

GREENBRIAR

**COMMUNITY DEVELOPMENT
DISTRICT**

June 12, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Greenbriar Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

June 5, 2025

Board of Supervisors
Greenbriar Community Development District

Dear Board Members:

The Board of Supervisors of the Greenbriar Community Development District will hold a Regular Meeting on June 12, 2025 at 3:00 p.m., at the St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine, Florida 32095. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-05, Approving Proposed Budget(s) for FY 2026; Setting a Public Hearing Thereon and Directing Publication; Addressing Transmittal and Posting Requirements; Addressing Severability and Effective Date
4. Consideration of Resolution 2025-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
5. Consideration of Fiscal Year 2024/2025 Budget Funding Agreement
6. Discussion: Memorandum Regarding Direct Purchase of Materials – Florida Sales and Use Tax
 - A. Consideration of Resolution 2025-07, Authorizing an Individual Designated by the Board of Supervisors to Act as the District's Purchasing Agent for the Purpose of Procuring, Accepting, and Maintaining Any and All Construction Materials Necessary for the Construction, Installation, Maintenance or Completion of the District's Infrastructure Improvements as Provided in the District's Adopted Improvement Plan; Providing for the Approval of a Work Authorization; Providing for Procedural Requirements for the Purchase of Materials; Approving the Form of a Purchase Requisition Request; Approving the Form of a Purchase Order; Approving the Form of a Certificate of Entitlement; Authorizing the Purchase of Insurance; Providing a Severability Clause; and Providing an Effective Date

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Note: Meeting Location

7. Discussion: Memorandum Regarding Impact Fee Agreement
8. Consideration of Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
9. Consideration of Resolution 2025-09, Ratifying, Confirming, and Approving the Sale of the Greenbriar Community Development District Special Assessment Revenue Bonds, Series 2025; Ratifying, Confirming and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Greenbriar Community Development District Special Assessment Revenue Bonds, Series 2025; and Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date
10. Consideration of Resolution 2025-10, Supplementing Resolution 2024-31 to Provide for the Release of the Master Assessment Lien on Property Demonstrated to be Nondevelopable; Providing for the Recording of Releases of Assessment Liens on Demonstrated Nondevelopable Property; Providing for Severability, Conflicts and an Effective Date
11. Consideration of C.W. Matthews Contracting Co., Bid Proposal for Pinewalk Signalization - Greenbriar Road Widening
12. Consideration of JEA Interlocal Agreement for Construction and Reimbursement of Costs for Reclaimed Water Pipe (Greenbriar Road Widening) (*in substantial form*)
13. Consideration of Resolution 2025-11, Electing Officer(s) of the District and Providing for an Effective Date
14. Ratification Items
 - A. England-Thims & Miller, Inc., Items
 - I. Miscellaneous Survey Services Amendment
 - II. Agreement for Professional Engineering Services and Work Authorization Number 1
 - III. Work Authorization Number 2 [Construction Engineering and Survey Services for Pinewalk Phase 1 Collector Road Project]
 - IV. Work Authorization Number 3 [Construction Engineering and Survey Services for Greenbriar Road Widening Project]
 - B. JEA Cost Participation Interlocal Agreement for Extension of Utility System [Pinewalk Phase 1 Collector Road]

15. Acceptance of Unaudited Financial Statements as of April 30, 2025

16. Approval of March 13, 2025 Regular Meeting Minutes

17. Staff Reports

A. District Counsel: *Kutak Rock LLP*

I. Discussion: Construction Committee

B. District Engineer: *England-Thims & Miller*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

• UPCOMING MEETINGS

➤ July 10, 2025 at 3:00 PM

➤ August 14, 2025 at 3:00 PM

➤ September 11, 2025 at 3:00 PM

○ QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 2	SAMANTHA BREAKSTONE	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 3	KEVIN KRAMER	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 4	JOSHUA BREAKSTONE	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 5	JUSTIN ONORATO	☐ IN-PERSON	☐ PHONE	☐ NO

18. Board Members' Comments/Requests

19. Public Comments

20. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714.

Sincerely,



Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 782 134 6157

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2025-05
[FY 2026 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2026; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**FY 2026**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Greenbriar Community Development District (“**District**”) prior to June 15, 2025, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____, 2025

TIME: 3:00 p.m.

LOCATION: St. Johns County Airport Authority
4730 Casa Cola Way
St. Augustine, Florida 32095

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENTS; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 12TH DAY OF JUNE, 2025.

ATTEST:

**GREENBRIAR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A
Proposed Budget

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
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**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Landowner contribution	98,790	19,667	73,754	93,421	103,740
Total revenues	98,790	19,667	73,754	93,421	103,740
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	16,000	26,000	42,000	48,000
Legal	25,000	9,840	15,160	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	2,000	167	1,336	1,503	2,000
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	187	313	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,750	265	1,485	1,750	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,250	-	5,250	6,200
Meeting room rental	-	378	1,000	1,378	2,000
Contingencies/bank charges	750	549	201	750	1,000
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
EMMA software service	-	-	-	-	2,000
Total expenditures	98,790	33,161	60,260	93,421	103,740
Excess/(deficiency) of revenues over/(under) expenditures	-	(13,494)	13,494	-	-
Fund balance - beginning (unaudited)	-	-	(13,494)	-	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(13,494)	-	-	-
Fund balance - ending	\$ -	\$ (13,494)	\$ -	\$ -	\$ -

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
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Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal	25,000
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General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering	2,000
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The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Audit	5,500
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Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation	500
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To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent	2,000
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The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.

Trustee	5,500
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Telephone	200
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Telephone and fax machine.

Postage	500
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Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding	500
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Letterhead, envelopes, copies, agenda packages

Legal advertising	1,750
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The District advertises for monthly meetings, special meetings, public hearings, public

Annual special district fee	175
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EXPENDITURES (continued)

Insurance	6,200
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Meeting room rental	2,000
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Contingencies/bank charges	1,000
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Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Tax Collector	
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Website hosting & maintenance	705
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Website ADA compliance	210
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EMMA software service	2,000
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Total expenditures	\$ 103,740
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**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET SERIES 2025
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ 790,167	\$ 790,167	\$ 792,299
Interest	-	2,911	-	2,911	-
Total revenues	-	2,911	790,167	793,078	792,299
EXPENDITURES					
Debt service					
Principal	-	-	310,000	310,000	165,000
Interest	-	-	164,926	164,926	630,483
Cost of issuance	-	224,790	5,925	230,715	-
Underwriter's discount	-	229,000	-	229,000	-
Total expenditures	-	453,790	480,851	705,641	795,483
Excess/(deficiency) of revenues over/(under) expenditures	-	(450,879)	309,316	87,437	(3,184)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	1,262,540	-	1,262,540	-
Original issue discount	-	(10,670)	-	(10,670)	-
Total other financing sources/(uses)	-	1,251,870	-	1,251,870	-
Net increase/(decrease) in fund balance	-	800,991	309,316	1,339,308	(3,184)
Fund balance:					
Beginning fund balance (unaudited)	-	(18,991)	782,000	(18,991)	1,320,317
Ending fund balance (projected)	\$ -	\$ 782,000	\$ 1,091,317	\$ 1,320,317	1,317,133
Use of fund balance:					
Debt service reserve account balance (required)					(792,155)
Interest expense - November 1, 2026					(311,281)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 213,697</u>

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			315,241.25	315,241.25	11,140,000.00
05/01/26	165,000.00	4.800%	315,241.25	480,241.25	10,975,000.00
11/01/26			311,281.25	311,281.25	10,975,000.00
05/01/27	170,000.00	4.800%	311,281.25	481,281.25	10,805,000.00
11/01/27			307,201.25	307,201.25	10,805,000.00
05/01/28	180,000.00	4.800%	307,201.25	487,201.25	10,625,000.00
11/01/28			302,881.25	302,881.25	10,625,000.00
05/01/29	190,000.00	4.800%	302,881.25	492,881.25	10,435,000.00
11/01/29			298,321.25	298,321.25	10,435,000.00
05/01/30	200,000.00	4.800%	298,321.25	498,321.25	10,235,000.00
11/01/30			293,521.25	293,521.25	10,235,000.00
05/01/31	210,000.00	4.800%	293,521.25	503,521.25	10,025,000.00
11/01/31			288,481.25	288,481.25	10,025,000.00
05/01/32	220,000.00	4.800%	288,481.25	508,481.25	9,805,000.00
11/01/32			283,201.25	283,201.25	9,805,000.00
05/01/33	230,000.00	5.650%	283,201.25	513,201.25	9,575,000.00
11/01/33			276,703.75	276,703.75	9,575,000.00
05/01/34	245,000.00	5.650%	276,703.75	521,703.75	9,330,000.00
11/01/34			269,782.50	269,782.50	9,330,000.00
05/01/35	255,000.00	5.650%	269,782.50	524,782.50	9,075,000.00
11/01/35			262,578.75	262,578.75	9,075,000.00
05/01/36	270,000.00	5.650%	262,578.75	532,578.75	8,805,000.00
11/01/36			254,951.25	254,951.25	8,805,000.00
05/01/37	290,000.00	5.650%	254,951.25	544,951.25	8,515,000.00
11/01/37			246,758.75	246,758.75	8,515,000.00
05/01/38	305,000.00	5.650%	246,758.75	551,758.75	8,210,000.00
11/01/38			238,142.50	238,142.50	8,210,000.00
05/01/39	320,000.00	5.650%	238,142.50	558,142.50	7,890,000.00
11/01/39			229,102.50	229,102.50	7,890,000.00
05/01/40	340,000.00	5.650%	229,102.50	569,102.50	7,550,000.00
11/01/40			219,497.50	219,497.50	7,550,000.00
05/01/41	360,000.00	5.650%	219,497.50	579,497.50	7,190,000.00
11/01/41			209,327.50	209,327.50	7,190,000.00
05/01/42	380,000.00	5.650%	209,327.50	589,327.50	6,810,000.00
11/01/42			198,592.50	198,592.50	6,810,000.00
05/01/43	405,000.00	5.650%	198,592.50	603,592.50	6,405,000.00
11/01/43			187,151.25	187,151.25	6,405,000.00
05/01/44	430,000.00	5.650%	187,151.25	617,151.25	5,975,000.00
11/01/44			175,003.75	175,003.75	5,975,000.00
05/01/45	455,000.00	5.650%	175,003.75	630,003.75	5,520,000.00
11/01/45			162,150.00	162,150.00	5,520,000.00
05/01/46	480,000.00	5.875%	162,150.00	642,150.00	5,040,000.00
11/01/46			148,050.00	148,050.00	5,040,000.00
05/01/47	510,000.00	5.875%	148,050.00	658,050.00	4,530,000.00
11/01/47			133,068.75	133,068.75	4,530,000.00
05/01/48	540,000.00	5.875%	133,068.75	673,068.75	3,990,000.00
11/01/48			117,206.25	117,206.25	3,990,000.00

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/49	570,000.00	5.875%	117,206.25	687,206.25	3,420,000.00
11/01/49			100,462.50	100,462.50	3,420,000.00
05/01/50	605,000.00	5.875%	100,462.50	705,462.50	2,815,000.00
11/01/50			82,690.63	82,690.63	2,815,000.00
05/01/51	645,000.00	5.875%	82,690.63	727,690.63	2,170,000.00
11/01/51			63,743.75	63,743.75	2,170,000.00
05/01/52	680,000.00	5.875%	63,743.75	743,743.75	1,490,000.00
11/01/52			43,768.75	43,768.75	1,490,000.00
05/01/53	725,000.00	5.875%	43,768.75	768,768.75	765,000.00
11/01/53			22,471.88	22,471.88	765,000.00
05/01/54	765,000.00	5.875%	22,471.88	787,471.88	-
11/01/54			-	-	-
Total	11,140,000.00		12,082,670.00	23,222,670.00	

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Off-Roll Assessments					
Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
SF 40'	159	\$ 52.29	\$ 1,200.00	\$ 1,252.29	\$ 1,200.00
SF 50'	183	52.29	1,500.00	1,552.28	1,500.00
SF 60'	121	52.29	1,800.00	1,852.28	1,800.00
SF 70'	52	52.29	2,100.00	2,152.29	2,100.00
Total	515				

Off-Roll Assessments - Future Phases					
Product	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
SF 40'	8	\$ 52.29	\$ -	\$ 52.29	n/a
SF 50'	110	52.29	-	52.29	n/a
SF 60'	211	52.29	-	52.29	n/a
SF 70'	149	52.29	-	52.29	n/a
SF 80'	108	52.29	-	52.29	n/a
Active Adult					
SF 33'	223	52.29	-	52.29	n/a
SF 45'	233	52.29	-	52.29	n/a
SF 55'	325	52.29	-	52.29	n/a
SF 65'	102	52.29	-	52.29	n/a
Total	1,469				
	1,984				

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Greenbriar Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of June, 2025.

ATTEST:

**GREENBRIAR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine, Florida 32095</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2025	Regular Meeting	3:00 PM
November 13, 2025	Regular Meeting	3:00 PM
December 11, 2025	Regular Meeting	3:00 PM
January 8, 2026	Regular Meeting	3:00 PM
February 12, 2026	Regular Meeting	3:00 PM
March 12, 2026	Regular Meeting	3:00 PM
April 9, 2026	Regular Meeting	3:00 PM
May 14, 2026	Regular Meeting	3:00 PM
June 11, 2026	Regular Meeting	3:00 PM
July 9, 2026	Regular Meeting	3:00 PM
August 13, 2026	Regular Meeting	3:00 PM
September 10, 2026	Regular Meeting	3:00 PM

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

5

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 BUDGET FUNDING AGREEMENT**

This Agreement (“**Agreement**”) is made and entered into this ____ day of _____ 2025,
by and between:

Greenbriar Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Greenbriar Property Holdings, LLC, a Delaware limited liability company and the developer of the lands in the District ("**Developer**"), with a mailing address of 300 Atlantic Street, Suite 1110, Stamford, Connecticut 06901.

Recitals

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

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

WHEREAS, the Developer presently owns and/or is developing portions of all real property described in **Exhibit A**, attached hereto and incorporated herein by reference (“**Property**”) within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2024/2025, which year commences on October 1, 2024, and concludes on September 30, 2025 (“**FY 2025 Budget**”); and

WHEREAS, the Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Developer agrees that the District activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

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

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

2. The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within thirty (30) days of written request by the District. Amendments to the District's Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by the Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budget or otherwise. These payments are made by Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

3. This Section provides for alternative methods of collection. In the event the Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides the Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for St. Johns County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities,

operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to levy and certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the St. Johns County property appraiser. The Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

4. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

6. Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other, which consent shall not be unreasonably withheld, conditioned or delayed. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement, provided however that no such assignment shall be valid where the assignment is being made for the purpose of avoiding the Developer's obligations hereunder.

7. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 3 and 4 above.

8. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. The Developer shall give thirty (30) days prior written notice to the District under this Agreement of any sale or disposition of the majority of the property described in **Exhibit A**.

9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree and consent to, for

the purposes of venue, the exclusive jurisdiction of the appropriate courts of St. Johns County, Florida.

10. 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 the doubtful language will not be interpreted or construed against any party.

11. This Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

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

ATTEST:

**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**GREENBRIAR PROPERTY
HOLDINGS, LLC,**
a Delaware limited liability company

Witness

By: _____
Name: Marc Porosoff
Title: Vice President and Secretary

Witness

By: _____
Name: Jordan Socaransky
Title: Vice President

Exhibit A: Property Description
Exhibit B: Fiscal Year 2024/2025 Budget

Exhibit A

A PARCEL OF LAND, CONSISTING OF A PORTION OF SECTIONS 10, 11, 14, 16, 21, 22, 23, THE FRANCIS P. FATIO GRANT, SECTION 39, AND ALL OF SECTION 15, ALL IN TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE MOST SOUTHEASTERLY CORNER OF "MILL CREEK FOREST, PHASES 2 AND 3", AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN MAP BOOK 112, PAGES 86 THROUGH 93 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF "GREENBRIAR ROAD", AS PER THAT DEED OF DEDICATION RIGHT-OF-WAY, POND SITE, EASEMENTS, AS RECORDED IN OFFICIAL RECORDS BOOK 5388, PAGE 202, (PARCEL 103), OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, ALONG THE EASTERLY AND THEN NORTHERLY BOUNDARY OF SAID MILL CREEK FOREST, PHASES 2 AND 3", AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN MAP BOOK 112, PAGES 86 THROUGH 93 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 40°49'40" WEST, A DISTANCE OF 1,202.60 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, NORTH 65°00'16" EAST, A DISTANCE OF 436.09 FEET, TO A POINT;

COURSE No. 3: RUN THENCE NORTH 00°46'58" WEST, A DISTANCE OF 324.92 FEET, TO A POINT;

COURSE No. 4: RUN THENCE, NORTH 41°48'14" WEST, A DISTANCE OF 137.17 FEET, TO A POINT;

COURSE No. 5: RUN THENCE, NORTH 83°40'53" WEST, A DISTANCE OF 443.21 FEET, TO A POINT;

COURSE No. 6: RUN THENCE, NORTH 65°40'31" WEST, A DISTANCE OF 108.53 FEET, TO A POINT;

COURSE No. 7: RUN THENCE, NORTH 41°05'25" WEST, A DISTANCE OF 81.35 FEET, TO A POINT;

COURSE No. 8: RUN THENCE, NORTH 04°53'24" WEST, A DISTANCE OF 71.81 FEET, TO A POINT;

COURSE No. 9: RUN THENCE, NORTH 15°31'00" EAST, A DISTANCE OF 471.90 FEET, TO A POINT;

COURSE No. 10: RUN THENCE, NORTH 20°09'38" EAST, A DISTANCE OF 918.63 FEET, TO A POINT;

COURSE No. 11: RUN THENCE, NORTH 63°50'17" WEST, ALONG THE AFORESAID BOUNDARY OF MILL CREEK FOREST, PHASES 2 AND 3", AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN MAP BOOK 112, PAGES 86 THROUGH 93 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND THEN ALONG THE WESTERLY PROLONGATION THEREOF (SAID PROLONGATION ALSO BEING THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4833, PAGE 1558 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1,897.46 FEET, TO A POINT; CONTINUE THENCE ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4833, PAGE 1558 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, THE FOLLOWING

COURSE No. 1: RUN THENCE, SOUTH 41°17'23" WEST, A DISTANCE OF 1,046.53 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHWESTERLY;

COURSE No. 2: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 350.00 FEET, THROUGH A CENTRAL ANGLE OF 18°33'39" TO THE LEFT, AN ARC DISTANCE OF 113.38 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°34'13" WEST, 112.89 FEET;

COURSE No. 3: RUN THENCE, SOUTH 59°51'02" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 601.12 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHWESTERLY;

COURSE No. 4: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 40°37'33" TO THE RIGHT, AN ARC DISTANCE OF 389.98 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°09'49" WEST, 381.86 FEET;

COURSE No. 5: RUN THENCE, NORTH 79°31'25" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 1,074.44 FEET, TO A POINT; RUN THENCE, NORTH 02°41'31" WEST, DEPARTING FROM THE AFORESAID BOUNDARY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4833, PAGE 1660 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1,292.19 FEET, TO A POINT ON THE SOUTHERLY BOUNDARY OF "OXFORD ESTATES-PHASE FIVE & SIX-B", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 99, PAGES 63 THROUGH 67 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE SOUTHERLY BOUNDARY OF SAID "OXFORD ESTATES-PHASE FIVE & SIX-B", AND THEN ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF "OXFORD ESTATES- UNIT SIX-A", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 103, PAGES 90 THROUGH 93, THEN AGAIN ALONG THE EASTERLY BOUNDARY OF OXFORD ESTATES-PHASE FIVE & SIX-B". AND THEN FINALLY ALONG THE EASTERLY LINE OF "OXFORD ESTATE-PHASE FOUR", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 90, PAGES 71 THROUGH 77 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA. THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTH 76°40'12" EAST, A DISTANCE OF 1,985.00 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, SOUTH 89°09'20" EAST, A DISTANCE OF 578.27 FEET, TO A POINT;

COURSE No. 3: RUN THENCE, NORTH 47°32'49" EAST, A DISTANCE OF 240.04 FEET, TO A POINT;

COURSE No. 4: RUN THENCE, NORTH 43°45'05" EAST, A DISTANCE OF 33.39 FEET, TO A POINT;

COURSE No. 5: RUN THENCE, NORTH 11°31'04" EAST, A DISTANCE OF 51.14 FEET, TO A POINT;

COURSE No. 6: RUN THENCE, NORTH 03°07'38" WEST, A DISTANCE OF 404.85 FEET, TO A POINT;

COURSE No. 7: RUN THENCE, NORTH 17°32'06" WEST, A DISTANCE OF 59.51 FEET, TO A POINT;

COURSE No. 8: RUN THENCE, NORTH 56°36'32" WEST, A DISTANCE OF 158.80 FEET, TO A POINT, BEING THE COMMON CORNER BETWEEN SAID "OXFORD ESTATES-PHASE SIX-A", AND "OXFORD ESTATES-PHASE FIVE-C & SIX-B";

COURSE No. 9: RUN THENCE, NORTH 59°47'38" WEST, A DISTANCE OF 860.76 FEET, TO A POINT;

COURSE No. 10: RUN THENCE, NORTH 43°21'40" WEST A DISTANCE OF 107.93 FEET, TO A POINT;

COURSE No. 11: RUN THENCE, NORTH 36°38'28" WEST, A DISTANCE OF 174.42 FEET, TO A POINT;

COURSE No. 12: RUN THENCE, NORTH 32°41'40" WEST, A DISTANCE OF 227.41 FEET, TO A POINT;

COURSE No. 13: RUN THENCE, NORTH 22°06'50" WEST, A DISTANCE OF 127.04 FEET, TO A POINT;

COURSE No. 14: RUN THENCE, NORTH 31°33'40" WEST, A DISTANCE OF 74.21 FEET, TO A POINT, BEING THE MOST SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN THAT CORRECTIVE SPECIAL WARRANTY DEED BETWEEN HELOW PROPERTIES, LTD. TO OXFORD ESTATES, LLC. AS RECORDED IN OFFICIAL RECORDS BOOK 5157, PAGE 19 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE SOUTHERLY AND THEN EASTERLY BOUNDARY OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 5157, PAGE 19 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 75°12'31" EAST, A DISTANCE OF 156.65 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, NORTH 32°16'30" WEST, A DISTANCE OF 84.41 FEET, TO A POINT;

COURSE No. 3: RUN THENCE, NORTH 21°06'58" EAST, A DISTANCE OF 546.30 FEET, TO A POINT;

COURSE No. 4: RUN THENCE, NORTH 55°07'12" WEST, A DISTANCE OF 1,400.00 FEET, TO A POINT;

COURSE No. 5: RUN THENCE, SOUTH 89°27'47" WEST, A DISTANCE OF 549.87 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF "COUNTY ROAD 244 WEST, (ALSO KNOWN AS LONGLEAF PINE PARKWAY), AS SHOWN ON THE PLAT THEREOF. AS RECORDED IN MAP BOOK 59. PAGES 51 THROUGH 67 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 244 WEST, (LONGLEAF PINE PARKWAY), THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 02°39'29" WEST, ALONG LAST SAID LINE, A DISTANCE OF 870.84 FEET, TO A POINT OF CURVATURE, OF A CURVE LEADING NORTHEASTERLY;

COURSE No. 2: RUN THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 965.00 FEET, THROUGH A CENTRAL ANGLE OF 31°02'19" TO THE RIGHT, AN ARC DISTANCE OF 522.77 FEET, TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED AND RECORDED IN THAT WARRANTY DEED, FROM HELOW PROPERTIES, LTD. TO JACKSONVILLE ELECTRIC AUTHORITY, AS RECORDED IN OFFICIAL RECORDS BOOK 895, PAGE 1414 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°51'41" EAST, 516.40 FEET; RUN THENCE NORTH 89°28'43" EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 895, PAGE 1414 OF SAID PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1,027.62 FEET, TO THE SOUTHEAST CORNER OF AFORESAID LANDS; RUN THENCE NORTH 00°31'17" WEST, ALONG THE EAST LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 895, PAGE 1414 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 50.00 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 27 EAST; RUN THENCE NORTH 89°28'43" EAST, ALONG THE NORTH LINE OF SAID SECTION 16, (AND ALSO BEING THE SOUTH LINE OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 27 EAST, AND ALSO BEING THE SOUTHERLY LINE OF THE PLAT

OF "ABERDEEN (D.R. HORTON) PHASE "1, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 60, PAGES 58 THROUGH 78 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND THEN ALONG THE SOUTH LINE OF "ABERDEEN (D.R. HORTON PHASE 2A)", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 78, PAGES 1 THROUGH 9 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND THEN FINALLY ON THE SOUTH LINE OF "ABERDEEN (D.R. HORTON-PHASE TWO-A)", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 88, AGES 79 THROUGH 86 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), A DISTANCE OF 4,101.85 FEET, TO THE NORTHEAST CORNER OF SAID SECTION 16, (AND ALSO BEING THE COMMON CORNER OF SECTIONS 9, 10, 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 27 EAST), SAID POINT ALSO BEING THE MOST SOUTHEAST CORNER OF "ABERDEEN (D.R. HORTON PHASE 2A)", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 78, PAGES 1 THROUGH 9 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE NORTH 02°41'05" WEST, ALONG THE EAST LINE OF SAID SECTION 9, (AND ALSO BEING THE WEST LINE OF SECTION 10) AND ALSO BEING THE EAST LINE OF "ABERDEEN (D.R. HORTON PHASE 2A)", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 78, PAGES 1 THROUGH 9 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 726.14 FEET, TO A POINT ON THE SOUTH LINE OF THAT 130 FOOT JEA (JACKSONVILLE ELECTRIC AUTHORITY) EASEMENT, AS PER OFFICIAL RECORDS BOOK 878, PAGE 1152 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; RUN THENCE SOUTH 87°48'09" EAST, ALONG THE AFORESAID SOUTH LINE OF AFORESAID 130 FOOT JEA EASEMENT, A DISTANCE OF 1,496.44 FEET, TO A POINT, ON A NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN THAT QUIT CLAIM DEED FROM UNITED WATER FLORIDA, LLC TO JEA (FORMERLY KNOWN AS JACKSONVILLE ELECTRIC AUTHORITY) AS PER THAT INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 1720, PAGE 876 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, SOUTH 11°00'23" WEST ALONG THE AFORESAID NORTHERLY PROLONGATION, AND THEN ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 365.50 FEET, TO A POINT ON THE AFORESAID WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN THAT QUIT CLAIM DEED FROM UNITED WATER FLORIDA, LLC TO JEA (FORMERLY KNOWN AS JACKSONVILLE ELECTRIC AUTHORITY) AS PER THAT INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 1720, PAGE 876 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG SAID WESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1720, PAGE 876 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, THE FOLLOWING NINETY-EIGHT (98) COURSES AND DISTANCES;;

COURSE No. 1: RUN THENCE SOUTH 07°20'37" WEST, A DISTANCE OF 46.17 FEET, TO A POINT;

COURSE No. 2: RUN THENCE SOUTH 28°20'02" EAST, A DISTANCE OF 224.30 FEET, TO A POINT;

COURSE No. 3: RUN THENCE SOUTH 29°09'50" EAST, A DISTANCE OF 147.89 FEET, TO A POINT;

COURSE No. 4: RUN THENCE SOUTH 82°18'24" EAST, A DISTANCE OF 165.50 FEET, TO A POINT;

COURSE No. 5: RUN THENCE SOUTH 30°04'45" EAST, A DISTANCE OF 214.69 FEET, TO A POINT;

COURSE No. 6: RUN THENCE SOUTH 12°44'42" EAST, A DISTANCE OF 39.78 FEET, TO A POINT;

COURSE No. 7: RUN THENCE SOUTH 64°14'54" EAST, A DISTANCE OF 109.44 FEET, TO A POINT;

COURSE No. 8: RUN THENCE SOUTH 66°03'41" EAST, A DISTANCE OF 182.24 FEET, TO A POINT;

COURSE No. 9: RUN THENCE SOUTH 39°42'21" EAST, A DISTANCE OF 120.67 FEET, TO A POINT;
COURSE No. 10: RUN THENCE SOUTH 33°34'18" EAST, A DISTANCE OF 226.32 FEET, TO A POINT;
COURSE No. 11: RUN THENCE SOUTH 27°25'30" EAST, A DISTANCE OF 132.38 FEET, TO A POINT;
COURSE No. 12: RUN THENCE SOUTH 08°33'24" EAST, A DISTANCE OF 98.37 FEET, TO A POINT;
COURSE No. 13: RUN THENCE SOUTH 44°41'47" EAST, A DISTANCE OF 174.78 FEET, TO A POINT;
COURSE No. 14: RUN THENCE SOUTH 21°27'50" EAST, A DISTANCE OF 233.47 FEET, TO A POINT;
COURSE No. 15: RUN THENCE SOUTH 14°38'52" EAST, A DISTANCE OF 121.21 FEET, TO A POINT;
COURSE No. 16: RUN THENCE SOUTH 42°09'06" EAST, A DISTANCE OF 113.10 FEET, TO A POINT;
COURSE No. 17: RUN THENCE SOUTH 27°01'20" EAST, A DISTANCE OF 182.08 FEET, TO A POINT;
COURSE No. 18: RUN THENCE SOUTH 10°25'12" EAST, A DISTANCE OF 146.24 FEET, TO A POINT;
COURSE No. 19: RUN THENCE SOUTH 33°01'01" EAST, A DISTANCE OF 107.35 FEET, TO A POINT;
COURSE No. 20: RUN THENCE SOUTH 11°43'23" EAST, A DISTANCE OF 77.88 FEET, TO A POINT;
COURSE No. 21: RUN THENCE SOUTH 64°46'50" WEST, A DISTANCE OF 77.00 FEET, TO A POINT;
COURSE No. 22: RUN THENCE SOUTH 07°42'37" EAST, A DISTANCE OF 62.62 FEET, TO A POINT;
COURSE No. 23: RUN THENCE SOUTH 16°01'39" EAST, A DISTANCE OF 58.31 FEET, TO A POINT;
COURSE No. 24: RUN THENCE SOUTH 86°35'47" EAST, A DISTANCE OF 57.03 FEET, TO A POINT;
COURSE No. 25: RUN THENCE SOUTH 55°14'43" EAST, A DISTANCE OF 43.81 FEET, TO A POINT;
COURSE No. 26: RUN THENCE SOUTH 35°07'06" EAST, A DISTANCE OF 51.42 FEET, TO A POINT;
COURSE No. 27: RUN THENCE SOUTH 42°27'13" EAST, A DISTANCE OF 49.23 FEET, TO A POINT;
COURSE No. 28: RUN THENCE SOUTH 46°32'27" EAST, A DISTANCE OF 48.92 FEET, TO A POINT;
COURSE No. 29: RUN THENCE SOUTH 44°55'17" EAST, A DISTANCE OF 65.28 FEET, TO A POINT;
COURSE No. 30: RUN THENCE SOUTH 80°00'59" EAST, A DISTANCE OF 50.86 FEET, TO A POINT;
COURSE No. 31: RUN THENCE SOUTH 89°10'35" EAST, A DISTANCE OF 63.09 FEET, TO A POINT;
COURSE No. 32: RUN THENCE SOUTH 15°12'01" EAST, A DISTANCE OF 52.52 FEET, TO A POINT;
COURSE No. 33: RUN THENCE SOUTH 18°27'04" WEST, A DISTANCE OF 74.43 FEET, TO A POINT;
COURSE No. 34: RUN THENCE SOUTH 44°33'50" EAST, A DISTANCE OF 47.33 FEET, TO A POINT;
COURSE No. 35: RUN THENCE SOUTH 08°28'17" EAST, A DISTANCE OF 36.56 FEET, TO A POINT;
COURSE No. 36: RUN THENCE SOUTH 39°21'19" WEST, A DISTANCE OF 36.19 FEET, TO A POINT;
COURSE No. 37: RUN THENCE SOUTH 21°07'08" EAST, A DISTANCE OF 51.96 FEET, TO A POINT;

COURSE No. 38: RUN THENCE SOUTH 60°42'19" EAST, A DISTANCE OF 54.34 FEET, TO A POINT;
COURSE No. 39: RUN THENCE NORTH 65°00'29" EAST, A DISTANCE OF 68.12 FEET, TO A POINT;
COURSE No. 40: RUN THENCE SOUTH 84°58'35" EAST, A DISTANCE OF 47.31 FEET, TO A POINT;
COURSE No. 41: RUN THENCE SOUTH 29°10'50" EAST, A DISTANCE OF 43.47 FEET, TO A POINT;
COURSE No. 42: RUN THENCE SOUTH 38°58'47" WEST, A DISTANCE OF 60.42 FEET, TO A POINT;
COURSE No. 43: RUN THENCE SOUTH 13°50'25" WEST, A DISTANCE OF 42.85 FEET, TO A POINT;
COURSE No. 44: RUN THENCE SOUTH 39°29'10" EAST, A DISTANCE OF 58.15 FEET, TO A POINT;
COURSE No. 45: RUN THENCE SOUTH 65°20'21" EAST, A DISTANCE OF 57.12 FEET, TO A POINT;
COURSE No. 46: RUN THENCE SOUTH 81°56'19" EAST, A DISTANCE OF 53.75 FEET, TO A POINT;
COURSE No. 47: RUN THENCE SOUTH 50°32'58" EAST, A DISTANCE OF 61.40 FEET, TO A POINT;
COURSE No. 48: RUN THENCE SOUTH 06°28'47" EAST, A DISTANCE OF 52.80 FEET, TO A POINT;
COURSE No. 49: RUN THENCE SOUTH 58°16'49" WEST, A DISTANCE OF 39.69 FEET, TO A POINT;
COURSE No. 50: RUN THENCE SOUTH 31°31'33" EAST, A DISTANCE OF 55.87 FEET, TO A POINT;
COURSE No. 51: RUN THENCE SOUTH 53°45'12" WEST, A DISTANCE OF 52.95 FEET, TO A POINT;
COURSE No. 52: RUN THENCE SOUTH 01°46'53" EAST, A DISTANCE OF 123.80 FEET, TO A POINT;
COURSE No. 53: RUN THENCE SOUTH 06°04'25" EAST, A DISTANCE OF 72.90 FEET, TO A POINT;
COURSE No. 54: RUN THENCE SOUTH 31°16'18" EAST, A DISTANCE OF 271.06 FEET, TO A POINT;
COURSE No. 55: RUN THENCE SOUTH 23°47'46" EAST, A DISTANCE OF 61.04 FEET, TO A POINT;
COURSE No. 56: RUN THENCE SOUTH 28°04'38" WEST, A DISTANCE OF 96.04 FEET, TO A POINT;
COURSE No. 57: RUN THENCE SOUTH 11°24'23" WEST, A DISTANCE OF 98.50 FEET, TO A POINT;
COURSE No. 58: RUN THENCE SOUTH 24°22'54" WEST, A DISTANCE OF 119.42 FEET, TO A POINT;
COURSE No. 59: RUN THENCE SOUTH 43°03'00" WEST, A DISTANCE OF 84.42 FEET, TO A POINT;
COURSE No. 60: RUN THENCE SOUTH 10°51'25" EAST, A DISTANCE OF 217.94 FEET, TO A POINT;
COURSE No. 61: RUN THENCE SOUTH 72°23'36" EAST, A DISTANCE OF 147.07 FEET, TO A POINT;
COURSE No. 62: RUN THENCE SOUTH 65°23'17" EAST, A DISTANCE OF 70.35 FEET, TO A POINT;
COURSE No. 63: RUN THENCE SOUTH 22°18'50" EAST, A DISTANCE OF 112.70 FEET, TO A POINT;
COURSE No. 64: RUN THENCE SOUTH 40°54'29" EAST, A DISTANCE OF 241.53 FEET, TO A POINT;
COURSE No. 65: RUN THENCE SOUTH 15°51'48" EAST, A DISTANCE OF 152.32 FEET, TO A POINT;
COURSE No. 66: RUN THENCE SOUTH 11°52'57" WEST, A DISTANCE OF 93.37 FEET, TO A POINT;

COURSE No. 67: RUN THENCE SOUTH 41°21'03" EAST, A DISTANCE OF 296.62 FEET, TO A POINT;
COURSE No. 68: RUN THENCE SOUTH 87°11'55" EAST, A DISTANCE OF 77.82 FEET, TO A POINT;
COURSE No. 69: RUN THENCE SOUTH 46°52'16" EAST, A DISTANCE OF 61.04 FEET, TO A POINT;
COURSE No. 70: RUN THENCE SOUTH 57°55'20" WEST, A DISTANCE OF 34.40 FEET, TO A POINT;
COURSE No. 71: RUN THENCE SOUTH 48°36'29" WEST, A DISTANCE OF 37.67 FEET, TO A POINT;
COURSE No. 72: RUN THENCE SOUTH 19°12'01" WEST, A DISTANCE OF 54.56 FEET, TO A POINT;
COURSE No. 73: RUN THENCE SOUTH 07°26'35" WEST, A DISTANCE OF 31.27 FEET, TO A POINT;
COURSE No. 74: RUN THENCE SOUTH 64°45'06" EAST, A DISTANCE OF 86.44 FEET, TO A POINT;
COURSE No. 75: RUN THENCE SOUTH 06°40'34" WEST, A DISTANCE OF 157.21 FEET, TO A POINT;
COURSE No. 76: RUN THENCE NORTH 65°36'31" EAST, A DISTANCE OF 31.60 FEET, TO A POINT;
COURSE No. 77: RUN THENCE SOUTH 72°21'16" EAST, A DISTANCE OF 78.88 FEET, TO A POINT;
COURSE No. 78: RUN THENCE NORTH 68°43'36" EAST, A DISTANCE OF 85.34 FEET, TO A POINT;
COURSE No. 79: RUN THENCE NORTH 70°15'54" EAST, A DISTANCE OF 69.71 FEET, TO A POINT;
COURSE No. 80: RUN THENCE NORTH 80°51'42" EAST, A DISTANCE OF 103.53 FEET, TO A POINT;
COURSE No. 81: RUN THENCE SOUTH 68°04'08" EAST, A DISTANCE OF 85.72 FEET, TO A POINT;
COURSE No. 82: RUN THENCE SOUTH 11°50'31" WEST, A DISTANCE OF 50.88 FEET, TO A POINT;
COURSE No. 83: RUN THENCE SOUTH 39°05'40" WEST, A DISTANCE OF 56.96 FEET, TO A POINT;
COURSE No. 84: RUN THENCE SOUTH 08°20'15" WEST, A DISTANCE OF 52.12 FEET, TO A POINT;
COURSE No. 85: RUN THENCE SOUTH 21°57'27" EAST, A DISTANCE OF 60.60 FEET, TO A POINT;
COURSE No. 86: RUN THENCE SOUTH 28°56'13" EAST, A DISTANCE OF 60.17 FEET, TO A POINT;
COURSE No. 87: RUN THENCE NORTH 74°16'54" EAST, A DISTANCE OF 77.08 FEET, TO A POINT;
COURSE No. 88: RUN THENCE NORTH 30°06'09" EAST, A DISTANCE OF 133.79 FEET, TO A POINT;
COURSE No. 89: RUN THENCE SOUTH 76°17'10" EAST, A DISTANCE OF 78.08 FEET, TO A POINT;
COURSE No. 90: RUN THENCE SOUTH 27°21'36" EAST, A DISTANCE OF 64.43 FEET, TO A POINT;
COURSE No. 91: RUN THENCE SOUTH 51°09'04" EAST, A DISTANCE OF 80.47 FEET, TO A POINT;
COURSE No. 92: RUN THENCE SOUTH 65°04'55" EAST, A DISTANCE OF 77.67 FEET, TO A POINT;
COURSE No. 93: RUN THENCE SOUTH 69°55'43" EAST, A DISTANCE OF 80.58 FEET, TO A POINT;
COURSE No. 94: RUN THENCE SOUTH 48°12'30" EAST, A DISTANCE OF 69.24 FEET, TO A POINT;
COURSE No. 95: RUN THENCE SOUTH 57°06'39" EAST, A DISTANCE OF 101.06 FEET, TO A POINT;

COURSE No. 96: RUN THENCE SOUTH 51°32'08" EAST, A DISTANCE OF 121.75 FEET, TO A POINT;

COURSE No. 97: RUN THENCE SOUTH 31°35'22" EAST, A DISTANCE OF 96.89 FEET, TO A POINT;

COURSE No. 98: RUN THENCE NORTH 79°48'02" EAST, A DISTANCE OF 235.69 FEET, TO A POINT, LYING ON THE WEST LINE OF SECTION 23, (AND ALSO BEING THE EAST LINE OF SECTION 22); RUN THENCE SOUTH 01°28'44" EAST, ALONG THE WEST LINE OF SAID SECTION 23, (AND ALSO BEING THE EAST LINE OF SECTION 22), A DISTANCE OF 931.87 FEET, TO THE MONUMENTED NORTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 418, PAGE 663, AND OFFICIAL RECORDS BOOK 452, PAGE 194 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE SOUTH 89°16'00" WEST, ALONG THE NORTH LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 418, PAGE 663, AND OFFICIAL RECORDS BOOK 452, PAGE 194 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1,902.36 FEET, TO THE NORTHWEST CORNER OF LAST SAID LANDS; RUN THENCE SOUTH 01°28'44" EAST, ALONG THE WEST LINE OF LAST SAID LANDS, A DISTANCE OF 1,316.48 FEET, TO THE SOUTHWEST CORNER OF LAST SAID LANDS; RUN THENCE SOUTH 89°16'00" WEST, A DISTANCE OF 100.00 FEET, TO A POINT; RUN THENCE SOUTH 34°01'07" WEST, A DISTANCE OF 1,331.30 FEET, TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF GREENBRIAR ROAD, A VARIABLE WIDTH PUBLIC ROAD RIGHT OF WAY, AS PER RIGHT-OF-WAY MAP PREPARED BY THE ST. JOHNS COUNTY SURVEYING AND MAPPING PROGRAM, DATED APRIL 19, 1999, (AND ALSO KNOWN AS OR FORMERLY KNOWN AS COUNTY ROAD No. 11 AND/OR BOMBING RANGE ROAD), AND AS PER THAT DEED OF DEDICATION RIGHT-OF-WAY, POND SITE, EASEMENTS TO ST. JOHNS COUNTY, RECORDED IN OFFICIAL RECORDS BOOK 5388, PAGE 202 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, RUN THENCE, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF GREENBRIAR ROAD, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE NORTH 77°16'51" WEST, A DISTANCE OF 27.29 FEET, TO A POINT;

COURSE No. 2 RUN THENCE SOUTH 12°48'24" WEST, A DISTANCE OF 27.70 FEET, TO A POINT;

COURSE No. 3: RUN THENCE NORTH 77°11'36" WEST, A DISTANCE OF 3,107.33 FEET, TO A POINT ON THE AFORESAID WEST LINE OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 27 EAST, (AND ALSO BEING THE EAST LINE OF THE FRANCIS P. FATIO GRANT, SECTION 39), AND THE POINT OF BEGINNING.

LESS AND EXCEPT THOSE LANDS DESCRIBED IN THAT SPECIAL WARRANTY DEED FROM NORRISTOWN PROPERTIES, INC. TO ST. JOHNS COUNTY, PARCEL 8A (Revised), AS RECORDED IN OFFICIAL RECORDS BOOK 1404, PAGE 199 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

THE LANDS THUS DESCRIBED CONTAINS 56,826,027 SQUARE FEET, OR 1,304.54 ACRES, MORE OR LESS, IN AREA.

Exhibit B

Fiscal Year 2024/2025 Budget

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
ADOPTED BUDGET
FISCAL YEAR 2025**

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
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**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Adopted Budget
REVENUES	
Landowner contribution	98,790
Total revenues	<u>98,790</u>
EXPENDITURES	
Professional & administrative	
Management/accounting/recording**	48,000
Legal	25,000
Engineering	2,000
Audit	5,500
Arbitrage rebate calculation*	500
Dissemination agent*	2,000
Trustee*	5,500
Telephone	200
Postage	500
Printing & binding	500
Legal advertising	1,750
Annual special district fee	175
Insurance	5,500
Contingencies/bank charges	750
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u>98,790</u>
Excess/(deficiency) of revenues over/(under) expenditures	-
Fund balance - beginning (unaudited)	-
Fund balance - ending (projected)	
Assigned	
Working capital	-
Unassigned	-
Fund balance - ending	<u><u>\$ -</u></u>

*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 48,000
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Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal	25,000
-------	--------

General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering	2,000
-------------	-------

The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Audit	5,500
-------	-------

Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation*	500
-------------------------------	-----

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent*	2,000
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The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.

Trustee*	5,500
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Telephone	200
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Postage	500
---------	-----

Telephone and fax machine.

Printing & binding	500
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Mailing of agenda packages, overnight deliveries, correspondence, etc.

Legal advertising	1,750
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Letterhead, envelopes, copies, agenda packages

Annual special district fee	175
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The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

Insurance	5,500
-----------	-------

Annual fee paid to the Florida Department of Economic Opportunity.

Contingencies/bank charges	750
----------------------------	-----

Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance	705
-------------------------------	-----

Website ADA compliance	210
------------------------	-----

Total expenditures	\$ 98,790
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*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

6

MEMORANDUM

TO: Board of Supervisors
Greenbriar CDD

FROM: Michael C. Eckert

DATE: April 2025

RE: Direct Purchase of Materials – Florida Sales and Use Tax

The following describes information on how a governmental entity, including the Greenbriar Community Development District (“District”), can save sales and use tax on construction contracts by structuring the contract to provide for the direct purchase of materials by the district. This memorandum details the approach for avoiding sales tax that has been recognized repeatedly by the Florida Department of Revenue (“FDOR”) as acceptable and legal under existing law. Finally, the memorandum sets forth the potential liability if the requirements are not met.

Sales Tax Exemption for Sales to Government

Section 212.08(6), Florida Statutes, provides a general exemption for “sales” of tangible personal property to certain governmental entities. The FDOR has adopted Rule 12A-1.094, Florida Administrative Code, which provides for application of sales and use tax on materials used in a public works project. Subsection (3) of the rule recognizes that the purchase or manufacture of tangible personal property for resale to a “governmental body” generally is exempt. It provides that certain criteria will govern the status of the tangible personal property prior to its affixation to real property when determining whether a governmental entity rather than a contractor is the purchaser of materials. Such criteria are summarized below:

1. The governmental entity must execute the purchase orders for the tangible personal property involved in the contract to the materials vendors. The contractor may present the governmental entity’s purchase orders to the vendors of the tangible personal property;
2. The governmental entity must acquire title to and assume liability for tangible personal property at the point in time when it is delivered to the job site;
3. Vendors must directly invoice the governmental entity for supplies
4. The governmental entity must directly pay the vendors for the tangible personal property;

5. The governmental entity must assume all risk of loss or damage for the tangible personal property involved in the contract, as indicated by the entity's acquisition of, or inclusion as the insured party under, insurance on the building materials; and
6. The governmental entity must issue a Certificate of Entitlement with each purchase order, along with a copy of its Certificate of Exemption, to each vendor, as well as to the contractor. The governmental entity is responsible for payment of tax, penalty, and interest on any purchase that are not found to be in compliance with the procedures for tax-exempt direct purchase of materials.

Steps to Ensure Direct Purchases Comply with Florida Requirements

To ensure direct purchases are compliant with Florida law proceed accordingly:

1. Verify the direct purchases are pursuant to an agreement between the District and contractor.
2. District executes purchase orders which are in the name of the District (see form attached hereto as "**Exhibit A**"). The chairman or purchasing agent (District Manager or District Engineer) may execute purchase orders after being designated as the purchasing agent by resolution of the District's Board of Supervisors.
3. At the time purchase orders are executed, District shall issue a Certificate of Entitlement (see form attached hereto as "**Exhibit B**"), and shall attach, along with a copy of its Consumer's Certificate of Exemption, to each purchase order. The District's Purchasing Agenda, either the District Manager or District Engineer, shall issue the Certificate of Entitlement. District shall retain one copy for its records, and submit copies of the Purchase Order, Certificate of Entitlement, and Consumer's Certificate of Exemption to each vendor and contractor.
4. Vendors directly invoice the District. Such invoices shall have the District's name and address on the first page.
5. District directly pays the Vendors.
6. The District must assume all risk of loss or damage for the supplies. This assumption of risk of loss is best demonstrated by the District's purchase of, or inclusion as the insured party under, insurance on the building materials.

Exhibit A
FORM OF PURCHASE ORDER AGREEMENT (“ORDER”)

Purchase Order No.: _____

“Owner”

“Seller”

Owner:		Seller:	
Address:		Address:	
Phone:		Phone:	
Fax:		Fax:	

“Project”

Project Name:		Contract Date:	
Project Address:			

DESCRIPTION OF GOODS OR SERVICES – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing **[INSERT DESCRIPTION OF GOODS]** (“Goods”), which shall be incorporated into the District’s **[INSERT DESCRIPTION OF PROJECT]** (“Master Project”).

SCHEDULE – Goods shall be produced and delivered to the Project Address indicated above on or before **[INSERT DELIVERY DATE]** (“Schedule”)

PRICE – The Goods shall be priced at **\$[INSERT PRICE]**.

DISTRICT TAX EXEMPT CERT. #**[INSERT #]**

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto together with all of the exhibits, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Greenbriar Community Development District		
Owner		Seller
By:		By:
Name:		Name:
Title:		Title:
Date Executed:		Date Executed:

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 25 days of receipt of a proper invoice for construction Goods and 45 days of receipt of a proper invoice for non-construction Goods, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq. of the Florida Statutes. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, shall be fit for use in the Master Project, and shall conform to the specifications set forth in **Exhibit A**. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless,

and defend Owner, **INSERT DISTRICT ENGINEER AND DEVELOPER** and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, consultants, agents, subcontractors, and employees of each and any of all of the foregoing entities and individuals (together, “**Indemnitees**”) from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.

8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers’ Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.

The policies required in subparagraphs (a) and (c) above shall name as additional insureds the following: Owner, **INSERT DISTRICT ENGINEER AND DEVELOPER** and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, consultants, agents, subcontractors and employees. Upon execution of this Order and 15 days prior to the renewal of any of the required insurance, Seller shall furnish Owner with certificates of insurance, and endorsements, evidencing that all insurance required hereunder is in full force and effect, if requested by Owner. All required insurance shall provide 30 days advance written notice to Owner of any cancellation or reduction in coverage.

9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner’s limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner’s right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties

with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.

13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void. Seller shall not subcontract this Order without the prior written consent of Owner. Owner may assign this Order to any transferee of the Project, and upon such transferee's assumption of the obligations of Owner hereunder, Owner shall thereafter be released from any obligations accruing pursuant to this Order.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.

22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and **Exhibit A**, this document shall control.

EXHIBIT A: Specifications

Exhibit B
FORM OF CERTIFICATE OF ENTITLEMENT
CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Greenbriar Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with _____ (Name of Contractor) for the construction of _____.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to

conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

_____	_____
Signature of Authorized Representative	Title

_____	_____
Purchaser's Name (Print or Type)	Date

Federal Employer Identification Number: _____

Telephone Number:

You must attach a copy of the Purchase Order and District's Consumer's Certificate of Exemption to this Certificate of Entitlement and send a copy to each vendor and contractor. District shall retain one copy for its records. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

6A

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Greenbriar Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the District Board of Supervisors (the "Board"), upon recommendation of the District Engineer, has adopted or will adopt an improvement plan for the construction and installation of certain infrastructure improvements within the District (the "Improvements"); and

WHEREAS, the District has or will enter into various construction contracts for the construction and installation of the Improvements (the "Construction Contracts"); and

WHEREAS, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

SECTION 1. The District Engineer, the District Manager or another individual as shall be appointed by the Board (the "Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

SECTION 2. The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

SECTION 3. The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

SECTION 4. Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the District Engineer's agreement with the District.

SECTION 5. The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the District's Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

SECTION 6. The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

SECTION 7. The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

SECTION 8. The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts,

including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's Chairman, Vice Chair in the Chairman's absence, and/or the Board, and are hereby ratified, approved and confirmed all respects.

SECTION 9. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 10. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 12th day of June, 2025.

ATTEST:

**GREENBRIAR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

Work Authorization

_____, 2025

Board of Supervisors
Greenbriar Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Subject: **Work Authorization Number ____**
Greenbriar Community Development District

Dear Chairman, Board of Supervisors:

_____ (the "Engineer") is pleased to submit this work authorization to provide engineering services for the Greenbriar Community Development District (the "District"). We will provide these services pursuant to our current agreement dated _____ (the "Engineering Agreement") as follows:

I. Scope of Work

The Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

II. Compensation

The Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

III. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

Sincerely,

By:

Authorized Representative of District

Date:

By: _____

COMPOSITE EXHIBIT B

PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to the Greenbriar Community Development District (the "OWNER") a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Owner Purchased Materials on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials

in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Owner Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Owner Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Owner Purchased Materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard ten (10%) percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to,

verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the 15th and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site(s) during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

3. Quantity needed as estimated by CONTRACTOR. _____

4. The price quoted by the supplier for the construction materials identified above.
\$ _____

5. The sales tax associated with the price quote. \$ _____

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER: Greenbriar Community Development District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 2

PURCHASE ORDER

1. **SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED**_____, **20**__.
2. Greenbriar Community Development District State of Florida sales tax exemption certificate number: _____

Greenbriar Community Development District is the Purchaser of the construction materials purchased pursuant to this Purchase Order. Supplier shall provide for the required shipping and handling insurance cost for delivery of the construction materials by the delivery date specified in this Purchase Order.

OWNER: Greenbriar Community Development District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 3

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Greenbriar Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____, 20__ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract # _____ with _____ (Name of Contractor) for the construction of _____.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative
of Governmental Entity

Title

Greenbriar Community Development District

Purchaser's Name

Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records.

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

7

MEMORANDUM

TO: Ernesto Torres, District Manager
Peter Ma, District Engineer
Greenbriar Community Development District (“District”)

FROM: Michael C. Eckert and Kate V. John, Kutak Rock LLP

DATE: May 27, 2025

RE: Requirement for Written Notice to Developer Regarding Oversizing Items of Work Costs

Overview

This memorandum serves to alert you to the requirement stated in Section 3.1 of the *Agreement Between the Greenbriar Community Development District and Greenbriar Property Holdings, LLC, Relating to Oversizing of Infrastructure and the Sale of Impact Fee Credits (Phase 1)* (“**Agreement**”).

Requirement

Pursuant to Section 3.1 of the Agreement, the Developer shall pay all the costs of Oversizing of Items of Work that are not funded from the proceeds of the sale of the Credits. The District must provide the Developer with a written notice concerning the District Engineer’s determination of costs incurred that are attributable to the cost of the Oversizing Items of the Work. See Section 3.1 of the Agreement:

“*Cost Allocation.* Developer shall pay all of the costs of Oversizing Items of Work that are not funded from the proceeds of the sale of the Credits pursuant to Section 5 below. Payment shall be made in accordance with Sections 4, 5 and 6 hereof. The District’s engineer, currently England, Thims and Miller, Inc., and any successor engineer for the District (“**District Engineer**”) shall initially determine the amount of costs incurred that are attributable to the Oversizing Items of Work. The District shall provide the Developer with written notice of the District Engineer’s determination of the amount of costs incurred that are attributable to the Oversizing Items of Work.”

Action Needed

In accordance with Section 3.1 of the Agreement, please ensure that the District Engineer provides the initial determination of the costs incurred that are attributable to the Oversizing Items of Work. Then prepare the necessary written notice (precisely communicating the amount of costs as determined by the District Engineer) and deliver the written notice to the Developer in accordance with the stipulations of the Agreement.

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Greenbriar Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 12th day of June, 2025.

ATTEST:

**GREENBRIAR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **06/12/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
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_____	_____

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025; RATIFYING, CONFIRMING AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025; AND DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Greenbriar Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District is authorized to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure and other infrastructure projects and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the District, on January 15, 2025, executed a Bond Purchase Agreement, agreeing to the sale of its \$11,450,000 Greenbriar Community Development District Special Assessment Revenue Bonds, Series 2025 (the “**Series 2025 Bonds**”), at the terms and conditions provided therein; and

WHEREAS, the District has previously considered and adopted a number of resolutions relating to the issuance of the Series 2025 Bonds and the imposition of special assessments securing the Series 2025 Bonds, including, but not limited to, Resolution Nos. 2024-28, 2024-39, 2024-26, 2024-27, 2024-31, and 2025-03; and

WHEREAS, the District, on January 29, 2025, closed on the sale of its Series 2025 Bonds; and

WHEREAS, as prerequisites to the issuance of the Series 2025 Bonds, the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and District Staff, including the District Manager, District Assessment Consultant, District Engineer, and District Counsel, were required to execute and deliver various documents including, but not limited to: a Master Trust Indenture; a First Supplemental Trust Indenture; a Bond Purchase Agreement; a Preliminary Limited Offering Memorandum; a Limited Offering Memorandum; a specimen of the Series 2025 Bonds; a Certificate of the District Engineer; a Certificate of the District Manager and Assessment Consultant to the District; an Order to Authenticate and Deliver the Series 2025 Bonds; a

Supplemental Engineer's report No. 1, dated June 19, 2024; a Final First Supplemental Special Assessment Methodology Report, dated January 15, 2025; a Continuing Disclosure Agreement between the District, Greenbriar Property Holdings, LLC, a Delaware limited liability company (the "**Developer**"), and a Wrathell, Hunt & Associates, LLC, as dissemination agent; an Acquisition Agreement (Phase 1/Assessment Area One) between the District and Developer; a Completion Agreement (Phase 1/Assessment Area One) between the District and Developer; a True-Up Agreement (Phase 1/Assessment Area One) between the District and Developer; a Collateral Assignment and Assumption of Development Rights (Series 2025 Bonds – Phase 1/Assessment Area One) between the District and Developer; a Declaration of Consent to Jurisdiction of the District and to Imposition of Debt Special Assessments between the District and Developer; a Notice of Series 2025 Special Assessments (Assessment Area One); an opinion of counsel to the District; and Internal Revenue Service Form 8038-G (collectively, the "**Closing Documents**"); and

WHEREAS, the District finds that the sale, closing, and issuance of the Series 2025 Bonds was in the best interests of the District, and the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and District Staff in closing the issuance of the Series 2025 Bonds; and

WHEREAS, the District has incurred certain expenses in finalizing the sale, closing, and issuance of the Series 2025 Bonds, the costs of which are not to exceed those reflected in **Exhibit A** attached hereto (the "**Costs of Issuance**"); and

WHEREAS, the District finds the expenses incurred in finalizing the closing and issuance of the Series 2025 Bonds to be reasonable and in the best interests of the District, and the District desires to ratify payments made in relation to the closing and issuance of the Series 2025 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2025 Bonds and the adoption of resolutions relating to the Series 2025 Bonds under the terms and conditions set forth therein serve a public purpose and are in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 2. The resolutions levying and imposing the special assessments securing the Series 2025 Bonds remain in full force and effect and are hereby ratified and confirmed in all respects.

SECTION 3. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2025 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on January 29, 2025, are hereby ratified, approved, and confirmed in all respects. Copies of the Closing Documents are included

in the Series 2025 Bond transcript on file at the District Manager's Office located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Said documents are specifically ratified, confirmed, and approved in all respects.

SECTION 4. The Costs of Issuance listed in **Exhibit A** to this Resolution reflects reasonable, not to exceed costs incurred by the District in finalizing the sale, closing, and issuance of the Series 2025 Bonds necessary for financing the installation and construction of District infrastructure. Pursuant to the First Supplemental Trust Indenture for the Series 2025 Bonds, any remaining balance in the Series 2025 Costs of Issuance Account will be transferred to the Series 2025 Interest Account on or around six (6) months from the date of issuance of the Series 2025 Bonds. The costs reflected in **Exhibit A** are hereby ratified, confirmed, and approved.

SECTION 5. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution or any part of this Resolution not held to be invalid or unenforceable.

SECTION 6. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 12th day of June, 2025.

ATTEST:

**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

COST OF ISSUANCE

Greenbriar Community Development District
Special Assessment Revenue Bonds, Series 2025 (Assessment Area One)

Cost of Issuance	\$/1000	Amount
Bond Counsel	5.32751	61,000.00
District Counsel	4.58515	52,500.00
Underwriter's Counsel	4.71616	54,000.00
District Manager - AM	3.99913	45,790.00
Trustee and Counsel	1.06332	12,175.00
Printing	0.15284	1,750.00
Dissemination Services	0.30568	3,500.00
	20.14978	230,715.00

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2025-10

A RESOLUTION OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING RESOLUTION 2024-31 TO PROVIDE FOR THE RELEASE OF THE MASTER ASSESSMENT LIEN ON PROPERTY DEMONSTRATED TO BE NONDEVELOPABLE; PROVIDING FOR THE RECORDING OF RELEASES OF ASSESSMENT LIENS ON DEMONSTRATED NONDEVELOPABLE PROPERTY; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Greenbriar Community Development District (the “District”) previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors (“Board”) noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

A. The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

B. The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct road right-of-ways and improvements, water and waste water, utilities, stormwater systems, recreational improvements, conservation and mitigation areas, wildlife habitat and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

C. The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue Special Assessment Bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

D. On March 12, 2024, the Board adopted Resolution 2024-31 entitled “A RESOLUTION OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATIONS AND/OR GOVERNMENTAL ENTITIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE” (“Master Assessment Resolution”).

E. On January 22, 2025, the Board supplemented the Master Assessment Resolution with the adoption of Resolution 2025-03 entitled “A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT’S SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025; CONFIRMING THE DISTRICT’S PROVISION OF INFRASTRUCTURE IMPROVEMENTS; CONFIRMING AND ADOPTING THE SUPPLEMENTAL ENGINEER’S REPORT; CONFIRMING AND ADOPTING SERIES 2025 SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2025 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2025 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE” (“Supplemental Assessment Resolution”).

F. Whereas, the Master Assessment Resolution, as supplemented, is intended to ensure that assessments are ultimately only levied on developable property, and to ensure that assessments are ultimately not levied on nondevelopable property.

G. In order for the Project to receive permits and development approvals, there is a need from time to time for there to be designations of real property as nondevelopable and to remove lien of the Master Assessment Resolution, as supplemented, from such property.

SECTION 3. RELEASE OF DEBT SERVICE ASSESSMENT LIEN ON NONDEVELOPABLE PROPERTY. If a landowner demonstrates to the satisfaction of the Board, as evidenced by a Board resolution or motion, that a parcel, or portion thereof, of real property within the District is nondevelopable, the assessment lien imposed on such property by the Master Assessment Resolution, as supplemented, is thereby released. The property identified in **Exhibit A**, which represents a portion of Parcel Identification Number 099200012 (“Property”), is not, and is not intended to be, developed with residential or commercial development. Should the Property be developed with residential or commercial development in the future, such assessment lien may be reimposed.

SECTION 4. RECORDING OF RELEASES OF DEBT SERVICE ASSESSMENT LIEN. For any property which the Board has designated as nondevelopable under Section 3 above, the District's Secretary is hereby directed to record a release of lien, in a form substantially similar to that as attached at **Exhibit B**, in the Official Records of St. Johns County, Florida for such property.

SECTION 5. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 6. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 12th day of June, 2025.

ATTEST:

**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

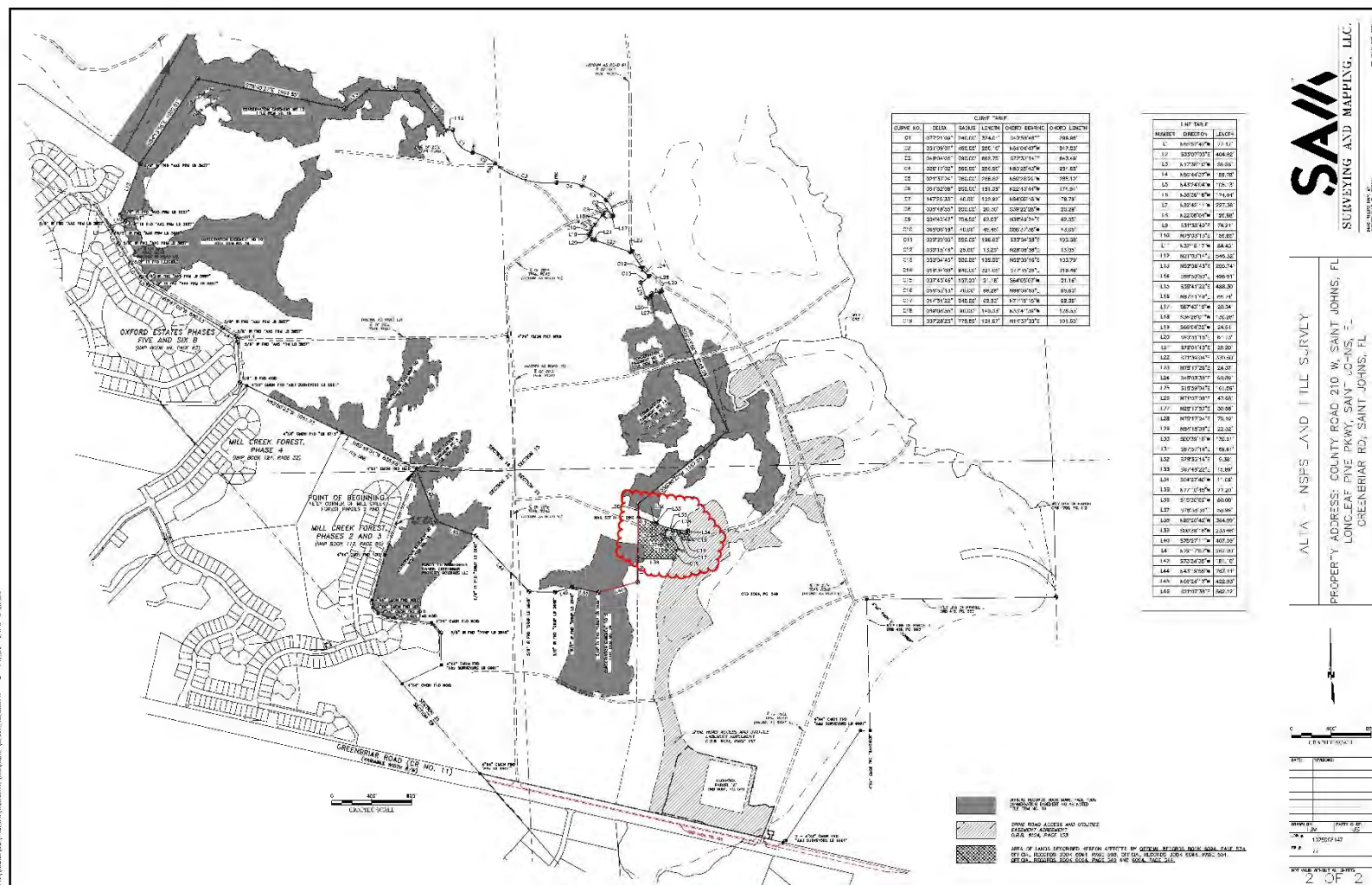
Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: *Description of Property*

Exhibit B: *Form of Release of Lien*

Description of Property



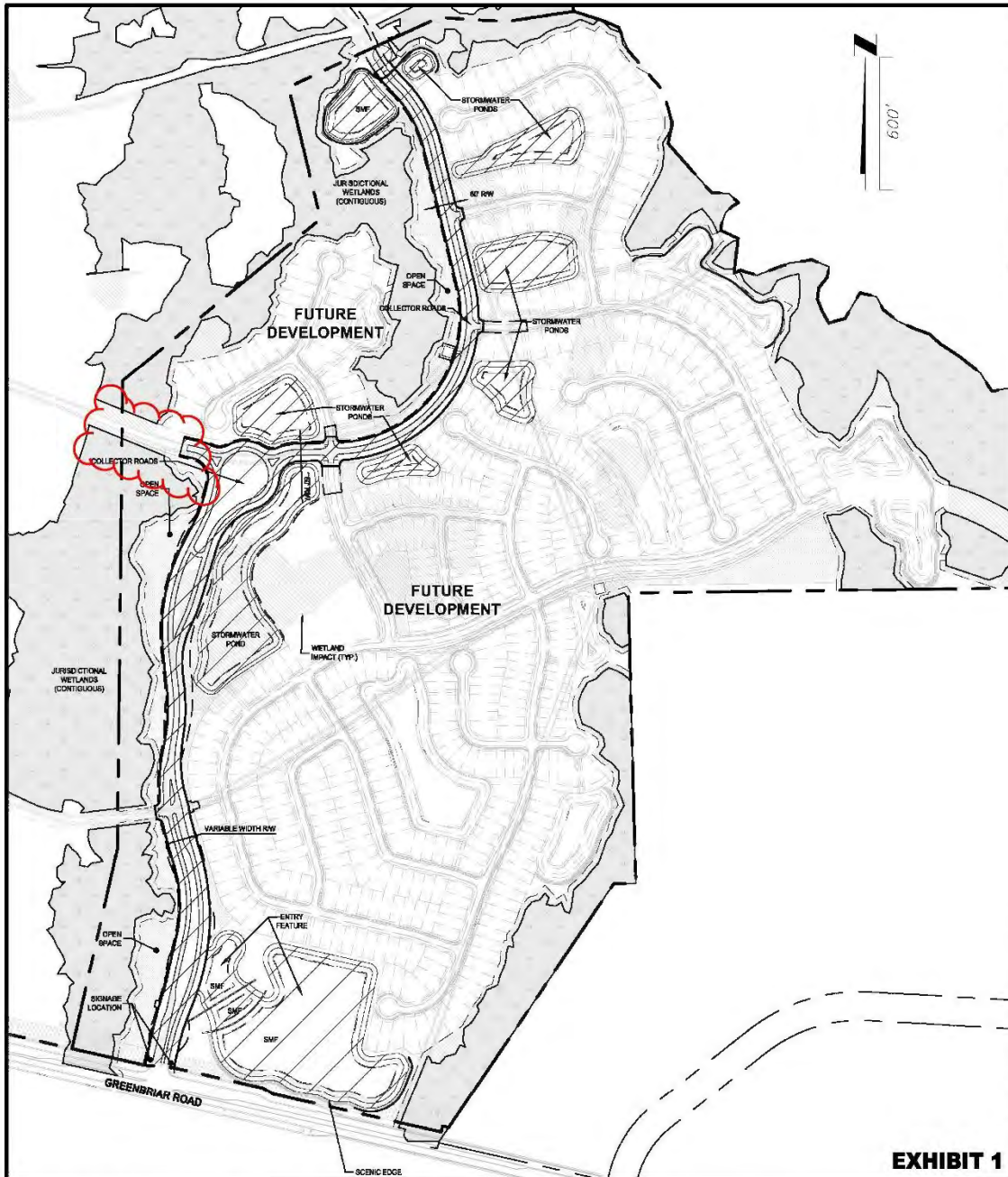


EXHIBIT 1

ETM
ENGLAND-THIMS & MILLER

14775 Old St. Augustine Rd., Jacksonville, FL 32258
 TEL: (904) 642-8990 www.englishmiller.com
 REG - 00002584 LC - 0000316

COLLECTOR ROADS

GREENBRIAR CCD

ETM NO. 20-250-09

DRAWN BY: CWD

DATE: 6/14/24

DRAWING NO. 1

PLOTTED: June 14, 2024 - 11:03 AM BY: Cory Daugherty

T:\2020\20-250-09-20-250-09 (CDD)\LandDev\Design\PS\20-250-09 - CDD-Collector Roads.dwg

EXHIBIT B
Form of Release of Lien

**This Instrument Prepared by
and return to:**

Michael C. Eckert
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, FL 32301

**NOTICE OF PARTIAL RELEASE OF LIEN
OF MASTER ASSESSMENTS AND SERIES 2025 SPECIAL ASSESSMENTS**

PLEASE TAKE NOTICE that before me, the undersigned authority, personally appeared Craig Wrathell, who, being duly sworn, states that he is the Secretary of the lienor herein, the Greenbriar Community Development District, a local unit of special purpose government (the “**District**”), whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The undersigned affirms that the District’s \$11,450,000 Greenbriar Community Development District (St. Johns County, Florida) Special Assessment Revenue Bonds, Series 2025 (Assessment Area One) (the “**Bonds**”) are secured by assessments (the “**2025 Assessments**”) levied against the real property described in **Exhibit A** attached hereto and incorporated herein, which real property is commonly referred to as “Assessment Area One”. The property described on **Exhibit B** attached hereto and incorporated herein (the “**Released Property**”) is part of Assessment Area One.

The Released property is not, and is not intended to be, developed with residential or commercial development, or in a manner that would otherwise subject it to the 2025 Assessments (“**Assessable Use**”). As a result, the Released Property is not, and as long as the Released Property is not developed with an Assessable Use, shall not be encumbered by the 2025 Assessments and is hereby released from the following recorded documents: *Greenbriar Community Development*

District's Notice of Special Assessments and Government Lien of Record, as set out in instrument recorded on March 27, 2024 in Official Records Book 5922, page 28; and *Greenbriar Community Development District Notice of Series 2025 Assessments (Assessment Area One)*, as set out in instrument recorded February 6, 2025 in Official Records Book 6094, page 565. Additionally, for as long as the Released Property is not developed with an Assessable Use, the District shall not levy any special assessments, including, but not limited to operation and maintenance or debt assessments, against the Released Property.

This Partial Release relates to only the Released Property and shall not affect 2025 Assessments levied against other property within the District or the lien of any other operation and maintenance assessments or debt assessments levied against property within the District.

[signature contained on following page]

EXECUTED this ____ day of _____, 2025.

**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Craig Wrathell, Secretary
Greenbriar Community Development District
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

STATE OF FLORIDA)
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Craig Wrathell, Secretary of the Greenbriar Community Development District, a special-purpose unit of local government created pursuant to and governed by Chapter 190, *Florida Statutes*, organized under the laws of the State of Florida, and he acknowledged before me that he executed the foregoing as such in the name and on behalf of the Greenbriar Community Development District. He is personally known to me or has produced _____ as identification and did not take an oath.

WITNESS my hand and official seal in the State and County aforesaid this ____ day of _____, 2025.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

Exhibit A Assessment Area One



SURVEYING & MAPPING

#4775 Old St. Augustine Road, Jacksonville, Florida 32256
etmnc.com | 904.642.8660

June 28, 2024
Page 1 of 2

Work Order No. 22-388.04
File No. 129A-05.04A

BTI Greenbriar Phase I

A portion of Sections 15 and 22, Township 5 South, Range 27 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 5685, page 1522, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly corner of Mill Creek Forest Phases 2 and 3, as recorded in Map Book 112, page 86, of said Public Records, said corner lying on the Northerly right of way line of Greenbriar Road, a variable width right of way as presently established; thence South 77°11'41" East, along said Northerly right of way line, 1388.75 feet to the Point of Beginning.

From said Point of Beginning, thence North 12°49'39" East, departing said Northerly right of way line, 923.32 feet; thence North 00°39'18" East, 2121.30 feet; thence North 50°40'22" East, 1157.85 feet; thence North 13°33'41" West, 617.02 feet; thence North 65°17'46" East, 750.46 feet; thence South 86°23'54" East, 304.53 feet; thence North 81°21'21" East, 309.80 feet to a point lying on the Westerly line of Parcel I, as described and recorded in Official Records Book 1700, page 112, of said Public Records; thence Southerly, along said Westerly line, the following 38 courses: Course 1, thence South 72°23'50" East, 147.07 feet; Course 2, thence South 65°23'31" East, 70.35 feet; Course 3, thence South 22°19'04" East, 112.70 feet; Course 4, thence South 40°54'43" East, 241.53 feet; Course 5, thence South 15°52'02" East, 152.32 feet; Course 6, thence South 11°52'43" West, 93.37 feet; Course 7, thence South 41°21'17" East, 296.62 feet; Course 8, thence South 87°12'09" East, 77.82 feet; Course 9, thence South 46°52'30" East, 61.04 feet; Course 10, thence South 57°55'06" West, 34.40 feet; Course 11, thence South 48°36'15" West, 37.67 feet; Course 12, thence South 19°11'47" West, 54.56 feet; Course 13, thence South 07°26'21" West, 31.27 feet; Course 14, thence South 64°45'20" East, 86.44 feet; Course 15, thence South 06°40'20" West, 157.21 feet; Course 16, thence North 65°36'17" East, 31.60 feet; Course 17, thence South 72°21'30" East, 78.88 feet; Course 18, thence North 68°43'22" East, 85.34 feet; Course 19, thence North 70°15'40" East, 69.71 feet; Course 20, thence North 80°51'28" East, 103.53 feet; Course 21, thence South 68°04'22" East, 85.72 feet; Course 22, thence South 11°50'17" West, 50.88 feet; Course 23, thence South 39°05'26" West, 56.96 feet; Course 24, thence South 08°20'01" West, 52.12 feet; Course 25, thence South 21°57'41" East, 60.60 feet; Course 26, thence South 28°56'27" East, 60.17 feet; Course 27, thence North 74°16'40" East, 77.08 feet; Course 28, thence North 30°05'55" East, 133.79 feet; Course 29, thence South 76°17'24" East, 78.08 feet; Course 30, thence South 27°21'50" East, 64.43 feet; Course 31, thence South 51°09'18" East, 80.47 feet; Course 32, thence South 65°05'09" East, 77.67 feet; Course 33, thence South 69°55'57" East, 80.58 feet; Course 34, thence South 48°12'44" East, 69.24 feet; Course 35, thence South 57°06'53" East, 101.06 feet; Course 36, thence South 51°32'22" East, 121.75 feet; Course 37, thence South 31°35'36" East, 96.89 feet; Course 38, thence North 79°58'51" East, 94.03 feet; thence South 10°11'14" East, departing said

Jackie Peltz | Brandon | Diamond Belcher

BTI Greenbriar Phase 1

Westerly line, 659.67 feet; thence South $10^{\circ}19'36''$ East, 261.13 feet to the Northeasterly corner of those lands described and recorded in Official Records Book 418, page 663, of said Public Records; thence South $89^{\circ}15'46''$ West, along the Northerly line of last said lands, 1902.36 feet to the Northwestern corner thereof; thence South $01^{\circ}28'58''$ East, along the Westerly line of last said lands, 1316.48 feet to the Southwesterly corner thereof, said corner lying on the boundary line of said Official Records Book 5685, page 1522; thence South $89^{\circ}15'46''$ West, along said boundary line, 100.00 feet; thence South $34^{\circ}00'53''$ West, continuing along said boundary line, 1331.30 feet to a point lying on said Northerly right of way line of Greenbriar Road; thence along said Northerly right of way line the following 3 courses: Course 1, thence North $77^{\circ}17'05''$ West, 27.29 feet; Course 2, thence South $12^{\circ}48'10''$ West, 27.70 feet; Course 3, thence North $77^{\circ}11'41''$ West, 1718.55 feet to the Point of Beginning.

Less and Except from the above-described lands the following:

Exception Parcel "A"

A portion of Section 22, Township 5 South, Range 27 East, St. Johns County, Florida, being the same as Parcel 8A(Revised), described and recorded in Official Records Book 1404, page 199, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly corner of Mill Creek Forest Phases 2 and 3, as recorded in Map Book 112, page 86, of said Public Records, said corner lying on the Northerly right of way line of Greenbriar Road, a variable width right of way as presently established; thence South $77^{\circ}11'41''$ East, along said Northerly right of way line, 2208.41 feet; thence North $12^{\circ}48'09''$ East, departing said Northerly right of way line, 191.66 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $12^{\circ}48'09''$ East, 463.84 feet; thence South $77^{\circ}10'29''$ East, 436.00 feet; thence South $12^{\circ}48'10''$ West, 463.84 feet; thence North $77^{\circ}10'29''$ West, 436.00 feet to the Point of Beginning.

Containing 281.09 acres, more or less.

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

11



BAKER DIVISION

May 16, 2025

Mr. Eric Lavoie
BTI Partners
4900 Bridge Street
Tampa, FL. 33611

Greenbriar Widening – Pinewalk Signalization

Mr. Lavoie,

Attached you will find our proposal for the above-mentioned project based on plans from ETM dated February 2025. Below you will find specific information and clarifications for the assumptions and exclusions that we have considered in the preparation of this estimate. Please review them closely.

Assumptions/Exclusions:

- This proposal is based on a unit price proposal based on estimated quantities.
- The proposal assumes all drilled shafts will be completed during daytime operations.
- Testing by others.
- Our proposal requires an additional 30-days of contract time. The potential exists for more time depending on the actual procurement time required for signalization materials.
- One-year warranty included.
- Please don't assume that anything not specifically listed in the scope of work or schedule of values is included in the budgetary pricing.

We appreciate this opportunity to provide this pricing for your project. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

C.W. MATTHEWS CONTRACTING CO., INC.
BAKER DIVISION

Jim Zenone

Jim Zenone
Sr. Estimator

C.W. Matthews **CONTRACTING CO.**

BAKER DIVISION

BID PROPOSAL

05/16/2025

QUOTE Eric Lavoie
TO BTI PARTNERS

JOB	LOCATION	START DATE
24FL040CO - PINEWALK SIGNALIZATION - GREENBRIAR RD		

ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
5	SURVEY	1.000	LS	\$6,476.87	\$6,476.87
8	BOND 0.72%	1.000	LS	\$6,246.35	\$6,246.35
10	MAINTENANCE OF TRAFFIC	1.000	LS	\$35,357.04	\$35,357.04
12	POLICE OFFICER	1.000	LS	\$3,393.83	\$3,393.83
15	TESTING	1.000	LS	\$9,050.21	\$9,050.21
20	MOBILIZATION	1.000	LS	\$42,564.60	\$42,564.60
25	LOCATES & POTHOLING	1.000	LS	\$6,364.11	\$6,364.11
30	CONDUIT, F&I, OPEN TRENCH	2,275.000	LF	\$ 23.76	\$54,054.00
40	CONDUIT, F&I, DIRECTIONAL BORE	420.000	LF	\$ 49.78	\$20,907.60
50	CONDUIT, F&I, ABOVEGROUND	15.000	LF	\$ 56.56	\$ 848.40
60	SIGNAL CABLE - NEW OR RECONSTRUCTION INTERS, F&I	1.000	INT	\$23,756.81	\$23,756.81
70	FIBER OPTIC CABLE LOCATOR	365.000	EADY	\$ 226.26	\$82,584.90
80	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS	2,780.000	LF	\$ 9.62	\$26,743.60
100	FIBER OPTIC CONNECTION, INSTALL, SPLICE	24.000	EA	\$ 118.78	\$2,850.72
110	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	48.000	EA	\$ 152.72	\$7,330.56
120	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCL	2.000	EA	\$1,889.23	\$3,778.46
130	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	2.000	EA	\$ 96.16	\$ 192.32
140	FIBER OPTIC CONNECTION HARDWARE, F&I BUFFERTUBE	2.000	EA	\$ 130.10	\$ 260.20
150	FIBER OPTIC CONNECTION HARDWARE, F&I PATCH PANEL	2.000	EA	\$1,696.92	\$3,393.84
160	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	15.000	EA	\$1,414.10	\$21,211.50
170	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	5.000	EA	\$3,891.59	\$19,457.95
180	ELECTRICAL POWER SERV, F&I, UNDERGROUND, NO METER	1.000	AS	\$6,640.59	\$6,640.59
190	ELECTRICAL SERVICE WIRE, F&I	75.000	LF	\$ 10.18	\$ 763.50
200	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	1.000	EA	\$2,686.78	\$2,686.78
210	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERV POL	1.000	EA	\$2,828.19	\$2,828.19
220	ALUMINUM SIGNALS POLE, PEDESTAL	4.000	EA	\$3,111.01	\$12,444.04
230	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 50'	1.000	EA	\$88,013.32	\$88,013.32

ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
240	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 78' -60'	1.000	EA	\$152,722.35	\$152,722.35
250	VEHICULAR TRAFFIC SIGNAL, F&I ALUMINUM, 3 SEC, 1 W	6.000	EA	\$2,081.55	\$12,489.30
260	VEHICULAR TRAFFIC SIGNAL, F&I ALUMINUM, 4 SEC, 1 W	2.000	EA	\$2,579.31	\$5,158.62
270	PEDESTRIAN SIGNAL, F&I LED COUNTDOWN, 1 WAY	4.000	EA	\$1,074.71	\$4,298.84
280	VEHICLE DETECTION SYSTEM - VIDEO, F&I CAB. EQUIP	1.000	EA	\$27,942.53	\$27,942.53
290	VEHICLE DETECTION SYSTEM - VIDEO, F&I ABOVE GRD EQ	3.000	EA	\$10,747.13	\$32,241.39
300	PEDESTRIAN DETECTOR, F&I, STANDARD	4.000	EA	\$ 328.07	\$1,312.28
310	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 2 PREEMPT	1.000	AS	\$57,864.80	\$57,864.80
320	ITS CCTC CAMERA, F&I, DOME ENCL- NON-PRESS, IP, HD	1.000	EA	\$8,699.52	\$8,699.52
330	MANAGED FIELD ETHERNET SWITCH, F&I	1.000	EA	\$8,439.32	\$8,439.32
340	DEVICE SERVER, F&I	1.000	EA	\$1,221.78	\$1,221.78
350	UNINTERRUPTIBLE POWER SUPPLY, F&I, LINE INTERACTIV	1.000	EA	\$18,892.32	\$18,892.32
360	SIGNLE COLUMN GROUND SIGN ASSEM, REMOVE	1.000	EA	\$ 186.66	\$ 186.66
370	SIGN PANEL, F&I OVERHEAD MOUNT, UP TO 12 SF	2.000	EA	\$ 831.49	\$1,662.98
380	INTERN. ILLUMINATED SIGN, F&I, OH MOUNT, 12-18 SF	3.000	EA	\$9,310.41	\$27,931.23
390	PAVEMENT MARKINGS	1.000	LS	\$9,333.03	\$9,333.03
400	STRIPE REMOVAL BY WATER BLASTING	1.000	LS	\$3,959.47	\$3,959.47
410	CONCRETE SIDEWALK	21.000	SY	\$ 81.33	\$1,707.93
420	DETECTABLE WARNINGS	30.000	SF	\$ 43.55	\$1,306.50
				TOTAL:	\$867,571.14

PROPOSAL REQUIRES AN ADDITIOANL 30-DAY CONTRACT TIME EXTENSION. The potential exists for more contract time depnding on the actual procurement time required for signalization materials.

This pricing is based on a unit price proposal.

If you have any questions please feel free to contact us at 904-559-1728.

Sincerely,
C.W. Matthews Contracting Co.
Jim Zenone

Accepted By:

Acceptance Signature

Printed Name

Date of Acceptance

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

12

This instrument prepared by
and return to:

**INTERLOCAL AGREEMENT FOR
CONSTRUCTION AND REIMBURSEMENT OF COSTS FOR RECLAIMED WATER PIPE**

THIS INTERLOCAL AGREEMENT (“Agreement”), made and entered into this _____ day of _____, 2025 by and between the Greenbriar Community Development District, a special-purpose unit of local government, established under Chapter 190, Florida Statutes, whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 4300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter called “District”), and JEA, a _____, whose address is 225 N Pearl Street, Jacksonville, Florida 32202 (hereinafter called “JEA”).

RECITALS

WHEREAS, District is facilitating the development of public infrastructure in St. Johns County, Florida, and such activities include the widening of Greenbriar Road (“Greenbriar Road Widening Project”); and

WHEREAS, as a part of the Greenbriar Road Widening Project, JEA has requested District install a twenty-four inch (24”) ductile iron reclaimed water line that runs along the north side of Greenbriar Road for approximately 3,800 linear feet (the “Pipe,” which is a planned component of “JEA's Utility System”) on property owned by St Johns County; and

WHEREAS, in order to facilitate the timely completion of the Pipe, District and JEA wish to set forth the terms and conditions for JEA’s reimbursement of the costs of the installation of the Pipe; and

WHEREAS, it is in the mutual interest of JEA and District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services; and

WHEREAS, JEA and District desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies; and

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” (hereinafter, the “Cooperation Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, JEA and District desire to enter into this Agreement finding it to be necessary, proper, and convenient to the exercise of their powers, duties and purposes authorized by law.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, receipt of which is hereby acknowledged, District and JEA hereby covenant and agree as follows:

1. Effect of Recitals. The above recitals are incorporated into the body of this Agreement and are adopted as findings of fact.
2. Term. The term of this Agreement shall begin upon execution by both parties (the “Effective Date”) and shall end upon acceptance by JEA of the Pipe unless earlier terminated as provided herein, but in no event shall the term of this Agreement exceed five (5) years from the Effective Date. Notwithstanding anything to the contrary herein, JEA may, in its sole discretion, extend the term of this Agreement for a period not to exceed one year if such extension is necessary to complete the Pipe, so long as District is making progress toward completion.
3. Conveyance of the Pipe. District shall, in accordance with the terms of this Agreement, (i) complete the Pipe on or before May 1, 2030 and (ii) cause to be conveyed to JEA, free and clear of all encumbrances, the Pipe in consideration for the payment by JEA to District of the lump sum price of One Million, Four Hundred Forty-Three Thousand Three Hundred Thirty-Four Dollars and Seventy-Seven Cents (\$1,443,334.77) (“Contract Price”), which sum represents the costs of the Pipe procurement and installation. District previously submitted to JEA engineering plans and specifications for the Pipe prepared by District's engineer and at District's cost, which plans, and specifications have already been approved by JEA. Said plans and specifications comply with the JEA Water and Wastewater standards in effect at the time the plans and specifications were submitted to JEA. All construction of the Pipe shall be done by District at District's cost pursuant to JEA's Cost Participation Policy and Procurement Code, and shall be consistent with JEA's Water and Wastewater Standards. Following conveyance by District, and acceptance by JEA, the Pipe, additions, repairs and replacements thereto shall at all times remain the sole, complete and exclusive property of and under the control of JEA, and District shall have no right or claim in and to the Pipe.
4. Contractor Selection. District has procured a contract with C. W. Matthews Construction Co., Inc. (“Contractor”) to install the Pipe in compliance with the applicable, material provisions of the JEA Procurement Code and Cost Participation Policy. JEA consents to Contractor selected by District and waives any right to object to the

selection process and resulting selection of Contractor by District. [JEA further consents to District's direct purchasing of materials specified in the contract with Contractor if such will reduce the costs of the Pipe installation, through sales tax savings or otherwise.]

5. Plans. Prior to commencement of construction, District shall submit construction plans to JEA that include, at a minimum, a route survey depicting all improvements located in rights-of-way and/or dedicated easements, including, but not limited to, roads, driveways, landscaping, right-of-way boundaries, easements, and existing utilities. JEA will review said plans for constructability, hydraulic efficiency and conformity with JEA specifications. *Soft digs and geotechnical surveys may be required and will be determined during the plan review phase.* Upon satisfactory completion of the aforementioned plan review process, a minimum of five (5) sets of signed and sealed engineering plans must be submitted to JEA Environmental Services for Florida Department of Environmental Protection ("FDEP") permit processing. Once construction has commenced, District may not modify construction plans without JEA's written approval, which shall not be unreasonably withheld.

6. Performance Bond. District shall not begin construction on the Pipe until Contractor has posted a performance bond in a form acceptable to JEA guaranteeing completion of the Pipe.

7. Permits. District shall be responsible for procurement of all applicable permits and will submit to JEA one (1) copy of each permit issued for the project (e.g.: applicable FDEP, St. Johns River Water Management District, Florida Department of Transportation, and St. Johns County right-of-way permits, railroad crossing, etc.). JEA reserves the right to withhold funding until all applicable permits have been obtained.

8. Contract Price. The Contract Price constitutes the total lump sum compensation payable to District under this Agreement. All duties, responsibilities and obligations assigned to or undertaken by District shall be at District's expense without change in the Contract Price except as stated herein. Should District make any changes to the design, plans and/or specifications after receiving JEA's approval under Section 5 above, any additional costs associated with these changes shall be the responsibility of District. Should circumstances be found by the awarded contractor which were not included in District's design, plan and specifications and result in additional costs to the awarded contractor, these additional costs shall be the sole responsibility of JEA. Should JEA request a change in the design, plans and/or specifications after receiving JEA's approval under Section 5 above, any additional costs associated with these changes shall be the responsibility of JEA. JEA approval of any modification of construction plans is solely for the purposes of confirming that such modification is consistent with applicable JEA Water and Wastewater Standards and does not constitute consent on the part of JEA for assumption of additional costs associated with such modification except as stated herein.

9. District's Representative. District is responsible for management of the construction phases of the project and will appoint a qualified professional engineer ("Engineer") licensed in the State of Florida as its project

representative during the construction period. Engineer will make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed work. Based on information obtained during such visits and observations, Engineer will endeavor on the behalf of District to determine, in general, if the work is proceeding in accordance with the plans described in Section 3 of this Agreement, any document described on Exhibit A, as described in Section 5 of this Agreement, and the construction contract for the Pipe.

10. Project Close-out and Acceptance. Project close-out shall occur when District has made satisfactory completion of the construction and acceptance processes as stated herein and in Exhibit A titled, "JEA Project Checklist" and likewise satisfied the terms of this Agreement in full.

11. Payment Procedures. Upon satisfactory review of Contractor's Applications for Payment by JEA's construction inspector, JEA shall make a 50 percent progress payment to District on account of the Contract Price. This 50 percent payment shall be measured by the schedule of values or in the case of unit price work, based on the number of units completed.

(a) Final Payment - Upon satisfactory completion of the Work in accordance with the project close-out and acceptance process as stated in Section 10 herein, District shall submit to JEA a request for final payment for the balance of the contract amount. Upon review and approval of JEA Project Manager, JEA will pay the balance of the lump sum contract price.

(b) District warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment whether incorporated in the Pipe or not, will pass to JEA no later than the time of payment free and clear of all liens, judgments, encumbrances and mortgages.

12. Indemnification and Hold Harmless Provisions. In special consideration of the work herein described, the sufficiency of which is hereby acknowledged, District hereby agrees as follows:

District, its successors, and assigns shall indemnify JEA, its officers, commissioners, council members, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable, actually incurred, attorney's fee or other expenses or liabilities, of every kind and character resulting from any negligent act of District in the performance of its obligations under this Agreement. However, nothing in this Agreement shall constitute or be construed as a waiver of JEA's or District's sovereign immunity pursuant to Section 768.28, Florida Statutes, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. District's Right to Connect. Provided that District has complied with the terms of this Agreement and provided that the Pipe is installed with the approval of JEA and in compliance with the requirements of all public,

governmental or other agencies having supervision, regulation, direction or control of such water and wastewater utility systems, JEA shall allow District to connect to the Pipe and into JEA's Utility System.

14. Contract Administration. District shall be responsible for administering all aspects of the construction contract for the installation of the Pipe, including, but not limited to, review and processing of invoices and other contract documents, review and resolution of technical issues (whether foreseen or unforeseen) that arise during construction, and facilitating project close-out upon completion of construction. District shall be responsible for all costs associated with said contract administration. It shall also be District's responsibility to coordinate construction schedules of its contractors.

15. Force Majeure. Neither party shall be liable or responsible to the other party as a result of injury to property or person, or failure to comply with the terms hereof, proximately caused by Force Majeure. The term "Force Majeure" as employed herein shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, weather delays caused by hurricanes and other natural disasters, or any other causes whether or not of the same kind as enumerated herein which are beyond the control of the party claiming force majeure and qualify under Florida's impossibility of performance principles.

16. Approval by Governmental Agencies. JEA's obligations under this Agreement are contingent upon District obtaining all necessary approvals for the Pipe from all applicable governmental agencies. District hereby assumes the risk of loss as a result of the denial or withdrawal of the approval of any concerned governmental agency.

17. No Prohibition of Further Extension. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Pipe to become overloaded and shall not adversely affect the reservation of capacity.

18. Insurance. District shall not commence work under this Agreement until Contractor has obtained insurance in the types and amounts set forth in Exhibit B, attached hereto and incorporated herein, and provided JEA with Certificates of Insurance naming JEA as additional insured.

19. Miscellaneous.

(a) This Agreement supersedes all previous agreements or representations either verbal or written heretofore in effect between District and JEA and made with respect to the matters contained herein, and when duly executed constitutes the complete Agreement between District and JEA. Any amendment to this Agreement shall be in writing and executed by the fully authorized representatives of District and JEA.

(b) District is an independent contractor in the performance of all activities under this Agreement.

Nothing in this Agreement shall be construed to create an employment, agency, or partnership relationship between District and JEA.

(c) No third-party beneficiary status or interest is conveyed to any third party by this Agreement.

(d) Except as provided herein, neither District nor JEA shall assign, transfer, or sell any of the rights created under, or associated with, this Agreement without the express written consent of the non-assigning party, which consent shall not be unreasonably withheld.

(e) District shall maintain records sufficient to document completion of the work performed under this Agreement. Upon JEA's request, District shall allow JEA to audit its financial and operating records for the purpose of determining invoice accuracy or otherwise assessing compliance with this Agreement. District agrees to allow JEA personnel or their qualified representative access such records at District's offices upon reasonable notice. All audit work will be done on District's premises, and no District documentation will be removed from District's offices. District agrees to have knowledgeable personnel available to answer questions for the auditors during the time the auditors are at District's offices and for a period of two weeks thereafter. District shall provide to JEA audited financial statements for the most recent fiscal year for which an audit has been completed upon JEA's request no later than five days after receipt of written request from JEA.

(f) This Agreement was made and executed in St. Johns County, Florida, and shall be interpreted and construed according to the laws of the State of Florida. Litigation involving this Agreement, or any provision thereof shall take place in the State or Federal Courts located in St. Johns County, Florida.

(g) Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired.

(h) The headings used in the paragraphs of this Agreement are solely for the convenience of the parties and the parties agree that they shall be disregarded in the construction of this Agreement.

(i) This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto.

(j) JEA and District Board of Supervisors hereby authorize and direct, after execution of this Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Agreement be filed with the Clerk of the Circuit Court of St. Johns County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this contract, in duplicate, the date and year first above written.

ATTEST:

JEA

Robert J. Zammataro, PE
Director W/WW Planning & Development

Pedro A. Melendez, PE
VP Planning Engineering & Construction

WITNESSES as to JEA:

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

ATTEST:

Greenbriar Community Development District

Signature

Signature

Print or Type Name

Print or Type Name

Title

Title

WITNESSES as to District:

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

I hereby certify that the expenditure contemplated by the foregoing contract has been duly authorized, and provision has been made for the payment of the monies provided therein to be paid.

Laure A. Whitmer
Director of Budgets

Form Approved:

Office of General Counsel

DRAFT

Exhibit A

JEA Project Checklist



Acceptance Checklist

Project Name:	_____	Availability #:	_____
Engineer:	_____	Phone :	_____
Developer:	_____	Phone :	_____
Utility Contractor:	_____	Phone :	_____

_____ **Address of Pump/Lift Station:** _____

_____ **Electric Meter #:** _____

_____ **Service Provider:** _____

_____ **Bill of Sale for water and/or sewer improvements:** This is required under the water and sewer code, whereby all materials and appurtenances in the system(s) legally become the property of JEA. **Original signature and Notarized**

_____ **Dedication Warranty:** 2-year contractor warranty for infrastructure improvements.
Original signature & must include Contractor's License No.

_____ **Engineer's Final Certification:** Certificate in accordance with para 654.124
(Subdivision Regulations is on file) **Original signature with PE seal**

_____ **Owner's Affidavit of Construction Completion:** The original affidavit should be completed by the owner or developer. The affidavit should address JEA not the City of Jacksonville.
Original signature and Notarized

_____ **Schedule of Values:** Be sure to include all applicable project information, including pump station information at the bottom of the document.

_____ **As-Built Approval Letter(s)**

_____ **Clearance Certificates on Water, Sewer and Reclaim Mains:**
Letters of certification from JEA and/or FDEP.

_____ **Approved Deed of Dedication, Easement(s), Recorded Plat, Hold Harmless Agreement**

_____ **Pump Station "Start-Up":** A copy of the pump station start-up report with the name of the pump (ex. Myers), control panel (ex. Unitron) and pump site address.

_____ **Record of Final Inspection:** Final inspection record should indicate attendees and deficiencies noted. The original with Project Engineer/Inspector's Certification that all punch-list items have been satisfied.

Please submit all applicable documents for final utility acceptance and service.

Revised 1/3/2019

Exhibit B

Insurance

Requirements

Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, District shall require Contractor to procure and maintain, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$2,000,000 each occurrence and annual aggregate.

Commercial General Liability, Excess or Umbrella Liability and Professional Liability (if applicable) policies shall remain in force throughout the duration of the project and until the Work is completed to JEA's satisfaction. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

District's Contractor shall specify JEA as additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, their board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Contractor's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Risk Management Services), 21 West Church Street, T12, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

Any contractors or subcontractors of District shall procure and maintain the insurance required hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by District's Contractor. District's Contractor shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

13

RESOLUTION 2025-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT ELECTING OFFICER(S) OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Greenbriar Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District’s Board of Supervisors desires to elect certain Officer(s) of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective June 12, 2025:

Felix Rodriguez is elected Assistant Secretary

SECTION 2. The following prior appointments by the Board remain unaffected by this Resolution:

Joshua Breakstone is Chair

Noah Breakstone is Vice Chair

Samantha Breakstone is Assistant Secretary

Kevin Kramer is Assistant Secretary

Justin Onorato is Assistant Secretary

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 12th day of June, 2025.

ATTEST:

**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS AI



14775 Old St. Augustine Road, Jacksonville, FL 32258
etm-inc.com 904.642.8990

April 22, 2025

Greenbriar Property
Holdings, LLC
c/o BTI Partners
401 E. Las Olas Boulevard,
Suite 1870
Fort Lauderdale, FL 33301

Re: Helow/BTI – Miscellaneous Survey Services Amendment
ETM No.: 20-250-16

Dear Mr. Kramer:

Pursuant to your request, England-Thims & Miller, Inc. (ETM) is pleased to provide you this amendment for professional services related to the referenced 1,300 +/- acre master planned community project located off Greenbriar and Longleaf Pine in St. Johns County, Florida. Specifically, this agreement is for additional miscellaneous survey services that the project may need in the course of the development. Our scope of work and fee schedule is as follows:

PART 2 ADDITIONAL MISCELLANEOUS SURVEY SERVICES (2025)

This task includes survey services as it arises from the course of developing the project. This may include sketch and legal descriptions, highwater mark survey, utility locates, subsurface utility engineering (SUE), easement stakeouts and other survey services as requested by the Owner. Each invoice will have the description of the work performed.

FEE.....HOURLY
(Not-to-Exceed: \$35,000.00)

Expenses

Costs such as final printing, telephone, delivery service, mileage and travel shall be invoiced at direct costs plus 15%.

ITEMS NOT INCLUDED

- | | |
|---|---|
| • Warrant Analysis and Signal Design | • Mitigation Area Design |
| • Material Testing | • Full Contract Administration (CEI) |
| • Signage Design | • Excavation of Underground Facilities |
| • FEMA Flood Plain Analysis or CLOMR/LOMR | • Groundwater Modeling |
| • As-Built Survey | • Plan Phasing |
| • Hardscape Design | • Plat Bonds/Recording and Application Fees |
| • Geotechnical Exploration | • Nutrient Analysis for Impaired Water Body |
| • Land Use Rezoning (Support Only) | • Permit Application Fees |
| | • Document Processing for Recordation |



Mr. Kevin Kramer
BTI Partners

April 22, 2025
Page 2 of 3

Re: Helow/BTI Miscellaneous Survey Services (2025)

England, Thims & Miller, Inc. will perform additional services, as may be requested, at the following hourly rates:

**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE - 2025**

CEO/Chairman/Founder.....	\$475.00	/Hr.
Executive Vice President.....	\$370.00	/Hr.
Principal – Vice President.....	\$305.00	/Hr.
Vice President.....	\$295.00	/Hr.
Senior Advisor.....	\$325.00	/Hr.
Senior Engineer/ Senior Project Manager.....	\$255.00	/Hr.
Project Manager/Construction Project Manager.....	\$225.00	/Hr.
Director.....	\$210.00	/Hr.
Engineer.....	\$190.00	/Hr.
Assistant Project Manager	\$165.00	/Hr.
Senior Planner /Planning Manager.....	\$225.00	/Hr.
Senior Environmental Scientist.....	\$240.00	/Hr.
Planner.....	\$170.00	/Hr.
CEI Senior Project Engineer.....	\$320.00	/Hr.
Senior Construction Representative.....	\$205.00	/Hr.
Construction Representative.....	\$180.00	/Hr.
CEI Inspector	\$140.00	/Hr.
Senior Landscape Architect.....	\$215.00	/Hr.
Landscape Architect.....	\$190.00	/Hr.
GIS Director	\$205.00	/Hr.
GIS Solutions/Engineer/Manager.....	\$185.00	/Hr.
GIS Analyst	\$155.00	/Hr.
GIS Consultant.....	\$165.00	/Hr.
GIS Specialist.....	\$150.00	/Hr.
Senior Engineering Designer	\$170.00	/Hr.
Senior Landscape Designer.....	\$170.00	/Hr.
Engineering/Landscape Designer.....	\$155.00	/Hr.
Engineering Intern.....	\$150.00	/Hr.
CADD/GIS Technician.....	\$145.00	/Hr.
Project Coordinator / CSS.....	\$120.00	/Hr.
Administrative Support.....	\$110.00	/Hr.

*ETM's standard hourly billing rates are reevaluated annually, prior to the beginning of the calendar year.

Mr. Kevin Kramer
BTI Partners

April 22, 2025
Page 3 of 3

Re: Helow/BTI Miscellaneous Survey Services (2025)

This item is considered an amendment to our existing professional services agreement and as such all conditions of the agreement remain in effect for this additional work. Please indicate your agreement with this proposal by signing in the space provided.

Terms, fees, and conditions are valid for 45 days from the date of this proposal.

If you should have any questions or require additional information, please call. Thank you for this opportunity to be of professional service.

Sincerely,

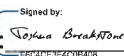
ENGLAND, THIMS & MILLER, INC.



K.T. Peter Ma, P.E.
Executive Vice President Shareholder

KTPM:shb

Greenbriar Property Holdings, LLC

Signed by:
By: 
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS AII

Work Authorization

April 7 _____, 2025

Greenbriar Community Development District
St. Johns County, Florida

Subject: **Work Authorization Number 1**
Greenbriar Community Development District

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. ("Engineer"), is pleased to submit this work authorization to provide engineering services for the Greenbriar Community Development District (the "District"). We will provide these services pursuant to our current agreement dated April 7th, 2025 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage Engineer to perform such as board meeting attendance, construction inspection services, requisition processing and other similar tasks, as well as such tasks as are necessary to help facilitate the issuance of District bonds, notes, or other indebtedness including but not limited to, preparation of capital improvement plan reports, coordination with financing consultants, and attendance at bond validation proceedings.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering England-Thims & Miller, Inc. We look forward to helping you create a quality project.

[signatures next page]

APPROVED AND ACCEPTED

Signed by: 4/8/2025
By: Joshua Breakstone
E6C4CE3E4C0B408
Authorized Representative of
Greenbriar Community
Development District

Sincerely,

K.T. Pappas

Date: 4/7/2025

EXHIBIT 1



ENCLAVE 11 4-11-12

14775 Old St. Augustine Road, Jacksonville, FL 32258

etminc.com | 904.642.8990

February 13, 2025

Greenbriar Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

RE: Pinewalk Phase 1 Collector Road Control
ETM No.: S0024.61101

Dear Mr. Kramer,

Pursuant to your request, ETM Surveying & Mapping, Inc. ("ETM-SMI") is pleased to submit a fee proposal for Plat services for the proposed project located in St. Johns, Florida. Our proposed scope of services and fee schedule are as follows:

PART A - MISCELLANEOUS SURVEY

1. HORIZONTAL CONTROL

Establish horizontal control on site for construction purposes after site has been timbered. See attached Exhibit B for desired locations.

Lump Sum Fee**\$22,710.00**

2. VERTICAL CONTROL

Establish vertical control on site for construction purposes after site has been timbered.

Lump Sum Fee**\$11,350.00**

Greenbriar Community Development District
Reference: Pinewalk Phase 1 Collector Road Control | ETM No. S0024.61101

February 13, 2025 | Page 2 of 5

TASK SUMMARY

Part A – MISCELLANEOUS SURVEY		Hourly Fee	Lump Sum Fee
1.	Horizontal Control		\$22,710.00
2.	Vertical Control		\$11,350.00
SUBTOTAL			\$34,060.00
TOTAL FEE SUMMARY			\$34,060.00

EXPENSES

Costs such as printing, delivery service, mileage, and travel shall be
invoiced at direct costs plus 15%

ITEMS NOT INCLUDED

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, we will be pleased to provide you with a quotation to perform them.

- Aerial Topographic
- Alta/NSPS
- As-Built Survey
- Construction Layout
- Document Processing for Recordation
- Excavation of Underground Facilities
- Jurisdictional Wetlands
- Jurisdictional Wetlands Survey
- Mean High Water Line Survey
- Protected Tree Survey
- Route Survey
- Staking
- Subsurface Utility Services
- Topographic Survey
- Tree Survey

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS AIII

Work Authorization

April 7

2025

Greenbriar Community Development District
St. Johns County, Florida

Subject: **Work Authorization Number 2**
Greenbriar Community Development District

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. ("Engineer"), is pleased to submit this work authorization to provide Construction Engineering and Survey services for the Greenbriar Community Development District (the "District"). We will provide these services pursuant to our current agreement dated April 7th, 2025 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage Engineer to perform those services as necessary for the Pinewalk Phase 1 Collector Road Project (as described in the attached Exhibit 1), including attendance at meetings of the District's board, as requested by the District.

This Work Authorization supersedes any prior Work Authorization on the same subject matter. The Engineer shall apply a credit to the District for any payments made under any previous Work Authorization.

II. Fees

The District will compensate Engineer as described more specifically in Exhibit 1 of this Work Authorization in accordance with the terms of the Agreement. The District will reimburse Engineer all direct costs for items such as printing, drawings, travel, and deliveries, as provided in Article 5 of the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering England-Thims & Miller, Inc. We look forward to helping you create a quality project.

[signatures next page]

APPROVED AND ACCEPTED

Signed by: Joshua Breakstone 4/8/2025
By: E6C4CE3E4C0B408
Authorized Representative of
Greenbriar Community
Development District

Sincerely,



Date: 4/7/2025

Exhibit 1

ETM No.
20-250-05-01

Scope of Work & Fee

The scope of construction is based upon a review of the Pinewalk Phase 1 Collector Road site plan dated 5/7/2024. The project involves constructing JEA Utility Work and St. Johns County, which includes:

Phase 1 – Approximately 7,815' of sewer force main, 6,425' of reclaim main, 1,779' of sanitary sewer and 6,900' of water main. Approximately 20,843 SY paving, 3,606' of storm drain and 60 structures.

TASK 1 – Limited Development Consulting Services during Construction (CEI)

The ETM team will provide as needed project representation providing quality assurance and project coordination with the contractor and associated various subcontractor crews. Services include:

- Inspection of major construction activities
 - 12 hours per week onsite Inspection
- Contract and Contract Management
 - 3 hours per week Project Management
- Administration of progress meetings/minutes
- Site analysis for pay request review and approval certifications
- Project coordination / correspondence (RFI, RFM, etc.)
- Weekly Reports with project photos
- Construction conflict resolution
- Material testing (by others) review/approval. Contractor shall be required to conduct all testing.
- Monthly as-built review.
- Coordination with Permitting Authorities (including St. Johns County, SJCUD, FDEP, SJRWMD, etc.).

Lump Sum Fee.....\$120,960.00

TASK 2: Limited Contract Administration and Close Out Certification

These inspections along with the final inspection for the water and sewer system and other owner requested services such as necessary bid coordination, shop drawing review and pay request certifications will be performed on an hourly rate basis. ETM shall not be responsible for project safety such as required by OSHA or other regulatory requirements.

This task included the following:

- Pre-construction Meetings.
- Shop Drawing Review
- As-built Review
- Regulatory Agency Required Inspections
- Post design resolution
- Certification of JEA For Water and Sewer
- Certification of SJRWMD for Stormwater
- JEA Acceptance Package for Water and Sewer
- St. Johns County Acceptance Package

Fee.....Hourly
(Budget Estimate \$36,000.00)

TASK 3: Direct Owner Purchases - CDD support

To preserve the tax-exempt status of the CDD, ETM will coordinate with CDD staff, in accordance with state and CDD procedures, to administer a tax exempt "Direct Owner Purchase" (DOP) program to include evaluation of eligible purchases, documentation of Consumer's Certificate of Exemption, execute required Certificate of Entitlement, purchase order tracking, issuing purchase order to eligible vendors, review of the receipt of DOP, validate payments to vendors commensurate with materials received, and procurement of deductive reconciliation change orders to credit contract totals for DOP.

CDD Board Meeting Support – Preparations of requisition documents for Board approval in accordance with Florida Prompt Pay Act and attendance at board meetings to provide construction updates to Board of Supervisors (as needed basis).

Fee.....Hourly
(Budget Estimate \$18,000.00)

TASK SUMMARY

Task	Description	Lump Sum	Hourly Fee
1	Limited Development Consulting Services	\$120,960.00	
2	Limited Contract Administration		\$36,000.00
3	Direct Owner Purchases		\$18,000.00
	Sub-Total Fee Summary	\$120,960.00	\$54,000.00
		Total Fee	\$174,960.00

The stated fee is based on a construction duration not exceeding 13 months.

The following services are not included in the above lump sum and hourly fee amount:

ITEMS NOT INCLUDED

- | | |
|--|---|
| 1. Full time inspection services | 7. Warranty Inspections |
| 2. Full time Project Management and Contract Administration Services | 8. Technical review of change orders/claims |
| 3. Materials Testing Service | 9. Permitting & Permit Fees |
| 4. Geotechnical/Underdrain Investigations | 10. Surveying and Construction Stakeout |
| 5. OSHA or Regulatory Safety Inspections | 11. Aerial Photography |
| 6. Electric, Phone, Cable Coordination | 12. Monthly Progress Report |

Should any of the above 'not included' services be needed or if an extension of services is needed beyond the original 13-month (381 calendar days) duration, ETM can provide these services on an hourly basis.

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS AIV

Work Authorization

April 14, 2025

Greenbriar Community Development District
St. Johns County, Florida

**Subject: Work Authorization Number 3
Greenbriar Community Development District
ETM Project Number 20-250-08-01**

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. ("Engineer"), is pleased to submit this work authorization to provide Construction Engineering and Survey services for the Greenbriar Community Development District (the "District"). We will provide these services pursuant to our current agreement dated April 7th, 2025 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage Engineer to perform those services as necessary for the Greenbriar Widening Road Project (as described in the attached Exhibit 1), including attendance at meetings of the District's board, as requested by the District.

II. Fees

The District will compensate Engineer as described more specifically in Exhibit 1 of this Work Authorization in accordance with the terms of the Agreement. The District will reimburse Engineer all direct costs for items such as printing, drawings, travel, and deliveries, as provided in Article 5 of the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering England-Thims & Miller, Inc. We look forward to helping you create a quality project.

[signatures next page]

APPROVED AND ACCEPTED

Sincerely,

Signed by:
By: Joshua Breakstone
F6C4CE3F4CDB408...
Authorized Representative of
Greenbriar Community
Development District

K.T. Fawcett
Date: 4/14/2025



14775 Old St. Augustine Road, Jacksonville, FL 32258
etmnc.com | 904.642.8990

April 14, 2025

Greenbriar Road
Attention: Kevin Kramer
Greenbriar Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Reference: Greenbriar Road
Subject: Work Authorization 3
Greenbriar Community Development District

ETM No. 24250

Dear Mr. Kramer,

England, Thims & Miller, Inc. (ETM) is pleased to submit this Scope and Fee proposal to provide limited development consulting services during construction, for a period of 12 months (345 days). Additionally, we have included a Scope and Fee for the necessary regulatory engineering certifications, in compliance with utility and state regulations, for your review.

Scope of Work & Fee

The scope of construction is based upon a review of the Greenbriar Road site plan dated 3/5/2025. The project involves constructing JEA Utility Work and St. Johns County, which includes:

Approximately 3800' of new two-lane roadway, 3800' of Milling and resurfacing two-lane roadway, 3800' of 24" reclaim main, 3,486' of storm drain and 31 structures.

TASK 1 – Limited Development Consulting Services during Construction (CEI)

The ETM team will provide as needed project representation providing quality assurance and project coordination with the contractor and associated various subcontractor crews. Services include:

- Inspection of major construction activities
 - 12 hours per week onsite Inspection
- Contract and Contract Management
 - 3 hours per week Project Management
- Administration of progress meetings/minutes
- Site analysis for pay request review and approval certifications
- Project coordination / correspondence (RFI, RFM, etc.)
- Weekly Reports with project photos
- Construction conflict resolution
- Material testing (by others) review/approval. Contractor shall be required to conduct all testing.
- Monthly as-built review.
- Coordination with Permitting Authorities (including St. Johns County, SJCUD, FDEP, SJRWMD, etc.).

Lump Sum Fee.....\$120,460.00



Mr. Eric Lavoie
Limited CEI Services for Greenbriar Road

April 10, 2025

Page 2 of 3

TASK 2: Limited Development Consulting Services during Construction (CEI) for Signalized Intersection

- Inspection of major signal installation construction activities including drilled shafts
 - 40 hours per week onsite Inspection
- Contract and Contract Management during signal installation
 - 4 hours per week Project Management

Lump Sum Fee.....\$18,200.00

TASK 3: Limited Contract Administration and Close Out Certification

These inspections along with the final inspection for the water and sewer system and other owner requested services such as necessary bid coordination, shop drawing review and pay request certifications will be performed on an hourly rate basis. ETM shall not be responsible for project safety such as required by OSHA or other regulatory requirements.

This task included the following:

- Pre-construction Meetings.
- Shop Drawing Review
- As-built Review
- Regulatory Agency Required Inspections
- Post design resolution
- Certification of JEA For Water and Sewer
- Certification of SJRWMD for Stormwater
- JEA Acceptance Package for Water and Sewer
- St. Johns County Acceptance Package

Fee.....Hourly
(Budget Estimate \$36,000.00)

TASK 3: Direct Owner Purchases - CDD support

To preserve the tax-exempt status of the CDD, ETM will coordinate with CDD staff, in accordance with state and CDD procedures, to administer a tax exempt "Direct Owner Purchase" (DOP) program to include evaluation of eligible purchases, documentation of Consumer's Certificate of Exemption, execute required Certificate of Entitlement, purchase order tracking, issuing purchase order to eligible vendors, review of the receipt of DOP, validate payments to vendors commensurate with materials received, and procurement of deductive reconciliation change orders to credit contract totals for DOP.

CDD Board Meeting Support – Preparations of requisition documents for Board approval in accordance with Florida Prompt Pay Act and attendance at board meetings to provide construction updates to Board of Supervisors (as needed basis).

Fee.....Hourly
(Budget Estimate \$18,000.00)

Mr. Eric Lavoie
Limited CEI Services for Greenbriar Road

April 10, 2025

Page 3 of 3

TASK SUMMARY

Task	Description	Lump Sum	Hourly Fee
1	Limited Development Consulting Services	\$120,460.00	
2	Signalized Intersection	\$18,200.00	
3	Limited Contract Administration		\$36,000.00
4	Direct Owner Purchases		\$18,000.00
	Sub-Total Fee Summary	\$138,660.00	\$54,000.00
	Total Fee	\$192,660.00	

The stated fee is based on a construction duration not exceeding 12 months.

The following services are not included in the above lump sum and hourly fee amount:

ITEMS NOT INCLUDED

- | | |
|--|---|
| 1. Full time inspection services | 7. Warranty Inspections |
| 2. Full time Project Management and Contract Administration Services | 8. Technical review of change orders/claims |
| 3. Materials Testing Service | 9. Permitting & Permit Fees |
| 4. Geotechnical/Underdrain Investigations | 10. Surveying and Construction Stakeout |
| 5. OSHA or Regulatory Safety Inspections | 11. Aerial Photography |
| 6. Electric, Phone, Cable Coordination | 12. Monthly Progress Report |

Should any of the above 'not included' services be needed or if an extension of services is needed beyond the original 12-month (345 calendar days) duration, ETM can provide these services on an hourly basis.

We again thank you for this opportunity to be of service on the Greenbriar Road project.

Please indicate your agreement with this proposal by signing in the space provided and return one copy to our office.

If you have any questions or require additional information, please call. Thank you for this opportunity to be of professional service.

Sincerely,

ENGLAND-THIMS & MILLER, INC.



George Miller, P.E.
Executive Vice President / Shareholder

CC: Jeff Brooks
Peter Ma

Accepted this _____ Day of _____, 2025

By: _____

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B

**JEA COST PARTICIPATION
INTERLOCAL AGREEMENT FOR
EXTENSION OF UTILITY SYSTEM**

THIS AGREEMENT, made and entered into this ____ day of _____ by and between **Greenbriar Community Development District, a special-purpose unit of local government, established under Chapter 190, Florida Statutes, whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 4300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter called "District")** (hereinafter called "Developer"), and JEA, whose address is 225 N Pearl Street, Jacksonville, FL 32202 (hereinafter called "JEA").

RECITALS

WHEREAS, Developer is facilitating the development of public infrastructure over certain real property in **St. Johns County**, which is more particularly described on **Exhibit "A"** attached hereto and, by reference made a part hereof (hereinafter referred to as "Developer Property"); and

WHEREAS, Developer has plans to develop immediately the Developer's Property by platting and/or other improvements thereon consisting of: **2023-3315 Helow Ph 1 Collector Road** (hereinafter referred to as the "Development"); and

WHEREAS, Developer desires to extend existing and proposed improvements to JEA's water, wastewater and/or reclaimed water system (hereinafter called "JEA's Utility System") to serve the Development by: **Construct approximately 5600 feet of 16-inch transmission water main**, (hereinafter called "Developer's Extension"); and

WHEREAS, JEA is willing to expand JEA's Utility System to provide such service, so that the Development may have furnished to it and to its occupants an adequate water supply and wastewater disposal system, subject to all the terms and conditions of this Agreement; and

WHEREAS, JEA and the Developer recognize that water is a natural resource of limited supply and wastewater treatment and disposal is a necessity for public health and thus, the water supply and disposal of wastewater must be regulated and controlled and the subject only of a reasonable and beneficial use to assure an adequate supply of water and adequate wastewater treatment capacity for all members of the public served by JEA; and

WHEREAS, the Developer and JEA further recognize that the supply of water and wastewater disposal service by JEA to the Development is subject to regulation, prohibition, limitation and restriction by local, state and federal governmental agencies, as well as JEA; and

WHEREAS, in order to facilitate the timely completion of the expansion of JEA's Utility System, the Developer and JEA wish to set forth the terms and conditions for sharing the cost of the construction and installation of the Developer's Extension.

WHEREAS, it is in the mutual interest of JEA and Developer to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services; and

WHEREAS, JEA and Developer desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, JEA and Developer desire to entered into this Interlocal Agreement finding it to be necessary, proper, and convenient to the exercise of their powers, duties and purposes authorized by law.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, receipt of which is hereby acknowledged, Developer and JEA hereby covenant and agree as follows:

1. Effect of Recitals. The above recitals are incorporated into the body of this Agreement and are adopted as findings of fact.
2. Term. The term of this Agreement shall begin upon execution by both parties (the "Effective Date") and shall end upon acceptance by JEA of Developer's Extension unless earlier terminated as provided herein, but in no event shall the term of this Agreement exceed five years from the Effective Date. Notwithstanding anything to the contrary herein, JEA may, in its sole discretion, extend the term of this Agreement for a period not to exceed one year if such extension is necessary to complete the Developer's Extension, so long as Developer is making progress toward completion.
3. Conveyance of Developer's Extension. Developer shall, in accordance with the terms of this Agreement, (i) complete the Developer's Extension on or before September 30, 2029 and (ii) cause to be conveyed to JEA, free and

clear of all encumbrances, the Developer's Extension in consideration for the payment by JEA to Developer of the lump sum price of \$ 359,426.43 ("Contract Price"), which sum represents JEA's cost participation percentage as set forth in Section 2.1 of the JEA Cost Participation Policy, pursuant to Section 8 of this Agreement. Developer shall submit to JEA engineering plans and specifications for the Developer's Extension prepared by Developer's engineer and at Developer's cost, which plans, and specifications shall be approved in writing by JEA prior to any construction. Said plans and specifications shall comply with the JEA Water and Wastewater standards in effect at the time the plans and specifications are submitted to JEA. All construction of Developer's Extension shall be done by the Developer at Developer's cost pursuant to JEA's Cost Participation Policy and Procurement Code, and shall be consistent with JEA's Water and Wastewater Standards. Following conveyance by Developer, and acceptance by JEA, Developer's Extension, additions, repairs and replacements thereto shall at all times remain the sole, complete and exclusive property of and under the control of JEA, and the Developer shall have no right or claim in and to the Developer's Extension, but the Developer's Extension shall be used for providing service to the Development.

4. Contractor Selection. Developer shall procure all contractors performing work in connection with the construction and installation of the Developer's Extension in compliance with the applicable provisions of the JEA Procurement Code and Cost Participation Policy. Contractor selection shall be subject to the consent of JEA, which shall not be unreasonably withheld.

5. Plans. Prior to commencement of construction, Developer shall submit construction plans to JEA that include, at a minimum, a route survey depicting all improvements located in rights-of-way and/or dedicated easements, including, but not limited to, roads, driveways, landscaping, right-of-way boundaries, easements, and existing utilities. JEA will review said plans for constructability, hydraulic efficiency and conformity with JEA specifications. *Soft digs and geotechnical surveys may be required and will be determined during the plan review phase.* Upon satisfactory completion of the aforementioned plan review process, a minimum of five (5) sets of signed and sealed engineering plans must be submitted to JEA Environmental Services for FDEP permit processing. Once construction has commenced, Developer may not modify construction plans without JEA's written approval, which shall not be unreasonably withheld.

6. Performance Bond. Developer shall not begin construction on the Developer's Extension until it has caused its construction contractor to post a performance bond in a form acceptable to JEA guaranteeing completion of the Developer's Extension.

7. Permits. The Developer shall be responsible for procurement of all applicable permits and will submit to JEA one (1) copy of each permit issued for the project e.g.: FDEP, SJRWMD, applicable FDOT, County or City right of way permits, railroad crossing, etc. JEA reserves the right to withhold funding until all applicable permits have been obtained.

8. Contract Price. The Contract Price constitutes the total lump sum compensation payable to the Developer under this Agreement. All duties, responsibilities and obligations assigned to or undertaken by the Developer shall be at the Developers expense without change in the Contract Price except as stated herein. Should Developer make any changes to the design, plans and/or specifications after receiving JEA's approval under Section 5 above, any additional costs associated with these changes shall be the responsibility of the Developer. Should JEA request a change in the design, plans and/or specifications after receiving JEA's approval under Section 5 above, any additional costs associated with these changes shall be the responsibility of JEA, unless such changes are required to meet minimum JEA standards. Should circumstances be found by the awarded contractor which were not included in Developer's design, plan and specifications and result in additional costs to the awarded contractor, these additional costs shall be the sole responsibility of the Developer. JEA approval of any modification of construction plans is solely for the purposes of confirming that such modification is consistent with applicable JEA Water and Wastewater Standards and does not constitute consent on the part of JEA for assumption of additional costs associated with such modification.

9. Developer's Representative. The Developer is responsible for management of the construction phases of the project and will appoint a qualified professional engineer ("Engineer") licensed in the State of Florida as its project representative during the construction period. The Engineer will make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of the contractor's executed work. Based on information obtained during such visits and observations, Engineer will endeavor on the behalf of the Developer to determine, in general, if the work is proceeding in accordance with the plans described in Section 2 of this Agreement, any document described on Exhibit B, as described in Section 6 of this Agreement, and the construction contract for the Developer's Extension.

10. Project Close-out and Acceptance. Project close-out shall occur when the Developer has made satisfactory completion of the construction and acceptance processes as stated herein and in Exhibit B titled, "JEA Project Checklist" and likewise satisfied the terms of this Agreement in full.

11. Payment Procedures. Upon satisfactory review of the Developer's Application for Payment by JEA's construction inspector, JEA shall make a 50% progress payment on account of the Contract Price. This 50% payment shall be measured by the schedule of values or in the case of unit price work, based on the number of units completed.

(a) Final Payment - Upon satisfactory completion of the Work in accordance with the project close-out and acceptance process as stated in Section 10 herein, the Developer shall submit to JEA a request for final payment for the balance of the contract amount. Upon review and approval of JEA Project Manager, JEA will pay the balance of the lump sum contract price.

(b) The Developer warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment whether incorporated in the Project or not, will pass to JEA no later than the time of payment free and clear of all liens, judgments, encumbrances and mortgages.

12. Indemnification and Hold Harmless Provisions. In special consideration of the work herein described, the sufficiency of which is hereby acknowledged, Developer hereby agrees as follows:

Developer, its successors, and assigns shall indemnify JEA, its officers, commissioners, council members, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable, actually incurred, attorney's fee or other expenses or liabilities, of every kind and character resulting from any negligent act of Developer in the performance of its obligations under this Agreement. However, nothing in this Agreement shall constitute or be construed as a waiver of JEA's or Developer's sovereign immunity pursuant to Section 768.28, Florida Statutes, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. Grant of Easement and or Deed Rights. Developer shall grant, or cause to be granted, to JEA, its successors and assigns, the (i) exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace, improve, alter, remove, relocate and inspect water transmission and distribution mains, wastewater collection mains, reclaimed water distribution mains, pipe lines, lateral lines, valves, connections and appurtenant equipment over, across and under a twenty (20) foot strip of land centered on where the system lies on the Developer's Property or (ii) for certain systems including but not limited to pump or lift stations, a fee simple conveyance by Special Warranty Deed over property of variable dimensions together with the right of ingress and egress for both (i) and (ii). The easement rights granted with respect to public places shall be subject to the authority of the public authority having jurisdiction over such public places. Prior to JEA providing service to the Development, Developer shall execute a grant or grants of easement and or deed, or cause such execution by others who hold the requisite interests in real property, in recordable form to be approved by JEA, specifically granting to JEA the above rights necessary, in the discretion of JEA, to provide water and wastewater utility service to the Developer's Property. Nothing contained in this Agreement shall prevent Developer or any subsequent owner of Developer's Property from exercising itself or granting exclusive or non-exclusive rights, privileges and/or easements to any other parties for the furnishing of utility services other than water and wastewater, provided that JEA's use, occupancy and enjoyment of its easements are not unreasonably interfered with. JEA shall not be obligated to furnish any water or wastewater service to any building which may be built on Developer's Property to which it does not have access.

14. Developer's Right to Connect. Provided that Developer has complied with the terms of this Agreement and provided that the Developer's Extension is installed with the approval of JEA and in compliance with the requirements of all public, governmental or other agencies having supervision, regulation, direction or control of such water and wastewater utility systems, JEA shall allow Developer or its successors in-title to connect the Developer's Extension into JEA's Utility System.

15. Contract Administration. Developer shall be responsible for administering all aspects of the construction contract for the construction of Developer's Extension, including, but not limited to, review and processing of invoices and other

contract documents, review and resolution of technical issues (whether foreseen or unforeseen) that arise during construction, and facilitating project close-out upon completion of construction. Developer shall be responsible for all costs associated with said contract administration. It shall also be Developer's responsibility to coordinate construction schedules of its contractors.

16. JEA's Right of Termination of Agreement and Service. Unless there is a material default of this Agreement by JEA which is not cured within ten (10) days following the receipt by JEA of Developer's notice of such default, JEA shall have the right to refuse to provide service, the right to terminate service to any building within Developer's Property, and the right to terminate this Agreement in the event Developer defaults or fails to comply with any of the terms and conditions of this Agreement in a timely manner and fails to cure such default or fails to comply within ten (10) days following the receipt by Developer of JEA's notice of such default or failure to comply. In the event of termination, Developer shall be responsible for all actual costs of removing the connection and restoring JEA's water and/or sewerage system(s) to the condition(s) existing immediately prior to the connection(s).

17. Force Majeure. Neither party shall be liable or responsible to the other party as a result of injury to property or person, or failure to comply with the terms hereof, proximately caused by Force Majeure. The term "Force Majeure" as employed herein shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein which are beyond the control of the party claiming force majeure and qualify under Florida's impossibility of performance principles.

18. Approval by Governmental Agencies. JEA's obligations under this Agreement are contingent upon Developer obtaining all necessary approvals for Developer's Extension from all applicable governmental agencies. Developer hereby assumes the risk of loss as a result of the denial or withdrawal of the approval of any concerned governmental agency, or caused by an act of any governmental agency which affects the ability of JEA to provide water, wastewater and/or reclaimed water service to Developer not within the sole control of JEA and which, by exercise of due diligence, JEA is unable to overcome.

19. No Prohibition of Further Extension. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's extension to become overloaded and shall not adversely affect the reservation of capacity.

20. Modification of Development Plans. Should the Developer modify its development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than the water and wastewater demands designed and approved under the engineering plans

and specifications which are the subject of this Agreement, then Developer shall enter into a new agreement with JEA providing for the construction of such additional water or wastewater facilities meeting all JEA's and governmental design requirements and shall pay all additional contributions and fees as may be authorized by JEA's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed.

21. Notice of Connection to Wastewater System. Developer shall give JEA written notice that Developer is connecting the Developer's Extension to JEA's wastewater collection system no less than two (2) days prior to said connection for inspection. If Developer fails to give said written notice, JEA may require Developer to uncover and expose said connection for inspection, at the sole cost of Developer.

22. Connection of Buildings. Developer, or others, shall at its sole cost and expense connect the private property water pipes and the private property wastewater pipes of each building constructed on Developer's Property to the meters and wastewater laterals of Developer's Extension as reflected in plans and specifications approved by JEA. This connection shall not be the responsibility of JEA.

23. Application for Service. Developer, its successors, or the occupant(s) or owners of the Developer's Property, shall make written application to JEA for the opening of an account(s) for service. Said application is to be made only after the payment of all costs set forth herein. At the time of making said application for service, the applicant shall pay all service charges as set forth in JEA's Tariff.

24. Notice of Transfer of Developer's Property. Developer agrees to provide proper written notice to JEA of the actual date of the legal transfer of water and wastewater services from Developer to any third party. Developer shall remain responsible for all costs and expenses, including utility bills, which arise as a result of Developer's failure to notify or improper notification to JEA.

25. Insurance. Developer shall not commence work under this Agreement until its construction contractor has obtained insurance in the types and amounts set forth in Exhibit C, attached hereto and incorporated herein, and provided JEA with Certificates of Insurance naming JEA as additional insured.

26. No Prohibition of Further Extension. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's extension to become overloaded and shall not adversely affect the reservation of capacity.

27. Miscellaneous.

- (a) This Agreement supersedes all previous agreements or representations either verbal or written heretofore in effect between Developer and JEA and made with respect to the matters contained herein, and when duly

executed constitutes the complete Agreement between Developer and JEA. Any amendment to this Agreement shall be in writing and executed by the fully authorized representatives of Developer and JEA.

(b) Developer is an independent contractor in the performance of all activities under this Agreement. Nothing in this Agreement shall be construed to create an employment, agency, or partnership relationship between Developer and JEA.

(c) No third-party beneficiary status or interest is conveyed to any third party by this Agreement.

(d) Except as provided herein, neither Developer nor JEA shall assign, transfer, or sell any of the rights created under, or associated with, this Agreement without the express written consent of the non-assigning party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, nothing in this section shall prevent Developer from assigning or otherwise transferring its rights and duties under this Agreement to an affiliate, subsidiary, or parent company of Developer upon written notice to JEA.

(e) Developer shall maintain records sufficient to document completion of the work performed under this Agreement. Upon JEA's request, Developer shall allow JEA to audit its financial and operating records for the purpose of determining invoice accuracy or otherwise assessing compliance with this Agreement. Developer agrees to allow JEA personnel or their qualified representative access such records at Developer's offices upon reasonable notice. All audit work will be done on Developer's premises, and no Developer documentation will be removed from Developer's offices. Developer agrees to have knowledgeable personnel available to answer questions for the auditors during the time the auditors are at Developer's offices and for a period of two weeks thereafter. Developer shall provide to JEA audited financial statements for the most recent fiscal year for which an audit has been completed upon JEA's request no later than five days after receipt of written request from JEA.

(f) This Agreement was made and executed in St. Johns County, Florida, and shall be interpreted and construed according to the laws of the State of Florida. Litigation involving this Agreement, or any provision thereof shall take place in the State or Federal Courts located in St. Johns County, Florida.

(g) Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired.

(h) The headings used in the paragraphs of this Agreement are solely for the convenience of the parties and the parties agree that they shall be disregarded in the construction of this Agreement.

(i) This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto. It is understood that Developer may assign its rights hereunder to successor/owners of the Developer's parcels of real property included in the Developer's Property.

(j) JEA and Developer hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the Clerk of the Circuit Court of St. Johns County, Florida and the City of Jacksonville Legislative Services Division. in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

IN WITNESS WHEREOF, the parties hereto have duly executed this contract, in duplicate, the date and year first above written.

ATTEST:

JEA

Susan R. West, PE
Interim Director W/WW Planning & Development

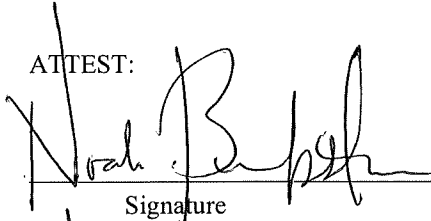
Robert J. Zammataro, PE
Chief Water Systems Officer

WITNESSES as to JEA:

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

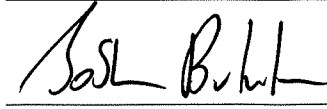
ATTEST:


Signature

NOAH BREAKSTONE
Print or Type Name

Vice Chairperson
Title

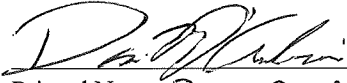
Greenbriar Community Development District


Signature

Joshua Breakstone
Print or Type Name

Chair
Title

WITNESSES as to District:


Printed Name: DAVID DAMBROSIO
Address: 10200 Willow Lane
Palm Beach Gardens FL 33410


Printed Name: CAROLINA MONTANO
Address: 401 E Las Olas Ste 1870
Ft Lauderdale FL 33301

I hereby certify that the expenditure contemplated by the foregoing contract has been duly authorized, and provision has been made for the payment of the monies provided therein to be paid.

Laure A. Whitmer
Director of Budgets

Form Approved:

Office of General Counsel

Exhibit A

Developer's Property Legal Description

(Attached)

Exhibit B

JEA Project Checklist



Acceptance Checklist

Project Name:	_____	Availability #:	_____
Engineer:	_____	Phone :	_____
Developer:	_____	Phone :	_____
Utility Contractor:	_____	Phone :	_____

_____ Address of Pump/Lift Station: _____

_____ Electric Meter #: _____

_____ Service Provider: _____

_____ **Bill of Sale for water and/or sewer improvements:** This is required under the water and sewer code, whereby all materials and appurtenances in the system(s) legally become the property of JEA. **Original signature and Notarized**

_____ **Dedication Warranty:** 2-year contractor warranty for infrastructure improvements.
**Original signature & must include Contractor's License No. **

_____ **Engineer's Final Certification:** Certificate in accordance with para 654.124 (Subdivision Regulations is on file) **Original signature with PE seal**

_____ **Owner's Affidavit of Construction Completion:** The original affidavit should be completed by the owner or developer. The affidavit should address JEA not the City of Jacksonville. **Original signature and Notarized**

_____ **Schedule of Values:** Be sure to include all applicable project information, including pump station information at the bottom of the document.

_____ **As-Built Approval Letter(s)**

_____ **Clearance Certificates on Water, Sewer and Reclaim Mains:**
Letters of certification from JEA and/or FDEP.

_____ **Approved Deed of Dedication, Easement(s), Recorded Plat, Hold Harmless Agreement**

_____ **Pump Station "Start-Up":** A copy of the pump station start-up report with the name of the pump (ex. Myers), control panel (ex. Unitron) and pump site address.

_____ **Record of Final Inspection:** Final inspection record should indicate attendees and deficiencies noted. The original with Project Engineer/Inspector's Certification that all punch-list items have been satisfied.

Please submit all applicable documents for final utility acceptance and service.

Revised 1/3/2019

Exhibit C

Insurance Requirements

Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Developer require its contractor to procure and maintain, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$2,000,000 each occurrence and annual aggregate.

Commercial General Liability, Excess or Umbrella Liability and Professional Liability (if applicable) policies shall remain in force throughout the duration of the project and until the Work is completed to JEA's satisfaction. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Developer's contractor shall specify JEA as additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, their board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Contractor's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Risk Management Services), 21 West Church Street, T12, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

Any contractors or subcontractors of Developer shall procure and maintain the insurance required hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by the contractor. The Contractor shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025**

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 1,455,187	\$ -	\$ -	\$ 1,455,187
Investments				
Revenue	-	790,167	-	790,167
Reserve	-	797,923	-	797,923
Construction	-	-	9,751,126	9,751,126
Cost of issuance	-	43	-	43
Due from Landowner	22,912	-	-	22,912
Due from general fund	-	-	1,445,145	1,445,145
Prepaid expense	1,680	-	-	1,680
Total assets	<u>\$ 1,479,779</u>	<u>\$ 1,588,133</u>	<u>\$11,196,271</u>	<u>\$14,264,183</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 22,752	\$ -	\$ -	\$ 22,752
Contracts payable	-	-	18,161	18,161
Retainage payable	-	-	12,093	12,093
Due to Landowner	-	18,991	360,602	379,593
Legal advertising advance	4,744	-	-	4,744
Due to capital projects fund	1,445,145	-	-	1,445,145
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>1,478,641</u>	<u>18,991</u>	<u>390,856</u>	<u>1,888,488</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	22,912	-	-	22,912
Total deferred inflows of resources	<u>22,912</u>	<u>-</u>	<u>-</u>	<u>22,912</u>
Fund balances:				
Restricted for:				
Debt service	-	1,569,142	-	1,569,142
Capital projects	-	-	10,805,415	10,805,415
Unassigned	(21,774)	-	-	(21,774)
Total fund balances	<u>(21,774)</u>	<u>1,569,142</u>	<u>10,805,415</u>	<u>12,352,783</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,479,779</u>	<u>\$ 1,588,133</u>	<u>\$11,196,271</u>	<u>\$14,264,183</u>

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 4,486	\$ 24,154	\$ 98,790	24%
Total revenues	<u>4,486</u>	<u>24,154</u>	<u>98,790</u>	24%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	20,000	48,000	42%
Legal	7,777	17,617	25,000	70%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	250	2,000	13%
Trustee*	-	-	5,500	0%
Telephone	17	117	200	59%
Postage	149	336	500	67%
Printing & binding	42	292	500	58%
Legal advertising	83	348	1,750	20%
Meeting room rental	-	378	-	N/A
Annual special district fee	-	175	175	100%
Insurance	-	5,250	5,500	95%
Contingencies/bank charges	80	630	750	84%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>12,231</u>	<u>45,393</u>	<u>98,790</u>	46%
Excess/(deficiency) of revenues over/(under) expenditures	(7,745)	(21,239)	-	
Fund balances - beginning	(14,029)	(535)	-	
Fund balances - ending	<u>\$ (21,774)</u>	<u>\$ (21,774)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Assessment levy: off-roll	\$ 790,167	\$ 790,167
Interest	2,900	5,811
Total revenues	<u>793,067</u>	<u>795,978</u>
EXPENDITURES		
Cost of issuance	5,925	230,715
Total expenditures	<u>5,925</u>	<u>230,715</u>
Excess/(deficiency) of revenues over/(under) expenditures	787,142	565,263
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	1,262,540
Original issue discount	-	(10,670)
Underwriter's discount	-	(229,000)
Total other financing sources	<u>-</u>	<u>1,022,870</u>
Net change in fund balances	787,142	1,588,133
Fund balances - beginning	782,000	(18,991)
Fund balances - ending	<u>\$ 1,569,142</u>	<u>\$ 1,569,142</u>

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ 1,445,145	\$ 1,445,145
Interest	36,236	73,402
Total revenues	<u>1,481,381</u>	<u>1,518,547</u>
EXPENDITURES		
Capital outlay	<u>263,135</u>	<u>548,131</u>
Total expenditures	<u>263,135</u>	<u>548,131</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,218,246	970,416
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	<u>-</u>	<u>10,187,460</u>
Total other financing sources/(uses)	<u>-</u>	<u>10,187,460</u>
Net change in fund balances	1,218,246	11,157,876
Fund balances - beginning	9,587,169	(352,461)
Fund balances - ending	<u>\$ 10,805,415</u>	<u>\$ 10,805,415</u>

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Greenbriar Community Development District held a Regular Meeting on March 13, 2025 at 3:00 p.m., at the offices of Regional Development, 50 Silver Forest Drive, Suite 203, St. Augustine, Florida 32092.

Present:

Joshua Breakstone	Chair
Samantha Breakstone	Assistant Secretary
Kevin Kramer	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Mike Eckert (via telephone)	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Peter Ma	District Engineer
Dave D'ambrosio	Development Team
Vince Sakowski	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 3:00 p.m. Supervisors Joshua Breakstone, Kramer, and Samantha Breakstone were present. Supervisors Onorato and Noah Breakstone were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2025-04, Directing the Chairman and District Staff to File a Petition with St. Johns County, Florida, Requesting the Passage of an Ordinance Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of the Boundary Amendment Process; and Providing an Effective Date

Mr. Torres presented Resolution 2025-04.

Mr. Eckert stated a request was received to subtract 56.57 acres from the CDD, which is not part of the assessment area that secures the current bonds. Staff recommends approval.

On MOTION by Mr. Kramer and seconded by Mr. Joshua Breakstone, with all in favor, Resolution 2025-04, Directing the Chairman and District Staff to File a Petition with St. Johns County, Florida, Requesting the Passage of an Ordinance Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of the Boundary Amendment Process; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of England-Thims & Miller, Inc. Work Authorization Number ETM-01 [Construction Engineering & Survey Services]

Mr. Torres presented England-Thims & Miller, Inc. Work Authorization Number ETM-01 for Construction Engineering and Survey Services.

Mr. Eckert asked the Board to approve the Work Authorization in substantial form, pending District Counsel's review. Once reviewed, Mr. Eckert or Ms. John will forward it to Mr. Torres to disseminate for signatures.

On MOTION by Mr. Joshua Breakstone and seconded by Mr. Kramer, with all in favor, England-Thims & Miller, Inc. Work Authorization Number ETM-01 for Construction Engineering & Survey Services, in the amount of \$34,060, in substantial form, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Disclosure of Public Finance

Mr. Torres presented the Disclosure of Public Finance.

Mr. Eckert stated when the CDD issues bonds, a Disclosure of Public Finance must be recorded in the County property records. This provides historical information about the CDD, including how it operates, what bonds were previously issued, the levying of debt and operations and maintenance assessments and maintenance components. Once approved, the document will be recorded in the property records.

On MOTION by Mr. Kramer and seconded by Ms. Samantha Breakstone, with all in favor, the Disclosure of Public Finance, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services****A. Affidavit of Publication****B. RFQ Package****C. Respondents**

I. Alliant Engineering, Inc.

II. England-Thims & Miller, Inc.

D. Competitive Selection Criteria/Ranking

The Board and Staff discussed the respondents and completed the Evaluation Criteria Ranking Sheet. Mr. Eckert tabulated the rankings and scores as follows:

#1 England-Thims & Miller, Inc. 94 points

#2 Alliant Engineering, Inc. 80 points

On MOTION by Mr. Kramer and seconded by Mr. Joshua Breakstone, with all in scoring and ranking of England-Thims & Miller, Inc., as the #1 ranked respondent to the RFQ for Engineering Services, with 94 points, and Alliant Engineering, Inc., as #2, with 80 points, was approved.

E. Award of Contract

- **Consideration of Form of Agreement for Professional Engineering Services**

On MOTION by Mr. Kramer and seconded by Mr. Joshua Breakstone, with all in favor, awarding the Engineering Services Contract to England-Thims & Miller, Inc., the #1 ranked respondent, authorizing District Counsel to prepare a Form of Agreement for Professional Engineering Services, and authorizing the Chair or Vice Chair to execute, was approved.

SEVENTH ORDER OF BUSINESS**Discussion: Builder's Insurance**

Mr. Torres presented an email he received from Egis Insurance regarding a direct purchase transaction that the CDD is doing. Part of the agreement requires the CDD to have Builder's Insurance, which is quoted at \$1,400 per month for close to \$1.5 million in coverage.

Mr. Ma explained that the CDD has a construction contract with a construction contractor that includes all the materials, labor, etc. In order to save on sales tax, CDDs sometimes direct purchase materials, which are then removed from the construction contractor's contract. It is necessary that, once the CDD purchases the materials, between delivery and project incorporation, they should be insured. If not, the CDD has the risk of loss.

Discussion ensued regarding whether to incur the insurance costs, a funding source, if the policy covers multiple vendors, insurance termination and insurance threshold.

Mr. Torres stated once the direct purchase is made, it will trigger the insurance. Staff and the construction manager will monitor to determine when to increase or terminate insurance.

On MOTION by Ms. Samantha Breakstone and seconded by Mr. Joshua Breakstone, with all in favor, authorizing Staff to process a requisition for Builder's Insurance, in the amount of \$1,400 per month, and authorizing the District Engineer and the Chair to sign off on insurance documents, was approved.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of January 31, 2025

On MOTION by Mr. Kramer and seconded by Mr. Joshua Breakstone, with all in favor, the Unaudited Financial Statements as of January 31, 2025, were accepted.

NINTH ORDER OF BUSINESS

Approval of January 22, 2025 Special Meeting Minutes

On MOTION by Mr. Kramer and seconded by Mr. Joshua Breakstone, with all in favor, the January 22, 2025 Special Meeting Minutes, as presented, were approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Mr. Eckert reported the following legislative items:

➤ A bill was introduced allowing CDDs to advertise on their websites versus in the newspaper; if it passes, this will result in cost-savings of approximately \$2,000.

➤ A bill was introduced to raise sovereign immunity limits from \$200,000 and \$300,000 to \$1 million and \$3 million per person and per occurrence.

B. District Engineer (Interim): England-Thims & Miller

Mr. D'Ambrosio provided an update on construction of the entry road to the Active Adult section. Mr. D'Ambrosio stated it is a short final extension of the CDD road.

Discussion ensued regarding the current construction project, construction plans, construction requisitions and the remaining project after the entry road is completed.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING: April 10, 2025 at 3:00 PM**

- **QUORUM CHECK**

The next meeting will be held on April 10, 2025, unless canceled.

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS

Public Comments

Resident Vince Sakowski asked about the number of home builders in the community, the number of gated communities in the development, number of homes and number of townhomes. Mr. D'Ambrosio stated the CDD has contracts with homebuilders that stipulate certain details be kept confidential until the builders close on the land. There are two sections behind gates and there are approximately 2,000 homes at this time and no townhomes. Asked if the builder or Developer will rent and remain in the community once construction is completed, Mr. Eckert stated the CDD is basically funding and managing the public infrastructure, which currently entails the road widening and the spine road; Staff does not anticipate the Developers staying in any of the communities that they establish.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Kramer and seconded by Mr. Joshua Breakstone, with all in favor, the meeting adjourned at 3:49 p.m.
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Secretary/Assistant Secretary

Chair/Vice Chair

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Regional Development, 50 Silver Forest Drive, Suite 203, St. Augustine, Florida 32092</i>		
<i>¹St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine, Florida 32095</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
February 13, 2025 CANCELED	Regular Meeting	3:00 PM
February 20, 2025 CANCELED	Special Meeting	3:00 PM
February 27, 2025 CANCELED	Special Meeting	3:00 PM
March 13, 2025	Regular Meeting	3:00 PM
April 10, 2025 ¹ CANCELED	Regular Meeting	3:00 PM
May 8, 2025 ¹ CANCELED	Regular Meeting	3:00 PM
June 12, 2025 ¹	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	3:00 PM
July 10, 2025 ¹	Regular Meeting	3:00 PM
August 14, 2025 ¹	Regular Meeting	3:00 PM
September 11, 2025 ¹	Regular Meeting	3:00 PM