 PM GMT

Tab 10

Prepared by/Return to:

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
IMPROVEMENT & ENCROACHMENT AGREEMENT**

This Improvement Encroachment Agreement (the "Agreement"), is made and entered into this 24 day of NOV, 2025, by and between **NatureWalk Community Development District**, a special purpose local government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL 33614, (the "District"), and Kent Sutton & TINA SUTTON, whose address is 84 Salamander Circle Santa Rosa Beach FL 32457 together with their successors and assigns (the "Property Owner").

WITNESSETH:

WHEREAS, the District is the owner of property or public right-of-way located adjacent to Property Owner's property at 84 SALAMANDER CIRCLE, SANTA ROSA BEACH, FL 32457

(the "Lot"). A legal description of the Property Owner's Lot is attached as **Exhibit "A"**; and

WHEREAS, the Property Owner has requested permission from the District to install the following improvements adjacent to their Lot on District-owned property or right-of-way (the "License Area") in the following manner: Fence in backyard

(the "Improvements"); and

WHEREAS, the District wishes to allow the Property Owner to construct the Improvements, provided the Property Owner agrees to the terms and conditions contained in this Agreement; and

WHEREAS, the Property Owner agrees that they shall, at their sole cost and expense, comply with all of the terms and conditions provided for in this Agreement.

NOW, THEREFORE, the District, for and in consideration of mutual covenants and conditions contained herein, does hereby, pursuant to the terms and conditions of this Agreement, grant to the

Property Owner a nonexclusive license for the sole purpose of installing and maintaining the Improvements, subject to the following terms and conditions.

ARTICLE 1. INCORPORATION OF RECITALS. The Recitals set forth are true, correct and are incorporated herein by reference.

ARTICLE 2. LICENSE. Subject to the terms of this Agreement, the District hereby grants to the Property Owner a non-exclusive, revocable license for the sole purpose of accessing, operating and maintaining the Improvements within the License Area. Property Owner acknowledges that this Agreement authorizes only access, operation, and maintenance of the Improvements within the License Area and does not authorize any other encroachment. No legal title, easement, or other possessory interest in the License Area shall be deemed to be construed or created or vested in the Property Owner by any provision of this Agreement.

ARTICLE 3. TERM. This Agreement shall become effective upon the execution by both parties and may be recorded in the public records of Walton County, Florida. This Agreement, and the License granted herein, shall automatically terminate if installation of the Improvements is not completed within 90 days of the date written above. The District in its sole discretion may extend such period in writing, which authority may be exercised by the District's manager. Notwithstanding anything else provided herein, the District, in its sole discretion, shall have the right to revoke the License and/or terminate this Agreement without cause at any time.

ARTICLE 4. PROPERTY OWNER'S RESPONSIBILITIES. Property Owner shall have the following responsibilities as a condition of the District's authorization of Property Owner's License rights granted herein for the installation, operation and maintenance of the Improvements in the License Area. Specifically, Property Owner shall:

A. provide the District with written notice and photographs of the Improvements upon their completion, which notice shall be directed to the District's manager.

B. be fully responsible for the installation, access, operation and maintenance of the Improvements, including the continued operation, maintenance and repair of the Improvements, in good and working condition;

C. obtain any and all applicable permits and approvals relating to the Improvements including, but not limited to, any approvals by the Property Owner's property or homeowners' association pursuant to any applicable declaration of covenants, conditions and restrictions, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the installation of the Improvements;

D. ensure that the installation, operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, setback requirements and other applicable laws, rules, ordinances and codes;

E. ensure that the installation, operation and maintenance of the Improvements does not damage any property or improvements of the District, or any third party's property, and, in the

event of any such damage, Property Owner shall immediately repair the damage or compensate the District for such repairs to District property, at the District's option;

F. ensure that Property Owner's exercise of the privilege granted hereunder does not interfere with the District's rights to maintain its property and improvements and/or negatively impact the District's property or improvements, as determined in the District's sole discretion.

G. ensure that the District has free access to and from the its property and improvements, including allowing access over, across, under, or through the Improvements as necessary for the District to operate, maintain, and repair its property and improvements, as needed;

H. keep the License Area free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Property Owner's exercise of rights under this Agreement, and Property Owner shall immediately discharge any such claim or lien;

I. ensure the Improvements shall not endanger or interfere with persons traveling upon any public streets or sidewalks within the District. In the event that there is any damage or injuries as a result of the Improvements, the Property Owner agrees to promptly pay the District for any costs incurred because of those damages and/or injuries;

J. ensure that the Improvements shall not in any way conflict with any law, statute, ordinance, or governmental rule or regulations.

K. not modify or alter any control structures, drainage pipes, drainage facilities, or other improvements of the District without the prior written approval of the District;

L. at Property Owner's sole cost and expense, shall keep the Improvements in good repair and in a neat, orderly, and safe condition;

M. repair and maintain the Improvements, when necessary or desirable, as determined solely at the discretion of the District. The Property Owner shall be solely responsible for the costs of any repair or maintenance of the Improvements; and

N. in the event the District must maintain, repair and/or replace any utility and/or drainage facilities or construct new utility and/or drainage facilities or any other improvements, the Property Owner acknowledges and agrees that the Property Owner shall be solely responsible for the replacement or repair of any Improvements damaged or affected thereby. The Property Owner acknowledges and agrees that the District is not responsible for restoring the Improvements to the condition that existed before the District conducted the foregoing activities.

ARTICLE 5. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS. The privilege and permission granted herein is given to Property Owner as an accommodation and is revocable at any time. Property Owner acknowledges the legal interest of the District in the Property and agrees never to deny such interest or to interfere in any way with the District's use of the same.

Property Owner shall exercise the privilege granted herein at Property Owner's risk, and agrees that Property Owner shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Property Owner further acknowledges that, with adequate written notice, the District may remove all, or any portion of the Improvements, at Property Owner's expense, in order to repair or maintain any District-owned or -maintained facilities or improvements, and that the District is not obligated to re-install the Improvements to their original location and specification and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

ARTICLE 6. INDEMNIFICATION. Property Owner hereby agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Property Owner to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Property Owner as jointly liable parties; however, Property Owner shall indemnify the District for any and all percentage of fault attributable to Property Owner for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Property Owner further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

ARTICLE 7. INSURANCE. The Property Owner shall insure that during the construction and maintenance of the Improvements, all contractors and/or subcontractors, at their sole cost and expense, shall obtain and keep in full force and effect, a comprehensive, general liability insurance policy insuring against claims for personal injury, death or property damage occurring upon, in or about the License Area. The coverage and limits shall not be less than One Million Dollars (\$1,000,000.00), Each Occurrence, General Liability. The Property Owner shall ensure that the District is named as an additional insured within the policy prior to the commencement of any work. The Property Owner shall insure that the policy provides for at least thirty (30) days written notice from the Insurer to the District prior to termination or cancellation of the insurance policy provided for herein.

ARTICLE 8. RISK OF USE/PROPERTY OWNER RESPONSIBILITY. The Property Owner agrees and acknowledges that the Improvements shall be used at the sole risk and expense of the Property Owner, and that the District is expressly relieved of any responsibility for any damage or loss to the Property Owner or any other party resulting from such use.

ARTICLE 9. AMENDMENT. This Agreement may only be amended in writing by both parties.

ARTICLE 10. LICENSE AGREEMENT TO RUN WITH THE LAND. Upon execution, this Agreement shall be recorded in the Official Records in and for Walton County, Florida. This Agreement shall be and constitute covenants running with title to the Lot and shall be binding upon the Lot and Licensee's heirs, successor, transferees, legal representatives, and/or assigns.

ARTICLE 11. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties hereto, with respect to the subject matter contained herein, and supersedes all prior negotiations, understandings, representations or agreements, either written or oral.

ARTICLE 12. DISTRICT RESERVATION OF RIGHTS.

A. Nothing contained herein shall constitute a waiver by the District of its right to use the License Area.

B. The rights granted to Property Owner herein regarding the use of the License Area shall not conflict or interfere with the District's right to maintain, repair and/or replace any roadway utility, drainage facilities, or other District-owner or -maintained improvements within the License Area or the Lot.

ARTICLE 13. NOTICE. All notes, communications and consents required or permitted by this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, with Notice deemed to be given upon receipt, and sent to their addresses shown above.

ARTICLE 14. SEVERABILITY. If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be in existence.

ARTICLE 15. EVENTS OF DEFAULT. The Property Owner shall be in default under this Agreement if they default in the performance of or compliance with any of their respective obligations pursuant to the terms or provisions of this Agreement.

ARTICLE 16. EFFECT OF DEFAULT BY PROPERTY OWNER. If at any time an event of default shall occur and shall continue for a period of thirty (30) days after the District gives written notice of the event of default to the Property Owner, the District may terminate this Agreement and require the Property Owner to restore the License Area to its original condition prior to installation of the Improvements, at the Property Owner's sole cost and expense. If the Property Owner fails to restore the License Area to its original condition within the foregoing time period, the District may, but is not obligated, to restore the License Area to its original condition, and the Property Owner shall reimburse the District for the restoration costs.

ARTICLE 17. ENFORCEABILITY OF AGREEMENT. In the event that either the District or the Property Owner is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. This Agreement shall be governed by Florida law with venue in Walton County, Florida.

ARTICLE 18. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

ARTICLE 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 24 day of Nov, 2025.

WITNESSES:

Elizabeth Baradisa
Printed Name: Elizabeth Baradisa
Cody Bennett
Printed Name: Cody Bennett

PROPERTY OWNER

By: Kent Sutton
Printed Name: KENT J. SUTTON
By: Tina Sutton
Printed Name: Tina Sutton

STATE OF FLORIDA
COUNTY OF Walton

The foregoing instrument was acknowledged before me this 24th day of November, 2025 by Kent Sutton and Tina Sutton, who are both personally known to me or has produced proper identification.



DEREKK. PIERCE
Commission # HH 329441
Expires November 6, 2026

Derek K. Pierce

Notary Public
Derek K. Pierce
Printed/Typed Name of Notary

Commission No. 329441

VIRGIN BROTHERS, LLC
PROJECT PROPOSAL

PROJECT NAME	START DATE
SUTTON FENCE	
JOB LOCATION	EST. DATE OF COMPLETION
84 SALAMANDER CIRCLE	

OWNER INFORMATION

Contact Name	
Contact Address	
Contact Email	Contact Number

SUBCONTRACTOR INFORMATION

Company Name	Contact Name
Virgin Brothers, LLC	Woodrowe Virgin
Company Address	
526 Cosson Road, DeFuniak Springs, FL 32435	
Company Email	Company Number
woodyvirgin@embarqmail.com	850-333-3547

SCOPE OF WORK

BUILD FENCE APPROX 68 LINEAR FEET
4X6 POSTS SPACED 6 FEET APART GALVANIZED WIRE PANELING
2X4 PICTURE FRAMING W/ CROSS BRACE 2X6 TOP CAP
ALL NEW PRESSURE TREATED WOOD STAINLESS STEEL HARDWARE
4 GATES. POSITION OF GATES IS HIGHLIGHTED ON SURVEY.
THE LAST POST WILL BE 3 FEET AWAY FROM EXISTING
FENCE BY BULKHEADS

AGREEMENT TERMS

LAST FENCE POST ON EACH SIDE OF HOUSE WILL BE 3 FEET AWAY FROM EXISTING FENCE BY BULKHEADS THERE WILL BE A HINGED GATE ON EACH SIDE THAT CAN OPEN AND CLOSE TO ALLOW FOR MAINTENANCE / CONTAINING DOGS. NOTHING WILL BE CONNECTED OR ATTACHED TO EXISTING FENCE BY BULKHEADS. NOT PAINTED OR STAINED

50% DEPOSIT

TOTAL COST

\$ 3536.00

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	Date
	9/27/25

