Rizzetta & Company

NatureWalk
Community Development District

Board of Supervisors' Meeting
July 9, 2026

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

www.naturewalkcdd.org

Professionals in Community Management

NATUREWALK
COMMUNITY DEVELOPMENT DISTRICT AGENDA

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

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

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

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

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

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

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
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

July 6, 2026

REVISED AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on **Thursday, July 9, 2026, at 12:00 p.m. (CT)** at the **Walton Chamber of Commerce** located at **63 South Centre Trail, Santa Rosa Beach, FL 32459**. The following is the **final** agenda for the meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS IN AGENDA ITEMS**
3. **BUSINESS ADMINSTRATION**
   - A. Consideration of the Minutes of the Board of Supervisors' Meeting Held on Thursday, June 4, 2026 ..... Tab 1
   - B. Ratification of the Operations and Maintenance Expenditures for the Month(s) of May 2026 ..... Tab 2
4. **STAFF REPORTS**
   - A. District Engineer ..... Tab 3
     1. Lift Station #3 Control Panel Installation
     2. Pond # 28 DEP Update
     3. Phase 3 Outflow Repair
     4. Tightline Bridge 1 Asphalt Repair
     5. Discussion of Sitex Stormwater Pond Clearing & Green Earth Berm Maintenance
     6. NWFWMD Consumptive Use Permit Discussion
   - B. District Landscape Provider ..... Tab 4
     1. Presentation of Completed Monthly Service Reports for June & July 2026
     2. Weathermatic Smart Controllers Update
     3. Green Earth Contract Addendum for Berm Maintenance & Smart Controllers
     4. Discussion of the Rizzetta LIS RFP
     5. Work Authorizations WA# 26-08 through WA# 26-13 Updates
   - C. District Counsel
     1. Parcels Update
     2. Rules Related to Parking Enforcement Review
   - D. District Manager ..... Tab 5
     1. Presentation of the PBA Monthly Towing Report
     2. District Encroachment Notice Updates
     3. Homeowner Duck Complaint
   - E. District Chair
5. **BUSINESS ITEMS**
   - A. Discussion & Consideration of the Green Earth Contract ..... Tab 6
   - B. Discussion & Consideration of the Rizzetta DM Contract
   - C. Discussion & Consideration of the RadarSign Digital Speed Sign ..... Tab 7
6. **SUPERVISOR REQUESTS AND COMMENTS**

7. ADJOURNMENT

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

Very truly yours,

Stephanie DeLuna

Stephanie DeLuna
District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors (BOS) of NatureWalk Community Development District was held on **Thursday, June 4, 2026, at 12:00 p.m.** at the Walton Area Chamber of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, FL 32459.

Present and constituting a quorum:

Jonette Coram	**Board Supervisor, Chairman**
Danell Head	**Board Supervisor, Assistant Secretary**
Mike Duffey	**Board Supervisor, Assistant Secretary**

Also, present were:

Stephanie DeLuna	**District Manager, Rizzetta & Company, Inc.**
Jim Martelli	**District Engineer, Innerlight Engineering** *(via phone)*
Wesley Haber	**District Counsel, Kutak Rock** *(via phone)*
Spencer Gonzales	**LIS, Rizzetta & Company, Inc.** (via phone)
Bert Tony Smith	**Sitex Earth Works** *(via phone)*
Matt Weinrich	**Landscape Provider, GreenEarth**
Carlos Alladyce	**Landscape Provider, Green Earth**
Audience	Two audience members were present

FIRST ORDER OF BUSINESS CALL TO ORDER

Ms. DeLuna confirmed quorum and called the meeting to order at 12:02 PM.

SECOND ORDER OF BUSINESS AUDIENCE COMMENTS

The owners of 780 Sandgrass Blvd, Michael and Jenny Bryant, whose vehicle was towed on June 2, 2026, gave comment on the District towing policy and suggested that the *Rules Related to Parking Enforcement* be amended.

Their input will be forwarded to District Counsel for review on July 9, 2026, however, Mr. Haber noted Kutak Rock's current position that the existing policy language regarding landscape parking is adequate and defensible if challenged.

THIRD ORDER OF BUSINESS BUSINESS ADMINISTRATION

1. **Consideration of the Minutes of the BOS Meeting held on May 21, 2026**

Mr. Duffey questioned the motions made for the Landscape RFP and its funding. Clarification was provided that the BOS requested amendment of the RFP's language before

a Green Earth contract could be drafted. However, contract funding was approved so that the proposed FY2026-27 budget could be submitted to Walton County by its due date.

> On a motion by Ms. Head, seconded by Ms. Coram, with all in favor, the BOS approved the Minutes of the Board of Supervisors Meeting held on May 21, 2026 for NatureWalk Community Development District.

FOURTH ORDER OF BUSINESS STAFF REPORTS

A. District Engineer

1. Lift Station #3 Control Panel Installation Update

Mr. Martelli confirmed the equipment has an expected arrival date of July 7, 2026. Innerlight will help Pump & Process offload the control panel and coordinate its installation by Gulf Coast Electric.

2. Pond # 28 DEP Update

Innerlight exhibits are being drafted; an update will be provided on July 9, 2026.

3. Phase 3 Outflow Ground Radar Update

Innerlight is preparing construction drawings for the outflow retrofit.

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> On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the BOS ratified the ground radar survey by GRFA in the amount of $700.00, for NatureWalk Community Development District.

4. Presentation of Remaining Stormwater System Scopes of Work

Innerlight Scopes of Work for Ponds # 19, 20, 23, 24, 26, 27, 28, 29 are complete and were provided to Sitex so that a proposal could be presented to the BOS today.

Innerlight is developing a scope of work to resolve the outflow structure issue. Sitex will then provide a proposal to excavate the termination point of the pipe.

Mr. Martelli noted that when the outflow piping is cleared, it will have a dramatic effect on stormwater pond water levels and decomposition of vegetation will be visible for a period of time. The District will publicize the dates of this project via HOA email blast once the project dates so that residents are informed.

> On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the BOS approved vegetation clearing of stormwater ponds # 19, 20, 23, 24, 26, 27, 28, 29 by Sitex Earth Works in the amount of $54,140.00, for NatureWalk Community Development District.

5. Tightline Bridge 1 Asphalt Repair

Mr. Martelli confirmed that the Tightline scope of work is consistent with the original permitted specifications, however the compaction requirements were not specified in the proposal. Tightline has committed to meet the compaction requirement, but Mr. Martelli recommended that a third-party geotechnical testing company to verify the compaction and material. Tightline will coordinate the testing timeline with that vendor.

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Kutak Rock will prepare a contract, to be ratified on July 9, 2026. The project will be scheduled in late July or early August 2026, subject to vendor availability.

On a motion by Mr. Duffey, seconded by Ms. Head, with all in favor, the BOS approved the Tightline Construction Bridge 1 Asphalt Repair proposal in the amount of $8,253.00, for NatureWalk Community Development District.

On a motion by Ms. Coram, seconded by Mr. Duffey, with all in favor, the BOS approved asphalt compaction and materials testing in an amount Not-To-Exceed $2000.00, for NatureWalk Community Development District.

On a motion by Mr. Duffey, seconded by Ms. Head, with all in favor, the BOS authorized the Chair to move forward with the Tightline contract, for NatureWalk Community Development District.

Mr. Martelli confirmed that a permit for Conservation Area amendment is valid for five years, with the caveat that associated work is completed within that timeframe.

B. District Landscape Provider

1. Presentation of Monthly Reports for April & May 2026

All services were performed as scheduled. Green Earth treated the outside perimeter of the pickleball courts for mole crickets. Once it has been determined that the pests have been eliminated, the area will be reseeded.

2. Presentation of Anticipated Services for June 2026

Due to the recent rainy conditions, sod aeration may be done in June rather than summer's end to prevent fungus formation. Shrub pruning will begin on June 8, 2026.

3. Presentation of Enhancement Proposals

See business Item D for details.

4. Discussion of Green Earth-Rizzetta Landscape Contract Development

Ms. Coram stated that not all items requested during the May 21 BOS meeting are included in the revised RFP, specifically: the work authorization process, weekly drain clearing and a monthly property ride with a District representative.

The Board formally requested again that the LIS-Green Earth contract stipulate that work authorizations are required for all out-of-contract services such as landscape enhancements and irrigation repairs. Green Earth will include Work Authorization Numbers on its invoices to facilitate payment.

The District requires that Green Earth complete successful installation and implementation of five (5) Weathermatic smart controllers prior to the start of the new contract. This can be mandated via a contract addendum. The equipment has a 45-day ship and time is needed for install and system testing. Mr. Weinrich proposed that the addendum provide a 60-day timeframe. The entire irrigation system must be fully functional prior to the start date of the new contract.

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To account for smart controller installation and implementation, Ms. DeLuna recommended that the Green Earth contract be adopted on August 6, 2026 at the same time as the FY26-27 Budget.

The Board requested that Green Earth keep the stormwater pond berms string-trimmed and cut back until the new contract goes into effect. This provides benefit to both the District and Green Earth and may be done formally via an addendum to the existing landscape contract.

Mr. Weinrich confirmed that the ponds will be maintained at no charge to the District. Ms. Coram will provide a list of the ponds not cleared by Sitex that do not need to be addressed by Green Earth yet; this will change after vegetation clearing is done in July 2026.

5. Discussion of Green Earth Irrigation
   See Business Item E for details.
   1. Controller 1
   2. Controller 2
   3. Controller 3
   4. June Irrigation Audit Repairs

C. District Counsel

Counsel will draft an amendment to the existing Green Earth contract which states that pond bank maintenance will be performed for the next two months at no cost to the District as well as the Tightline Agreement detailed in Staff Report 4.A.5.

D. District Manager

1. Presentation of the PBA Towing Report

Ms. DeLuna noted that two letters were received regarding the last towing violation noted on the PBA Report, both from the residents who gave Audience Comments earlier today and who requested a response from the District within 15 days of receipt. The homeowners live at 780 Sandgrass Blvd, however the vehicle was parked behind 792 Sandgrass.

Ms. DeLuna stated that the homeowner at 792 Sandgrass Blvd contacted the District regarding damage to the irrigation system adjacent to his home caused by Waste Management. Green Earth has verified that the damaged lines are not CDD property. The homeowner should contact Waste Management for resolution of the issue.

2. District Encroachment Notice Update
   See Business Item B for details.

E. District Chair

Ms. Coram requested and received permission from the Board to install one bale of pine straw in an empty spot between two parking pads on the alley behind 792-818 Sandgrass via volunteer effort at no additional cost to the District; the material was available from the April 2026 SouthEast Straw project.

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FIFTH ORDER OF BUSINESS BUSINESS ITEMS

A. Ratification of Tract L Debt Settlement Agreement

Mr. Haber recommended that the Board ratify the settlement which was fully executed by all parties.

> On a motion by Ms. Head, seconded by Mr. Duffey, with all in favor, the BOS approved for NatureWalk Community Development District.

B. Discussion and Consideration of Improvement Encroachment Requests

Conditional approval was given for 351 FFL to install a white aluminum fence, staked by Innerlight per the District Engineer's plan, after the required $600 fee for engineering review and county recording costs has been received by the CDD and after the HOA ARC also gives approval for the project. The homeowner will need to resubmit an ARC application which shows the revised fence layout.

> On a motion by Ms. Head, seconded by Mr. Duffey, with all in favor, the BOS approved the Improvement Encroachment Request for 521 Flatwoods Forest Loop, contingent upon receipt of ARC Approval and Innerlight staking the fence location for the homeowner, only after the $600 check funds have cleared, for NatureWalk Community Development District.

C. Discussion & Consideration of the Green Earth Contract

Counsel will draft a contract addendum to the existing Green Earth contract that stipulates that stormwater berm maintenance will be performed until August 1, 2026.

Rizzetta LIS will revise the RFP with the changes requested in Staff Report B.4 for BOS consideration on July 9, 2026. A new Green Earth contract will then be drafted with a start date of August 1, 2026, contingent on the installation of Weathermatic smart controllers.

D. Discussion & Consideration of the Green Earth Enhancement Proposals

1. Prairie Pass Zoysia Installation

The condition of the existing Bermuda sod has deteriorated over time, exacerbated by a resident who has been tampering with the irrigation system to stop it from running during personal use of the greenspace. Supervisors were urged to report incidents of homeowners leaving sports equipment or hammocks on the area to the District Manager; per CDD policy, this is not allowed without permission from the BOS. Additional insurance may be required for certain equipment, such as bounce houses, etc. The project does include irrigation adjustments to ensure sod growth.

> On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board approved Green Earth WA# 26-08 Prairie Pass Zoysia, in the amount of $8,507.29, for NatureWalk Community Development District.

2. Pond #13 Plant Installation

The existing, declining plants at this stormwater pond are arranged in a zig-zag pattern. New ilex shrubs will be installed in a single line, positioned away from the fence to facilitate future repairs. The existing pine straw will be reused. The shrubs will be maintained to keep individual plants separated.

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A statement will be added to the District Work Authorization form that states Green Earth will ensure the new shrubs are adequately watered to ensure proper growth. A one-year warranty applies.

> On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board approved Green Earth WA# 26-09 Pond #13 Plant Installation in the amount of $4,068.42, for NatureWalk Community Development District.

3. Pond #15 Plant Installation

As with Pond #13, the existing plants are arranged in a zig-zag pattern. New shrubs will be installed in a single line, positioned away from the fence to facilitate repairs. The existing pine straw will be reused. The new line of shrubs will be maintained to keep the individual plant materials separate.

A statement will be added to the District Work Authorization form that states Green Earth will ensure the new shrubs are adequately watered to ensure proper growth. A one-year warranty applies.

> On a motion by Ms. Coram, seconded by Mr. Duffey, with all in favor, the Board approved Green Earth WA# 26-10 Pond #15 Plant Installation, in the amount of $3,860.64, for NatureWalk Community Development District.

4. Cinnamon Fern Plant Installation

This project is being considered as part of the District's five-year plan developed in 2023 to identify and strategically replace declining landscape materials. Green Earth will reuse the existing pine straw after the new ilex, muhly grass and additional palmettos are installed.

A statement will be added to the District Work Authorization form that states Green Earth will ensure the new plant materials are adequately watered to ensure proper growth. A one-year warranty applies.

> On a motion by Ms. Head, seconded by Mr. Duffey, with all in favor, the Board approved Green Earth WA# 26-11 Cinnamon Fern Plant Installation, in the amount of $12,521.26, for NatureWalk Community Development District.

5. Curb Strip Rock Installation

The proposal will be amended to stipulate that rock will continue along the curb strip towards streetlight # 108 and that the installation includes one application of glue to secure the rock in place.

Discussion ensued regarding rock choice without consensus. Green Earth will email additional options to the District Manager.

> On a motion by Mr. Duffey, seconded by Ms. Coram, with all in favor, the Board approved Green Earth WA# 26-12 Curb Strip Rock Installation with the changes noted, in the amount of $3,087.42, for NatureWalk Community Development District.

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6. Prairie Pass Cul-de-Sac Plant Installation

The proposal will be amended to stipulate that plant materials will continue around the corner towards streetlight # 108 with no change in price; irrigation is included if it is not already present.

A statement will be added to the District Work Authorization form that states Green Earth will ensure the new plant materials are adequately watered to ensure proper growth. A one-year warranty applies.

Mr. Weinrich will also determine if irrigation is present at the Prairie Pass Park adjacent to Tract H as the associated work authorization did include its installation.

> On a motion by Ms. Coram, seconded by Mr. Duffey, with all in favor, the Board approved Green Earth WA# 26-13 Prairie Pass Cul-de-Sac Plant Installation with the changes noted, in the amount of $2,058.22, for NatureWalk Community Development District.

E. Discussion & Consideration of the Green Earth Irrigation Reports & Repair Proposals

Ms. Coram asked if a wet check had been completed for the controller next to 10 Salamander Circle. Mr. Weinrich affirmed that it had and all irrigation is working. The irrigation tech is currently putting together a map which shows the location of all zone runs associated with this controller (#5). Once the map is received, the District Engineer will be asked to add it to the existing site drawings. Controller #5 and its zones will be included in all irrigation audits going forward.

Mr. Weinrich stated that the repair proposals provided are necessary to fulfill the requirements of the RFP, that the irrigation system is fully functional when the contract goes into effect, even though Green Earth is moving to Weathermatic smart irrigation controllers. He said there is existing wire damage that must be tracked and replaced for the upgrade; Controller #5 does not need additional repairs and is fully functional today.

> On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board approved Green Earth WA# 26-14 Irrigation Repairs in the amount of $2,954.27 for NatureWalk Community Development District.

Green Earth was reminded that their personnel (crews, technicians, managers) are prohibited from answering homeowner questions. Instead, all inquiries are to be sent to the District Manager for referral to the District Engineer, who is the subject matter expert on all infrastructure.

F. Discussion & Consideration of the Rizzetta District Management Contract

Rizzetta accepted the Board's amendment to the proposed FY26-27 District Management contract, which will be prepared for Board consideration on August 6, 2026.

> On a motion by Mr. Duffey, seconded by Ms. Head, with all in favor, the BOS approved the language revision for the Rizzetta Contract, for NatureWalk Community Development District.

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SIXTH ORDER OF BUSINESS **SUPERVISOR REQUESTS**

Ms. Head noted that the appearance of the directional sign at the corner of Prairie Pass and Sandgrass has not improved. Ms. DeLuna will contact HOAMCO to ask what the HOA's future plans are for the sign.

SEVENTH ORDER OF BUSINESS **ADJOURNMENT**

On a motion by Mr. Duffey, seconded by Ms. Head, with all in favor, the Board adjourned the meeting at 2:50 p.m., for NatureWalk Community Development District.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

DRAFT

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
May 2026
For Board Approval

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

The total items being presented: **$90,474.36**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2026 Through May 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description		Invoice Amount
CHELCO	20260528-1	33286250	Monthly Summary 04/26	$	1,945.19
GreenEarth Southeast, LLC	300262	233060	Landscape Install 05/26	$	2,545.63
GreenEarth Southeast, LLC	300262	233062	Landscape Install 05/26	$	502.54
GreenEarth Southeast, LLC	300262	233062	Landscape Install 05/26	$	502.54
GreenEarth Southeast, LLC	300262	234644	Landscape Maintenance 05/26	$	12,907.13
Innerlight Engineering Corporation	300267	22300067-000 - 5	Engineering Services 05/26	$	900.00
IPFS Corporation	20260504-1	GAA-D81103 Payment 7	GAA-D81103 Payment 7	$	4,621.14
Rizzetta & Company, Inc.	300261	INV0000109142	Accounting Service 05/26	$	5,573.51
Sitex Aquatics, LLC	300263	11079-b	Physical Removals - Pond 17,18,18a,22,25 05/26	$	26,429.00
Southeast Straw Co., Inc.	300258	47595	Pine Straw Installation 04/6	$	27,650.00
The Lake Doctors, Inc.	300259	2130610	Pond Maintenance 04/26	$	768.00
The Lake Doctors, Inc.	300268	2131223	Pond Maintenance 05/26	$	768.00
The Lake Doctors, Inc.	300264	2131645	Fountain Cleaning 05/26	$	184.00
USA TODAY Media Corp	300265	0007688773	Legal Advertising 0426	$	158.80

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2026 Through May 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Valley National Bank	20260526-1	043026CC 321	Street Sign Repair 04/26	$ 812.63
VGlobal Tech	300260	8489	ADA Website Maintenance 05/26	$ 300.00
Virgin Brothers LLC	300257	894870	Final Invoice for WA#28	$ 2,406.25
Wahoo Pools Group, Inc.	300266	20252364 040126	Pool Maintenance	$ 1,500.00
Report Total				**$ 90,474.36**

Tab 3

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 _____, 2026, by and between:

NatureWalk Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes,* being situated in Walton County, Florida, and whose mailing address is 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 the demolition and replacement of existing asphalt of approximately 13.1 square yards at the east approach of Bridge 1 within the District 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 demolition and replacement services, as described in **Composite Exhibit A**. Such Services include Contractor's confirmation that they can meet strength and density requirements described in **Composite Exhibit A.**

This Agreement includes an additional allowance of not-to-exceed $2,000.00 for appropriate geotechnical testing by a third-party geotechnical testing company to confirm specifications are met. Such third-party geotechnical testing company is subject to approval of the District's Engineer. Contractor shall coordinate the testing timeline with that third-party vendor. 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 a date as reasonably directed by the District's Engineer, Jim Martelli, and shall be completed as expeditiously as possible recognizing that time is of the essence upon commencement of the Services.

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

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

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

A. The District shall pay Contractor **$8,253.00** for the Services as identified in **Composite Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Services as they are completed. 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. This Agreement also includes an additional allowance of not-to-exceed **$2,000.00** for appropriate geotechnical testing by a third-party geotechnical testing company to confirm specifications are met. Contractor shall coordinate the testing timeline with that third-party vendor. Payment shall be made to such third-party geotechnical testing company directly by the District within forty-five (45) days of receipt of invoices for completed geotechnical testing.

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.

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

May 18, 2026
Innerlight Engineering Corporation
NatureWalk CDD
11490 Emerald Coast Parkway
Suite 2W Miramar Beach, Florida 32550

Attention: Jonette

Re: Asphalt Repair

We propose to furnish all labor, equipment, and materials necessary to remove and replace the existing damaged asphalt area referenced in the previous email. The damaged asphalt will be saw-cut as needed, removed, and properly hauled off-site. New base material will then be installed and compacted, followed by the placement of approximately a 2-inch lift of new asphalt.

Traffic control will be limited to one lane during the scheduled repair operations.

All permits, testing, and site access shall be provided by others.

Item No.	Item Description	~Qty	Unit	Unit Cost	Total Cost
1	Asphalt (Demo and Replace)	13.1	SY	$630.00	$8,253.00
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.					$8,253.00

Services include Contractor's confirmation that they can meet strength and density requirements listed below. This Agreement includes an additional allowance of not-to-exceed $2,000.00 for appropriate geotechnical testing by a third-party geotechnical testing company to confirm specifications are met. Contractor shall coordinate the testing timeline with that third-party vendor.

- Stabilized Subgrade with a LBR = / > 40 and Compacted to a minimum of 98% per AASHTO T-180.
- Graded Aggregate Base with a LBR =/> 100, Compacted to a minimum of 98% per AASHTO T-180.
- Bituminous Prime Coat between Base and Asphaltic Concrete Paving.

3.2. Stormwater Management Facility 5

Location:

Northeast of Stormwater Management Facility 4.

Date of Inspection:

December 19, 2025

March 30, 2026

General Condition:

[December 19, 2025]

Maintenance activities were observed to be incomplete and not fully consistent with the intended scope of work at the time of inspection.

[March 30, 2026]

Maintenance activities were found to be consistent with the intended scope of work. Berm and perimeter areas were observed to be accessible and generally free of excessive vegetation.

Maintenance Observation:

[December 19, 2025]

Vegetation clearing within berm and perimeter areas appeared incomplete, with remaining undergrowth and obstructive vegetation limiting full accessibility in certain areas.

[March 30, 2026]

Vegetation along berm and perimeter areas has been cleared to establish continuous maintenance access. Undergrowth, volunteer vegetation, and obstructive plant material appear to have been removed where necessary to support routine maintenance.

Residual vegetative debris from clearing activities was observed in multiple areas, indicating that cut material was not fully removed following mulching operations.

The emergency spillway was made accessible through vegetation clearing; however, cut vegetation and debris remained within portions of the rip-rap, potentially limiting full functionality and maintenance access.

No evidence of grading, excavation, or modification to berm geometry was observed, consistent with the maintenance-only scope of work.

Deficiencies:

Residual vegetative debris present along berm and perimeter areas following clearing operations. Accumulation of cut vegetation within the emergency spillway rip-rap.

Conclusion:

Work is partially complete; additional maintenance is recommended to address the items noted above and achieve consistency with the intended scope of work.

3.6. Stormwater Management Facility 12

Location:

Located southwest of the intersection of Sandgrass Boulevard and Salamander Circle.

Date of Inspection:

March 30, 2026

General Condition:

Maintenance activities were observed to be partially complete and not fully consistent with the intended scope of work at the time of inspection. Berm and perimeter areas were generally accessible; however, additional clearing appears necessary to establish continuous maintenance access throughout the facility.

Maintenance Observation:

Vegetation clearing activities have been performed throughout the facility, including efforts to expose key stormwater infrastructure components. The emergency spillway and outlet control structure were identified and made accessible.

The emergency spillway was observed to contain residual vegetative debris within portions of the rip-rap, which may limit full functionality and maintenance access. The outlet control structure remained partially obstructed by vegetation, and clearing efforts did not fully restore design flow conditions at the time of inspection.

Additional areas along the berm and perimeter appear to require further vegetation clearing to achieve continuous access for maintenance purposes.

Residual vegetative debris from clearing operations was observed within the pond, where cut material had accumulated in localized areas.

No evidence of grading, excavation, or modification to berm geometry was observed, consistent with the maintenance-only scope of work.

Deficiencies:

Residual vegetative debris was observed within portions of the emergency spillway rip-rap. Vegetation remains at the outlet control structure, limiting full functionality and preventing restoration of design flow conditions. Additional clearing is required in select berm and perimeter areas to establish continuous maintenance access. Accumulation of vegetative debris was observed within the pond in localized areas.

Conclusion:

Work is partially complete; additional maintenance is recommended to address the items noted above and achieve consistency with the intended scope of work.

3.9. Stormwater Management Facility 15

Location:

Located southeast of the intersection of Sandgrass Boulevard and Flatwoods Forest Loop.

Date of Inspection:

March 30, 2026

General Condition:

Maintenance activities were found to be generally consistent with the intended scope of work. Berm and perimeter areas were observed to be accessible; however, minor additional maintenance appears warranted to address residual debris.

Maintenance Observation:

Vegetation along berm and surrounding areas has been cleared to improve accessibility and support routine maintenance. Undergrowth, volunteer vegetation, and obstructive plant material appear to have been removed where necessary.

Residual vegetative debris from clearing activities was observed in select areas, indicating that cut material was not fully removed following maintenance operations.

The emergency spillway was observed to be accessible; however, vegetative debris remained within and around portions of the spillway, which may limit full functionality and maintenance access.

No evidence of grading, excavation, or modification to berm geometry was observed, consistent with the maintenance-only scope of work.

Deficiencies:

Residual vegetative debris was observed in select berm and perimeter areas following clearing activities. Vegetative debris remains within and around the emergency spillway.

Conclusion:

Work is partially complete; additional maintenance is recommended to address the items noted above and achieve consistency with the intended scope of work.

3.10. Stormwater Management Facility 16

Location:

Located east of Flatwoods Forest Loop along the eastern alleyway.

Date of Inspection:

March 30, 2026

General Condition:

Maintenance activities were found to be generally consistent with the intended scope of work. Berm and perimeter areas were observed to be accessible; however, additional maintenance is warranted to address residual debris and stabilization in select areas.

Maintenance Observation:

Vegetation along berm and surrounding areas has been cleared to improve accessibility and support routine maintenance operations. Undergrowth, volunteer vegetation, and obstructive plant material appear to have been removed where necessary.

Residual vegetative debris from clearing activities was observed throughout portions of the berm. In certain areas, the remaining material was not sufficiently processed or removed, resulting in uneven coverage.

Select areas along the berm were observed to have limited or no stabilization following clearing activities.

The emergency spillway was observed to be accessible; however, vegetative debris remained within portions of the spillway. Trash and miscellaneous debris were also observed near the outlet control structure.

No evidence of grading, excavation, or modification to berm geometry was observed, consistent with the maintenance-only scope of work.

Deficiencies:

Residual vegetative debris remains along portions of the berm following clearing activities. Additional stabilization is needed in select berm areas. Vegetative debris is present within the emergency spillway. Trash and miscellaneous debris were observed near the outlet control structure.

Conclusion:

Work is generally acceptable; however, additional maintenance is recommended to remove or properly process residual debris, address stabilization in select areas, and clear debris from the emergency spillway and outlet control structure.

3.11. Stormwater Management Facility 17

Location:

Located west of Flatwoods Forest Loop, behind adjacent residential lots.

Date of Inspection:

March 30, 2026

General Condition:

Maintenance activities were found to be generally consistent with the intended scope of work. Berm and perimeter areas were observed to be accessible; however, additional clearing and debris removal is warranted in select areas to fully support maintenance access.

Maintenance Observation:

Vegetation clearing activities have been performed throughout the facility to improve accessibility. Undergrowth and obstructive vegetation appear to have been removed in many areas; however, select portions of the berm retain moderate vegetation coverage.

The outlet control structure was observed to have limited accessibility due to vegetation remaining in place.

Residual vegetative debris, including larger unprocessed material, was observed along portions of the berm. In certain areas, additional processing or removal of this material appears necessary to achieve a more uniform and maintainable condition.

Trash and miscellaneous debris were observed in localized areas along the berm.

Vegetation within some berm areas appears to have been intentionally left in place; however, additional trimming may be warranted to improve accessibility and maintainability.

No evidence of grading, excavation, or modification to berm geometry was observed, consistent with the maintenance-only scope of work.

Deficiencies:

Vegetation remains in place at the outlet control structure, limiting accessibility. Residual vegetative debris, including larger unprocessed material, is present along portions of the berm. Trash and miscellaneous debris were observed in localized areas. Additional vegetation clearing is warranted in select berm areas to improve access and maintainability.

Conclusion:

Work is generally acceptable; however, additional maintenance is recommended to improve access to the outlet control structure, remove debris, and further trim vegetation in select areas.

3.13. Stormwater Management Facility 18A

Location:

Located east of Stormwater Management Facility 18.

Date of Inspection:

March 30, 2026

General Condition:

Maintenance activities were found to be generally consistent with the intended scope of work. Berm areas included within the field-approved limits were observed to be accessible; however, additional maintenance is warranted to address residual debris. Portions of the facility remain incomplete as part of the limited scope of work.

Maintenance Observation:

Limited vegetation clearing activities were approved and performed within select portions of the stormwater facility berm, excluding areas adjacent to residential properties. These limits were field determined prior to the issuance of scope of work drawings. Within the approved limits, vegetation has been cleared to improve accessibility and support routine maintenance.

Residual vegetative debris from clearing activities was observed throughout portions of the berm, indicating that cut material was not fully processed or removed.

The emergency spillway was observed to be accessible; however, vegetative debris remained within portions of the spillway.

Areas along the berm adjacent to residential properties were not included within the field-approved scope and will require preparation of scope of work drawings to define required clearing and trimming as part of a future effort.

No evidence of grading, excavation, or modification to berm geometry was observed, consistent with the maintenance-only scope of work.

Deficiencies:

Residual vegetative debris remains along portions of the berm following clearing activities. Vegetative debris was observed within the emergency spillway. Additional clearing and trimming is required along portions of the berm adjacent to the residential lots. This clearing will be defined in future scope of work plans.

Conclusion:

Work completed within the field-approved limits is generally acceptable; however, additional maintenance is recommended to remove residual debris and fully clear the emergency spillway. Remaining berm areas will require clearing and trimming during a subsequent effort, to be defined by future scope of work drawings.

3.17. Stormwater Management Facility 22

Location:

Located southwest of the intersection of Sandgrass Boulevard and Prairie Pass.

Date of Inspection:

March 30, 2026

General Condition:

Maintenance activities were found to be generally consistent with the intended scope of work. Berm and perimeter areas were observed to be accessible; however, minor additional vegetation removal is warranted in select areas.

Maintenance Observation:

Vegetation along berm and surrounding areas has been cleared to improve accessibility and support routine maintenance operations. Undergrowth, volunteer vegetation, and obstructive plant material appear to have been removed where necessary.

Minor areas of remaining vegetation were observed along portions of the berm, indicating that additional clearing may be required to achieve continuous maintenance access.

No evidence of grading, excavation, or modification to berm geometry was observed, consistent with the maintenance-only scope of work.

Deficiencies:

Minor vegetation remains in select berm areas and should be removed to establish continuous maintenance access.

Conclusion:

Work is generally acceptable; however, minor additional vegetation removal is recommended to fully achieve consistency with the intended scope of work.

3.20. Stormwater Management Facility 25

Location:

Located along the southeastern curve of Prairie Pass.

Date of Inspection:

March 30, 2026

General Condition:

Maintenance activities were found to be generally consistent with the intended scope of work. Berm and perimeter areas were observed to be accessible; however, additional maintenance is warranted to address residual debris and stabilization in select areas.

Maintenance Observation:

Vegetation along berm and surrounding areas has been cleared to improve accessibility and support routine maintenance operations. Undergrowth, volunteer vegetation, and obstructive plant material appear to have been removed where necessary.

Residual vegetative debris from clearing activities was observed along portions of the berm, including larger unprocessed material that was not sufficiently mulched or removed.

Select areas along the berm were observed to have limited or no stabilization following clearing activities.

No evidence of grading, excavation, or modification to berm geometry was observed, consistent with the maintenance-only scope of work.

Deficiencies:

Residual vegetative debris, including larger unprocessed material, remains along portions of the berm. Additional stabilization is required in select berm areas following clearing activities.

Conclusion:

Work is partially complete; additional maintenance is required to remove or further process residual debris and address stabilization in select areas.

INNERLIGHT ENGINEERING
a PAPE–DAWSON company

11490 Emerald Coast Parkway, Suite 2W
Miramar Beach, Florida 32550
Phone: 850.424.5855

July 2, 2026

Ms. Jonette Coram
Naturewalk Community Development District
3434 Colewell Avenue
Suite 200
Tampa, FL 33614

Re: Proposal for Professional Engineering Services
Naturewalk CDD – Consumptive Use Permit Renewal
Walton County, Florida

Dear Ms. Coram,

On behalf of Innerlight Engineering, please accept this proposal for the aforementioned property. The Specifics are presented below; the term **Consultant** represents Innerlight Engineering, LLC, the term **Client** refers to the Entity as provided in signature block below:

WHEREAS, the Client wishes to engage Consultant for the performance of Professional Engineering Services; and has determined that Consultant is qualified to serve as Consultant for the Client; and

WHEREAS, Client intends to employ Consultant to perform one or more of the following services as specified and contractually obligated through authorized requests in writing:

- Land Surveying
- Land Planning
- Civil Engineering
- General Transportation and Traffic Engineering
- General Consulting
- Entitlements and / or Permitting
- Technical Studies
- Construction Administration
- Construction Observation
- Miscellaneous Tasks Requested by Client and within the Expertise of Innerlight Engineering Corporation, it's Employees and / or Sub-Consultants

WHEREAS, Consultant shall serve as Client's professional representative in each service or project to which this Agreement applies and will give consultation and advice to Client during the performance of his services. **NOW, THEREFORE,** for and in consideration of the mutual covenants herein contained the acts and deeds to be performed by the parties, and the payments by the Client to the Consultant of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Basis of Scope and Understanding

The Owner requires professional engineering services to prepare, coordinate, and obtain renewal of its existing Consumptive Use Permit (CUP) issued by the Northwest Florida Water Management District (NWFWMD). The renewal will ensure the continued legal withdrawal of groundwater and/or surface water necessary to support the facility while demonstrating continued compliance with applicable District permitting criteria.

Our services will include review of the existing permit, evaluation of historical water use, preparation of supporting technical documentation, coordination with NWFWMD staff, response to requests for additional information (RAIs), and assistance through issuance of the renewed permit.

Scope of Services

Task 1: Project Initiation & Existing Permit Review $3,600

The scope of work is anticipated to include:

- Review of Existing Consumptive Use Permit
- Review Permit Conditions
- Review Authorized Withdrawal Quantities
- Review Existing Withdrawal Facilities
- Review Compliance History
- Review of Previous Technical Reports

Task 2: Data Collection & Water Use Evaluation $5,750

The scope of work will include efforts to collect and evaluate available relevant information anticipated to include the following:

- Data Collection
    - Monthly Pumping Records
    - Annual Water Use Summaries
    - Historical Meter Records
    - Production Well Information
    - Pump Capacities
    - Pump Operating Hours
    - Existing Water Conservation Measures
    - Existing Monitoring Wells
    - Groundwater Level Information
    - Irrigation Acreage
- Evaluation
    - Historical Demand Trends
    - Maximum Daily Demand
    - Average Daily Demand
    - Annual Average Withdrawals
    - Peak Month Withdrawals
    - Permit Utilization
    - Water Use Efficiency

Task 3: Technical Engineering Evaluation $7,500

The scope of work is anticipated to include efforts to prepare engineering analyses necessary to support permit renewal such as:

- Water Demand Projections
- Existing Source Capacity Evaluation
- Well Field Evaluation
- Pumping Capacity Review
- Source Redundancy Evaluation
- Water Conservation Evaluation
- Reasonable Beneficial Use Analysis
- Permit Compliance Evaluation

Task 4: Permit Renewal Application Preparation $6,250

The scope of work will include preparation of the NWFWMD Consumptive Use Permit Renewal Application. The specific scope of work is anticipated to include:

- NWFWMD Application Forms
- Technical Narratives
- Water Demand Calculations
- Water Conservation Documentation
- Engineering Exhibits
- Well Inventory
- Location Maps
- Facility Maps
- Withdrawal Point Mapping
- Supporting Figures
- Supporting Tables

Task 5: Agency Coordination $5,000

The scope of work will include necessary Agency coordination anticipated to include the following:

- Coordinate with NWFWMD Staff
- Attend One Pre-Application Meeting
- Respond to Requests for Additional Information (RAIs)
    - Assumes up to two rounds of RAI responses
- Prepare Supplemental Technical Information
- Prepare Revised Application Documents
- Telephone Conferences
- Agency Coordination Meetings

Task 6:	Permit Issuance Support	$2,000

The scope of Work is anticipated to include the following:

- Review Draft Permit
- Review Permit Conditions
- Review Monitoring Requirements
- Review Reporting Requirements
- Coordinate Owner Comments
- Assist with Final Permit Acceptance

ASSUMPTIONS AND LIMITATIONS

- No task other than specifically referenced above is included in this proposal.
- Owner will provide the following information as available:
    - Existing Permit Documents
    - Historical Pumping Records
    - Meter Data
    - Existing Engineering Reports
    - Previous Hydrogeologic Reports
    - Water Quality Data
    - Existing Monitoring Reports
    - Site Access
    - Application Fees
- Existing withdrawal facilities remain unchanged.
- No increase in permitted allocation is requested.
- No new production wells are proposed.
- Existing permit compliance has been maintained.
- Existing hydrogeologic information is sufficient to support renewal.
- Assumes irrigation demand / allowable withdrawal hydrologic modeling is not required or will be provided by the NWFWMD.
- Two rounds of NWFWMD comments or fewer.
- No administrative hearing or permit challenge.
    - No groundwater model updates are required.

Consultant does not control regulatory agency decisions and cannot guarantee approval of any application

If any of the above assumptions materially change, additional services may be required and will be authorized separately.

COMPENSATION

It is understood and agreed that the payment of compensation for services under this contract shall be based upon the Professional Services Agreement and the following:

A. Lump Sum – The Client agrees to compensate Consultant for services rendered in connection with the Scope of Work outlined above on a lump sum basis individually as outlined in the Tasks above. With monthly progress billings based on the Consultant's estimate of the percent complete.

B. ~~Hourly Personnel Rates – The Client agrees to compensate Consultant for services according to the Exhibit B - Hourly Rate Table.~~ Not Applicable

C. A Retainer in the amount of $ 0 will be due upon authorization to proceed and will be applied to the final invoice for services.

REIMBURSABLE EXPENSES

It is understood and agreed that the payment of compensation for Reimbursable Expenses under this contract shall be based upon the executed Professional Services Agreement. Reimbursable expenses consist of actual expenditures made by the Consultant, its employees, or its consultants in the interest of the Client for the incidental expenses such as expenses of reprographics, postage and handling, courier service, and any other such direct expenses. All direct expenses will be calculated to include a twenty percent (10%) multiplier.

The attached Terms and Conditions set out as Exhibit A are incorporated into this Proposal by reference and become part of the agreement between the Client and Consultant by execution of this document. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed document to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

INNERLIGHT ENGINEERING, LLC
"Consultant"

X_____

Authorized Signature

By: James A. Martelli, PE

Its: Vice President, Land Development

Date: July 2, 2026

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
"Client"

X_____

Authorized Signature

By: (Print Name): _____

Its: _____

Date: _____

EXHIBIT 'A'

Pape-Dawson Consulting Engineers, LLC

RE: Naturewalk CDD – Consumptive Use Permit Renewal (the "Project")

TERMS AND CONDITIONS

Pape-Dawson Consulting Engineers, LLC, hereinafter referred to as "Consultant", has agreed to provide Professional Services to Naturewalk Community Development District, hereinafter referred to as "Client," pursuant to the terms set out in a "Proposal Letter Agreement - Scope of Services and Compensation" (the "Proposal") executed by Client and these Terms and Conditions.

ARTICLE 1: SERVICES

Consultant agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement.

ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Consultant shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

ARTICLE 3: CHANGES

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to services to be performed for this Project. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Consultant is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Consultant's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should commencement of the individual tasks or services set out in the Proposal not be initiated within three (3) months of the date of execution of the Proposal by Client, Consultant reserves the right to revise the costs, fees, and scope of work for the tasks or services not yet initiated.

3.5 If after the commencement of work, Consultant's performance of the individual tasks or services is suspended at the instruction of client for a period of three (3) cumulative months, Consultant may at its sole discretion submit to client an invoice for all tasks and services performed prior to suspension, and Client shall pay that invoice within thirty (30) days after receipt. If Client fails to pay the invoice in full within thirty (30) days, Consultant may terminate this Agreement in accordance with the provisions of Article 7.1 herein.

ARTICLE 4: THE TERM

4.1 Term. Consultant shall be retained by Client as of the date Client executes the Proposal, Consultant shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Consultant's Services are terminated under provisions of the Agreement.

ARTICLE 5: DUTIES

5.1 Access. Client will provide Consultant with access to the Property or to any other site as required by Consultant for performance of the Services.

5.2 Client furnished Data. Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Consultant's submissions, and give prompt written notice to Consultant whenever he observes or otherwise becomes aware of any defect in the work; and provide any recordings, transcripts, notes, and/or minutes taken during any meetings between Client and Consultant upon request, inclusive of any artificial intelligence-generated documents. If either Client or Consultant intend to record a meeting, the recording party must first notify the other party that the meeting will be recorded, so that the other party may request any such recording or other work product created from the recording.

Client shall also do the following and pay all costs incident thereto: Furnish to Consultant core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Consultant, all of which Consultant may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 Other Information. Consultant will rely upon commonly used sources of data, including database searches and agency contacts. Consultant does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Indemnity.** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless for damages and losses arising from the negligent acts, errors or omissions of the Consultant in the performance of the professional services under this Agreement, to the extent that the Consultant is responsible for such damages and losses on a comparative basis of fault and responsibility between the Consultant and the Client. The Consultant is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, Consultant shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Consultant or any of its subcontractors. To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

5.5 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Consultant, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments or service without the written permission of the Consultant will be at the Client's sole risk. Client agrees to indemnify the Consultant, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

5.6 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Consultant from providing any notices or reports that it may be required by law to give to governmental entities.

5.7 **Laboratory Services.** In performing environmental services, Consultant may make use of an independent testing laboratory. Consultant will not, and Client shall not rely upon Consultant to, check the quality or accuracy of the testing laboratory's services.

5.8 **Changed Conditions.** The Client shall rely on the Consultant's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant, including but not limited to suspension of Consultant's work as set out in Article 3.5 herein. Should Consultant call for contract renegotiation due to such changed conditions, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.9 **Opinions of Cost.** Should Consultant provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Consultant and are merely opinions. Consultant does not warrant that actual costs will not vary from those opinions because, among other things, Consultant has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the basic services, the Consultant shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Consultant does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

5.11 **Subconsultants.** Consultant may employ such Subconsultants as Consultant deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.t.

ARTICLE 6: COMPENSATION OF SERVICES

6.1 **Compensation of Services.** Consultant's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

Compensation. Client agrees to pay Consultant for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Consultant reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Consultant shall notify Client of any hourly billing rate adjustments when they go into effect.

Payments. Consultant will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Consultant at the address or ACH noted in the monthly invoice, the full amount of each such invoice upon receipt. In no event shall Consultant's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 **Sales and Use Tax.** Any State, City and MTA Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Consultant the applicable Sales Tax on services and said tax is not considered a part of Consultant's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Consultant within thirty (30) days after the invoice date, Consultant may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Consultant under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Consultants' invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Consultant all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due..

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination**. This Agreement may be terminated without cause at any time prior to completion of Consultant's services, either by Client or by Consultant, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Consultant shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Consultant has failed or refused to prosecute the work efficiently, promptly or with diligence, the Consultant shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 **Compensation in Event of Termination**. On termination, by either Client or Consultant, Client shall pay Consultant with respect to all contracted services rendered and expenses incurred before termination an amount fixed by applying the Consultant's Standard Hourly Rates, in force at the

time of termination, to all services performed to date, in addition to termination settlement costs the Consultant reasonably incurs relating to commitments which had become firm before the termination.

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ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 Independent Contractor: It is understood that the relationship of Consultant to Client shall be that of an independent contractor. Neither Consultant nor employees of Consultant shall be deemed to be employees of Client.

ARTICLE 9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. To the fullest extent permitted by law, the total liability of Consultant and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Consultant's total fee. In no event will Consultant, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 No Certification. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee, or warrant the existence of conditions whose existence Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with Consultant or payments of any amount due to Consultant in any way contingent upon Consultant's signing any such certification.

9.3 Execution of Documents. The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Consultant, increase the Consultant's risk or the availability or cost of its professional or general liability insurance.

9.4 No Supervision of Contractors. Consultant shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

9.5 PURSUANT TO FLA.STAT.ANN. § 558.0035, AN INDIVIDUAL EMPLOYEE, CONSULTANT OR DESIGN PROFESSIONAL PERFORMING PROFESSIONAL SERVICES OR AGENT MAY NOT BE HELD INIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 10: MISCELLANEOUS

10.1 Entire Agreement. The Agreement (including any exhibits) contains the entire agreement between Consultant and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10.3 Venue. Venue of any action under the Agreement shall be exclusively in the Florida County court where the Services are performed.

10.4 Severability. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 Construction of Agreement. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 Successor and Assigns: Third Party Beneficiary. The Agreement

shall be binding upon Consultant, Client and their respective legal representatives, successors and permitted assigns. Neither Consultant nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Consultant's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Consultant gives Client prior and specific written approval.

10.7 Dispute Resolution. Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.8 Mediation: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9 No Warranty. Consultant makes no warranty, either expressed or implied, as to Consultant's findings, recommendations, plans, specifications, or professional advice. Consultant has endeavored to perform its services in accordance with generally accepted standards of practice by recognized professional firms in performing services of a similar nature in

the same locality, under similar circumstances. Client recognizes that neither Consultant nor any of Consultant's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.10 Survival of Provisions. Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Consultant and of Client which would otherwise Survive termination of the Services.

10.11 NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years thereafter, neither Client, nor its affiliates, nor any of their respective employees, agents, owners, officers, members, shareholders, or directors ("Client Entities") shall directly, or indirectly through another person or entity: (i) induce or attempt to induce any employee, agent, owner, officer, member, shareholder, director, client, customer, vendor or supplier, or other business relation of Consultant ("Business Relation") to leave the employ of, or terminate its contract, affiliation, or other business relationship with Consultant, (ii) hire or recruit away any Business Relation of Consultant, within two (2) years after such person ceased to be affiliated with Consultant, (iii) induce or attempt to induce any Business Relation of Company to cease doing business with Consultant or its other Business Relations, or (iv) otherwise interfere with, sabotage, or otherwise undermine any of the foregoing relationships.

Tab 4

June *Completed* Services 2026

Nature Walk CDD

General Maintenance: Spring/Summer

- 06/02/2026
- 06/09/2026
- 06/16/2026
- 06/23/2026
- 06/30/2026

Flex Crew

- 4th, 5th, 10th,11th, 17th 18th, 19th, 18th,24th, 25th, 26th

Trail Trimming

- 06/30/2026
- 06/29/2026

Pond Maintenance

- 06/092026
- 05/18/2026

Irrigation Audits-Repair

- 06/01/2026
- 06/02/2026

Turf/Plant Applications

- 06/10/2026

Green Earth

July *Anticipated* Services 2026

Nature Walk CDD

General Maintenance: Spring/Summer

- 07/07/2026
- 07/14/2026
- 07/21//2026
- 07//28/2026

Flex Crew

- 6th, 8th,9th, 13th,15th,16th,20th,22nd,23rd,27th, 29th,

Trail Trimming

- 07/22/2026
- 07/23/2026

Pond Maintenance/Berms *(Berms to be maintained on interim basis until Rizzetta contract is ratified)*

- 07//08/2026
- 07/09/2026
- 07/15/2026

Irrigation Audits-Repair

- 07/06/2026
- 07/07/2026

Turf/Plant Applications

- 07/22//2026

NatureWalk

THIRD ADDENDUM TO LANDSCAPE MAINTENANCE AGREEMENT

THIS THIRD ADDENDUM ("Third Addendum") is made and entered into this _____ day of _____ 2026, by and between:

NatureWalk Community Development District, a special-purpose unit of local government established and existing pursuant to Chapter 190, *Florida Statutes,* and the laws of the State of Florida, whose physical address is 120 Richard Jackson Blvd, Panama City Beach, Florida 32407 with a mailing address of 3434 Colwell Ave., Suite 200, Tampa, FL 33614 ("District"); and

GreenEarth Southeast, LLC, a Florida limited liability company, whose address is 15167 Highway 331 Business, Suite B, Freeport, Florida 32439 ("Contractor" and, together with the District, "Parties").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Walton County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District and Contractor entered into that certain *Landscape Maintenance Agreement by and Between Naturewalk Community Development District and GreenEarth Southeast, LLC,* dated January 1, 2022 as amended by that certain *January 1, 2023 Addendum to Landscape Maintenance Agreement by and Between Naturewalk Community Development District and GreenEarth Southeast LLC*, dated December 20, 2022, and that certain *February 7, 2024 Addendum to Landscape Maintenance Agreement by and Between Naturewalk Community Development District and Greenearth Southeast, LLC* (together, the "Maintenance Agreement"); and

WHEREAS, Section 20 of the Maintenance Agreement provides that it may be amended by an instrument in writing executed by both Parties; and

WHEREAS, the District and Contractor now desire to amend the Maintenance Agreement to amend and clarify the scope of services; and

WHEREAS, the District and Contractor each have the requisite authority to execute this Third Addendum and to perform its obligations and duties hereunder, and each of the Parties has satisfied all conditions precedent to the execution of this Third Addendum so that this Third Addendum constitutes a legal and binding obligation of each of the Parties hereto.

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

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

2. AFFIRMATION OF THE AGREEMENT. The District and Contractor agree that nothing contained herein shall alter or amend the Parties' rights and obligations under the Maintenance Agreement, except to the extent set forth in Section 3 of this Third Addendum. The Maintenance

Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. To the extent any of the provisions of this Third Addendum conflict with the provisions of the Maintenance Agreement, this Third Addendum shall control.

3. **AMENDMENTS.** Pursuant to Section 20 of the Maintenance Agreement, the District and Contractor agree to amend the Maintenance Agreement in accordance with the following terms:

A. The "Landscape Maintenance Services" provided by Contractor include Contractor's agreement to provide additional services consisting of the maintenance of the areas around and to the water's edge of stormwater ponds 4, 7, 10, 11, 13, 14, 19, 20, 21. Flex crews should treat weeds, string-trim encroaching plant materials and keep shrubs cut back from the pond berms. Such additional maintenance is to be provided under the Parties' existing Maintenance Agreement until an anticipated new maintenance agreement between the Parties goes into effect. Additional detail concerning such pond bank maintenance as such is expected to be carried forward pursuant to the parties anticipated new maintenance agreement is provided in Exhibit A.

B. The "Landscape Maintenance Services" provided by Contractor include Contractor's agreement to provide additional services consisting of Contractor supplying, furnishing, installing and maintaining five (5) Weather Matic Irrigation Controllers. These controls will be warranted and monitored by Contractor under the Parties' anticipated new maintenance agreement. Installation of such controllers is viewed by the District as a condition to entering the Parties' anticipated new maintenance agreement and failure to provide such installation may result in termination of the existing Maintenance Agreement and refusal of the District to enter the anticipated new maintenance agreement between the Parties.

4. **EFFECTIVE DATE.** This Third Addendum shall be effective upon execution.

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

ATTEST:	**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chairperson, Board of Supervisors
Witness:	**GREENEARTH SOUTHEAST, LLC**
_____	_____
Print Name: _____	By: _____
	Its: _____

EXHIBIT A

1A) POND MAINTENANCE - All ponds identified as such on the overall NatureWalk Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at water's edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is maintained. Pond banks will be trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the pond bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge, increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall keep trimmings from entering water. Excessive clippings shall be hand removed. Blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event. Tree and shrub care requirements outlined herein shall equally apply to all pond areas, including but not limited to pruning, clearance, sucker removal, and moss management within and around pond banks and edges.

Tab 5

NatureWalk at Seagrove

Parking Enforcement Activity Report

June 1 - June 26, 2026

Prepared by PBA Towing LLC

06/02 - Landscape Parking

06/02 - Landscape Parking

06/04 - Street Parking

06/04 - Landscape Parking

06/04 - Landscape Parking

06/06 – Landscape Parking

06/08 – Commercial Vehicle

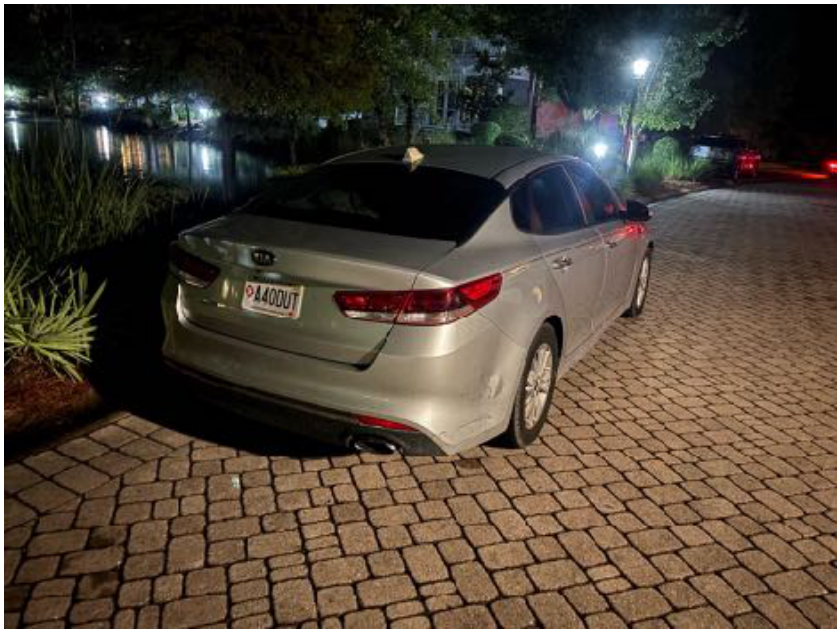
06/09 - Street Parking

06/12 - Street Parking

06/13 - Landscape Parking

06/16 - Trailer Parking

06/19 – Street Parking



06/19 – After Hours Pool Parking

06/19 – Landscape Parking

06/20 - Commercial Vehicle

06/20 - Commercial Vehicle

06/20 - Street Parking

06/21 - Street Parking

Tab 6

PROJECT MANUAL

FOR

LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

NATUREWALK
COMMUNITY DEVELOPMENT DISTRICT

RIZZETTA & COMPANY

April 2026

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: GreenEarth Southeast LLC /_/ A Partnership
[Company Name] /_/ A Corporation
/_/ A Subsidiary Corporation

2. Parent Company Name: American Landscaping Partners

3. Parent Company Address:

Street Address 278 Franklin Rd

P.O. Box (if any) Suite 190

City Brentwood State Tennessee Zip Code 37027

Telephone (615) 398 0725 Fax no. _____

1st Contact Name Sid Sexton Title VP of Operations South

2nd Contact Name Eli Brenlove Title Chief Operating Officer

4. Proposer Company Address (if different):

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

5. List the location of the office from which the proposer would provide services to NatureWalk CDD.

Street Address 15167 Hwy 331 Business

City Freeport State FL Zip Code 32439

Telephone (850) 267 0010 Fax No. _____

1st Contract Name Matt Weinrich Title General Manager

6. Is the Proposer incorporated in the State of Florida? Yes ◉ No ○

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ◉ No ○

  If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated? _____
- Is the company in good standing with the State? Yes ○ No ○

  If no, please explain _____

- Date incorporated _____ Charter No. _____
- Is the Proposer's company authorized to do business in the State of Florida? Yes ◉ No ○

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes ◉ No ○

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(23) $2,654,354, (24) $4,263,040, (25) $4,167,414.

9. What are the Proposer's current insurance limits?

General Liability	$ 1,000,000
Automobile Liability	$ 1,000,000
Umbrella Coverage	$ 5,000,000
Workers Compensation	$ 1,000,000
Expiration Date	02/12/2027

10. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes ◯ No ◉ If so, state the name(s) of the company (ies)_____

_____

The state(s) where barred or suspended _____
State the period(s) of debarment or suspension _____

_____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it?
Yes ◯ No ◉ If so, where and why? _____

_____
_____
_____
_____

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?
Yes ◯ No ◉ If so, state name of individual, other organization and reason therefore.

_____
_____
_____
_____

13. List any and all litigation to which the Proposer, any personnel to work at NatureWalk, any officer and/or employee of the Proposer has been a party in the last five (5) years. ___

_____
_____
_____
_____
_____
_____
_____

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ◯ No ◉ If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof._____

_____
_____

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:

Palm Cove HOA Ethan Hughes (850) 724-0425
Hammock Oaks HOA Christine Funk (904) 955-6449
Parkside Townhomes Deb Coulter (850) 730-1485
Panama City Square Karmen Blackwell (470) 456-6319
Seaview Apts Latitia Lamay (517) 614-5316

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

Magnolia Bay Master Linley Vanacore (850) 830-9408 Price Increase
Magnolia Bay COA Linley Vanacore (850) 830-9408 Price Increase
Aegean Condos Scott Preston (850) 622-2222 Ancillary work warranty

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Name	Position		
Carlos Alladyce	Operations Mager		
Type of Work	Yrs. Exp.	Yrs. With Firm	
Operations	20	9	
Name	Position		
Matt Weinrich	General Manager		
Type of Work	Yrs. Exp.	Yrs. With Firm	
Leads all Ops and PNL	25	1	
Name	Position		
Zach Brown	Irrigation Manager		
Type of Work	Yrs. Exp.	Yrs. With Firm	
Oversees all Irrigation	14	2.5	

Kirk Nevers _____ Field Manager _____
Name Position

Supervises Daily Operation _____ 20 _____ 19 _____
Type of Work Yrs. Exp. Yrs. With Firm

_____ _____
Name Position

_____ _____ _____
Type of Work Yrs. Exp. Yrs. With Firm

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the NatureWalk CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the NatureWalk CDD should consider the Proposer for proposing on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

GreenEarth SE _____ By: Matt Weinrich _____
Name of Proposer

_____
[Type Name and Title of Person Signing]

This _____ day of _____, 20__.

(Corporate Seal)

Sworn to before me this _____ day of _____, 20__.

_____
(Seal) Notary Public/Expiration Date

PROPOSAL FORM
PART IV PRICING

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials, and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$** 117,477.54 **/Year**

Storm Cleanup $85.00 /hr.

Freeze Protection (description of ability) _____
Shutting down of controllers

$_____/application **(Contractor to identify those plants susceptible to freeze and estimate cost to cover per application)**

Hand Watering

$ 78.00 /hr. for employee with hand-held hose

$NA /hr. for water truck/tanker

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2

Fertilization (All labor and materials) **$** 23,489.68 **/Year**
(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

CENTIPEDE (per specifications in Part 2) (if present)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	15-0-5	.5	26	308.28
May	15-0-5	.5	26	308.28
July	15-0-5	MN+FE	13	308328

CENTIPEDE cont. (per specifications in Part 2) cont.				
Sept	15-0-5	MN+FE+P	13	308.28

ZOYSIA (per specifications in Part 2) (if present)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
April	24-0-11+Pre-M	2.5	492	3800.95
May	24-0-11	2	984	6988.24
July	0-0-60+FE/MN		98	411.40
Oct	24-0-11	.5	98	822.80

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	12-0-6	1	196	660.00
May	12-0-6	1	196	660.00
Oct	12-0-6	1	196	660.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12+4mg		25	700.70
May	8-2-12+4mg		25	700.70
Oct	8-2-12+4mg		25	700.70
Nov	8-2-12+4mg		25	700.70

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	10-10-10 or sim	Crapes, Lorepetalum, Ros		2314.00
June	10-10-10 or sim	Crapes, Lorepetalum, Ros		2314.00

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$** 3,653.88 **/Year**
(If entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS *(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*

OTC Injections (All labor and materials) **$** 23,900.00 **/Year**
(based on your recorded quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)
Sabal	17	17	$175.00	$11,900.00
Canary	12	12	$250.00	$12,000.00

The District reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services.
$ 3,233.30 / Year

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$** $47,628.90 **/Year**

Freeze Protection (description of ability) _____
Turn off of Controllers

$ 160.00 application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ $135.00 /HR. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

$ _____ / zone should actual field quantity differ from the quantity of zones stated in the RFP Manual.

PART 5

Annual Installation (All labor and materials) Please provide price per plant.

Contractor shall install (75) - 4" annuals three (3) times per year **per specs** at the direction of the District at $ 6.16 /annual.

$ 461.95 /rotation

$ 1,385.85 /Yr. (based on three (3) rotations) **(Do not include in Grand Total)**

The District reserves the right to subcontract any annual installation to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 192,250.00 **/Initial Term.**

FIRST ANNUAL RENEWAL	$ 192,250.00 /*
SECOND ANNUAL RENEWAL	$ 192,250.00 /*
THIRD ANNUAL RENEWAL	$ 192,250.00 /*

***Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

Contractor/Firm Name Green Earth Southeast LL

Firm Address 15167 Hwy 331 Business Suite B

City/State/Zip Freeport FL 32439

Phone Number 850-267-0100 Fax Number _____

Name and Title of Representative Matt Weinrich General Manager
(Please Print)

Representative's Signature _____

Date 05/16/2026

ADDENDA – Proposer acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this 5th day of May, 2026

COST BREAKOUT FOR GENERAL LANDSCAPE MAINTENANCE

General Landscape Maintenance

Mowing, hard edging, blowing off hard surfaces:	$ 1551.83	/ event
Pond bank mowing, including line-trimming to water's edge:	$ 326.72	/ event
Bed detailing, including weeding, soft edging, shrub pruning, delineation and dead-wooding, dead-heading of annuals, trash and landscape litter removal:	$ 326.72	/ event
Tree Lifting:	$ 326.72	/ event
Palm Pruning, including seed pods, old flower stalks, and inflorescence, vines & volunteers:	$ 3621.18	/ event

LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	$ 73.72	Hour
B.	Bush-Hog w/operator	$ 173.72	Hour
C.	Tractor w/operator	$ 173.73	Hour
D.	Supervisor with Transportation	$ 95.00	Hour
E.	Laborer with hand equipment	$ 73.72	Hour
F.	Truck w/driver	$ 73.72	Hour
G.	Irrigation Tech	$ 85.00	Hour
H.	Granular Pesticide Applicator		
	Person with Drop Spreader	$ 73.72	Hour
I.	Liquid Pesticide Applicator		
	Person with Spray Truck	$ 73.72	Hour
J.	Granular Fertilizer Applicator		
	Person with Drop Applicator	$ 73.72	Hour
K.	Liquid Fertilizer Applicator		
	Person with Spray Truck	$ 73.72	Hour
L.	Granular Weed Control Applicator		
	Person with Drop Applicator	$ 73.72	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	$ 73.72	Hour
N.	Laborer for Additional Trash Pick-Up	$ 73.72	Hour
O.	Lump Sum Mowing ([1]), entire community	$ 2,532.00	Per Mow

[1] Mowing shall include mowing, edging, weed eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

Emergency Man Hours $ 120.00 per Hour

N/A $ _____ per Hour

N/A $ _____ per Hour

B. Debris removal equipment unit costs:

Incl $ _____ per Hour

Incl $ _____ per Hour

Incl $ _____ per Hour

C. Other emergency/disaster related unit costs:

Emergency man hours $ 120.00 per Hour

_____ $ _____ per Hour

_____ $ _____ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of: _____ ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2026.

Proposer: _____
By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _physical presence or__online notarization, this ___ day of _____, 2026, by _____, as _____ of _____, on its behalf. He/She [___] is personally known to me or [___] produced _____ as identification.

_____
Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week
NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, tree lifting, pruning, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the turf (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the Centipede grass at a height of one and one and one half (1.5) to two and one half (2.5) inches and Zoysia at a height of two (2) to two and one half (2.5) inches. Do not remove more than 1/3 of the height of the leaf blade at anyone mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn if no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The mulching kit must be left in the "closed" position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counterclockwise direction. If the conditions are such that it is too wet to mow, crews must line trim this area. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No "extras" will be billed to the District. The CONTRACTOR shall set a date to restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District's Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to pond banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

1A) POND MAINTENANCE - All ponds identified as such on the overall NatureWalk Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at water's edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is maintained. Pond banks will be trimmed to water's edge. Careful attention must be paid to

mower height on pond banks so as not to scalp at the crest of the pond bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge, increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall keep trimmings from entering water. Excessive clippings shall be hand removed. Blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event. Tree and shrub care requirements outlined herein shall equally apply to all pond areas, including but not limited to pruning, clearance, sucker removal, and moss management within and around pond banks and edges.

1B) TRAIL MAINTENANCE - Trail areas shall be maintained on a regular monthly basis, with additional visits as necessary to address conditions that cannot remain unattended between scheduled maintenance cycles, including but not limited to debris removal, selective trimming, invasive and volunteer plant control, edge definition, pruning encroachments, and general detailing. Maintenance shall be performed up to the legally permissible limit adjacent to conservation or preservation areas, as defined by approved plans, recorded plats, buffers, easements, and applicable regulations.

Areas natural in appearance but located outside conservation or preservation areas shall be maintained in a neat and orderly condition and kept reasonably free of dead material, invasive species, and nuisance or volunteer plants, using methods permitted by applicable laws and ordinances. No plant material, branches, or debris shall extend into or over walkways unless clearance exceeds eight (8) feet. Crack weeds within paved trails or hard surfaces shall be maintained using permitted methods consistent with pesticide regulations, stormwater protections, and proximity restrictions; where chemical applications are restricted, mechanical or manual methods shall be utilized. Hard surfaces shall be blown off or cleared of debris as needed, provided debris is not discharged into stormwater systems or adjacent natural areas. Dead or hazardous trees shall be identified and proposed for removal, with all removals subject to required approvals and permitting. All work shall be performed in compliance with Walton County ordinances, State of Florida statutes and rules, wildlife protections, stormwater regulations, and CDD requirements, and any activity restricted by such regulations shall not constitute a failure to perform.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property**.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS' NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN

RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEARED IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs over sidewalks/turf areas (10') in and outside of ROW's and roads (15'), respectively. This may depend on location and species of tree and shall vary according to DOT specs. All moss hanging from trees (including ball moss) shall be removed up to a height of 15' from **all CDD-maintained trees** on an as-needed basis. During the dormant season, ALL Crape Myrtles shall have ALL mosses removed up to a height of 15'. During this time, all Crape Myrtles less than 15' in height must be pruned. This includes the removal of all seed pods. Crape Myrtles are not to be "hat racked" at any time. Pencil to thumb pruning is the preferred method of Crape Myrtle pruning and shall be performed after threat of frost has passed but before new growth flushes. Any initial removal of all Spanish and Ball Mosses shall be included in the proposals and completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of NatureWalk. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Contractor shall sterilize all pruning

equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will not bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep pinestraw pulled away from the base of all landscape lights at all times, not just after a top dressing event.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS, MAINTAINED TRACTS BEHIND RESIDENTS OR POND BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited unless there are dead fronds. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre-& post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. <u>HAND PULLING MUST BE PERFORMED</u>.**
NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E., STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR

CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool decks and other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters or natural areas. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into defined bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

6a) LEAF CLEANUP - The CONTRACTOR will provide a minimum of (4) leaf removals annually at the DISTRICT's discretion.

6b) DRAIN CLEARING - The CONTRACTOR will check the drains each for visit for blockage due to plant material or other landscape related debris. The CONTRACTOR will clear these drains as needed.

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees, shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Contractor shall abide by all requirements in the RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION OF WALTON COUNTY for CHAPTER 1-15 "FERTILIZER USE AND LANDSCAPE MANAGEMENT" as well as FERTILIZER ORDINANCE 21-42. It is the Contractor's responsibility to become familiar with all the rules and requirements of the Ordinance. Copies of all Certifications of Training shall be supplied to CDD representative with submission of proposals.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS FROM JUNE 1 THROUGH SEPTEMBER 30. DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF WALTON COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of proposing and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a moderate maintenance level for northwest Florida turf:

All Centipede Sod: (if present)

March	A complete fertilizer based on soil tests + PreM (Centipede requires low nitrogen; IFAS limits total N to ~1 lb. N/1000 SF annually, applied only after green-up)
May	Nitrogen (soluble or slow-release) applied at ≤0.5 lbs. N/1000 SF
July	Summer blends containing iron and manganese only (no nitrogen)
September	Iron and micronutrients only, if color is needed (No fall nitrogen recommended for centipede in North Florida)

All Zoysia Sod: (if present)

April	A complete fertilizer based on soil tests + PreM
May	SRN (Slow-Release Nitrogen applied at >/2.0 lbs. N/1000 SF (cont. >)
July	Summer blends containing iron and manganese (no nitrogen)
October	Nitrogen (soluble or slow-release) applied at ≤0.5 lb. N/1000 SF, only if turf remains actively growing.

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in

writing prior to the implementation of such change At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed. Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S REPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of proposing, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, May, October)
A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft. /year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8-2-12+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, May, October & late November). The "2" should be reduced to "0" if a soil test indicates there is not a deficiency of Phosphorus in the soil. 100% of the N, K & Mg **MUST** be in slow- release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

The NatureWalk CDD requires that all fertilizer applied to all palms on the CDD property be 8-2-12+4Mg. The fertilizer label shall reflect that 100% of the N, K, Mg, and B sources be in slow-release or controlled-release form and all the Mn, Fe Zn & Cu sources be water soluble (generally

these will be sulfates, except for Fe, which can be chelated with EDTA or DTPA). No source of N, K, Mg or B should be water-soluble. This will be considered an unacceptable fertilizer. The information below reflects the most effective sources for the seven critical elements in Florida landscape palm fertilizers:

Element Recommended Sources:*

N - Sulfur-coated urea, resin (or polymer)-coated urea or ammonium salts, urea-formaldehyde
P - Superphosphate, triple superphosphate, coated diammonium phosphate
K - Sulfur-coated potassium sulfate (may have additional polymer coating)
Mg - Kieserite (magnesium sulfate monohydrate) granules
Mn - Manganese sulfate
Fe - Iron sulfate, FeEDTA and/or FeDTPA
B - Granubor® (sodium borate)

*Based on data from Broschat (1991, 1996, 1997, 2008) and Broschat and Elliott (2005)Archival copy: for current recommendations see http://edis.ifas.ufl.edu or your local extension office.

Fertilizer shall not be billed equally on a monthly basis but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with PALM fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity prior to purchase. This is to allow time to verify nutrient sources for the macro and micronutrients ensuring they are in slow-release or water-soluble forms. Payment will not be made until the correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf: Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections, the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the proposal form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the proposal form.

Insects and Disease Control for Trees, Palms and Plants: The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Lethal Bronzing fka Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in proposal form. **The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which they are to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize themself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems, it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control: Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas, control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include pond banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all existing irrigation components to date – approximately five (5) pump & wells, five (5) Irrigation Controllers and Fifty-One Zones.

These inspections shall include:

A. Irrigation Controllers
   1. Semi-automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions & time DST
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices
   6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources
   1. Visual inspection of water source
   2. Clean all ground strainers and filters
   3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
   4. Test automatic protection devices

C. Irrigation Systems
   1. Manual test and inspection of each irrigation zone in its entirety.
   2. Clean and raise heads as necessary
   3. Adjust arc pattern and distance for required coverage areas
   4. Clean out irrigation valve boxes by keeping valve exposed

D. Report
   1. Irrigation operation time
   2. Irrigation start time
   3. Maintenance items performed
   4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this proposal.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned, and repaired, as necessary. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with pinestraw prior to Contractor leaving the property. All below ground repairs involving valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A completely separate audit may be provided by the Contractor listing those items that would "improve" the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.

Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs have been made, after the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Once approved, Contractor shall have a period of thirty (30) days to complete all repairs reported in the 30-day audit. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report upon request. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Walton County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment unless a previous agreement has been executed by both parties.**

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies. **Freeze Protection.** The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

The CONTRACTOR must contact the DISTRICT for pre-approval for irrigation repairs and then supply documentation which provides the completed scope of work along with the cost of labor and materials listed separately. This document will be attached to the DISTRICT Work Authorization. Invoicing for out of contract services must list the approved Work Authorization number.

PART 5

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately 75 annuals in 4" pots up to three (3) times per year in existing CDD-maintained areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every four months. (April and Aug.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular deadheading, necessary soil adjustments, soil additives, fungicides, and **monthly slow-release** nutritional requirements **at no additional cost to District.** Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) **at no additional cost to District**, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised eight to ten (8" – 10") inches and covered with a layer of Pine Fines 1" thick. **All this shall be provided at no additional cost to the District.**

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with proposal. This work shall be invoiced separately in the month after service is rendered.

The District reserves the right to subcontract out any and all annual installation events.

PART 6

MONTHLY RIDE-ALONG

RIDE-ALONG - Each month the CONTRACTOR must tour the property with a representative of the DISTRICT.

PART 7

WORK AUTHORIZATION PROCESS

OUT OF SCOPE SERVICES - All services not outlined in this scope would be billed additionally and require an approved Work Authorization from the DISTRICT. Any services performed out of scope (including, but not limited to, the scope of service and irrigation) without written authorization from the DISTRICT will be completed at the CONTRACTOR'S expense. Invoicing for out of contract services must list the approved Work Authorization number.

[THE END]

LANDSCAPE MAINTENANCE AGREEMENT BY AND BETWEEN NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AND GREENEARTH SOUTHEAST, LLC

THIS AGREEMENT ("Agreement") is made and entered into this __ day of _____ 2026, by and between:

NatureWalk Community Development District, a special-purpose unit of local government established and existing pursuant to Chapter 190, *Florida Statutes*, and the laws of the State of Florida, whose address is 120 Richard Jackson Blvd, Panama City Beach, Florida 32407 ("District"); and

GreenEarth Southeast, LLC, a Florida limited liability company, whose address is 15167 Highway 331 Business, Suite B, Freeport, Florida 32439 (the "Contractor" and, together with the District, "Parties").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Walton County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District desires to retain an independent contractor to provide landscape maintenance services for lands within the District as further identified in this Agreement; and

WHEREAS, Contractor submitted a proposal, attached hereto as **Exhibit A**, and incorporated herein by reference (the "Services"), and represents that it is qualified and willing to serve as a landscape maintenance contractor and provide such Services to the District; and

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and 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:

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

2. DESCRIPTION OF WORK AND SERVICES.

A. Contractor agrees to provide professional landscape maintenance services within presently accepted standards and in accordance with the terms of this Agreement. Upon all parties executing this Agreement, Contractor shall

provide the District with the specific Services as set forth in this Agreement and the attached Exhibits.

B. 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.

3. SCOPE OF LANDSCAPE MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit A**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. To the extent that provisions of the Agreement conflict with provisions of **Exhibit A**, this Agreement shall control.

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

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

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

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

(1) The District hereby designates the District Manager, or his or her designee, to act as its representative.

(2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss

conditions, schedules, and items of concern regarding this Agreement.

D. In the event that time is lost due to heavy rains ("Rain Days"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days, if possible, or within a reasonable time. Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.

E. 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.

F. Contractor shall be obligated to ensure that all trees, plants or other vegetation that are located near any roadways and being maintained in accordance with this Agreement comply with all local, State and Federal line-of-sight requirements.

5. COMPENSATION; TERM.

A. As compensation for Services described in this Agreement, the District agrees to pay the Contractor $_____, in twelve (12) equal monthly payments of $ _____. The term of this agreement shall run from _____, 2026 through _____, 2027. The Agreement may be automatically renewed for four (4) additional, one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

B. If the District should desire additional work or services, or to add additional lands to be maintained, 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, work authorization, or change order(s) to this Agreement. A form of work authorization is attached hereto. 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.

Additional services not included in the Scope of Services can be provided by the Contractor. However, no additional services shall be provided unless previously authorized by the District in writing. Fees for such additional services shall be as provided for in the attached Price Quotation, or, if not identified, as negotiated between the District and the Contractor, reduced in writing, prior to the start of such additional services.

C. If the District should desire additional work or services, or to add additional lands to be maintained, 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, work authorization, 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.

D. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, 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, materialmen, 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, Worker's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

E. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice shall include such supporting information as required by Florida law and in accordance with the District's Rules of Procedure.

6. INSURANCE.

A. Contractor or any subcontractor performing the Services described in this Agreement 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 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, agents and supervisors shall be named as additional insureds and certificate holders. 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, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

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

7. INDEMNIFICATION.

A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and 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.

B. Contractor agrees to indemnify and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise,

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

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If 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 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 immediately upon the giving of notice of termination.

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

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.

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.

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.

13. TERMINATION. The District agrees that Contractor may terminate this Agreement with cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor; however, that Contractor shall be provided a reasonable opportunity to cure any failure under this Agreement. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, 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.

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

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

16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither 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. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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.

18. ENFORCEMENT OF AGREEMENT. In the event that either the District or 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, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

19. AGREEMENT. This instrument, together with its Exhibit, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. Should there be any conflict between the terms of this agreement and **Exhibit A**, the terms of this Agreement shall control.

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 the District and the Contractor.

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

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

A. If to the District:
NatureWalk Community Development District
120 Richard Jackson Blvd
Panama City Beach, FL 32407
Attn: District Manager

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

B. If to Contractor:
GreenEarth Southeast, LLC.
15167 Highway 331 Business, Suite B
Freeport, Florida 32439
Attn: _____

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

23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor 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 District and Contractor 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 District and Contractor and their respective representatives, successors, and assigns.

24. CONTROLLING LAW; 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. Venue for any dispute shall be in a court of appropriate jurisdiction in Walton County, Florida.

25. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and Contractor.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-334-9055,

SDELUNA@RIZZETTA.COM, 120 RICHARD JACKSON BOULEVARD, SUITE 220, PANAMA CITY, FLORIDA 32407.

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

28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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.

29. 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.

30. E-VERIFY REQUIREMENTS. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify Contractor. Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

{*Signatures on Following Page*}

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

ATTEST:

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

GREENEARTH SOUTHEAST, LLC.

_____
By: _____

_____
By:_____
Its:_____

Attachments:
Form of Work Authorization
Exhibit A: Scope of Services

Form of Work Authorization

GREENEARTH SOUTHEAST, LLC,
WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION ("Work Authorization") is presented according to the requirements of that certain Landscape Maintenance Agreement between the District and Contractor dated _____("Agreement"), and is made and entered into this ____ day of_____, 20__, 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

GREENEARTH SOUTHEAST, LLC, with a mailing address at 15167 Highway 331 Business Suite B, Freeport, Florida 32459 (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**. **For any Services that involve the installation of new plants, Contractor will ensure that the plant materials have working irrigation available or that such plant materials are otherwise adequately irrigated as necessary to allow for grow-in, establishment, and survival.**

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.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

_____
Assistant Secretary/Secretary

_____
By:_____
Its: Chairman, Board of Supervisors

_____
Print Name

GREEN EARTH SOUTHEAST, LLC

_____
Witness

_____
By: _____
Its: _____

Exhibit A: Proposal

Exhibit A
Scope of Services

Tab 7

radarsign
MAKING ROADS SAFER

Quotation

Date: 6/17/2026

1325 Cobb International Dr		PROPOSED BY:		
Suite 113	Name	Max Bishop	Cloud Admin:	
Kennesaw, GA 30152	Phone	(678) 965-4814 Ext. 109 M: 912-245-1905	Phone:	
	Email	mbishop@radarsign.com	Email:	

	SHIP TO:	
Nature Walk Refresh	Nature Walk Refresh	Account
		Address
		City, ST, Zip
		Phone
		Email
		Attention

P. O. NUMBER	TERMS

LINE #	QTY	PART #	DESCRIPTION	PRICE EACH	TOTALS
1	1	TC600 R	Refresh Fees for a TC600 Solar Sign	*$1,295.00*	$1,295.00
			Minimum re-stock fee: 15%.		
			*** Quote valid for 30 days. Pricing does not include any international taxes, fees, or duties.**	**TOTAL US$**	**$1,295.00**
			Sales Tax Rate:	**0.000%**	**$0.00**
				Grand Total:	**$1,295.00**
					TOTALS

US State sales tax must be collected unless you provide a sales tax exempt form.

Authorized Signature

Print Name/Title

Date

Certified Quality System ISO 9001:2015

100% MUTCD Compliant Radar Speed Signs

Proudly Engineered & Manufactured in the USA

radarsign
MAKING ROADS SAFER

Quotation

Date: 6/17/2026

1325 Cobb International Dr		PROPOSED BY:		
Suite 113	Name	Max Bishop	Cloud Admin:	
Kennesaw, GA 30152	Phone	(678) 965-4814 Ext. 109 M: 912-245-1905	Phone:	
	Email	mbishop@radarsign.com	Email:	

	SHIP TO:	
Nature Walk TC600 S	Nature Walk TC600 S	Account
		Address
		City, ST, Zip
		Phone
		Email
		Attention

P. O. NUMBER	TERMS

LINE #	QTY	PART #	DESCRIPTION	PRICE EACH	TOTALS
1	1	TC-600 S	**Solar Power Radar Sign 13" Full Matrix Display: speeds readable at 600 feet**	**$3,695.00**	$3,695.00
			13" LED display - superbright amber with est. 100,000 hour life Two 12V 18 amp hour AGM batteries, provides up to 12 days backup operation K Band radar, meets FCC Part 15 rules, detection range up to 1200 feet "SLOW DOWN" & "TOO FAST" speeder alert messages, plus 3 levels of flashing speeds 3/8" thick Bashplate™ (provides the ultimate in vandal protection of sign) Standard timers allow up to 5 settings per day Possum Switch' allows sign to go dark for 30 minutes if assaulted with force Wi-Fi wireless transmitter, communication range up to 300 feet, No internet required	Included	Included
2	1	600S-W	**YOUR SPEED PLAQUE (30"X24") or YOUR SPEED SIGN(30"X36")** 11th Edition MUTCD Compliant **Plaque Color Options**: Yellow 600P-Y, Yellow/Green 600P-YG, White 600P-W, Orange 600P-O **Sign Color Options**:Yellow 600S-Y, Yellow/Green 600S-YG, White 600S-W, Orange 600S-O	Included	$0.00
3	1	AA041	50 watt solar panel, standard, Includes mounting bracket **(AA003)**	Included	$0.00
	0		**Additional Options**		
4	1	AA073	Optional: Heavy Duty Lock for Universal Pivot Bracket TC-600 Only	*$45.00*	$45.00
5	2	AC027	Mounting Options: SS pipe clamp set fits 4" to 6" OD (medium size round pole) Used for mounting sign, solar panel bracket or sign extender bracket (Qty 2 per package)	*$16.00*	$32.00
6	1	StreetSmart	Optional: StreetSmart Data Collection Lifetime license (per sign) 35 charts, graphs, and tables included. Provides weekly, daily, hourly, and 1/2 hour data on # of vehicles, # of speeders, average speeds, peak speeds, 50th & 85th percentile & more. Extended 30 day charts included for trend analysis. **No recurring fees.** Required to access traffic data.	*$300.00*	$300.00
7	1	RW002	Two year warranty (includes parts & labor and backup batteries)	Included	Included
8	0	SHP-LIFTGATE	Lift Gate (If Needed)	$120.00	$0.00
9	1	SHP-600	Ground Shipping for TC-600 Series	*$175.00*	$175.00
10	1	-	**Customer Discount**	*($247.00)*	($247.00)
			Minimum re-stock fee: 15%. *** Quote valid for 30 days. Pricing does not include any international taxes, fees, or duties.**	**TOTAL US$**	**$4,000.00**
			Sales Tax Rate:	**0.000%**	**$0.00**
				Grand Total:	**$4,000.00**
					TOTALS

US State sales tax must be collected unless you provide a sales tax exempt form.

Authorized Signature

Print Name/Title

Date

Certified Quality System ISO 9001:2015

100% MUTCD Compliant Radar Speed Signs

Proudly Engineered & Manufactured in the USA