

GREENBRIAR

**COMMUNITY DEVELOPMENT
DISTRICT**

August 14, 2025

**BOARD OF SUPERVISORS
PUBLIC HEARING
AND 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

August 7, 2025

Board of Supervisors
Greenbriar Community Development District

Dear Board Members:

The Board of Supervisors of the Greenbriar Community Development District will hold a Public Hearing and Regular Meeting on August 14, 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. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2025-14, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date
4. Consideration of Fiscal Year 2025/2026 Budget Funding Agreement
5. Consideration of Resolution 2025-15, Providing for the Collection and Enforcement of the Annual Installment of the Series 2025 Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
6. Consideration/Ratification of C.W. Matthews Construction Co., Inc. First Amendment to Agreement for Pinewalk Greenbriar Road Widening Work
7. Consideration of C.W. Matthews Construction Co., Inc. Second Amendment to Agreement for Pinewalk Greenbriar Road Widening Work
8. Consideration of Vallencourt Construction Company, Inc., First Amendment to Agreement for Pinewalk Phase 1 Collector Road Work
9. Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]

ATTENDEES:

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

- Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting

10. Acceptance of Unaudited Financial Statements as of June 30, 2025

11. Approval of July 8, 2025 Regular Meeting Minutes

12. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *England-Thims & Miller*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- 0 Registered Voters in District as of April 15, 2025
- NEXT MEETING DATE: September 11, 2025 at 3:00 PM

○ QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 2	SHIRA FERTEL	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 3	KEVIN KRAMER	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 4	JOSHUA BREAKSTONE	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 5	AHARON BENYOWITZ	☐ IN-PERSON	☐ PHONE	☐ NO

13. Board Members' Comments/Requests

14. Public Comments

15. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714 or Felix Rodriguez at (863) 510-8274.

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

3A

LOCALiQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Daphne Gillyard
Greenbriar Community Development District
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

07/24/2025, 07/31/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/31/2025

Legal Clerk

Notary, State of WI, County of Brown

8-25-26

My commission expires

Publication Cost:	\$211.44	
Tax Amount:	\$0.00	
Payment Cost:	\$211.44	
Order No:	11510051	# of Copies:
Customer No:	1344018	1
PO #:	FY2026 Budget Hearin	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026 PROPOSED BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Greenbriar Community Development District ("District") will hold a public hearing and regular meeting as follows:
DATE: August 14, 2025
TIME: 3:00 p.m.

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

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://greenbriarcdd.net>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2025-14
[FY 2026 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN 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, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Greenbriar Community Development District for the Fiscal Year Ending September 30, 2026."

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026 or within 60 days following the end of the FY 2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of August, 2025.

ATTEST:

**GREENBRIAR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2026 Budget

Exhibit A: FY 2026 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
------------------------	-----

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 Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
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					
		FY 2026 O&M	FY 2026 DS	FY 2026 Total	FY 2025
Product/Parcel	Units	Assessment	Assessment	Assessment	Total
		per Unit	per Unit	per Unit	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					
		FY 2026 O&M	FY 2026 DS	FY 2026 Total	FY 2025
Product	Units	Assessment	Assessment	Assessment	Total
		per Unit	per Unit	per Unit	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

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and effective as of October 1, 2025 ("**Effective Date**"), 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 2025/2026, which year commences on October 1, 2025, and concludes on September 30, 2026 ("**FY 2026 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. No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of either party hereto shall have any personal liability under this Agreement.

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 as of the Effective Date. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

[signatures on page to follow]

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: _____

Title: _____

Witness

By: _____

Name: _____

Title: _____

Exhibit A: Property Description

Exhibit B: Fiscal Year 2025/2026 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.

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF THE ANNUAL INSTALLMENT OF THE SERIES 2025 ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Greenbriar Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located St. Johns County, Florida ("**County**"); and

WHEREAS, on or about January 29, 2025, the District issued its \$11,450,000 Greenbriar Community Development District Special Assessment Revenue Bonds, Series 2025 ("**Series 2025 Bonds**") to finance certain infrastructure improvements, which Series 2025 Bonds has an initial debt service payment due on November 1, 2025; and

WHEREAS, pursuant to Chapters 170, 190, and 197, *Florida Statutes*, and Resolutions 2024-26, 2024-27, 2024-31, and 2025-03, the District previously levied assessments securing the Series 2025 Bonds on certain lands within the District ("**Series 2025 Assessments**"); and

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Fiscal Year 2025/2026"), the Board of Supervisors ("**Board**") of the District adopted its budget ("**Adopted Budget**") pursuant to Resolution 2025-14; and

WHEREAS, the District desires to certify for collection the annual installment of the previously levied Series 2025 Assessments for Fiscal Year 2025/2026; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached hereto as **Exhibit A**, and to directly collect the Series 2025 Assessments relating to the property listed on the Assessment Roll ("**Direct Collect Property**"), all as set forth in **Exhibit A**; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- a. **Direct Bill Assessments.** The previously levied Series 2025 Assessments levied on the Direct Collect Property will be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A**. Series 2025 Assessments directly collected by the District are due in full on or before **December 1, 2025**; provided, however, that, to the extent permitted by law, the Debt Assessments due may be

paid in several partial, deferred payments and according to the following schedule: **70%** due no later than **March 15, 2026**, and **30%** due no later than **September 15, 2026**.

- b. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2025/2026, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- c. **Future Collection Methods.** The District’s decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 2. ASSESSMENT ROLL; AMENDMENTS. The Assessment Roll, attached hereto as **Exhibit A**, is hereby certified for collection. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 14th day of August, 2025.

ATTEST:

**GREENBRIAR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Assessment Roll (Direct Collect) – Series 2025 Assessments

Exhibit A

Assessment Roll (Direct Collect) – Series 2025 Assessments

Exhibit A: Assessment Roll (Direct Collect) – Series 2025 Assessments

Parcel ID	FY 2026 O&M Assessment	FY 2026 DS Assessment	FY 2026 Total Assessment
0098800000	\$25,005.39	\$0.00	\$25,005.39
0099200012	\$35,190.20	\$412,982.81	\$448,173.01
0098900000	\$14,307.07	\$0.00	\$14,307.07
0098730000	\$16,160.74	\$379,316.19	\$395,476.93
0098930000	\$5,248.60	\$0.00	\$5,248.60
0098710000	\$1,646.99	\$0.00	\$1,646.99
0099100010	\$6,181.00	\$0.00	\$6,181.00
Total	\$103,740.00	\$792,299.00	\$896,039.00

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

6

**FIRST AMENDMENT TO AGREEMENT FOR PINEWALK GREENBRIAR ROAD WIDENING WORK
BETWEEN THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT AND C.W. MATTHEWS
CONSTRUCTION CO., INC.**

This First Amendment ("First Amendment") is made and entered into this ____ day of July, 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 ("**Owner**" or "**District**"), and

C.W. MATTHEWS CONSTRUCTION CO., INC., a Georgia corporation, with a mailing address of 1600 Kenview Drive, Marietta, Georgia 30060 ("**Contractor**").

RECITALS

WHEREAS, the Owner and Contractor previously entered into that *Agreement for Pinewalk Greenbriar Road Widening Work, dated April 15, 2025* ("**Agreement**"); and

WHEREAS, pursuant to Section A-4.1 of the General Conditions of the Agreement, the Owner and the Contractor desire to amend the Agreement to update the Contractor's insurance requirements; and

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

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

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

Section 2. Affirmation of Agreement. The Agreement is hereby affirmed, and the Owner and the Contractor hereto agree that it continues to constitute a valid and binding agreement between the Owner and the Contractor. Except as described in Section 3 of this Amendment, nothing herein shall modify the rights and obligations of the Owner and the Contractor under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

Section 3. Amendment of the Agreement. Section A-8.3 of the General Conditions of the Agreement is hereby amended by inserting the language indicated in single underlined text (indicated textually in the same manner as the following example: underlined text) and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: stricken text) as set forth herein:

A-8.3 Insurance Requirements. Required Insurance must, unless otherwise agreed in writing by Owner, be through an Owner approved self-insurance program of which ~~Owner~~ Contractor represents meets all requirements of the Agreement, or issued by reputable insurance carriers authorized to transact that class of insurance in the State(s) in which the Work is performed, having an A.M. Best rating of at least A- VIII. The cost of the Required Insurance (including deductibles and self-insured retentions related to claims arising out of the Work), as well as the cost of any other insurance carried by Contractor with respect to the Work, will be borne solely by Contractor, and Contractor shall reimburse Owner for amounts paid by Owner or other Additional Insureds due to deductibles or self-insured retentions with respect to Required Insurance. Contractor shall require the issuers of Required Insurance to waive subrogation rights with respect to the Additional Insureds, and Contractor hereby waives all rights against the Additional Insureds and Others for damage occurring on or after the date on which this Agreement is executed to the extent that damage (a) is covered by Required Insurance or any other insurance maintained by Contractor, (b) is attributable to any deductible or self-insured retention relating to insurance maintained by Contractor, or (c) arises out of the sole negligence of any Contractor-Group Members. Contractor shall ensure that Required Insurance policies (with the exception of any professional liability policies) do not include defense costs within the limits of liability, and do not include a deductible or self-insured retention in excess of \$10,000 (or \$50,000 for professional liability) except with Owner's written approval. Owner consents to Contractor's self-insured retention of \$3,000,000, on the condition that Contractor affirms such self-insurance fully complies with all applicable requirements set forth in this Agreement.

Section 4. All other terms of the Agreement shall remain in full force and effect and are hereby ratified.

[signatures next page]

IN WITNESS WHEREOF, the Owner and the Contractor execute this Amendment to be effective the day and year first written above.

ATTEST:

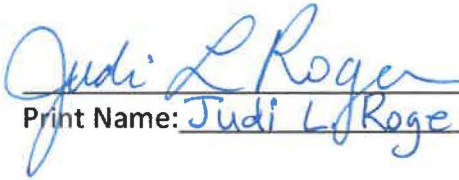
**GREENBRIAR COMMUNITY DEVELOPMENT
DISTRICT**

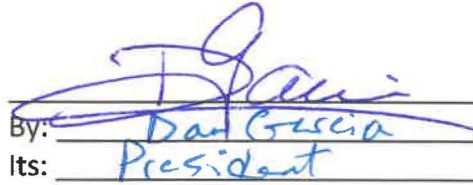
Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

**C.W. MATTHEWS CONSTRUCTION CO.,
INC.,**
a Georgia corporation


Print Name: Judi L. Rogers


By: Dan Garcia
Its: President

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

7

**SECOND AMENDMENT TO AGREEMENT FOR PINEWALK GREENBRIAR ROAD WIDENING WORK
BETWEEN THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT AND C.W. MATTHEWS
CONSTRUCTION CO., INC.**

This Second Amendment ("**Second Amendment**") 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 ("**Owner**" or "**District**"), and

C.W. MATTHEWS CONSTRUCTION CO., INC., a Georgia corporation, with a mailing address of 1600 Kenview Drive, Marietta, Georgia 30060 ("**Contractor**").

RECITALS

WHEREAS, the Owner and Contractor previously entered into that *Agreement for Pinewalk Greenbriar Road Widening Work, dated April 15, 2025* ("**Agreement**"); and

WHEREAS, pursuant to the Agreement, the Owner desires to extend and improve existing water, wastewater, and/or reclaimed water systems ("**JEA's Utility System**") by installing 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 the JEA's Utility System) which will benefit properties within the District; and

WHEREAS, the JEA desires to reimburse the District for the cost of the installation of the Pipe for the mutual benefit of both the Owner and JEA; and

WHEREAS, pursuant to Section A-4.1 of the Agreement, the Owner and the Contractor desire to amend the Agreement to incorporate required terms of the *JEA Interlocal Agreement for Construction and Reimbursement of Costs for Reclaimed Water Pipe*, dated _____, 2025, and attached hereto as **Exhibit A** ("**JEA Reimbursement Agreement**"); and

WHEREAS, the Owner and the Contractor each hereto have the authority to execute this Amendment and to perform its obligations and duties hereunder, and the Owner and the Contractor have satisfied all conditions precedent to the execution of this Amendment so that this constitutes a legal and binding obligation of each party hereto.

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

Section I. Recitals. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Amendment.

Section II. Affirmation of Agreement. The Agreement is hereby affirmed, and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Sections III through IX of this Amendment, nothing herein shall modify the rights and obligations of the Owner and the Contractor under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

Section III. Modification of Construction Plans. In accordance with Section 5 of the JEA Reimbursement Agreement, the Owner shall not modify construction plans without JEA's written approval. Contractor shall submit any proposed modifications of construction plans for all work performed under or related to the JEA Reimbursement Agreement to the Owner at least thirty (30) days in advance of the commencement of the proposed modification. If the Owner approves the proposed modification, it shall submit the proposed modification to JEA for approval and notify the Contractor of JEA's decision. For all construction plan modification requests not related to the JEA Reimbursement Agreement, the terms of the original Agreement shall apply.

Section IV. Performance Bond. Pursuant to Section 6 of the JEA Reimbursement Agreement, prior to commencing work, the Contractor shall post a performance bond in a form acceptable to JEA, guaranteeing completion of work performed under or related to the JEA Reimbursement Agreement.

Section V. Warranty. In addition to any warranties provided to the Owner under the Agreement, the Contractor shall provide a two (2)-year warranty for infrastructure improvements governed by the JEA Reimbursement Agreement, as further described in Exhibit A of the JEA Reimbursement Agreement.

Section VI. JEA Insurance Requirements. For all work performed related to the JEA Reimbursement Agreement, Contractor shall name JEA, its board members, officers, employees, agents, successors, and assigns as additional insureds on all required insurance policies (except Workers' Compensation and Employer's Liability) and provide the Owner with certificates and endorsements evidencing such coverage. The Contractor shall comply with all insurance requirements in Exhibit B of the JEA Reimbursement Agreement, with respect to all work performed under or related thereto, including but not limited to making such insurance primary to any other insurance maintained by JEA, and shall include a Waiver of Subrogation in favor of JEA, its board members, officers, employees, agents, successors, and assigns.

Section VII. Indemnification. Contractor 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 Contractor in the performance of its obligations under the Agreement. Nothing herein shall be construed as a waiver of JEA's or Owner's sovereign immunity pursuant to Section 768.28, Florida Statutes, or other law, nor shall it inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or law.

Section VIII. JEA Project Close-Out and Acceptance. For all work performed under or related to the JEA Reimbursement Agreement, the Contractor shall assist the Owner in completing the JEA Acceptance Checklist (attached at Exhibit A of the JEA Reimbursement Agreement), including but not limited to providing all information necessary for the Owner to submit to JEA a Schedule of Values, Pump Station "Start-Up" Report, and Clearance Certificates for Water, Sewer, and Reclaim Mains.

Section IX. All other terms of the Agreement shall remain in full force and effect and are hereby ratified.

[signatures next page]

IN WITNESS WHEREOF, the Parties execute this Amendment to be effective the day and year first written above.

ATTEST:

**GREENBRIAR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

**C.W. MATTHEWS CONSTRUCTION CO.,
INC.**, a Georgia corporation

Print Name: _____

By: _____

Its: _____

Exhibit A: JEA Reimbursement Agreement

Exhibit A
JEA Reimbursement Agreement

DRAFT

This instrument prepared by
and return to:
Michael C. Eckert
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**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, 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

Susan R. West, PE
Director W/WW Engineering

Robert J. Zammataro, PE
Chief Water Systems Officer

WITNESSES as to JEA:

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

DRAFT

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

8

**FIRST AMENDMENT TO AGREEMENT FOR PINEWALK PHASE 1 COLLECTOR ROAD WORK
BETWEEN THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT AND VALLENCOURT
CONSTRUCTION COMPANY, INC.**

This First Amendment ("**First Amendment**") 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 ("**Owner**" or "**District**"), and

VALLENCOURT CONSTRUCTION COMPANY, INC., a Florida corporation, with a mailing address of 449 Center Street, Green Cove Springs, Florida 32043 ("**Contractor**").

RECITALS

WHEREAS, the Owner and Contractor previously entered into that *Agreement for Pinewalk Phase 1 Collector Road Work, dated February 4, 2025* ("**Agreement**"); and

WHEREAS, pursuant to the Agreement, the Owner desires to extend and improve existing water, wastewater, and/or reclaimed water systems ("**JEA's Utility System**") by constructing approximately 5,600 feet of 16-inch transmission water main ("**JEA Water Main**") which will benefit properties within the District; and

WHEREAS, the Owner and JEA desire to share the cost of the construction of the JEA Water Main for the mutual benefit of both the Owner and JEA; and

WHEREAS, pursuant to Section A-4.1 of the Agreement, the Owner and the Contractor desire to amend the Agreement to incorporate required terms of the *JEA Cost Participation Interlocal Agreement for Extension of Utility System*, dated _____, 2025, and attached hereto as **Exhibit A** ("**JEA Cost Share Agreement**") ; and

WHEREAS, the Owner and the Contractor each hereto have the authority to execute this Amendment and to perform its obligations and duties hereunder, and the Owner and the Contractor have satisfied all conditions precedent to the execution of this Amendment so that this constitutes a legal and binding obligation of each party hereto.

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

Section I. Recitals. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Amendment.

Section II. Affirmation of Agreement. The Agreement is hereby affirmed, and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Sections III through IX of this Amendment, nothing herein shall modify the rights and obligations of the Owner and the Contractor under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

Section III. Modification of Construction Plans. In accordance with Section 5 of the JEA Cost Share Agreement, the Owner shall not modify construction plans without JEA's written approval. Contractor shall submit any proposed modifications of construction plans for all work performed under or related to the JEA Cost Share Agreement to the Owner at least thirty (30) days in advance of the commencement of the proposed modification. If the Owner approves the proposed modification, it shall submit the proposed modification to JEA for approval and notify the Contractor of JEA's decision. For all construction plan modification requests not related to the JEA Cost Share Agreement, the terms of the original Agreement shall apply.

Section IV. Performance Bond. Pursuant to Section 6 of the JEA Cost Share Agreement, prior to commencing work, the Contractor shall post a performance bond in a form acceptable to JEA, guaranteeing completion of work performed under or related to the JEA Cost Share Agreement.

Section V. Warranty. In addition to any warranties provided to the Owner under the Agreement, the Contractor shall provide a two (2)-year warranty for infrastructure improvements governed by the JEA Cost Share Agreement, as further described in Exhibit B of the JEA Cost Share Agreement.

Section VI. JEA Insurance Requirements. For all work performed related to the JEA Cost Share Agreement, Contractor shall name JEA, its board members, officers, employees, agents, successors, and assigns as additional insureds on all required insurance policies (except Workers' Compensation and Employer's Liability) and provide the Owner with certificates and endorsements evidencing such coverage. The Contractor shall comply with all insurance requirements in Exhibit C of the JEA Cost Share Agreement, with respect to all work performed under or related thereto, including but not limited to making such insurance primary to any other insurance maintained by JEA, and shall include a Waiver of Subrogation in favor of JEA, its board members, officers, employees, agents, successors, and assigns.

Section VII. Indemnification. Contractor 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 Contractor in the performance of its obligations under the Agreement. Nothing herein shall be construed as a waiver of JEA's or Owner's sovereign immunity pursuant to Section 768.28, Florida Statutes, or other law, nor shall it inure to the

benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or law.

Section VIII. Notice of Connection to Water System. In accordance with Section 21 of the JEA Cost Share Agreement, the Owner shall provide written notice to JEA at least two (2) days prior to connecting the JEA Water Main to JEA's wastewater collection system for inspection. To facilitate timely notice, the Contractor shall give Owner seven (7) days' written notice when the JEA Water Main is ready for connection. If the Contractor fails to provide such notice, it shall, at its sole cost, uncover and expose the connection for inspection if required by Owner.

Section IX. JEA Project Close-Out and Acceptance. For all work performed under or related to the JEA Cost Share Agreement, the Contractor shall assist the Owner in completing the JEA Acceptance Checklist (attached at Exhibit B of the JEA Cost Share Agreement), including but not limited to providing all information necessary for the Owner to submit to JEA a Schedule of Values, Pump Station "Start-Up" Report, and Clearance Certificates for Water, Sewer, and Reclaim Mains.

Section X. All other terms of the Agreement shall remain in full force and effect and are hereby ratified.

[signatures next page]

IN WITNESS WHEREOF, the Parties execute this Amendment to be effective the day and year first written above.

ATTEST:

**GREENBRIAR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

**VALLENCOURT CONSTRUCTION COMPANY,
INC.**, a Florida corporation

Print Name: _____

By: _____

Its: _____

Exhibit A: JEA Cost Share Agreement

Exhibit A
JEA Cost Share Agreement

DRAFT

**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

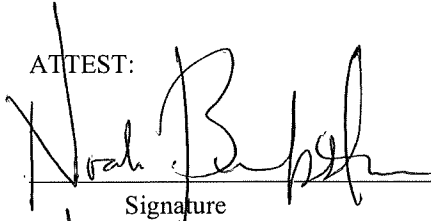
Robert J. Zammataro, PE
Chief Water Systems Officer

WITNESSES as to JEA:

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

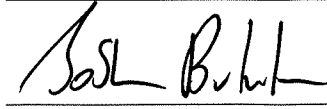
ATTEST:


Signature

NOAH BREAKSTONE
Print or Type Name

Vice Chairperson
Title

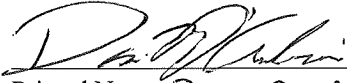
Greenbriar Community Development District


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

9

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

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

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

	General Fund	Debt Service Fund Series 2025	Capital Projects Fund Series 2025	Total Governmental Funds
ASSETS				
Cash	\$ 9,468	\$ -	\$ -	\$ 9,468
Investments				
Revenue	-	318,960	-	318,960
Reserve	-	803,586	-	803,586
Construction	-	-	9,841,376	9,841,376
Cost of issuance	-	62	-	62
Due from Landowner	11,710	-	-	11,710
Prepaid expense	1,680	-	-	1,680
Total assets	<u>\$ 22,858</u>	<u>\$ 1,122,608</u>	<u>\$ 9,841,376</u>	<u>\$10,986,842</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 10,897	\$ -	\$ -	\$ 10,897
Contracts payable	-	-	120,480	120,480
Retainage payable	-	-	51,932	51,932
Due to Landowner	-	18,991	360,601	379,592
Legal advertising advance	4,744	-	-	4,744
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>21,641</u>	<u>18,991</u>	<u>533,013</u>	<u>573,645</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	11,709	-	-	11,709
Total deferred inflows of resources	<u>11,709</u>	<u>-</u>	<u>-</u>	<u>11,709</u>
Fund balances:				
Restricted for:				
Debt service	-	1,103,617	-	1,103,617
Capital projects	-	-	9,308,363	9,308,363
Unassigned	(10,492)	-	-	(10,492)
Total fund balances	<u>(10,492)</u>	<u>1,103,617</u>	<u>9,308,363</u>	<u>10,401,488</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 22,858</u>	<u>\$ 1,122,608</u>	<u>\$ 9,841,376</u>	<u>\$10,986,842</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 12,148	\$ 47,066	\$ 98,790	48%
Total revenues	<u>12,148</u>	<u>47,066</u>	<u>98,790</u>	48%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	30,000	48,000	63%
Legal	-	17,849	25,000	71%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	667	1,000	2,000	50%
Trustee*	-	-	5,500	0%
Telephone	16	150	200	75%
Postage	30	378	500	76%
Printing & binding	42	375	500	75%
Legal advertising	93	441	1,750	25%
Meeting room rental	-	378	-	N/A
Annual special district fee	-	175	175	100%
Insurance	-	5,250	5,500	95%
Contingencies/bank charges	85	817	750	109%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	210	210	100%
Total expenditures	<u>4,933</u>	<u>57,023</u>	<u>98,790</u>	58%
Excess/(deficiency) of revenues over/(under) expenditures	7,215	(9,957)	-	
Fund balances - beginning	(17,707)	(535)	-	
Fund balances - ending	<u>\$ (10,492)</u>	<u>\$ (10,492)</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 SERIES 2025
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date
REVENUES		
Assessment levy: off-roll	\$ -	\$ 790,167
Interest	4,012	15,212
Total revenues	<u>4,012</u>	<u>805,379</u>
EXPENDITURES		
Principal	-	310,000
Cost of issuance	-	230,715
Interest	-	164,926
Total expenditures	<u>-</u>	<u>705,641</u>
Excess/(deficiency) of revenues over/(under) expenditures	4,012	99,738
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	4,012	1,122,608
Fund balances - beginning	1,099,605	(18,991)
Fund balances - ending	<u>\$ 1,103,617</u>	<u>\$ 1,103,617</u>

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

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ -	\$ 1,445,145
Interest	33,194	141,534
Total revenues	<u>33,194</u>	<u>1,586,679</u>
EXPENDITURES		
Capital outlay	465,851	2,113,315
Total expenditures	<u>465,851</u>	<u>2,113,315</u>
Excess/(deficiency) of revenues over/(under) expenditures	(432,657)	(526,636)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	10,187,460
Total other financing sources/(uses)	<u>-</u>	<u>10,187,460</u>
Net change in fund balances	(432,657)	9,660,824
Fund balances - beginning	9,741,020	(352,461)
Fund balances - ending	<u>\$ 9,308,363</u>	<u>\$ 9,308,363</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 July 8, 2025 at 3:00 p.m., at the St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine, Florida 32095.

Present:

Joshua Breakstone	Chair
Noah Breakstone	Vice Chair
Kevin Kramer	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Mike Eckert	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Peter Ma (via telephone)	District Engineer
Shira Fertel	Member of the Pubic
Aharon Benyowitz	Member of the Pubic
Mike Goodman	Member of the Pubic
Kathy Goodman	Member of the Pubic
Anna Ryan	Member of the Pubic
Richard Ryan	Member of the Pubic

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 3:14 p.m.

Supervisors Joshua Breakstone, Noah Breakstone and Kramer were present. Supervisors Onorato and Samantha Breakstone were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Acceptance of Resignation of Samantha Breakstone [Seat 2]

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41
42 **On MOTION by Mr. Noah Breakstone and seconded by Mr. Joshua Breakstone,**
43 **the resignation of Samantha Breakstone from Seat 2, was accepted.**

44
45
46 **▪ Acceptance of Resignation of Justin Onorato [Seat 5]**

47 **This item was an addition to the agenda.**

48 **On MOTION by Mr. Noah Breakstone and seconded by Mr. Joshua Breakstone,**
49 **the resignation of Justin Onorato from Seat 5, was accepted.**

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52 **FOURTH ORDER OF BUSINESS**

**Consideration of Appointment to Fill
Unexpired Term of Seat 2; Term Expires
November 2028**

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54
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56 Mr. Noah Breakstone nominated Shira Fertel to fill Seat 2. No other nominations were
57 made.

58
59 **On MOTION by Mr. Noah Breakstone and seconded by Mr. Joshua Breakstone,**
60 **the appointment of Shira Fertel to fill Seat 2, was approved.**

61
62
63 **• Administration of Oath of Office (the following to be provided under separate cover)**

64 Mr. Torres, a Notary of the State of Florida and duly authorized, administered the Oath of
65 Office to Shira Fertel. He provided and explained the following:

66 **A. Required Ethics Training and Disclosure Filing**

- 67 **• Sample Form 1 2023/Instructions**

68 **B. Board Membership, Obligations and Responsibilities**

69 **C. Guide to the Sunshine Amendment and Code of Ethics for Public Officers and**
70 **Employees**

71 **D. Form 8B: Memorandum of Voting Conflict**

72 **▪ Consideration of Appointment to Fill Unexpired Term of Seat 5; Term Expires November**
73 **2026, and Administration of Oath of Office**

74 **This item was an addition to the agenda.**

Mr. Noah Breakstone nominated Aharon Benyowitz to fill Seat 5. No other nominations were made.

On MOTION by Mr. Noah Breakstone and seconded by Mr. Joshua Breakstone, the appointment of Aharon Benyowitz to fill Seat 5, was approved.

Mr. Torres, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Aharon Benyowitz. He provided the items in the Fourth Order of Business.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-12, Electing and Removing Officers of the District and Providing for an Effective Date

Mr. Torres presented Resolution 2025-12. Mr. Breakstone nominated the following:

Joshua Breakstone	Chair
Noah Breakstone	Vice Chair
Kevin Kramer	Assistant Secretary
Shira Fertel	Assistant Secretary
Aharon Benyowitz	Assistant Secretary

No other nominations were made.

This Resolution removes the following from the Board:

Samantha Breakstone	Assistant Secretary
Justin Oronato	Assistant Secretary

The following prior appointments by the Board remain unchanged by this Resolution:

Craig Wrathell	Secretary
Ernesto Torres	Assistant Secretary
Felix Rodriguez	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. Noah Breakstone and seconded by Mr. Joshua Breakstone, with all in favor, Resolution 2025-12, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-13, Authorizing Issuance of Competitive Solicitations for Implementation of the District's Capital Improvement Program; Approving Evaluation Criteria for Requests for Qualifications and Requests for Proposals; Establishing a Construction Evaluation Committee; Appointing Initial Members of the Construction Evaluation Committee and Providing for Removal and Replacement; Defining the Duties of the Construction Evaluation Committee; Providing a Severability Clause; and Providing an Effective Date

Mr. Torres presented Resolution 2025-13.

Mr. Eckert stated that adoption of this Resolution will enable the CDD to establish a Construction Evaluation Committee to assist in going out to bid for large projects and it authorizes the Committee to deviate from the Evaluation Criteria within a small percentage based on the project. The following Committee Members will be inserted in Section 5:

1. Eric Lavoie
2. Peter Ma
3. Aharon Benyowitz

The Resolution will also be changed from the Committee ranking the proposals to the CDD Board ranking them.

On MOTION by Mr. Noah Breakstone and seconded by Mr. Kramer, with all in favor, Resolution 2025-13, as amended, Authorizing Issuance of Competitive Solicitations for Implementation of the District's Capital Improvement Program; Approving Evaluation Criteria for Requests for Qualifications and Requests for Proposals; Establishing a Construction Evaluation Committee; Appointing Initial Members of the Construction Evaluation Committee and Providing for Removal and Replacement; Defining the Duties of the Construction Evaluation

Committee; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

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

Mr. Torres presented Resolution 2025-06

On MOTION by Mr. Noah Breakstone and seconded by Mr. Kramer, with all in favor, 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, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of JEA Contract for Outside Lighting Service for Private Interests [Pinewalk Collector Road]

Mr. Torres presented the JEA Contract for Outside Lighting Service for Private Interests Pinewalk Collector Road. Mr. Ma stated that this Agreement is required for any territory outside the City of Jacksonville. Via the Agreement, JEA agrees to furnish, install and maintain the 28 lights with 18' poles and the lights, at a monthly rate of \$7.53 per month for each light plus a fuel charge. If the CDD does not keep the contract for the three years, there is a \$154 per light take down charge.

Discussion ensued regarding what the lights look like and researching them.

On MOTION by Mr. Noah Breakstone and seconded by Mr. Joshua Breakstone, with all in favor, the JEA Contract for Outside Lighting Service for Private Interests Pinewalk Collector Road, subject to Chair or Vice Chair approval, was approved.

NINTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of May 31, 2025**

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

TENTH ORDER OF BUSINESS**Approval of June 12, 2025 Regular Meeting
Minutes**

**On MOTION by Mr. Noah Breakstone and seconded by Mr. Kramer, with all in
favor, the June 12, 2025 Regular Meeting Minutes, as presented, were approved.**

ELEVENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP****B. District Engineer: England-Thims & Miller**

There were no District Counsel or District Engineer reports.

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

➤ **August 14, 2025 at 3:00 PM [Adoption of FY 2026 Budget]**

➤ **September 11, 2025 at 3:00 PM**

○ **QUORUM CHECK**

TWELFTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS**Public Comments**

Mr. Mike Goodman, a member of the public, asked about the big deforestation occurring east of Mill Creek Forest and North Greenbriar Road. A Board Member stated it is part of the development of the property for a CDD road, widening Greenbriar Road and a neighborhood being developed by a builder who purchased the land. Mr. Goodman asked how many acres are in that area. The number of acres is not known but it will be about 500 detached residential lots.

218 Ms. Kathy Goodman, a member of the public, asked if there will be multiple builders. It
219 was noted there will likely be multiple builders.

220 The Board requested that Developer-related questions not be asked during a CDD
221 meeting.

222 Ms. Goodman asked if the CDD road will be public roads. The answer was yes. Regarding
223 the entity responsible for road maintenance, Mr. Eckert believes the County and the CDD will
224 each have some responsibilities.

225 Ms. Anna Ryan, a member of the public, asked if land is designated for a County Park and
226 County School and, if so, what the access points would be. She saw information about there being
227 three amenity centers and asked if the CDD will be a golf cart community. She asked when homes
228 will start being built and sold, will there be a connection to the Veterans Parkway and the
229 proposed Town Center in the area. She voiced her opinion on the type of lights being considered.

230 It was noted that Ms. Ryan's questions are more questions for the Developer than for the
231 CDD Board.

232 Mr. Kramer discussed a nearby park development by the County.

233 Mr. Richard Ryan, a member of the public, asked if the CDD must maintain a feeder road
234 and asked if the CDD will incur the expense. Mr. Kramer discussed the CDD possibly maintaining
235 landscaping.

236

237 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

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239 **On MOTION by Mr. Kramer and seconded by Mr. Joshua Breakstone, with all in**
240 **favor, the meeting adjourned at 3:35 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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248 _____
Secretary/Assistant Secretary

Chair/Vice Chair

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

April 16, 2025

Greenbriar CDD
Attn: Daphne Gillyard, Director of Admin Services
2300 Glades Rd, Ste. 410W
Boca Raton, FL 33431

Dear Daphne Gillyard:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

Greenbriar CDD

0 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2025.

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes
Supervisor of Elections

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 8, 2025 ¹	Regular Meeting	3:00 PM
July 10, 2025 ¹ <i>rescheduled to July 8, 2025</i>	Regular Meeting	3:00 PM
August 14, 2025 ¹	Public Hearing and Regular Meeting <i>Adoption of FY2026 Budget</i>	3:00 PM
September 11, 2025 ¹	Regular Meeting	3:00 PM