

GREENBRIAR

COMMUNITY DEVELOPMENT

DISTRICT

November 13, 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
<https://greenbriarcdd.net/>

November 6, 2025

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

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 November 13, 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. Consent Agenda
 - A. Ratification/Consideration of Requisitions (Series 2025)

I.	Number 39	C.W. Matthews Contracting Co.	[\$2,084,590.41]
II.	Number 40	AT&T CWO	[\$68,083.55]
III.	Number 41	Vallencourt Construction Co., Inc.	[\$347,121.29]
IV.	Number 42	ETM	[\$16,035.00]
V.	Number 43	ETM	[\$12,907.50]
VI.	Number 44	Kutak Rock, LLP	[\$7,552.00]
VII.	Number 45	C.W. Matthews Contracting Co.	[\$945,642.72]
 4. Public Hearing to Consider the Identification of Assessment Factors for a New Product Size and Reallocation of Assessments
 - *Hear testimony from the affected property owners as to the propriety and advisability of the proposed special assessment program*
 - *Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessment program on a basis of justice and right.*
 - A. Affidavit/Proof of Publication

- B. Mailed Notice to Property Owner(s)
- C. Amended and Restated Engineer's Report
- D. Amended and Restated Master Special Assessment Methodology Report
- E. Consideration of Resolution 2026-04, Designating a New Equivalent Residential Unit Factor of 0.533 for Townhomes; Adopting an Amended and Restated Master Special Assessment Methodology Report; and Providing for Severability and an Effective Date

5. Consideration of Resolution 2026-05, Amending and Restating Resolution 2025-13; Authorizing Issuance of Competitive Solicitations for Implementation of the District's Capital Improvement Program; Providing for authority of District Engineer to Make Certain Deviations; 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

6. Consideration of Resolution 2026-06, Amending Resolution 2024-21 and Authorizing the Disbursement of Funds of the District Without Prior Approval of the District's Board of Supervisors ("Board"); Setting Certain Monetary Thresholds; and Providing for Severability and an Effective Date

7. Review of Responses to RFP for Pinewalk Active Adult Collector Road

- A. Respondents
- B. Evaluation/Ranking
- C. Authorization to Negotiate and Finalize Contract

8. Consideration of Resolution 2026-07, Designating a Date, Time, and Location for Landowners' Meeting of the District, and Providing for an Effective Date

9. Acceptance of Unaudited Financial Statements as of September 30, 2025

10. Approval of October 9, 2025 Regular Meeting Minutes

11. Staff Reports

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

- NEXT MEETING DATE: December 11, 2025 at 3:00 PM

- QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 2	SHIRA FERTEL	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 3	KEVIN KRAMER	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 4	JOSHUA BREAKSTONE	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 5	AHARON BENYOWITZ	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

12. Board Members' Comments/Requests

13. Public Comments

14. 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**

3

**CONSENT
AGENDA**

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT**

**3A
CONSENT
AGENDA**

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS I**

FORMS OF REQUISITIONS

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (ASSESSMENT AREA ONE)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Greenbriar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of January 1, 2025, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2025, (collectively, the "Series 2025 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2025 Indenture):

- (A) Requisition Number: **39**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: **C.W. Matthews Contracting Co.**
- (D) Amount Payable: **\$2,084,590.41**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund; and
3. each disbursement set forth above was incurred in connection with the Costs of the Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

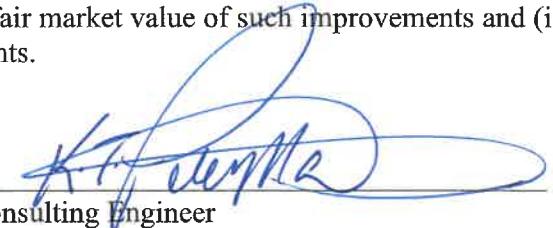
**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 9/23/2025

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER:
 Greenbriar Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, Florida 33431

FROM CONTRACTOR:
 C.W. Matthews Contracting Co., Baker Division
 102 Morgan Lane Industrial Blvd.
 Pooler, Georgia 31322

Atn: Mariela Estrella - mestrella@cwmattews.com

PROJECT:
 Pinewalk Greenbriar Road Widening
 Greenbriar CDD

APPLICATION #: 4
 PERIOD TO: 08/31/25
 PROJECT NOS: 3195.04

Distribution to:
 Owner
 Const. Mgr
 Engineer
 Contractor

CONTRACT DATE: 4/15/2025

C.W. Matthews CONTRACTING CO.
 BAKER DIVISION



CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$ 8,571,717.83
2. Net change by Change Orders-----	\$
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 8,571,717.83
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$ 2,663,982.54
5. RETAINAGE:	
a. 5% of Completed Work (Columns D+E on Continuation Sheet)	\$ 133,199.13
b. _____ of Stored Material (Column F on Continuation Sheet)	\$
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----)	\$ 133,199.13
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$ 2,530,783.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$ 1,188,593.76
8. CURRENT PAYMENT DUE-----	\$ 1,342,189.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 6,040,934.42

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

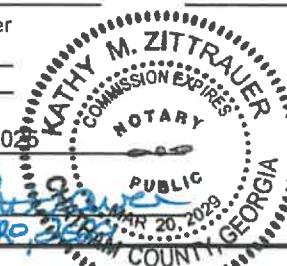
By:

Date: 8/26/2025

Brian Regenhardt / Controller

State of: Georgia

County of: Chatham

Subscribed and sworn to before
me this 26th day of August, 2025

Notary Public: *Kathy M. Zittauer*
 My Commission expires: *April 20, 2026*

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 1,342,189.65

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: *Lyndsay Keller, PE*

By:

Date: 2025/08/26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 4

PROJECT:

APPLICATION DATE: 08/26/25

Pinewalk Greenbriar Road Widening

PERIOD TO: 31-Aug-25

ARCHITECT'S PROJECT NO: 3195.04

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
	Mobilization & Site Preparation	469,355.91	112,537.33	44,252.91		156,790.24	33%	312,565.67	7,839.51
	Maintenance of Traffic	176,100.16	14,343.39	14,343.39		28,686.78	16%	147,413.38	1,434.34
	Clearing & Grubbing	233,785.73	101,050.44	85,260.00		186,310.44	80%	47,475.29	9,315.52
	Earthwork	585,294.55	487,906.25			487,906.25	83%	97,388.30	24,395.31
	Flowable Fill	200,000.00						200,000.00	
	Rem/Replace Unsuitable Material (Contingency)	142,250.00	132,292.50			132,292.50	93%	9,957.50	6,614.63
	Roadway Construction	2,180,923.78						2,180,923.78	
	JEA Water Main	105,455.95						105,455.95	
300	SIGNS - SUB	10,776.58						10,776.58	
320	STRIPING - SUB	86,118.21						86,118.21	
350	OVERHEAD DRY UTILITY COORDINATION	7,141.42	3,570.70			3,570.70	50%	3,570.72	178.54
	Erosion Control	59,706.83	21,866.88	3,964.62		25,831.50	43%	33,875.33	1,291.58
	Drainage	2,309,253.35		431,475.08		431,475.08	19%	1,877,778.27	21,573.75
630	LANDSCAPING, IRRIGATION, & ROOT BARRIER	52,464.06						52,464.06	
640	Temporary Irrigation System	10,463.29						10,463.29	
	Grassing	178,660.43						178,660.43	
670	TEMP. SEED & MULCH CONTINGENCY	2,060.00						2,060.00	
	Irrigation Sleeves & Elec/Tele/CATV	84,540.00		33,816.00		33,816.00	40%	50,724.00	1,690.80
	Stormwater Pollution Prevention	62,216.00	8,855.80	6,221.60		15,077.40	24%	47,138.60	753.87
760	TESTING ALLOWANCE	100,000.00	10,000.00	10,000.00		20,000.00	20%	80,000.00	1,000.00
770	PERFORMANCE & PAYMENT BOND	41,019.91	41,019.91			41,019.91	100%		2,051.00
780	WARRANTY BOND	13,081.31						13,081.31	
790	Phase 1 As Builts	17,715.59						17,715.59	
	Alternate Reuse System	1,443,334.77	317,708.13	783,497.61		1,101,205.74	76%	342,129.03	55,060.29
	TOTALS	8,571,717.83	1,251,151.33	1,412,831.21		2,663,982.54		5,907,735.29	133,199.13

Conditional Waiver and Release of Lien Upon Progress Payment

The undersigned lienor, in consideration of the sum of **\$1,342,189.65**, C.W. Matthews Contracting Co. hereby conditionally waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 08/31/2025 to Greenbriar Community Development District on the job of Greenbriar CDD to the following Property:

Pinewalk Greenbriar Road Widening
St. Johns County, Florida

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified unless listed below:

08/31/2025

Company Name: C.W. Matthews Contracting Co.

Address: PO Drawer 970, Marietta, Georgia 30061

Signature:  08/26/2025 Brian Regenhardt

Title: Controller, Baker Division

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) October 1, 1996 a person may not require lessor to furnish a waiver or release that is different from the statutory form.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER:
 Greenbriar Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, Florida 33431

FROM CONTRACTOR:
 C.W. Matthews Contracting Co., Baker Division
 102 Morgan Lane Industrial Blvd.
 Pooler, Georgia 31322

Attn: Mariela Estrella - mestrella@cwmattthews.com

PROJECT:
 Pinewalk Greenbriar Road Widening
 Greenbriar CDD

APPLICATION #: 5
 PERIOD TO: 09/30/25
 PROJECT NOS: 3195.05

Distribution to:

<input checked="" type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input checked="" type="checkbox"/>	Engineer
<input checked="" type="checkbox"/>	Contractor

CONTRACT DATE: 4/15/2025

C.W. Matthews CONTRACTING CO.
BAKER DIVISION



CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$ 8,571,717.83
2. Net change by Change Orders-----	\$
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 8,571,717.83
4. TOTAL COMPLETED & STORED TO DATE-----\$ (Column G on Continuation Sheet)	\$ 3,445,457.02
5. RETAINAGE:	
a. 5% of Completed Work (Columns D+E on Continuation Sheet)	\$ 172,272.85
b. of Stored Material (Column F on Continuation Sheet)	\$
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$ 172,272.85
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$ 3,273,184.17
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$ 2,530,783.41
8. CURRENT PAYMENT DUE-----	\$ 742,400.76
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 5,298,533.66

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By:

Brian Regenhardt / Controller

Date: 9/22/2025

State of: Georgia

County of: Chatham

Subscribed and sworn to before me this 22nd day of September, 2025.

Notary Public:

My Commission expires: 09/20/2026

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5

PROJECT:

APPLICATION DATE: 09/22/25

Pinewalk Greenbriar Road Widening

PERIOD TO: 30-Sep-25

ARCHITECT'S PROJECT NO: 3195.05

A Item No.	B Description of Work	C Scheduled Value	D E F Work Completed		G Materials Presently Stored (Not In D or E)	H Total Completed And Stored To Date (D + E + F)	I % (G/C)	Balance To Finish (C - G)	J Retainage
			From Previous Application (D + E)	This Period					
	Mobilization & Site Preparation	469,355.91	156,790.24	43,952.98		200,743.22	43%	268,612.69	10,037.16
	Maintenance of Traffic	176,100.16	28,686.78	14,343.39		43,030.17	24%	133,069.99	2,151.51
	Clearing & Grubbing	233,785.73	186,310.44			186,310.44	80%	47,475.29	9,315.52
	Earthwork	585,294.55	487,906.25			487,906.25	83%	97,388.30	24,395.31
	Flowable Fill	200,000.00						200,000.00	
	Rem/Replace Unsuitable Material (Contingency)	142,250.00	132,292.50			132,292.50	93%	9,957.50	6,614.63
	Roadway Construction	2,180,923.78						2,180,923.78	
	JEA Water Main	105,455.95						105,455.95	
300	SIGNS - SUB	10,776.58						10,776.58	
320	STRIPING - SUB	86,118.21						86,118.21	
350	OVERHEAD DRY UTILITY COORDINATION	7,141.42	3,570.70			3,570.70	50%	3,570.72	178.54
	Erosion Control	59,706.83	25,831.50			25,831.50	43%	33,875.33	1,291.58
	Drainage	2,309,253.35	431,475.08	413,670.06		845,145.14	37%	1,464,108.21	42,257.26
630	LANDSCAPING, IRRIGATION, & ROOT BARRIER	52,464.06						52,464.06	
640	Temporary Irrigation System	10,463.29						10,463.29	
	Grassing	178,660.43						178,660.43	
670	TEMP. SEED & MULCH CONTINGENCY	2,060.00						2,060.00	
	Irrigation Sleeves & Elec/Tele/CATV	84,540.00	33,816.00			33,816.00	40%	50,724.00	1,690.80
	Stormwater Pollution Prevention	62,216.00	15,077.40	6,221.60		21,299.00	34%	40,917.00	1,064.95
760	TESTING ALLOWANCE	100,000.00	20,000.00			20,000.00	20%	80,000.00	1,000.00
770	PERFORMANCE & PAYMENT BOND	41,019.91	41,019.91			41,019.91	100%		2,051.00
780	WARRANTY BOND	13,081.31						13,081.31	
790	Phase 1 As Builts	17,715.59						17,715.59	
	Alternate Reuse System	1,443,334.77	1,101,205.74	303,286.45		1,404,492.19	97%	38,842.58	70,224.61
	TOTALS	8,571,717.83	2,663,982.54	781,474.48		3,445,457.02		5,126,260.81	172,272.85

Conditional Waiver and Release of Lien Upon Progress Payment

The undersigned lienor, in consideration of the sum of \$742,400.76, C.W. Matthews Contracting Co. hereby conditionally waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 09/30/2025 to Greenbriar Community Development District on the job of Greenbriar CDD to the following Property:

Pinewalk Greenbriar Road Widening

St. Johns County, Florida

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified unless listed below:

08/31/2025

Company Name: C.W. Matthews Contracting Co.

Address: PO Drawer 970, Marietta, Georgia 30061

Signature: BR
09/22/2025

Brian Regenhardt

Title: Controller, Baker Division

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) October 1, 1996 a person may not require lienor to furnish a waiver or release that is different from the statutory form.

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS II**

FORMS OF REQUISITIONS

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (ASSESSMENT AREA ONE)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Greenbriar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of January 1, 2025, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2025, (collectively, the "Series 2025 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2025 Indenture):

- (A) Requisition Number: **40**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: **AT&T CWO**
- (D) Amount Payable: **\$68,083.55**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund; and
3. each disbursement set forth above was incurred in connection with the Costs of the Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

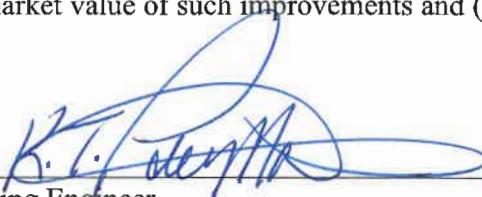
**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.



Consulting Engineer

Date: 9/25/2025

**LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST**

September 3, 2025

CWO- 44141

Project Number: A05B4A5

Customer Name: GREENBRIAR CDD

Billing Address: 2300 GLADES RD SUITE 410W BOCA RATON FL 33431

Contact Name: GREENBRIAR CDD

Contact email Address: GREENBRIARCDD@DISTRICTAP.COM

Contact Phone Number: (561) 571-0100

Site Location: GREENBRIAR RD, ST JOHNS, FL, 32259

AT&T has received a request from you to perform the following work:

PER CUSTOMER BRIAN LANDEWEER, EXISTING POLES TO BE REMOVED AND REPLACED PER JEA AS-BUILTS. JOB REQUIRES REMOVING EXISTING CABLE AND REPLACING 1392' OF 144F AND 1316' OF 576F. REMOVE AND REPLACE 1122' OF EXISTING 6M STRAND. UNSPICE CABLE TO BE REMOVED AND SPLICE NEW CABLE. 144F WILL REQUIRE NEW SPLICE CASE AND PULL BACK 50' TO CREATE COIL ON EXISTING CABLE. REMOVE 3 GUY/ANCHORS. PREPARE OCALC REPOR

Estimated Actual Cost Quote

Expenses	Amount
ENGINEERING LABOR	\$ 9,103.07
MATERIAL COST	\$ 9,539.71
CONSTRUCTION LABOR	\$ 49,476.03
CONTRACTOR COST	\$ 464.74
MISC. COST	\$ 0.00
<hr/>	
Estimated Contract Price	\$ 68,583.55
<i>Less Credits/Payments</i>	<i>\$ 500.00</i>
Estimated Balance Due	\$ 68,083.55

Charges of \$25,000 or greater are billed at actual cost. However, an advance payment based on the estimated cost of the special construction charges is required before work can begin. At the completion of the project, an additional payment may be required if costs exceed the estimated amount. A refund will be issued if actual costs are less than the estimated amount.

This signed agreement and advance payment of **\$ 68,083.55** must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.



CUSTOM WORK AGREEMENT

CWO- 44141

Project Number: A05B4A5

This Custom Work Agreement ("Agreement") is entered into by and between

BellSouth Telecommunications, LLC. d/b/a AT&T Southeast (hereafter "AT&T") and
GREENBRIAR CDD (Customer).

AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.

2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T **\$ 68,083.55**. Advance payment based on estimated cost is required before work will begin for any project estimated to cost \$25K or more. Payment in full for the remaining balance exceeding the advance payment based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.

3. **Price Quote.** The price is guaranteed for 60 days from September 3, 2025. If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.

4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.

5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

11. **Miscellaneous.**

- A. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. **Interpretation.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. **Attorneys' fees.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce its rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CWO- 44141

Project Number: A05B4A5

Date Quote Expires: 11/2/2025

AT&T Design Engineer: CHANDA WRIGHT CW2588

ACCEPTED FOR CUSTOMER:

AT&T CWO Manager Contact Information

Authorized Signature

Jose Cambray Digitally signed by Jose Cambray
Date: 2025.09.17 09:00:34 -05'00'

Title:

CWO Manager: Jose Cambray

Company:

Phone Number: 715-393-5330

Printed Name:

Email Address: jc0352@att.com

Date:

Date: September 3, 2025

Please send check payable to AT&T CWO along with original signed agreement to:

AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS III**

FORMS OF REQUISITIONS

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (ASSESSMENT AREA ONE)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Greenbriar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of January 1, 2025, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2025, (collectively, the "Series 2025 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2025 Indenture):

- (A) Requisition Number: **41**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: **Vallencourt Construction Co., Inc.**
- (D) Amount Payable: **\$347,121.29**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund; and
3. each disbursement set forth above was incurred in connection with the Costs of the Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

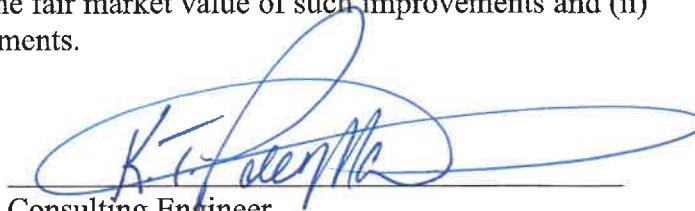
**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

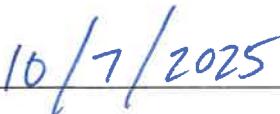
Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: _____


10/7/2025

Marcus McLarnay, President
Mike Vallencourt Sr., Chairman

Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President



INVOICE

Date: 09/01/2025

Period To: 09/30/2025

To: Greenbriar Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

VCC Project #: 202485

Greenbriar Community Dev... Project #: Pinewalk Phase 1 Collect...

Greenbriar Community Dev... Subcontract #: 202485

Application #: 8

Attn.:

Project Description: **Pinewalk Phase 1 Collector Rd
Greenbriar Road
Fruit Cove, FL 32259**

ORIGINAL CONTRACT AMOUNT.....	\$ 10,375,355.87
CHANGE ORDERS TO DATE.....	\$ 0.00
REVISED CONTRACT AMOUNT.....	\$ 10,375,355.87
PERCENTAGE COMPLETE.....	.36.17%
WORK COMPLETE TO DATE.....	\$ 3,752,917.30
STORED MATERIALS.....	\$ 0.00
TOTAL COMPLETED & STORED.....	\$ 3,752,917.30
LESS RETAINAGE.....	\$ 187,645.96
TOTAL EARNED LESS RETAINAGE.....	\$ 3,565,271.34
LESS PREVIOUS BILLINGS.....	\$ 3,218,150.05
CURRENT DUE.....	\$ 347,121.29

Account Summary:	Sales This Period	Sales To Date
Gross:	365,390.82	3,752,917.30
Retainage:	18,269.53	187,645.96
Net:	347,121.29	3,565,271.34



449 Center Street, Green Cove Springs, FL 32043 | (904) 291-9330 | **VALLENCOURT.COM**

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

TO: Greenbriar Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

PROJECT: Pinewalk Phase 1 Collector Rd

APPLICATION NO: 8

Distribution to:

[] OWNER
[] ENGINEER
[] CONTRACTOR

FROM: Vallencourt Construction Co. Inc.
449 Center Street
Green Cove Springs, FL 32043

PERIOD TO: 09/30/2025

CONTRACTOR'S
PROJECT NO: 202485

CONTRACT DATE:

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Vallencourt Construction Co. Inc. Spence Nagy, Estimator/Project Manager

By: Spence Nagy

Date: 09/30/2025

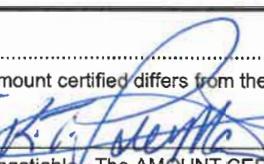
ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED.....

\$ 347,121.29

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: Engr 

By: R. Vallencourt Date: 10/1/2025
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Greenbriar Community Development District

Pinewalk Phase 1 Collector Rd

Fruit Cove, FL 32259

APPLICATION NUMBER:

8

APPLICATION DATE:

09/30/2025

PERIOD TO:

09/30/2025

VCC PROJECT #:

202485

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	MOBILIZATION AND SITE PREPARATION	\$199,114.70	\$99,557.38	\$19,911.47	\$0.00	\$119,468.85	60.00%	\$79,645.85	\$5,973.46
100	General Conditions	\$95,738.70	\$47,869.36	\$9,573.87	\$0.00	\$57,443.23	60.00%	\$38,295.47	\$2,872.17
104.01	Construction Entrance	\$4,535.71	\$2,267.86	\$453.57	\$0.00	\$2,721.43	60.00%	\$1,814.28	\$136.09
400	Surveying	\$52,624.81	\$26,312.41	\$5,262.48	\$0.00	\$31,574.89	60.00%	\$21,049.92	\$1,578.73
700	Maintenance Of Traffic (Basic Signs)	\$8,940.09	\$4,470.05	\$894.01	\$0.00	\$5,364.06	60.00%	\$3,576.03	\$268.20
1123	Maintain Haul Road	\$37,275.39	\$18,637.70	\$3,727.54	\$0.00	\$22,365.24	60.00%	\$14,910.15	\$1,118.27
	CLEARING AND GRUBBING	\$330,660.60	\$330,660.60	\$0.00	\$0.00	\$330,660.60	100.00%	\$0.00	\$16,533.03
903	Clearing (Assumes Burning)	\$330,660.60	\$330,660.60	\$0.00	\$0.00	\$330,660.60	100.00%	\$0.00	\$16,533.03
	COLLECTOR ROADS	\$3,281,762.52	\$642,523.84	\$0.00	\$0.00	\$642,523.84	19.58%	\$2,639,238.68	\$32,126.20
1104	Strip Topsoil	\$252,074.10	\$252,074.10	\$0.00	\$0.00	\$252,074.10	100.00%	\$0.00	\$12,603.71
1105	Bury Strippings Onsite	\$190,046.40	\$190,046.40	\$0.00	\$0.00	\$190,046.40	100.00%	\$0.00	\$9,502.32
1108	Site Cut	\$14,053.80	\$14,053.80	\$0.00	\$0.00	\$14,053.80	100.00%	\$0.00	\$702.69
1109	Place & Compact Fill (Onsite)	\$186,349.54	\$186,349.54	\$0.00	\$0.00	\$186,349.54	100.00%	\$0.00	\$9,317.48
1118	Final Dressout (One Time)	\$105,900.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$105,900.40	\$0.00
1119	Dress Behind Electric Contractor	\$10,674.71	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,674.71	\$0.00
1300	Subsoil Stabilization	\$306,259.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$306,259.80	\$0.00
1302	Subgrade for Sidewalk	\$56,057.75	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$56,057.75	\$0.00
1402	6" Limerock (Temp Cul De Sac)	\$16,940.78	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,940.78	\$0.00
1403	8" Limerock	\$526,702.61	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$526,702.61	\$0.00
1503	1" Asphalt Pavement (Temp Cul De Sac)	\$6,615.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,615.60	\$0.00
1503	1" Asphalt Pavement (Roadway - 2nd Lift)	\$184,252.12	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$184,252.12	\$0.00
1505	1 1/2" Asphalt Pavement (Roadway - 1st Lif	\$278,462.48	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$278,462.48	\$0.00
1517	Prime Limerock	\$13,168.68	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,168.68	\$0.00
1518	Tack Coat	\$12,714.23	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,714.23	\$0.00
1700	Striping & Signs	\$55,742.06	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,742.06	\$0.00
1805	18" City Std. Curb & Gutter	\$420,552.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$420,552.00	\$0.00
2001	12' Concrete MUP	\$442,075.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$442,075.00	\$0.00
2003	5' Sidewalk	\$170,175.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$170,175.00	\$0.00
2005	A.D.A. Handicap Ramps	\$5,511.06	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,511.06	\$0.00
2006	A.D.A. Mats	\$27,434.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,434.40	\$0.00
	TESTING	\$63,070.49	\$25,228.19	\$6,307.05	\$0.00	\$31,535.24	50.00%	\$31,535.25	\$1,576.76
1110	Earthwork Density Testing	\$63,070.49	\$25,228.19	\$6,307.05	\$0.00	\$31,535.24	50.00%	\$31,535.25	\$1,576.76
	SEEDING AND MULCHING	\$36,307.15	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$36,307.15	\$0.00
1202	Site Seed and Mulch	\$36,307.15	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$36,307.15	\$0.00
	SODDING	\$235,858.68	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$235,858.68	\$0.00
1205	BOC Sod Strip	\$7,344.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,344.00	\$0.00

Greenbriar Community Development District

Pinewalk Phase 1 Collector Rd

APPLICATION NUMBER:

8

APPLICATION DATE:

09/30/2025

PERIOD TO:

09/30/2025

VCC PROJECT #:

202485

Fruit Cove, FL 32259

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE	
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1201	Site Sod	\$228,514.68	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$228,514.68	\$0.00
	STORM DRAINAGE SYSTEM	\$1,015,584.91	\$499,331.60	\$149,123.05	\$0.00	\$648,454.65	63.85%	\$367,130.26	\$32,422.77
3003	Dewater Storm Drain	\$69,116.40	\$36,188.80	\$13,307.80	\$0.00	\$49,496.60	71.61%	\$19,619.80	\$2,474.83
3012	Type "C" Inlet 0-6' Deep	\$14,892.20	\$14,892.20	\$0.00	\$0.00	\$14,892.20	100.00%	\$0.00	\$744.61
3026	Curb Inlet 0-6' Deep	\$58,501.43	\$13,500.33	\$13,500.33	\$0.00	\$27,000.66	46.15%	\$31,500.77	\$1,350.04
3027	Curb Inlet 6-8' Deep	\$57,110.30	\$57,110.30	\$0.00	\$0.00	\$57,110.30	100.00%	\$0.00	\$2,855.52
3029	Curb Inlet 10-12' Deep	\$31,661.58	\$31,661.58	\$0.00	\$0.00	\$31,661.58	100.00%	\$0.00	\$1,583.08
3054	Control Structure 0-6' Deep	\$10,585.63	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,585.63	\$0.00
3055	Control Structure 6-8' Deep	\$46,207.95	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$46,207.95	\$0.00
3061	Storm Manhole 0-6' Deep	\$4,004.78	\$4,004.78	\$0.00	\$0.00	\$4,004.78	100.00%	\$0.00	\$200.24
3063	Storm Manhole 8-10' Deep	\$6,047.91	\$6,047.91	\$0.00	\$0.00	\$6,047.91	100.00%	\$0.00	\$302.40
3064	Storm Manhole 10-12' Deep	\$21,876.87	\$0.00	\$7,292.29	\$0.00	\$7,292.29	33.33%	\$14,584.58	\$364.61
3075	Storm Top Adjustments	\$22,787.17	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,787.17	\$0.00
3076	Storm Inverts	\$3,857.56	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,857.56	\$0.00
3077	Underdrain Stubs from Inlets	\$49,535.20	\$0.00	\$36,198.80	\$0.00	\$36,198.80	73.08%	\$13,336.40	\$1,809.94
3085	18" Mitered End Section	\$7,076.65	\$5,661.32	\$1,415.33	\$0.00	\$7,076.65	100.00%	\$0.00	\$353.84
3086	24" Mitered End Section	\$15,776.82	\$5,258.94	\$5,258.94	\$0.00	\$10,517.88	66.67%	\$5,258.94	\$525.90
3087	30" Mitered End Section	\$18,801.30	\$12,534.20	\$0.00	\$0.00	\$12,534.20	66.67%	\$6,267.10	\$626.71
3088	36" Mitered End Section	\$15,796.16	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,796.16	\$0.00
3124	18" ADS 8-10' Deep	\$29,200.38	\$29,200.38	\$0.00	\$0.00	\$29,200.38	100.00%	\$0.00	\$1,460.02
3127	24" ADS 6-8' Deep	\$18,602.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,602.40	\$0.00
3136	36" ADS 10-12' Deep	\$28,659.62	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,659.62	\$0.00
3184	15" RCP 0-6' Deep	\$12,723.10	\$12,723.10	\$0.00	\$0.00	\$12,723.10	100.00%	\$0.00	\$636.15
3185	15" RCP 6-8' Deep	\$4,577.58	\$4,577.58	\$0.00	\$0.00	\$4,577.58	100.00%	\$0.00	\$228.88
3191	18" RCP 0-6' Deep	\$62,571.60	\$28,191.60	\$27,962.40	\$0.00	\$56,154.00	89.74%	\$6,417.60	\$2,807.70
3192	18" RCP 6-8' Deep	\$88,523.26	\$88,523.26	\$0.00	\$0.00	\$88,523.26	100.00%	\$0.00	\$4,426.16
3198	24" RCP 0-6' Deep	\$28,135.58	\$14,269.72	\$13,865.86	\$0.00	\$28,135.58	100.00%	\$0.00	\$1,406.78
3199	24" RCP 6-8' Deep	\$22,195.76	\$22,195.76	\$0.00	\$0.00	\$22,195.76	100.00%	\$0.00	\$1,109.79
3200	24" RCP 8-10' Deep	\$40,739.58	\$40,739.58	\$0.00	\$0.00	\$40,739.58	100.00%	\$0.00	\$2,036.98
3205	30" RCP 0-6' Deep	\$18,021.54	\$18,021.54	\$0.00	\$0.00	\$18,021.54	100.00%	\$0.00	\$901.08
3206	30" RCP 6-8' Deep	\$36,042.30	\$5,721.00	\$30,321.30	\$0.00	\$36,042.30	100.00%	\$0.00	\$1,802.12
3207	30" RCP 8-10' Deep	\$17,222.36	\$17,222.36	\$0.00	\$0.00	\$17,222.36	100.00%	\$0.00	\$861.12
3213	36" RCP 6-8' Deep	\$12,182.52	\$12,182.52	\$0.00	\$0.00	\$12,182.52	100.00%	\$0.00	\$609.13
3214	36" RCP 8-10' Deep	\$11,089.08	\$11,089.08	\$0.00	\$0.00	\$11,089.08	100.00%	\$0.00	\$554.45
3215	36" RCP 10-12' Deep	\$104,020.68	\$7,813.76	\$0.00	\$0.00	\$7,813.76	7.51%	\$96,206.92	\$390.69
3279	Punch Out Storm Drain	\$9,772.26	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,772.26	\$0.00
3280	TV Storm Drain	\$17,669.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,669.40	\$0.00

Greenbriar Community Development District

Pinewalk Phase 1 Collector Rd

Fruit Cove, FL 32259

APPLICATION NUMBER:

8

APPLICATION DATE:

09/30/2025

PERIOD TO:

09/30/2025

VCC PROJECT #:

202485

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE	
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	STORMWATER MANAGEMENT FACILITY	\$1,162,193.15	\$504,583.21	\$0.00	\$0.00	\$504,583.21	43.42%	\$657,609.94	\$25,229.16
1000	Pond Excavation	\$492,968.30	\$391,774.68	\$0.00	\$0.00	\$391,774.68	79.47%	\$101,193.62	\$19,588.73
1001	Dewater for Pond	\$76,657.75	\$60,921.90	\$0.00	\$0.00	\$60,921.90	79.47%	\$15,735.85	\$3,046.10
1104	Demuck Existing Pond	\$32,409.85	\$32,409.85	\$0.00	\$0.00	\$32,409.85	100.00%	\$0.00	\$1,620.49
1116	Dewater Existing Pond	\$19,476.78	\$19,476.78	\$0.00	\$0.00	\$19,476.78	100.00%	\$0.00	\$973.84
1120	Dress Behind Bulkhead Contractor	\$7,780.57	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,780.57	\$0.00
1203	Pond Sod	\$177,489.18	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$177,489.18	\$0.00
2103	Cast In Place Concrete Retaining Wall - A1	\$355,410.72	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$355,410.72	\$0.00
	GROUNDWATER CUT-OFF WALLS	\$203,160.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$203,160.00	\$0.00
1007	Cutoff Wall	\$203,160.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$203,160.00	\$0.00
	PAVING AND DRAINAGE AS-BUILTS	\$23,920.37	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,920.37	\$0.00
500	As Builts (P&D)	\$23,920.37	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,920.37	\$0.00
	JEA WATERMAIN	\$1,066,386.44	\$451,624.05	\$88,877.46	\$0.00	\$540,501.51	50.69%	\$525,884.93	\$27,025.09
7011	16" DR25 PVC Water Main	\$444,387.30	\$222,193.65	\$88,877.46	\$0.00	\$311,071.11	70.00%	\$133,316.19	\$15,553.55
7012	12" DR18 PVC Water Main	\$35,621.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,621.20	\$0.00
7014	8" DR18 PVC Water Main	\$4,470.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,470.00	\$0.00
7015	6" DR18 PVC Water Main	\$8,624.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,624.00	\$0.00
7020	16" Joint Restraints	\$83,915.00	\$83,915.00	\$0.00	\$0.00	\$83,915.00	100.00%	\$0.00	\$4,195.75
7021	12" Joint Restraints	\$8,823.78	\$8,823.78	\$0.00	\$0.00	\$8,823.78	100.00%	\$0.00	\$441.19
7023	8" Joint Restraints	\$1,035.16	\$1,035.16	\$0.00	\$0.00	\$1,035.16	100.00%	\$0.00	\$51.76
7024	6" Joint Restraints	\$1,650.96	\$1,650.96	\$0.00	\$0.00	\$1,650.96	100.00%	\$0.00	\$82.55
7067	10" RPZ Backflow Preventer	\$28,032.28	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,032.28	\$0.00
7088.05	16" Sleeve	\$2,551.21	\$2,551.21	\$0.00	\$0.00	\$2,551.21	100.00%	\$0.00	\$127.56
7094.05	16" Gate Valve	\$86,316.00	\$43,158.00	\$0.00	\$0.00	\$43,158.00	50.00%	\$43,158.00	\$2,157.90
7095	12" Gate Valve	\$33,178.44	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$33,178.44	\$0.00
7097	8" Gate Valve	\$2,919.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,919.50	\$0.00
7098	6" Gate Valve	\$27,395.48	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,395.48	\$0.00
7101	Sample Point	\$4,469.49	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,469.49	\$0.00
7102	Locate Wire Box	\$7,302.10	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,302.10	\$0.00
7104	Valve Box Installation	\$7,838.97	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,838.97	\$0.00
7105	Flushing Hydrant	\$19,099.84	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,099.84	\$0.00
7106	Fire Hydrant	\$50,803.10	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,803.10	\$0.00
7108.05	16 X 16" Tee	\$7,099.46	\$3,549.73	\$0.00	\$0.00	\$3,549.73	50.00%	\$3,549.73	\$177.49
7109	16 x 12" Tee	\$14,665.00	\$8,799.00	\$0.00	\$0.00	\$8,799.00	60.00%	\$5,866.00	\$439.95
7111	16 x 8" Tee	\$2,430.05	\$2,430.05	\$0.00	\$0.00	\$2,430.05	100.00%	\$0.00	\$121.50
7112	16 x 6" Tee	\$17,050.24	\$8,525.12	\$0.00	\$0.00	\$8,525.12	50.00%	\$8,525.12	\$426.26
7119	12 x 6" Tee	\$1,386.33	\$1,386.33	\$0.00	\$0.00	\$1,386.33	100.00%	\$0.00	\$69.32

Greenbriar Community Development District
Pinewalk Phase 1 Collector Rd

 APPLICATION NUMBER: **8**
 APPLICATION DATE: **09/30/2025**
 PERIOD TO: **09/30/2025**
 VCC PROJECT #: **202485**
Fruit Cove, FL 32259

A	B	C	D		E	F	G	H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(G+C)	TO FINISH (C-G)	
7133	8 x 6" Tee	\$835.27	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$835.27	\$0.00
7150.05	16" 90 Bend	\$2,439.89	\$2,439.89	\$0.00	\$0.00	\$2,439.89	100.00%	\$0.00	\$121.99
7154	6" 90 Bend	\$1,054.56	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,054.56	\$0.00
7156	16" 45 Bend	\$13,685.35	\$7,820.20	\$0.00	\$0.00	\$7,820.20	57.14%	\$5,865.15	\$391.01
7157	12" 45 Bend	\$7,403.40	\$3,701.70	\$0.00	\$0.00	\$3,701.70	50.00%	\$3,701.70	\$185.09
7162	16" 22.5 Bend	\$9,611.45	\$5,766.87	\$0.00	\$0.00	\$5,766.87	60.00%	\$3,844.58	\$288.34
7168	16" 11.25 Bend	\$66,872.56	\$39,336.80	\$0.00	\$0.00	\$39,336.80	58.82%	\$27,535.76	\$1,966.84
7175	16x10" Reducer	\$1,573.72	\$1,573.72	\$0.00	\$0.00	\$1,573.72	100.00%	\$0.00	\$78.69
7191.05	16" Cap	\$2,078.22	\$1,039.11	\$0.00	\$0.00	\$1,039.11	50.00%	\$1,039.11	\$51.96
7192	12" Cap	\$3,212.95	\$1,927.77	\$0.00	\$0.00	\$1,927.77	60.00%	\$1,285.18	\$96.39
7194	8" Cap	\$401.34	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$401.34	\$0.00
7243	Water Service to Lift Station	\$2,608.84	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,608.84	\$0.00
7246	Punch Out for Water Main	\$20,286.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,286.00	\$0.00
7248	Flushing & BT's for Water Main	\$9,108.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,108.00	\$0.00
7249	Locate Wire Test For Water Main	\$3,864.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,864.00	\$0.00
7250	Pressure Test for Water Main	\$20,286.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,286.00	\$0.00
JEA GRAVITY SANITARY SEWER SYSTEM		\$349,765.02	\$183,222.39	\$98,636.70	\$0.00	\$281,859.09	80.59%	\$67,905.93	\$14,092.95
4003	Dewater Gravity Sewer	\$50,061.06	\$14,548.38	\$26,423.46	\$0.00	\$40,971.84	81.84%	\$9,089.22	\$2,048.59
4004	Drop Bowl Assmby	\$5,476.47	\$0.00	\$5,476.47	\$0.00	\$5,476.47	100.00%	\$0.00	\$273.82
4017	Type A Manhole 10-12' deep	\$20,755.34	\$0.00	\$20,755.34	\$0.00	\$20,755.34	100.00%	\$0.00	\$1,037.77
4018	Type A Manhole 12-14' deep	\$45,059.64	\$45,059.64	\$0.00	\$0.00	\$45,059.64	100.00%	\$0.00	\$2,252.98
4029	Type B Manhole 14-16' deep	\$40,629.27	\$13,543.09	\$27,086.18	\$0.00	\$40,629.27	100.00%	\$0.00	\$2,031.46
4059	Lined Manhole 16-18' Deep	\$26,028.94	\$26,028.94	\$0.00	\$0.00	\$26,028.94	100.00%	\$0.00	\$1,301.45
4068	Manhole Top Out	\$5,597.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,597.60	\$0.00
4069	Pour Inverts	\$5,597.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,597.60	\$0.00
4106	10" SDR 26 Sewer Main 14-16' Deep	\$7,293.46	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,293.46	\$0.00
4107	10" SDR 26 Sewer Main 16-18' Deep	\$3,925.26	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,925.26	\$0.00
4112	8" SDR 26 Sewer Main 6-8' Deep (Highline)	\$12,928.08	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,928.08	\$0.00
4114	8" SDR 26 Sewer Main 10-12' Deep	\$18,895.25	\$0.00	\$18,895.25	\$0.00	\$18,895.25	100.00%	\$0.00	\$944.76
4115	8" SDR 26 Sewer Main 12-14' Deep	\$58,463.84	\$48,669.64	\$0.00	\$0.00	\$48,669.64	83.25%	\$9,794.20	\$2,433.48
4116	8" SDR 26 Sewer Main 14-16' Deep	\$35,372.70	\$35,372.70	\$0.00	\$0.00	\$35,372.70	100.00%	\$0.00	\$1,768.64
4144	Punch Out Sewer	\$4,963.41	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,963.41	\$0.00
4146	TV Test Sewer Main	\$8,717.10	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,717.10	\$0.00
JEA FORCE MAIN (ONSITE)		\$152,176.07	\$45,311.29	\$0.00	\$0.00	\$45,311.29	29.78%	\$106,864.78	\$2,265.58
6015	6" PVC DR 18 Force Main	\$45,240.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,240.00	\$0.00
6016	4" PVC DR 18 Force Main	\$8,986.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,986.40	\$0.00
6024	6" Joint Restraints	\$2,466.12	\$2,466.12	\$0.00	\$0.00	\$2,466.12	100.00%	\$0.00	\$123.31

Greenbriar Community Development District

Pinewalk Phase 1 Collector Rd

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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE	
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
6025	4" Joint Restraints	\$330.72	\$330.72	\$0.00	\$0.00	\$330.72	100.00%	\$0.00	\$16.54
6077	6" Gate Valves	\$4,155.16	\$2,077.58	\$0.00	\$0.00	\$2,077.58	50.00%	\$2,077.58	\$103.88
6078	4" Gate Valve	\$3,312.62	\$1,656.31	\$0.00	\$0.00	\$1,656.31	50.00%	\$1,656.31	\$82.82
6080	Valve Box Installation	\$1,011.48	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,011.48	\$0.00
6105	6 x 6" Tee	\$917.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$917.25	\$0.00
6114	6" 90 Bend	\$1,115.65	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,115.65	\$0.00
6121	4" 45 Bend	\$2,535.08	\$1,901.31	\$0.00	\$0.00	\$1,901.31	75.00%	\$633.77	\$95.07
6132	6" 11.25 Bend	\$10,337.16	\$7,752.87	\$0.00	\$0.00	\$7,752.87	75.00%	\$2,584.29	\$387.64
6133	4" 11.25 Bend	\$1,881.66	\$627.22	\$0.00	\$0.00	\$627.22	33.33%	\$1,254.44	\$31.36
6148	6 x 4" Reducer	\$725.29	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$725.29	\$0.00
6156	4" Cap	\$1,207.62	\$805.08	\$0.00	\$0.00	\$805.08	66.67%	\$402.54	\$40.25
6161	6" Conflict	\$30,098.68	\$15,049.34	\$0.00	\$0.00	\$15,049.34	50.00%	\$15,049.34	\$752.47
6162	4" Conflict	\$22,705.52	\$11,352.76	\$0.00	\$0.00	\$11,352.76	50.00%	\$11,352.76	\$567.64
6181	Locate Wire Box	\$2,583.96	\$1,291.98	\$0.00	\$0.00	\$1,291.98	50.00%	\$1,291.98	\$64.60
6183	Punch Out Force Main	\$5,359.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,359.20	\$0.00
6185	Locate Wire Test for Force Main	\$1,238.30	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,238.30	\$0.00
6186	Pressure Test for Force Main	\$5,968.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,968.20	\$0.00
JEA FORCE MAIN (OFFSITE)		\$665,543.84	\$295,273.62	\$0.00	\$0.00	\$295,273.62	44.37%	\$370,270.22	\$14,763.70
1109	Place & Compact Fill (Offsite Force Main P)	\$18,943.21	\$18,943.21	\$0.00	\$0.00	\$18,943.21	100.00%	\$0.00	\$947.16
6013	10" PVC DR 18 Force Main	\$215,206.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$215,206.40	\$0.00
6015	6" PVC DR 18 Force Main	\$36,925.35	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$36,925.35	\$0.00
6022	10" Joint Restraints	\$20,264.55	\$20,264.55	\$0.00	\$0.00	\$20,264.55	100.00%	\$0.00	\$1,013.23
6024	6" Joint Restraints	\$3,699.18	\$3,699.18	\$0.00	\$0.00	\$3,699.18	100.00%	\$0.00	\$184.96
6027.36	36"x10" Tap Slv. And Valve	\$37,771.71	\$18,885.86	\$0.00	\$0.00	\$18,885.86	50.00%	\$18,885.85	\$944.29
6071	Air Release Valve Ass.	\$27,129.92	\$20,347.44	\$0.00	\$0.00	\$20,347.44	75.00%	\$6,782.48	\$1,017.37
6072	Air Release Manhole	\$25,641.56	\$19,231.17	\$0.00	\$0.00	\$19,231.17	75.00%	\$6,410.39	\$961.56
6075	10" Gate Valve	\$31,636.22	\$13,558.38	\$0.00	\$0.00	\$13,558.38	42.86%	\$18,077.84	\$677.92
6077	6" Gate Valves	\$6,232.74	\$2,077.58	\$0.00	\$0.00	\$2,077.58	33.33%	\$4,155.16	\$103.88
6080	Valve Box Installation	\$2,781.57	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,781.57	\$0.00
6096	10 x 10" Tee	\$2,359.96	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,359.96	\$0.00
6118	10" 45 Bend	\$8,270.55	\$4,962.33	\$0.00	\$0.00	\$4,962.33	60.00%	\$3,308.22	\$248.12
6124	10" 22.5 Bend	\$8,264.00	\$4,958.40	\$0.00	\$0.00	\$4,958.40	60.00%	\$3,305.60	\$247.92
6130	10" 11.25 Bend	\$26,423.84	\$19,817.88	\$0.00	\$0.00	\$19,817.88	75.00%	\$6,605.96	\$990.90
6132	6" 11.25 Bend	\$11,198.59	\$7,752.87	\$0.00	\$0.00	\$7,752.87	69.23%	\$3,445.72	\$387.64
6144.2	10x6" Reducer	\$1,305.12	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,305.12	\$0.00
6153	10" Cap	\$1,029.51	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,029.51	\$0.00
6174	Bore Pits	\$20,229.92	\$20,229.92	\$0.00	\$0.00	\$20,229.92	100.00%	\$0.00	\$1,011.50

Greenbriar Community Development District

Pinewalk Phase 1 Collector Rd

APPLICATION NUMBER:

8

APPLICATION DATE:

09/30/2025

PERIOD TO:

09/30/2025

VCC PROJECT #:

202485

Fruit Cove, FL 32259

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE	
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
6175.08	Directional Drill 8" HDPE	\$27,127.50	\$27,127.50	\$0.00	\$0.00	\$27,127.50	100.00%	\$0.00	\$1,356.38
6175.12	Directional Drill 12" HDPE	\$90,187.40	\$90,187.40	\$0.00	\$0.00	\$90,187.40	100.00%	\$0.00	\$4,509.37
6181	Locate Wire Box	\$7,105.89	\$3,229.95	\$0.00	\$0.00	\$3,229.95	45.46%	\$3,875.94	\$161.50
6183	Punch Out Force Main	\$15,272.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,272.40	\$0.00
6185	Locate Wire Test for Force Main	\$3,528.85	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,528.85	\$0.00
6186	Pressure Test for Force Main	\$17,007.90	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,007.90	\$0.00
JEA RECLAIMED WATER DISTRIBUTIO		\$1,140,460.17	\$121,239.63	\$0.00	\$0.00	\$121,239.63	10.63%	\$1,019,220.54	\$6,061.98
9011	16" Ductile Iron Reuse Main	\$44,579.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$44,579.70	\$0.00
9011	16" DR25 PVC Reuse Main	\$421,094.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$421,094.60	\$0.00
9012	12" DR18 PVC Reuse Main	\$27,703.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,703.20	\$0.00
9014	8" DR18 PVC Reuse Main	\$1,616.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,616.70	\$0.00
9020.05	16" Joint Restraints	\$83,915.00	\$83,915.00	\$0.00	\$0.00	\$83,915.00	100.00%	\$0.00	\$4,195.75
9021	12" Joint Restraints	\$7,563.24	\$7,563.24	\$0.00	\$0.00	\$7,563.24	100.00%	\$0.00	\$378.16
9023	8" Joint Restraints	\$258.79	\$258.79	\$0.00	\$0.00	\$258.79	100.00%	\$0.00	\$12.94
9088.05	16" Sleeve	\$2,382.17	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,382.17	\$0.00
9094.05	16" Gate Valve	\$112,668.01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$112,668.01	\$0.00
9095	12" Gate Valve	\$33,398.58	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$33,398.58	\$0.00
9097	8" Gate Valve	\$2,956.19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,956.19	\$0.00
9100.1	Flushing Hydrant	\$19,299.04	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,299.04	\$0.00
9101	Locate Wire Box	\$6,740.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,740.40	\$0.00
9103	Valve Box Installation	\$10,037.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,037.00	\$0.00
9104.05	16 x 16" Tee	\$7,099.46	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,099.46	\$0.00
9105	16 x 12" Tee	\$14,665.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,665.00	\$0.00
9107	16 x 8" Tee	\$2,430.05	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,430.05	\$0.00
9146.05	16" 90 Bend	\$2,439.89	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,439.89	\$0.00
9152	16" 45 Bend	\$46,921.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$46,921.20	\$0.00
9153	12" 45 Bend	\$4,935.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,935.60	\$0.00
9158	16" 22.5 Bend	\$3,844.58	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,844.58	\$0.00
9164	16" 11.25 Bend	\$80,640.44	\$29,502.60	\$0.00	\$0.00	\$29,502.60	36.59%	\$51,137.84	\$1,475.13
9171	16x10" Reducer	\$1,657.59	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,657.59	\$0.00
9187.05	16" Cap	\$2,078.22	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,078.22	\$0.00
9188	12" Cap	\$3,212.95	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,212.95	\$0.00
9190	8" Cap	\$401.34	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$401.34	\$0.00
9211.05	16" Conflict	\$113,789.27	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$113,789.27	\$0.00
9212	12" Conflict	\$23,282.88	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,282.88	\$0.00
9233	2" Single Water Service	\$9,733.36	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,733.36	\$0.00
9234	Water Service To Lift Station	\$1,185.22	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,185.22	\$0.00

**Greenbriar Community Development District
Pinewalk Phase 1 Collector Rd**

APPLICATION NUMBER: **8**
APPLICATION DATE: **09/30/2025**
PERIOD TO: **09/30/2025**
VCC PROJECT #: **202485**

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
9241	Locate Wire Test For Reuse Main	\$3,598.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,598.00	\$0.00
9242	Pressure Test for Reuse Main	\$18,889.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,889.50	\$0.00
9240	Flushing for Reuse Main	\$8,481.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,481.00	\$0.00
9239	Punch Out for Reuse Main	\$16,962.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,962.00	\$0.00
	WATER, SEWER, RECLAIMED AND FO	\$23,920.37	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,920.37	\$0.00
500	As Builts (Utility)	\$23,920.37	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,920.37	\$0.00
	EROSION AND SEDIMENT CONTROL	\$61,931.20	\$55,501.70	\$0.00	\$0.00	\$55,501.70	89.62%	\$6,429.50	\$2,775.09
601	Silt Fence Type III	\$51,826.70	\$51,826.70	\$0.00	\$0.00	\$51,826.70	100.00%	\$0.00	\$2,591.34
604	Floating Turbidity Barrier	\$3,675.00	\$3,675.00	\$0.00	\$0.00	\$3,675.00	100.00%	\$0.00	\$183.75
608	Inlet Protection	\$6,429.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,429.50	\$0.00
	STORM WATER POLLUTION PREVENT	\$41,828.08	\$8,556.87	\$2,535.09	\$0.00	\$11,091.96	26.52%	\$30,736.12	\$554.58
300	NPDES Permit Compliance	\$8,714.64	\$2,178.66	\$726.22	\$0.00	\$2,904.88	33.33%	\$5,809.76	\$145.24
303	Maintain Silt Fence	\$22,826.20	\$3,806.40	\$951.60	\$0.00	\$4,758.00	20.84%	\$18,068.20	\$237.90
304	NPDES Reporting	\$10,287.24	\$2,571.81	\$857.27	\$0.00	\$3,429.08	33.33%	\$6,858.16	\$171.44
	IRRIGATION SLEEVES AND ELECTRIC	\$196,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$196,800.00	\$0.00
11001.02	Irrigation Sleeves, 2.5"	\$45,180.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,180.00	\$0.00
11001.03	Irrigation Sleeves, 3"	\$46,220.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$46,220.00	\$0.00
11001.04	Irrigation Sleeves, 4"	\$49,740.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$49,740.00	\$0.00
11001.06	Irrigation Sleeves, 6"	\$55,660.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,660.00	\$0.00
	PAYMENT AND PERFORMANCE BOND	\$120,318.12	\$120,318.12	\$0.00	\$0.00	\$120,318.12	100.00%	\$0.00	\$6,015.91
201	Payment & Performance Bonds	\$120,318.12	\$120,318.12	\$0.00	\$0.00	\$120,318.12	100.00%	\$0.00	\$6,015.91
	WARRANTY BOND/MAINTENANCE BO	\$4,593.99	\$4,593.99	\$0.00	\$0.00	\$4,593.99	100.00%	\$0.00	\$229.70
200	Warranty & Maintenance Bonds (P&D Impr)	\$4,593.99	\$4,593.99	\$0.00	\$0.00	\$4,593.99	100.00%	\$0.00	\$229.70
	ORIGINAL CONTRACT TOTALS	\$10,375,355.87	\$3,387,526.48	\$365,390.82	\$0.00	\$3,752,917.30	36.17%	\$6,622,438.57	\$187,645.96
	CHANGE ORDERS								
			\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	TOTAL----->	\$10,375,355.87	\$3,387,526.48	\$365,390.82	\$0.00	\$3,752,917.30	36.17%	\$6,622,438.57	\$187,645.96

WAIVER AND RELEASE OF LIEN CONDITIONAL UPON PROGRESS PAYMENT

The undersigned lienor, upon payment from the licensee, of the sum of \$347,121.29, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through 09/30/2025 on the job of Greenbriar Community Development Dist... to the following described property:

Project: Pinewalk Phase 1 Collector Rd

Location: Greenbriar Road, Fruit Cove, FL 32259

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

Dated on: 09/30/2025

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street

Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: Spence Nagy

Printed Name: Spence Nagy

Title: Estimator/Project Manager

Title	202485 - PayApp - Pinewalk Phase 1 Collector Rd - Vallencourt Construction Co. Inc. - Sep2025
File name	202485_PayApp_8_PinewalkPhase1CollectorRd_VallencourtConstructionCoInc_Sep2025.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	09/30/2025 06:50:27 EDT Created by Spence Nagy (spence@vallencourt.com) IP: 73.35.117.183
Signed	09/30/2025 08:34:59 EDT Signed by Spence Nagy (spence@vallencourt.com) IP: 73.35.117.183

This audit trail provides a detailed history of the online activity, events, and signatures recorded for this document, in compliance with the ESIGN Act. All parties have chosen to use electronic documents and to sign them electronically. These electronic records and signatures carry the same weight and have the same legal effect as traditional paper documents and wet ink signatures.

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS IV**

FORMS OF REQUISITIONS

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (ASSESSMENT AREA ONE)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Greenbriar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of January 1, 2025, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2025, (collectively, the "Series 2025 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2025 Indenture):

- (A) Requisition Number: **42**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: **ETM**
- (D) Amount Payable: **\$16,035.00**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund; and
3. each disbursement set forth above was incurred in connection with the Costs of the Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.



Consulting Engineer

Date: 10/9/2025



ENGLAND-THIMS & MILLER

14775 Old St. Augustine Road, Jacksonville, FL 32258

etminc.com | 904.642.8990

Ernesto Torres
Greenbriar CDD
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

October 02, 2025
Invoice No: 222021
Total This Invoice \$16,035.00

Project 24249.01000 CEI - Pinewalk - Collector Rd. Phase 1 WA#2

Professional Services rendered through September 27, 2025

Phase 01 Limited Development Consulting Services

Total Fee 120,960.00

Percent Complete 40.853

Previous Fee Billing 37,715.76

Total Fee \$11,700.00

Total this Phase \$11,700.00

Phase 02 Limited Contract Administration

Labor

Senior Engineer/Senior Project Manager

Keller, Lyndsay 8/30/2025 5.25 255.00 1,338.75

Keller, Lyndsay 9/6/2025 2.25 255.00 573.75

Keller, Lyndsay 9/13/2025 2.00 255.00 510.00

Keller, Lyndsay 9/20/2025 4.25 255.00 1,083.75

Keller, Lyndsay 9/27/2025 3.25 255.00 828.75

Totals 17.00 4,335.00

Total Labor \$4,335.00

Billing Limits

Total Billings 4,335.00 Current 6,390.00 Prior 10,725.00

Limit 36,000.00

Remaining 25,275.00

Total this Phase \$4,335.00

Phase 03 Direct Owner Purchases

Billing Limits

Total Billings 0.00 Current 0.00 Prior 0.00

Limit 18,000.00

Remaining 18,000.00

Total this Phase \$0.00

Total This Invoice \$16,035.00

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS V**

FORMS OF REQUISITIONS

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (ASSESSMENT AREA ONE)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Greenbriar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of January 1, 2025, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2025, (collectively, the "Series 2025 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2025 Indenture):

- (A) Requisition Number: **43**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: **ETM**
- (D) Amount Payable: **\$12,907.50**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund; and
3. each disbursement set forth above was incurred in connection with the Costs of the Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.



Consulting Engineer

Date: 10/9/2025



ENGLAND-THIMS & MILLER

14775 Old St. Augustine Road, Jacksonville, FL 32258

etminc.com | 904.642.8990

Ernesto Torres
Greenbriar CDD
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

October 02, 2025
Invoice No: 222019
Total This Invoice \$12,907.50

Project 24249.02000 Greenbriar Road - WA#3

Professional Services rendered through September 27, 2025

Phase 01 Limited Development Consulting Services

Total Fee 120,460.00

Percent Complete 16.7622

Previous Fee Billing 11,416.70

Total Fee 8,775.00

Total this Phase \$8,775.00

Phase 02 Signalized Intersection

Total Fee 18,200.00

Percent Complete 0.00

Previous Fee Billing 0.00

Total Fee 0.00

Total this Phase 0.00

Phase 03 Limited Contract Administration

Labor

Senior Engineer/Senior Project Manager

		Hours	Rate	Amount
Landeweer, Brian	8/30/2025	2.00	255.00	510.00
Landeweer, Brian	9/6/2025	2.00	255.00	510.00
Landeweer, Brian	9/13/2025	3.00	255.00	765.00
Landeweer, Brian	9/20/2025	2.00	255.00	510.00
Landeweer, Brian	9/27/2025	5.00	255.00	1,275.00

Engineering Intern

Manwell, Avery	8/30/2025	1.25	150.00	187.50
Manwell, Avery	9/6/2025	1.50	150.00	225.00
Manwell, Avery	9/13/2025	.50	150.00	75.00
Manwell, Avery	9/27/2025	.50	150.00	75.00

Totals 17.75

4,132.50

Total Labor

4,132.50

Project	24249.02000	Greenbriar Road - WA#3	Invoice	222019
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Billing Limits		Current	Prior	To-Date
Total Billings		4,132.50	17,755.00	21,887.50
Limit				36,000.00
Remaining				14,112.50
		Total this Phase		\$4,132.50
Phase	04	Direct Owner Purchases-CDD Support		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				18,000.00
Remaining				18,000.00
		Total this Phase		0.00
		Total This Invoice		<u>\$12,907.50</u>

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS VI**

FORMS OF REQUISITIONS

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (ASSESSMENT AREA ONE)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Greenbriar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of January 1, 2025, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2025, (collectively, the "Series 2025 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2025 Indenture):

- (A) Requisition Number: **44**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: **KUTAK ROCK, LLP**
- (D) Amount Payable: **\$7,552.00**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund; and
3. each disbursement set forth above was incurred in connection with the Costs of the Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 10/9/2025

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

October 8, 2025

Check Remit To:

Kutak Rock LLP
PO Box 30057

Omaha, NE 68103-1157

[REDACTED]
[REDACTED]
[REDACTED]

Reference: Invoice No. 3639176

Client Matter No. 48023-3

Notification Email: eftgroup@kutakrock.com

Mr. Craig Wrathell
Greenbriar CDD
C/O Wrathell, Hunt, & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Invoice No. 3639176
48023-3

Re: Project Construction

For Professional Legal Services Rendered

08/03/25	K. John	0.30	87.00	Real property due diligence regarding ongoing construction
08/05/25	K. John	0.40	116.00	Review payment and performance bonds (CW Matthews)
08/05/25	K. John	0.50	145.00	Prepare second amendment to CW Matthews agreement
08/06/25	K. John	0.30	87.00	Prepare amendment to Vallencourt agreement
08/07/25	K. John	2.00	580.00	Review statutory requirements for payment and performance bonds and riders; prepare first amendment to Vallencourt agreement and second amendment to CW Matthews agreement
08/11/25	M. Eckert	0.70	308.00	Draft amendment to Vallencourt agreement; review change orders; review bond issues
08/11/25	K. John	2.10	609.00	Prepare amendment to Vallencourt agreement and review change orders to same; prepare notice of commencement for Greenbriar road widening agreement

KUTAK ROCK LLP

Greenbriar CDD

October 8, 2025

Client Matter No. 48023-3

Invoice No. 3639176

Page 2

08/12/25	M. Eckert	0.20	88.00	Prepare amendments to JEA agreements
08/12/25	K. John	1.70	493.00	Prepare second amendment to Greenbriar road widening agreement
08/13/25	M. Eckert	0.40	176.00	Review dirt change order issues and related history
08/13/25	K. John	1.70	493.00	Review Vallencourt agreement regarding stockpile change order; confer with Ma
08/14/25	M. Eckert	0.20	88.00	Review dirt change order
08/15/25	K. John	1.70	493.00	Review Vallencourt agreement regarding stockpile change order; finalize first amendment to CW Matthews contract
08/18/25	M. Eckert	0.30	132.00	Conduct real property due diligence
08/18/25	K. John	1.10	319.00	Prepare conveyance list (developer to CDD)
08/19/25	M. Eckert	0.40	176.00	Review issues with change order
08/19/25	K. John	2.10	609.00	Review Vallencourt agreement regarding stockpiling change order
08/20/25	K. John	0.70	203.00	Confer with Ma; review Vallencourt agreement regarding stockpiling change order
08/21/25	K. John	0.20	58.00	Draft form of construction notice
08/22/25	M. Eckert	0.10	44.00	Confer with Kramer
08/26/25	K. John	0.90	261.00	Review active adult collector road manual
08/27/25	K. John	1.10	319.00	Prepare active adult collector road project manual
08/28/25	K. John	5.10	1,479.00	Prepare active adult collector road project manual
08/29/25	M. Eckert	0.10	44.00	Review status of RFP
08/29/25	K. John	0.50	145.00	Prepare amendments to Vallencourt and CW Matthews agreements relating to JEA agreements
TOTAL HOURS		24.80		

KUTAK ROCK LLP

Greenbriar CDD

October 8, 2025

Client Matter No. 48023-3

Invoice No. 3639176

Page 3

TOTAL FOR SERVICES RENDERED	\$7,552.00
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TOTAL CURRENT AMOUNT DUE	\$7,552.00
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UNPAID INVOICES:

July 28, 2025	Invoice No. 3598084	2,985.00
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TOTAL DUE	<u>\$10,537.00</u>
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**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS VII**

FORMS OF REQUISITIONS

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (ASSESSMENT AREA ONE)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Greenbriar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of January 1, 2025, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2025, (collectively, the "Series 2025 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2025 Indenture):

- (A) Requisition Number: **45**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: **C.W. Matthews Contracting Co.**
- (D) Amount Payable: **\$945,642.72**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund; and
3. each disbursement set forth above was incurred in connection with the Costs of the Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.



K. F. Fitterer, M.A.
Consulting Engineer

Date: 10/28/2025

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER:
 Greenbriar Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, Florida 33431

FROM CONTRACTOR:
 C.W. Matthews Contracting Co., Baker Division
 102 Morgan Lane Industrial Blvd.
 Pooler, Georgia 31322

Attn: Mariela Estrella - mestrella@cwmattthews.com

PROJECT:
 Pinewalk Greenbriar Road Widening
 Greenbriar CDD

APPLICATION #: 6
 PERIOD TO: 10/31/25
 PROJECT NOS: 3195.06

Distribution to:
 Owner
 Const. Mgr
 Engineer
 Contractor

CONTRACT DATE: 4/15/2025

C.W. Matthews CONTRACTING CO.
 BAKER DIVISION



CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$ 8,571,717.83
2. Net change by Change Orders-----	\$ 867,549.88
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 9,439,267.71
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$ 4,440,870.41
5. RETAINAGE:	
a. 5% of Completed Work (Columns D+E on Continuation Sheet)	\$ 222,043.52
b. of Stored Material (Column F on Continuation Sheet)	\$
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$ 222,043.52
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$ 4,218,826.89
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$ 3,273,184.17
8. CURRENT PAYMENT DUE-----	\$ 945,642.72
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 5,220,440.82

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By:

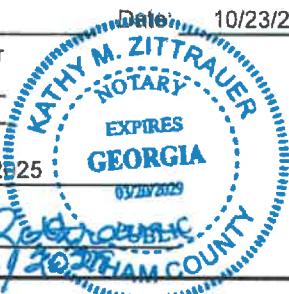
Brian Regenhardt / Controller

Date: 10/23/2025

State of: Georgia
 County of: Chatham

Subscribed and sworn to before
 me this 23rd day of October, 2025

Notary Public:
 My Commission expires:



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$867,549.88	
TOTALS	\$867,549.88	
NET CHANGES by Change Order	\$867,549.88	

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 6

PROJECT:

APPLICATION DATE: 10/24/25

Pinewalk Greenbriar Road Widening

PERIOD TO: 31-Oct-25

ARCHITECT'S PROJECT NO: 3195.06

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H % (G/C)	I Balance To Finish (C - G)	J Retainage
			From Previous Application (D + E)	This Period					
	Mobilization & Site Preparation	469,355.91	200,743.22	47,721.88		248,465.10	53%	220,890.81	12,423.26
	Maintenance of Traffic	176,100.16	43,030.17	14,343.39		57,373.56	33%	118,726.60	2,868.68
	Clearing & Grubbing	233,785.73	186,310.44			186,310.44	80%	47,475.29	9,315.52
	Earthwork	585,294.55	487,906.25			487,906.25	83%	97,388.30	24,395.31
	Flowable Fill	200,000.00						200,000.00	
	Rem/Replace Unsuitable Material (Contingency)	142,250.00	132,292.50			132,292.50	93%	9,957.50	6,614.63
	Roadway Construction	2,180,923.78		251,678.94		251,678.94	12%	1,929,244.84	12,583.95
	JEA Water Main	105,455.95						105,455.95	
300	SIGNS - SUB	10,776.58						10,776.58	
320	STRIPING - SUB	86,118.21						86,118.21	
350	OVERHEAD DRY UTILITY COORDINATION	7,141.42	3,570.70			3,570.70	50%	3,570.72	178.54
	Erosion Control	59,706.83	25,831.50			25,831.50	43%	33,875.33	1,291.58
	Drainage	2,309,253.35	845,145.14	635,170.53		1,480,315.67	64%	828,937.68	74,015.78
630	LANDSCAPING, IRRIGATION, & ROOT BARRIER	52,464.06						52,464.06	
640	Temporary Irrigation System	10,463.29						10,463.29	
	Grassing	178,660.43						178,660.43	
670	TEMP. SEED & MULCH CONTINGENCY	2,060.00						2,060.00	
	Irrigation Sleeves & Elec/Tele/CATV	84,540.00	33,816.00	27,052.80		60,868.80	72%	23,671.20	3,043.44
	Stormwater Pollution Prevention	62,216.00	21,299.00	6,221.60		27,520.60	44%	34,695.40	1,376.03
760	TESTING ALLOWANCE	100,000.00	20,000.00	10,000.00		30,000.00	30%	70,000.00	1,500.00
770	PERFORMANCE & PAYMENT BOND	41,019.91	41,019.91			41,019.91	100%		2,051.00
780	WARRANTY BOND	13,081.31						13,081.31	
790	Phase 1 As Builts	17,715.59						17,715.59	
	Alternate Reuse System	1,443,334.77	1,404,492.19	3,224.25		1,407,716.44	98%	35,618.33	70,385.82
	CO # 1: Pinewalk Signalization	867,549.88						867,549.88	
TOTALS		9,439,267.71	3,445,457.02	995,413.39		4,440,870.41		4,998,397.30	222,043.52

Conditional Waiver and Release of Lien Upon Progress Payment

The undersigned lienor, in consideration of the sum of **\$945,642.72**, C.W. Matthews Contracting Co. hereby conditionally waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 10/31/2025 to Greenbriar Community Development District on the job of Greenbriar CDD to the following Property:

Pinewalk Greenbriar Road Widening

St. Johns County, Florida

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified unless listed below:

10/31/2025

Company Name: C.W. Matthews Contracting Co.

Address: PO Drawer 970, Marietta, Georgia 30061

Signature: 10/23/2025

Title: Controller, Baker Division

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) October 1, 1996 a person may not require lessor to furnish a waiver or release that is different from the statutory form.

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

4

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

4A

LOCALiQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

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

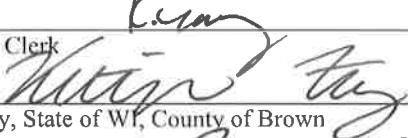
STATE OF WISCONSIN, COUNTY OF BROWN

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 , was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

SAG St Augustine Record 10/17/2025, 10/24/2025

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 10/24/2025

Legal Clerk

Notary, State of WI, County of Brown
3-7-27

My commission expires

Publication Cost: \$1617.68
Tax Amount: \$0.00
Payment Cost: \$1617.68
Order No: 11755496 # of Copies:
Customer No: 1344018 1
PO #: Notice of Assessment Hearing

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT**NOTICE OF PUBLIC HEARING TO CONSIDER THE IDENTIFICATION OF ASSESSMENT FACTORS FOR A NEW PRODUCT SIZE AND REALLOCATION OF ASSESSMENTS AND NOTICE OF BOARD OF SUPERVISORS' MEETING.**

The Board of Supervisors for the Greenbriar Community Development District (the "District") will hold a public hearing and a regular board meeting on November 13, 2025 at 3:00 p.m. at St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine, Florida 32095.

The public hearing will be to consider the recognition of a new product size consisting of townhomes ("Townhomes"), which is a product size not identified in the District's original Assessment Methodology, identification of assessment factors for the Townhomes, recognition of fewer units being developed than originally contemplated, a change to the front footage of a product type, and a corresponding reallocation of the District's special assessments. Specifically, the District is proposing to assign an Assessment Factor to the Townhomes of 0.533 ERUs.

A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

The areas to be improved are all of those within the boundaries of the District, as depicted on the map below.

The public hearing may be continued in progress at a time and place specified on the record. At the conclusion of the public hearing, the Board may, by resolution, amend the final assessment roll included in the original Assessment Methodology attached to Resolution 2024-31, to reflect the new product type, its Assessment Factors and the corresponding reallocation of assessments. The public hearing is being conducted pursuant to Florida law including Chapter 190, Florida Statutes. A proposed schedule of assessments is included below:

Benefit Allocation

Unit Type	Total number of Units	ERU per Unit	Total ERU
Market Rate			
Single Family 40'	159	0.80	127.20
Single Family 50'	308	1.00	308.00
Single Family 60'	312	1.20	374.40
Single Family 70'	175	1.40	245.00
Single Family 73'	108	1.46	157.68
Townhomes	91	0.533	48.53
Active Adult			
Single Family 37.5'	284	0.75	213.00
Single Family 45'	204	0.90	183.60
Single Family 50'	286	1.00	286.00
Single Family 60'	134	1.20	160.80
Total	2061		2104.21

Bond Assessment Apportionment

Unit type	Total number of units	Total cost allocation	Total bond assessment apportionment	Bond assessment apportionment per unit	Annual bond debt service per unit - paid in March*
Market Rate					
Single Family 40'	159	\$14,458,405.10	\$19,815,859.61	\$124,628.05	\$11,777.01
Single Family 50'	308	\$35,009,345.69	\$47,981,798.42	\$155,785.06	\$14,721.26
Single Family 60'	312	\$42,556,815.03	\$53,325,926.40	\$186,942.07	\$17,665.52
Single Family 70'	175	\$27,248,343.17	\$38,167,339.66	\$218,099.08	\$20,609.77
Single Family 73'	108	\$17,922,966.33	\$24,564,188.23	\$227,446.19	\$21,493.40
Townhomes	91	\$5,516,624.17	\$7,560,768.24	\$83,085.37	\$7,851.34
Active Adult					
Single Family 37.5'	284	\$24,211,008.55	\$33,182,217.74	\$116,838.79	\$11,040.95
Single Family 45'	204	\$20,869,207.37	\$28,602,136.98	\$140,206.55	\$13,249.14
Single Family 50'	206	\$32,508,678.14	\$44,554,527.11	\$155,785.06	\$14,721.26
Single Family 60'	134	\$18,277,606.45	\$25,050,237.62	\$186,942.07	\$17,665.52
Total	2061	\$239,179,000.00	\$327,805,000.00		

*Includes costs of collection estimated at 2% (subject to change) and an allowance for early payment discount estimated at 4% (subject to change)

A copy of the agenda for the hearing and meeting may be obtained at the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: (877)276-0889, during normal business hours. All interested persons may ascertain the description of each property to be assessed and the amount to be assessed to each piece or parcel of property at the offices of the District Manager at the above address.

The tax collector will collect the special assessments on developed lands. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. All affected property owners have the right to appear at the public hearing and the right to file written objections with the District within twenty (20) days of publication of this notice.

Alternatively, the District may directly collect the assessments. For delinquent assessments that are directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill.

The 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.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or other individuals may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District 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

4B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Curtis Marcoux, serve as Financial Analyst at Wrathell Hunt & Associates, LLC.
3. Among other things, my duties include preparing and transmitting correspondence relating to the Greenbriar Community Development District.
4. I do hereby certify that on October 14, 2025, and in the regular course of business, I caused letters, in the form attached hereto as **Exhibit A**, to be sent notifying existing landowners in the Greenbriar Community Development District of their rights under Chapters 190 and 197, Florida Statutes, with respect to the District's anticipated recognition of a new product type, identification of Assessment Factors for such new product size, and a corresponding reallocation of special assessments. I further certify that the letters were sent to the addressees identified in **Exhibit A**.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.



By: Curtis Marcoux

SWORN AND ASCRIBED before me this 14th day of October 2025, by Curtis Marcoux, for Wrathell Hunt & Associates, Inc., who is personally known to me or has provided _____ as identification, and who did / did not take an oath.



DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

NOTARY PUBLIC


Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: HH390392
My Commission Expires: 8/20/2027

EXHIBIT A: Copy of Sent Letter with List of Addressees

TO 8377 01
2050
5270
0710
9589

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (checkbox, add fee as appropriate)
 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$
 Certified Mail Restricted Delivery \$
 Adult Signature Required \$
 Adult Signature Restricted Delivery \$

Postage \$
Total Postage \$
Sent To _____
Street and Apt _____
City, State, Zip _____

Postmark Here
OCT 14 2025

GREENBRIAR PROPERTY
HOLDINGS LLC
401 E LAS OLAS BLVD STE 1870
FORT LAUDERDALE, FL 33301-0000

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



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

October 13, 2025

Greenbriar Property Holdings LLC
401 E LAS OLAS BLVD STE 1870
FORT LAUDERDALE, FL 33301-0000

Re: ***Greenbriar Community Development District***
Notice of Public Hearing
Parcel ID# 0098800000, 0099200012, 0098900000, 0098730000, 0098930000, 0098710000,
0099100010, 0099200011

Dear Property Owner:

This letter is to provide you information about the Greenbriar Community Development District (“District”), its services and upcoming events. As you may know, the District is a local unit of special-purpose government located in the St. Johns County, Florida. The District provides certain types of infrastructure for the lands within the District, including your property. You are receiving this notice because St. Johns County records indicate that you are a property owner within the District. The property you own that is the subject of this notice is identified by Parcel ID number(s): **0098800000, 0099200012, 0098900000, 0098730000, 0098930000, 0098710000, 0099100010, 0099200011**.

Upcoming Public Hearing

The District imposes special assessments on your property, the purpose of which are to fund the District’s general administrative and maintenance budget, and to provide the funds necessary to pay debt service on outstanding bonds as reflected in the District’s debt service budget. The District operates and maintains, or will operate and maintain, infrastructure improvements benefiting property within the District including, but not limited to master infrastructure such as transportation, stormwater management system, water and sewer system and landscaping. All benefited lands within the District pay these assessments, including undeveloped and developed lands.

The District will hold a **public hearing on November 13, 2025 at 3:00 p.m. at St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine, Florida 32095**. The public hearing will be to consider the recognition of a new product size consisting of townhomes (“Townhomes”), which is a product size not identified in the District’s original Assessment Methodology, identification of assessment factors for the Townhomes, recognition of fewer units being developed than originally contemplated, a change to the front footage of a product type, and a corresponding reallocation of the District’s special assessments. Lands within the District are assigned units of measurement in accordance with their use. The unit of measurement applied against each parcel is the Equivalent Residential Unit. Specifically, the District is proposing to assign an Assessment Factor to the Townhomes of 0.533 ERUs.

The table below provides the assessment factors applied against the different product types within the District to determine the assessment, the number of each unit contained within each parcel, and the total assessment amount to be levied against each parcel factoring in the new Assessment Factor for the Townhomes.

Table 5

Greenbriar

Community Development District

Bond Assessment Apportionment

Unit Type	Total Number of Units	Total Cost Allocation	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit - paid in March*
Market Rate					
Single Family 40'	159	\$14,458,405.10	\$19,815,859.61	\$124,628.05	\$11,777.01
Single Family 50'	308	\$35,009,345.69	\$47,981,798.42	\$155,785.06	\$14,721.26
Single Family 60'	312	\$42,556,815.03	\$58,325,926.40	\$186,942.07	\$17,665.52
Single Family 70'	175	\$27,848,343.17	\$38,167,339.66	\$218,099.08	\$20,609.77
Single Family 73'	108	\$17,922,966.33	\$24,564,188.23	\$227,446.19	\$21,493.04
Townhomes	91	\$5,516,624.17	\$7,560,768.24	\$83,085.37	\$7,851.34
Active Adult					
Single Family 37.5'	284	\$24,211,008.55	\$33,182,217.74	\$116,838.79	\$11,040.95
Single Family 45'	204	\$20,869,207.37	\$28,602,136.98	\$140,206.55	\$13,249.14
Single Family 50'	286	\$32,508,678.14	\$44,554,527.11	\$155,785.06	\$14,721.26
Single Family 60'	134	\$18,277,606.45	\$25,050,237.62	\$186,942.07	\$17,665.52
Total	2,061	\$239,179,000.00	\$327,805,000.00		

* Includes costs of collection estimated at 2% (subject to change) and an allowance for early payment discount estimated at 4% (subject to change)

The total gross revenue the District will collect by the assessments, as reallocated, exclusive of interest, is \$327,805,000.

At the conclusion of the public hearing, the Board may, by resolution, amend the final assessment roll included in the original Assessment Methodology attached to Resolution 2024-31, to reflect new product size consisting of the Townhomes and their Assessment Factor, recognition of fewer units being developed than originally contemplated, a change to the front footage of a product type, and a corresponding reallocation of the District's special assessments. The public hearing is being conducted pursuant to Florida law including Chapter 190, Florida Statutes.

This year the District will be collecting the assessments on the St. Johns County Tax Bill. Alternatively, the District may choose to directly collect its assessments. The 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.

Please note that all affected property owners have the right to appear at this public hearing and express any objections, suggestions or comments they may have. All affected property owners may also file written objections within twenty (20) days of the date of this letter to the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (877)276-0889. By operation of law, the District's assessments constitute a lien against your property located within the District just as do each year's property taxes. It is important to pay your assessments because failure to pay assessments collected on the tax roll will cause a tax certificate to be issued against the property which may result in loss of title, and failure to pay assessments directly collected by the District may result in a foreclosure action initiated by the District against the property which may result in a loss of title. The public hearing may be

continued on the identification of assessment factors for the new product types or on the corresponding reallocation, or on both issues to a date, time and place certain that will be announced at the hearing.

I hope this information is helpful. If you have any questions, please do not hesitate to contact my office. We look forward to your continued interest in the District.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ernesto J. Torres".

Ernesto Torres
District Manager

**ENGINEER'S REPORT
FOR THE
GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT**

PREPARED FOR:

**BOARD OF SUPERVISORS
GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT**

ENGINEER:

England, Thims and Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida, 32224

Project Number 20-250-09

February 6, 2024
Amended and Reinstated: October 8, 2025

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan (“CIP” or “Master Project”) and estimated costs of the CIP, for the Greenbriar Community Development District.

2. GENERAL SITE DESCRIPTION

The proposed District is located entirely within unincorporated St. Johns County, Florida, and covers approximately 1,304.54 acres of land, more or less. **Exhibit A** depicts the general location of the Project. The site is generally located north of Greenbriar Road, west of Veterans Parkway and east of Longleaf Pine Parkway. The metes and bounds legal description of the external boundary of the proposed District (the “District Property”) is set forth in **Exhibit B**.

Currently, the site is planted pines with trail roads throughout the site.

3. PROPOSED CAPITAL IMPROVEMENT PROJECT

The CIP is intended to provide public infrastructure improvements for the District Property, which are entitled for up to 2,061 residential units, with 1,984 units shown the master project is attached as **Exhibit C** to this report. The plan depicts the proposed lot count, and lot type, for the District, as follows:

Table 1

Product Type	Total Units
Market Rate:	
40' Single-family	<u>159</u>
50' Single-family	<u>308</u>
60' Single-family	<u>312</u>
70' Single Family	<u>175</u>
<u>73'</u> Single Family	108
<u>Townhomes</u>	<u>91</u>
Active Adult:	
<u>37.5'</u> Single-family	<u>284</u>
<u>45'</u> Single-family	<u>204</u>
<u>50'</u> Single-family	<u>286</u>
<u>60'</u> Single Family	<u>134</u>
TOTAL	<u>2,061</u>

The District anticipates seeking a boundary amendment which would remove 56.57 acres from its boundaries, on which approximately 108 single-family units were planned. After the boundary amendment, the District will include 1,247.97 acres planned for 1,862 single-family residential units and 91 townhome residential units on 32.67 acres for a total of 1,953 total residential units.

Table 2

Land Use	Acreage (Approx.)
Lot Development	385.43
Roads	134.24
Common Areas	142.14
Stormwater Ponds	245.59
Conservation Areas	397.14
TOTAL	1,304.54

The CIP infrastructure includes:

Roadway Improvements:

The CIP includes major collector and minor collector roads within the District Property. Generally, collector roads will be 4-lane and all other roads will be 2-lane un-divided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping, signage and sidewalks/multi-use paths within rights-of-way abutting portions of the District Property that do not contain residential lots. Sidewalks and multi-use paths abutting lots will be constructed by homebuilders. All roads will be designed in accordance with St. Johns County standards.

All internal roadways will be open to, and accessible by, the public and may be financed by the District, and are anticipated to be dedicated to the County or the CDD for ownership, operation, and maintenance. Alternatively, the developer may elect to finance the internal roads, gate them, and turn them over to a homeowners association for ownership, operation and maintenance (in such an event, the District would be limited to financing only utilities, on site conservation/mitigation and stormwater improvements behind such gated areas).

Stormwater Management System:

The stormwater collection and outfall system is a combination of roadway curbs, curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from the District Property. The stormwater system within the project discharges to Trout Creek. The stormwater system will be designed consistent with the criteria established by the St. Johns River Water Management District (“SJRWMD”) and the County for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, including the inlets and storm sewer systems within the right-of-way.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots.

Water, Wastewater and Reclaim Utilities:

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaimed water infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection. Water main connections will be made at Greenbriar Road and Longleaf Pine Parkway.

Wastewater improvements for the Project will include an onsite 8-inch diameter gravity collection system, offsite and onsite 8-inch force main and onsite lift stations. The offsite force main connection will be made at the north boundary line next to the JEA waste water treatment plant.

Similarly, the reclaimed water main will be constructed to provide service for irrigation throughout the community, and will consist of 8-inch diameter PVC pipe. Connection will be made at Longleaf Pine Parkway and ultimately at Greenbriar Road.

The water and reclaim distribution and wastewater collection systems for all phases will be completed by the District and then dedicated to JEA for ownership, operation and maintenance. Any water and sewer laterals on private property will not be financed by the District.

Hardscape, Landscape, and Irrigation:

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. The irrigation system will consist of 4-inch minimum PVC pipe. Moreover, hardscaping will consist of entry features, benches, and walks.

The County has distinct design criteria requirements for planting and irrigation design. Therefore, this Project will at a minimum meet those requirements but in most cases exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by the County may be maintained pursuant to a right-of-way agreement to be entered into with the County. The irrigation system funded by the CDD will serve the properties owned by the CDD and, in some cases, the County right-of-way.

Street Lights / Undergrounding of Electrical Utility Lines

The District intends to lease street lights through an agreement with JEA, in which case the District would fund the street lights through an annual operations and maintenance assessment. As such, street lights are not included as part of the CIP.

The CIP does however include the incremental costs of undergrounding the conduits for electrical utility lines within right-of-way utility easements throughout the community. Any lines and transformers located in such areas would be owned by JEA and not paid for by the District as part of the CIP.

Recreational Amenities:

The District intends to develop a residential amenity for the Project, which may include but not limited to pocket parks, amenity center, pool, playing fields and playing surfaces. All such amenities will be open to, and accessible by, the public.

Environmental Conservation/Mitigation

There are approximately 64.2 acres of forested and herbaceous wetland impacts associated with the proper construction of the District's infrastructure, which will require approximately 45.0 acres of mitigation credits from offsite mitigation bank. Exact numbers of wetland impact acres and associated mitigation credits will be determined during permitting. The District will be responsible for the design, permitting, construction, maintenance, and government reporting of the environmental mitigation. These costs are included within the CIP.

Professional Services

The CIP includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Off-Site Improvements

Off-site improvements may include the widening of Greenbriar Road from 2 lanes to 4 lanes, construction of an entry drive to St. Johns County-Helow Park, and the entry road to the single family portion of Roberts Village (Pod G).

The District's CIP functions as a system of improvements benefitting all lands within the District.

All of the foregoing improvements are required by applicable development approvals. Note that except as stated herein, there are no impact fee or similar credits available related to the construction of any such improvements.

The following table shows which entity will finance, own and operate the various improvements of the CIP:

TABLE 3

<u>Facility Description</u>	<u>Financing Entity</u>	<u>Maintenance Entity</u>	<u>Ownership &</u>
Roadways	CDD	CDD/SJCo	
Stormwater Management	CDD	CDD	
Utilities (Water, Sewer, Reclaim)	CDD	JEA	
Hardscape/Landscape/Irrigation	CDD	CDD	
Undergrounding of Conduit	CDD	JEA	
Amenity	CDD	CDD	
Off-site Improvements	CDD	SJCo	

CDD – The Greenbriar Community Development District

SJCo – St. Johns County

JEA – Water, Sewer, and Electric Provider

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or are currently under review by respective governmental authorities, and include the following:

St. Johns County Development Review Committee
JEA Water and Sewer Review
St. Johns River Water Management District
Florida Department of Environmental Protection (FDEP) Water and Sewer
Florida Department of Environmental Protection (FDEP) 404 Wetland Permitting

5. OPINION OF PROBABLE CONSTRUCTION COSTS

Table 4 shown below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in Table 4 are reasonable and consistent with market pricing.

TABLE 4

Improvement	Projects
Earthwork (not lot development)	\$24,000,000.00
Stormwater System	\$27,000,000.00
Sanitary Sewer	\$20,000,000.00
Water Distribution	\$16,000,000.00
Undergrounding of Electric Conduit	\$5,000,000.00
Reclaimed Water System	\$10,400,000.00
Landscape/Hardscape	\$3,000,000.00
Site Amenities/Hardscape	\$12,000,000.00
On-Site Roadways	\$18,200,000.00
Collector Road	\$40,700,000.00
Greenbriar Widening	\$11,000,000.00
County Park Access	\$600,000.00
Wetland Mitigation	\$8,200,000.00
Contingency	\$28,095,000.00
Professional Fees	\$14,984,000.00
TOTAL	\$239,179,000.00

The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other CDD expenditures that may be incurred.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

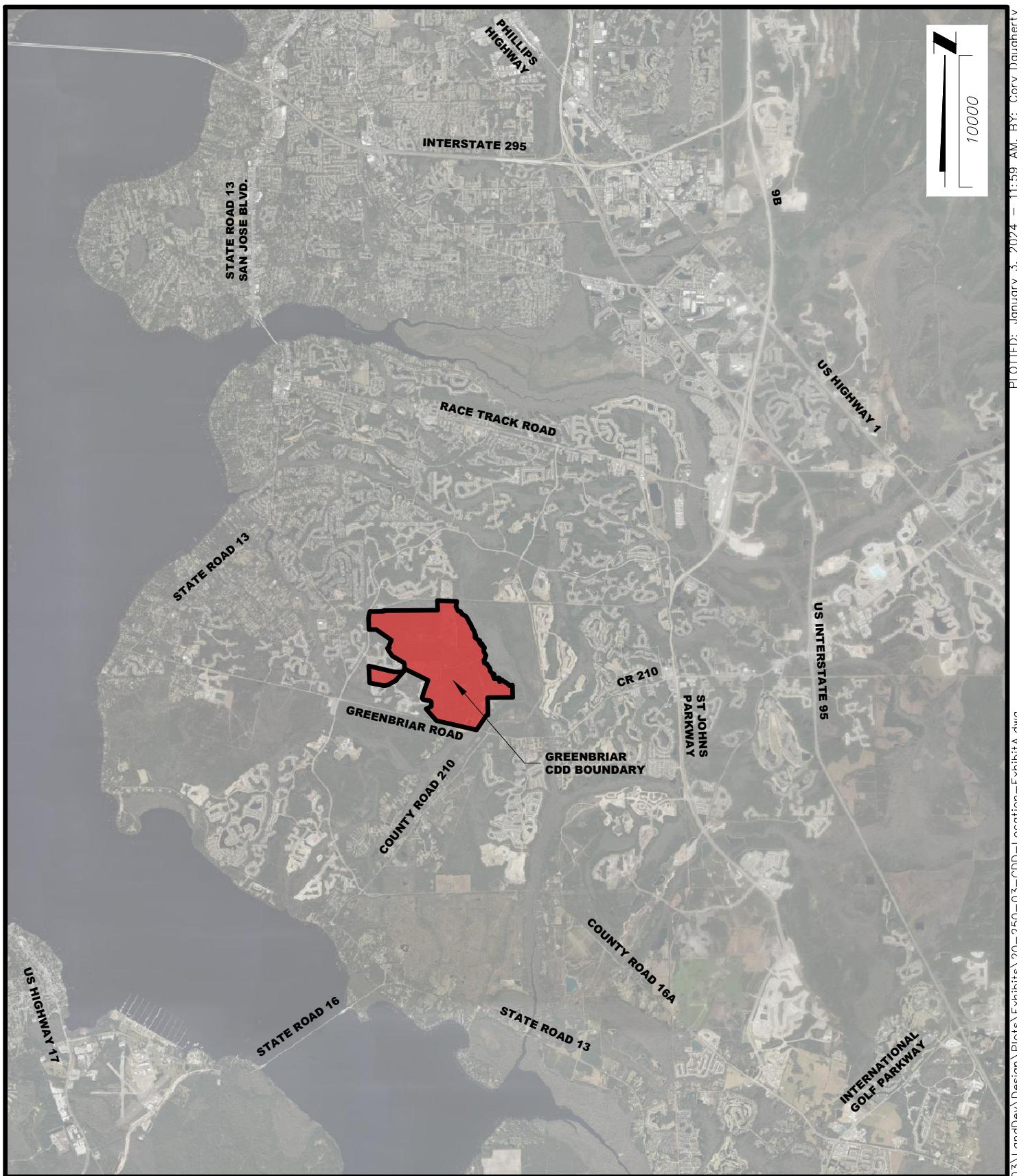
It is further our opinion that:

- The estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in St. Johns County, Florida;
- All of the improvements comprising the CIP are required by applicable development approvals;
- The CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;
- The reasonably expected economic life of the CIP is anticipated to be at least 20 years;
- The assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs; and
- The CIP will function as a system of improvements benefitting all lands within the District.

The professional service for establishing the Construction Opinion of Probable Cost is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances. The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Excess dirt may be sold off by the District.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

K.T. Peter Ma, P.E.
Date: 10/08/2025
FL License No. 46661



ETM VISION - EXPERIENCE - RESULTS ENGLAND - THIMS & MILLER, INC. 14775 Old St. Augustine Road, Jacksonville, FL 32258 TEL: (904) 642-8990, FAX: (904) 646-9485 REG - 2584 LC - 0000316	EXHIBIT A GREENBRIAR MAP DEPICTING THE GENERAL LOCATION OF THE PROPOSED DISTRICT	ETM NO. 20-250-03 DRAWN BY: CWD DATE: JANUARY 2024 DRAWING NO. 1
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EXHIBIT B

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 $40^{\circ}49'40''$ WEST, A DISTANCE OF 1,202.60 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, NORTH $65^{\circ}00'16''$ EAST, A DISTANCE OF 436.09 FEET, TO A POINT;

COURSE No. 3: RUN THENCE NORTH $00^{\circ}46'58''$ WEST, A DISTANCE OF 324.92 FEET, TO A POINT;

COURSE No. 4: RUN THENCE, NORTH $41^{\circ}48'14''$ WEST, A DISTANCE OF 137.17 FEET, TO A POINT;

COURSE No. 5: RUN THENCE, NORTH $83^{\circ}40'53''$ WEST, A DISTANCE OF 443.21 FEET, TO A POINT;

COURSE No. 6: RUN THENCE, NORTH $65^{\circ}40'31''$ WEST, A DISTANCE OF 108.53 FEET, TO A POINT;

COURSE No. 7: RUN THENCE, NORTH $41^{\circ}05'25''$ WEST, A DISTANCE OF 81.35 FEET, TO A POINT;

COURSE No. 8: RUN THENCE, NORTH $04^{\circ}53'24''$ WEST, A DISTANCE OF 71.81 FEET, TO A POINT;

COURSE No. 9: RUN THENCE, NORTH $15^{\circ}31'00''$ EAST, A DISTANCE OF 471.90 FEET, TO A POINT;

COURSE No. 10: RUN THENCE, NORTH $20^{\circ}09'38''$ EAST, A DISTANCE OF 918.63 FEET, TO A POINT;

COURSE No. 11: RUN THENCE, NORTH $63^{\circ}50'17''$ 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 PROLONATION 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 ALOLNG 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 $41^{\circ}17'23''$ 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 EASTERNLY 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 EASTERNLY 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 EASTERNLY
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 $02^{\circ}41'05''$ 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 $87^{\circ}48'09''$ 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 $11^{\circ}00'23''$ 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 NINTY-EIGHT (98) COURSES AND DISTANCES:;

COURSE No. 1: RUN THENCE SOUTH $07^{\circ}20'37''$ WEST, A DISTANCE OF 46.17 FEET, TO A POINT;

COURSE No. 2: RUN THENCE SOUTH $28^{\circ}20'02''$ EAST, A DISTANCE OF 224.30 FEET, TO A POINT;

COURSE No. 3: RUN THENCE SOUTH $29^{\circ}09'50''$ EAST, A DISTANCE OF 147.89 FEET, TO A POINT;

COURSE No. 4: RUN THENCE SOUTH $82^{\circ}18'24''$ EAST, A DISTANCE OF 165.50 FEET, TO A POINT;

COURSE No. 5: RUN THENCE SOUTH $30^{\circ}04'45''$ EAST, A DISTANCE OF 214.69 FEET, TO A POINT;

COURSE No. 6: RUN THENCE SOUTH $12^{\circ}44'42''$ EAST, A DISTANCE OF 39.78 FEET, TO A POINT;

COURSE No. 7: RUN THENCE SOUTH $64^{\circ}14'54''$ EAST, A DISTANCE OF 109.44 FEET, TO A POINT;

COURSE No. 8: RUN THENCE SOUTH $66^{\circ}03'41''$ EAST, A DISTANCE OF 182.24 FEET, TO A POINT;

COURSE No. 9: RUN THENCE SOUTH $39^{\circ}42'21''$ EAST, A DISTANCE OF 120.67 FEET, TO A POINT;

COURSE No. 10: RUN THENCE SOUTH $33^{\circ}34'18''$ EAST, A DISTANCE OF 226.32 FEET, TO A POINT;

COURSE No. 11: RUN THENCE SOUTH $27^{\circ}25'30''$ EAST, A DISTANCE OF 132.38 FEET, TO A POINT;

COURSE No. 12: RUN THENCE SOUTH $08^{\circ}33'24''$ EAST, A DISTANCE OF 98.37 FEET, TO A POINT;

COURSE No. 13: RUN THENCE SOUTH $44^{\circ}41'47''$ EAST, A DISTANCE OF 174.78 FEET, TO A POINT;

COURSE No. 14: RUN THENCE SOUTH $21^{\circ}27'50''$ EAST, A DISTANCE OF 233.47 FEET, TO A POINT;

COURSE No. 15: RUN THENCE SOUTH $14^{\circ}38'52''$ EAST, A DISTANCE OF 121.21 FEET, TO A POINT;

COURSE No. 16: RUN THENCE SOUTH $42^{\circ}09'06''$ EAST, A DISTANCE OF 113.10 FEET, TO A POINT;

COURSE No. 17: RUN THENCE SOUTH $27^{\circ}01'20''$ EAST, A DISTANCE OF 182.08 FEET, TO A POINT;

COURSE No. 18: RUN THENCE SOUTH $10^{\circ}25'12''$ EAST, A DISTANCE OF 146.24 FEET, TO A POINT;

COURSE No. 19: RUN THENCE SOUTH $33^{\circ}01'01''$ EAST, A DISTANCE OF 107.35 FEET, TO A POINT;

COURSE No. 20: RUN THENCE SOUTH $11^{\circ}43'23''$ EAST, A DISTANCE OF 77.88 FEET, TO A POINT;

COURSE No. 21: RUN THENCE SOUTH $64^{\circ}46'50''$ WEST, A DISTANCE OF 77.00 FEET, TO A POINT;

COURSE No. 22: RUN THENCE SOUTH $07^{\circ}42'37''$ EAST, A DISTANCE OF 62.62 FEET, TO A POINT;

COURSE No. 23: RUN THENCE SOUTH $16^{\circ}01'39''$ EAST, A DISTANCE OF 58.31 FEET, TO A POINT;

COURSE No. 24: RUN THENCE SOUTH $86^{\circ}35'47''$ EAST, A DISTANCE OF 57.03 FEET, TO A POINT;

COURSE No. 25: RUN THENCE SOUTH $55^{\circ}14'43''$ EAST, A DISTANCE OF 43.81 FEET, TO A POINT;

COURSE No. 26: RUN THENCE SOUTH $35^{\circ}07'06''$ EAST, A DISTANCE OF 51.42 FEET, TO A POINT;

COURSE No. 27: RUN THENCE SOUTH $42^{\circ}27'13''$ EAST, A DISTANCE OF 49.23 FEET, TO A POINT;

COURSE No. 28: RUN THENCE SOUTH $46^{\circ}32'27''$ EAST, A DISTANCE OF 48.92 FEET, TO A POINT;

COURSE No. 29: RUN THENCE SOUTH $44^{\circ}55'17''$ EAST, A DISTANCE OF 65.28 FEET, TO A POINT;

COURSE No. 30: RUN THENCE SOUTH $80^{\circ}00'59''$ EAST, A DISTANCE OF 50.86 FEET, TO A POINT;

COURSE No. 31: RUN THENCE SOUTH $89^{\circ}10'35''$ EAST, A DISTANCE OF 63.09 FEET, TO A POINT;

COURSE No. 32: RUN THENCE SOUTH $15^{\circ}12'01''$ EAST, A DISTANCE OF 52.52 FEET, TO A POINT;

COURSE No. 33: RUN THENCE SOUTH $18^{\circ}27'04''$ WEST, A DISTANCE OF 74.43 FEET, TO A POINT;

COURSE No. 34: RUN THENCE SOUTH $44^{\circ}33'50''$ EAST, A DISTANCE OF 47.33 FEET, TO A POINT;

COURSE No. 35: RUN THENCE SOUTH $08^{\circ}28'17''$ EAST, A DISTANCE OF 36.56 FEET, TO A POINT;

COURSE No. 36: RUN THENCE SOUTH $39^{\circ}21'19''$ WEST, A DISTANCE OF 36.19 FEET, TO A POINT;

COURSE No. 37: RUN THENCE SOUTH $21^{\circ}07'08''$ EAST, A DISTANCE OF 51.96 FEET, TO A POINT;

COURSE No. 38: RUN THENCE SOUTH $60^{\circ}42'19''$ EAST, A DISTANCE OF 54.34 FEET, TO A POINT;

COURSE No. 39: RUN THENCE NORTH $65^{\circ}00'29''$ EAST, A DISTANCE OF 68.12 FEET, TO A POINT;

COURSE No. 40: RUN THENCE SOUTH $84^{\circ}58'35''$ EAST, A DISTANCE OF 47.31 FEET, TO A POINT;

COURSE No. 41: RUN THENCE SOUTH $29^{\circ}10'50''$ EAST, A DISTANCE OF 43.47 FEET, TO A POINT;

COURSE No. 42: RUN THENCE SOUTH $38^{\circ}58'47''$ WEST, A DISTANCE OF 60.42 FEET, TO A POINT;

COURSE No. 43: RUN THENCE SOUTH $13^{\circ}50'25''$ WEST, A DISTANCE OF 42.85 FEET, TO A POINT;

COURSE No. 44: RUN THENCE SOUTH $39^{\circ}29'10''$ EAST, A DISTANCE OF 58.15 FEET, TO A POINT;

COURSE No. 45: RUN THENCE SOUTH $65^{\circ}20'21''$ EAST, A DISTANCE OF 57.12 FEET, TO A POINT;

COURSE No. 46: RUN THENCE SOUTH $81^{\circ}56'19''$ EAST, A DISTANCE OF 53.75 FEET, TO A POINT;

COURSE No. 47: RUN THENCE SOUTH $50^{\circ}32'58''$ EAST, A DISTANCE OF 61.40 FEET, TO A POINT;

COURSE No. 48: RUN THENCE SOUTH $06^{\circ}28'47''$ EAST, A DISTANCE OF 52.80 FEET, TO A POINT;

COURSE No. 49: RUN THENCE SOUTH $58^{\circ}16'49''$ WEST, A DISTANCE OF 39.69 FEET, TO A POINT;

COURSE No. 50: RUN THENCE SOUTH $31^{\circ}31'33''$ EAST, A DISTANCE OF 55.87 FEET, TO A POINT;

COURSE No. 51: RUN THENCE SOUTH $53^{\circ}45'12''$ WEST, A DISTANCE OF 52.95 FEET, TO A POINT;

COURSE No. 52: RUN THENCE SOUTH $01^{\circ}46'53''$ EAST, A DISTANCE OF 123.80 FEET, TO A POINT;

COURSE No. 53: RUN THENCE SOUTH $06^{\circ}04'25''$ EAST, A DISTANCE OF 72.90 FEET, TO A POINT;

COURSE No. 54: RUN THENCE SOUTH $31^{\circ}16'18''$ EAST, A DISTANCE OF 271.06 FEET, TO A POINT;

COURSE No. 55: RUN THENCE SOUTH $23^{\circ}47'46''$ EAST, A DISTANCE OF 61.04 FEET, TO A POINT;

COURSE No. 56: RUN THENCE SOUTH $28^{\circ}04'38''$ WEST, A DISTANCE OF 96.04 FEET, TO A POINT;

COURSE No. 57: RUN THENCE SOUTH $11^{\circ}24'23''$ WEST, A DISTANCE OF 98.50 FEET, TO A POINT;

COURSE No. 58: RUN THENCE SOUTH $24^{\circ}22'54''$ WEST, A DISTANCE OF 119.42 FEET, TO A POINT;

COURSE No. 59: RUN THENCE SOUTH $43^{\circ}03'00''$ WEST, A DISTANCE OF 84.42 FEET, TO A POINT;

COURSE No. 60: RUN THENCE SOUTH $10^{\circ}51'25''$ EAST, A DISTANCE OF 217.94 FEET, TO A POINT;

COURSE No. 61: RUN THENCE SOUTH $72^{\circ}23'36''$ EAST, A DISTANCE OF 147.07 FEET, TO A POINT;

COURSE No. 62: RUN THENCE SOUTH $65^{\circ}23'17''$ EAST, A DISTANCE OF 70.35 FEET, TO A POINT;

COURSE No. 63: RUN THENCE SOUTH $22^{\circ}18'50''$ EAST, A DISTANCE OF 112.70 FEET, TO A POINT;

COURSE No. 64: RUN THENCE SOUTH $40^{\circ}54'29''$ EAST, A DISTANCE OF 241.53 FEET, TO A POINT;

COURSE No. 65: RUN THENCE SOUTH $15^{\circ}51'48''$ EAST, A DISTANCE OF 152.32 FEET, TO A POINT;

COURSE No. 66: RUN THENCE SOUTH $11^{\circ}52'57''$ WEST, A DISTANCE OF 93.37 FEET, TO A POINT;

COURSE No. 67: RUN THENCE SOUTH $41^{\circ}21'03''$ EAST, A DISTANCE OF 296.62 FEET, TO A POINT;

COURSE No. 68: RUN THENCE SOUTH $87^{\circ}11'55''$ EAST, A DISTANCE OF 77.82 FEET, TO A POINT;

COURSE No. 69: RUN THENCE SOUTH $46^{\circ}52'16''$ EAST, A DISTANCE OF 61.04 FEET, TO A POINT;

COURSE No. 70: RUN THENCE SOUTH $57^{\circ}55'20''$ WEST, A DISTANCE OF 34.40 FEET, TO A POINT;

COURSE No. 71: RUN THENCE SOUTH $48^{\circ}36'29''$ WEST, A DISTANCE OF 37.67 FEET, TO A POINT;

COURSE No. 72: RUN THENCE SOUTH $19^{\circ}12'01''$ WEST, A DISTANCE OF 54.56 FEET, TO A POINT;

COURSE No. 73: RUN THENCE SOUTH $07^{\circ}26'35''$ WEST, A DISTANCE OF 31.27 FEET, TO A POINT;

COURSE No. 74: RUN THENCE SOUTH $64^{\circ}45'06''$ EAST, A DISTANCE OF 86.44 FEET, TO A POINT;

COURSE No. 75: RUN THENCE SOUTH $06^{\circ}40'34''$ WEST, A DISTANCE OF 157.21 FEET, TO A POINT;

COURSE No. 76: RUN THENCE NORTH $65^{\circ}36'31''$ EAST, A DISTANCE OF 31.60 FEET, TO A POINT;

COURSE No. 77: RUN THENCE SOUTH $72^{\circ}21'16''$ EAST, A DISTANCE OF 78.88 FEET, TO A POINT;

COURSE No. 78: RUN THENCE NORTH $68^{\circ}43'36''$ EAST, A DISTANCE OF 85.34 FEET, TO A POINT;

COURSE No. 79: RUN THENCE NORTH $70^{\circ}15'54''$ EAST, A DISTANCE OF 69.71 FEET, TO A POINT;

COURSE No. 80: RUN THENCE NORTH $80^{\circ}51'42''$ EAST, A DISTANCE OF 103.53 FEET, TO A POINT;

COURSE No. 81: RUN THENCE SOUTH $68^{\circ}04'08''$ EAST, A DISTANCE OF 85.72 FEET, TO A POINT;

COURSE No. 82: RUN THENCE SOUTH $11^{\circ}50'31''$ WEST, A DISTANCE OF 50.88 FEET, TO A POINT;

COURSE No. 83: RUN THENCE SOUTH $39^{\circ}05'40''$ WEST, A DISTANCE OF 56.96 FEET, TO A POINT;

COURSE No. 84: RUN THENCE SOUTH $08^{\circ}20'15''$ WEST, A DISTANCE OF 52.12 FEET, TO A POINT;

COURSE No. 85: RUN THENCE SOUTH $21^{\circ}57'27''$ EAST, A DISTANCE OF 60.60 FEET, TO A POINT;

COURSE No. 86: RUN THENCE SOUTH $28^{\circ}56'13''$ EAST, A DISTANCE OF 60.17 FEET, TO A POINT;

COURSE No. 87: RUN THENCE NORTH $74^{\circ}16'54''$ EAST, A DISTANCE OF 77.08 FEET, TO A POINT;

COURSE No. 88: RUN THENCE NORTH $30^{\circ}06'09''$ EAST, A DISTANCE OF 133.79 FEET, TO A POINT;

COURSE No. 89: RUN THENCE SOUTH $76^{\circ}17'10''$ EAST, A DISTANCE OF 78.08 FEET, TO A POINT;

COURSE No. 90: RUN THENCE SOUTH $27^{\circ}21'36''$ EAST, A DISTANCE OF 64.43 FEET, TO A POINT;

COURSE No. 91: RUN THENCE SOUTH $51^{\circ}09'04''$ EAST, A DISTANCE OF 80.47 FEET, TO A POINT;

COURSE No. 92: RUN THENCE SOUTH $65^{\circ}04'55''$ EAST, A DISTANCE OF 77.67 FEET, TO A POINT;

COURSE No. 93: RUN THENCE SOUTH $69^{\circ}55'43''$ EAST, A DISTANCE OF 80.58 FEET, TO A POINT;

COURSE No. 94: RUN THENCE SOUTH $48^{\circ}12'30''$ EAST, A DISTANCE OF 69.24 FEET, TO A POINT;

COURSE No. 95: RUN THENCE SOUTH $57^{\circ}06'39''$ EAST, A DISTANCE OF 101.06 FEET, TO A POINT;

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

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

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

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

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

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

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

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

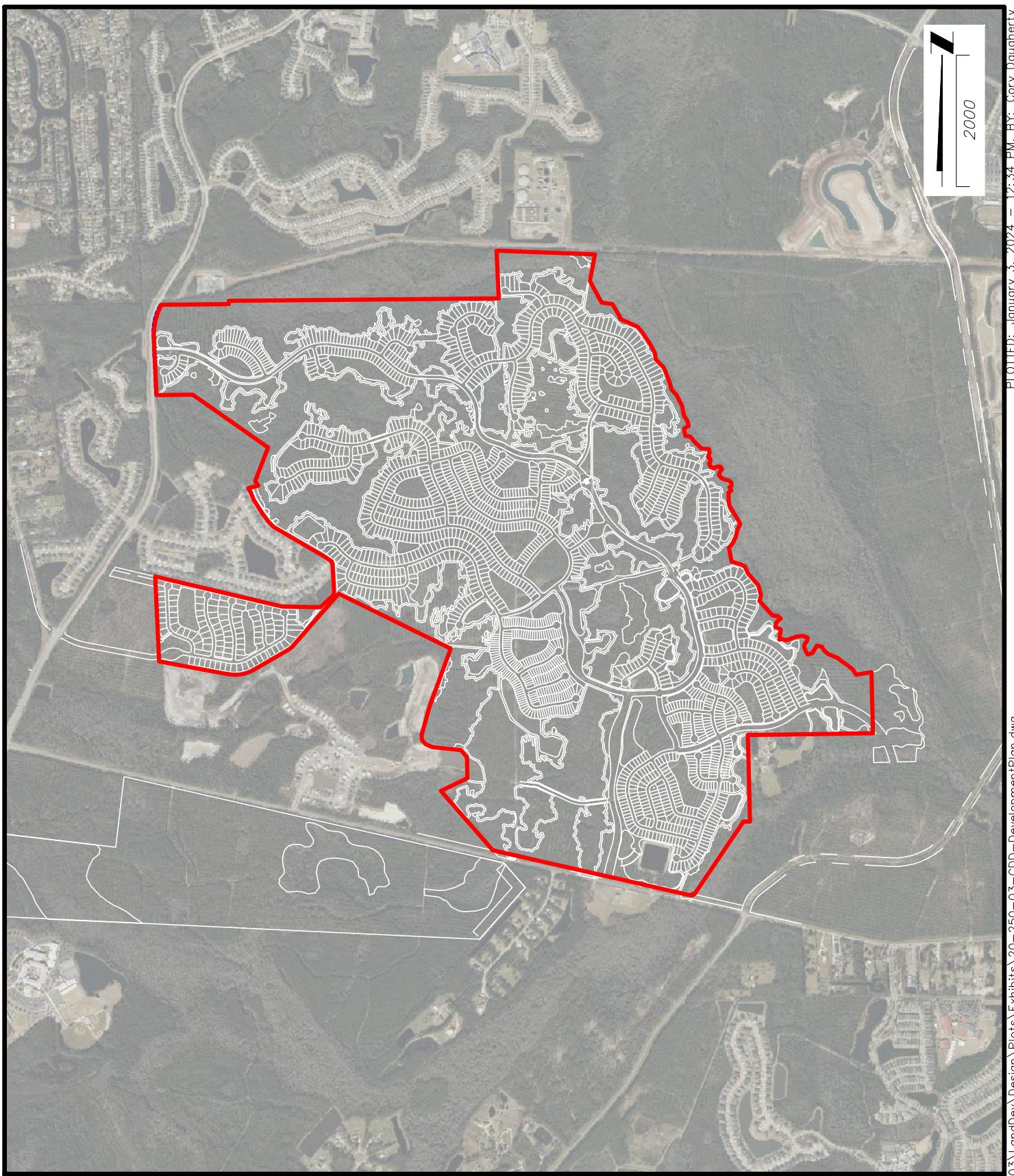


EXHIBIT C	ETM NO. 20-250-03
GREENBRIAR	DRAWN BY: CWD
DEVELOPMENT PLAN	DATE: JANUARY 2024
	DRAWING NO. 1

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

Amended and Restated Master Special Assessment
Methodology Report

October 8, 2025



Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

Table of Contents

1.0	Introduction	
1.1	Purpose	1
1.2	Scope of the Amended Report	1
1.3	Special Benefits and General Benefits	1
1.4	Organization of the Amended Report	2
2.0	Development Program	
2.1	Overview	2
2.2	The Amended and Restated Development Program	3
3.0	The Capital Improvement Plan	
3.1	Overview	3
3.2	The Capital Improvement Plan	3
4.0	Financing Program	
4.1	Overview	4
4.2	Types of Bonds Proposed	4
5.0	Assessment Methodology	
5.1	Overview	5
5.2	Benefit Allocation	5
5.3	Assigning Debt	7
5.4	Lienability Test: Special and Peculiar Benefit to the Property	8
5.5	Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay	9
5.6	True-Up Mechanism	9
5.7	Assessment Roll	11
5.8	Additional Items Regarding Bond Assessment Imposition and Allocation	12
6.0	Additional Stipulations	
6.1	Overview	13
7.0	Appendix	
	Table 1	14
	Table 2	14
	Table 3	15
	Table 4	15
	Table 5	16

1.0 Introduction

1.1 Purpose

This Amended and Restated Master Special Assessment Methodology Report (the "Amended Report") was developed to provide a financing plan and a special assessment methodology for the Greenbriar Community Development District (the "District"), located in St. Johns County, Florida, as related to funding the costs of public infrastructure improvements (the "Capital Improvement Plan" or "CIP") contemplated to be provided by the District. This Amended Report amends and restates the Master Special Assessment Methodology Report dated February 6, 2024 (the "Original Report").

1.2 Scope of the Amended Report

This Amended Report presents the projections for financing the District's "Capital Improvement Plan", as described in the Master Engineer's Report developed by England, Thims and Miller, Inc. (the "District Engineer") and dated February 6, 2024, as amended by the Amended and Restated Engineer's Report dated October 8, 2025 (collectively the "Engineer's Report"), which improvements set forth therein make up the "Capital Improvement Plan", as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Capital Improvement Plan.

Please note that the District already issued Special Assessments Revenue Bonds, Series 2025 (Assessment Area One) in the principal amount of \$11,450,000 (the "Series 2025 Bonds") to fund a portion of the costs of the CIP.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the Capital Improvement Plan create special and peculiar benefits, different in kind and degree from the general and incidental benefits to the public at large. However, as discussed within this Amended Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's Capital Improvement Plan enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the Capital Improvement Plan. However, these benefits are only incidental since the Capital Improvement Plan is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the Capital Improvement Plan and do not depend upon the Capital Improvement Plan to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The Capital Improvement Plan will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the Capital Improvement Plan. Even though the exact value of the benefits provided by the Capital Improvement Plan is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Amended Report

Section Two describes the amended and restated development program as proposed by the Developer, as defined below.

Section Three provides a summary of the Capital Improvement Plan as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the amended and restated special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Pinewalk development (the "Development"), a master planned residential development located in St. Johns County, Florida. The District currently consists of approximately 1,304.54 acres and is generally located north of Greenbriar Road, west of Veterans Parkway and east of Longleaf

Pine Parkway. The District anticipates seeking a boundary amendment which would remove 56.57 acres from its boundaries, resulting in a total acreage of 1,247.97 acres.

2.2 The Amended and Restated Development Program

The development of Pinewalk is anticipated to be conducted by Greenbriar Property Holdings, LLC or an affiliated entity (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan, including the anticipated boundary amendment, envisions 1,970 single-family residential units and 91 townhome residential units for a total of 2,061 residential dwelling units, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District. Please note that the anticipated boundary amendment would remove 108 single-family residential units, reducing the total number of residential dwelling units to 1,953 residential dwelling units.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes, and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 The Capital Improvement Plan

The Capital Improvement Plan needed to serve the Development is projected to consist of improvements which will serve all of the lands in the District. The District, however, reserves the right to create distinct assessment areas to coincide with the phases of development. The Capital Improvement Plan will consist of earthwork (not lot development), stormwater system, sanitary sewer, water distribution, undergrouding of electric conduit, reclaimed water system, landscape/hardscape, site amenities/hardscape, on-site roadways, collector road, Greenbriar Road widening, county park access road, wetland mitigation, contingency and professional fees as set forth in more detail in the Engineer's Report. At the time of this writing, the total cost of the Capital Improvement Plan is estimated to total approximately \$239,179,000.

The public infrastructure improvements that compose the Capital Improvement Plan will serve and provide benefit to all land uses in the District and will compose an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the Capital Improvement Plan.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. The District maintains the complete flexibility to either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund the costs of the Capital Improvement Plan as described in *Section 3.2* in one financing transaction, the District would have to issue approximately \$327,805,000 in par amount of special assessment bonds (the "Bonds") as illustrated in Table 3 in the *Appendix*.

Please note that the purpose of this Amended Report is to allocate the benefit of the Capital Improvement Plan to the various land uses in the District, and based on such benefit allocation to apportion the maximum debt necessary to fund the Capital Improvement Plan. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of \$327,805,000 to finance approximately \$239,179,000 in Capital Improvement Plan costs. The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds

would be made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the improvements and other costs, the District would need to borrow more funds than just the construction costs and would need to incur indebtedness in the total amount of approximately \$327,805,000. The difference is made up of debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

Please note that the structure of the Bonds as presented in this Amended Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the Capital Improvement Plan outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties within the District that derive special and peculiar benefits from the Capital Improvement Plan. All properties within the District that receive special benefits from the Capital Improvement Plan will be assessed for their fair share of the debt issued in order to finance all or a portion of the Capital Improvement Plan.

5.2 Benefit Allocation

The most current development plan for the District envisions the development of 1,970 single-family residential units and 91 townhome residential units for a total of 2,061 residential dwelling

units, although, unit numbers and land use types may change throughout the development period. Please note that the anticipated boundary amendment would remove 108 single-family residential units, reducing the total number of residential dwelling units to 1,953 residential dwelling units.

The public infrastructure improvements that compose the Capital Improvement Plan will serve and provide benefit to all land uses in the District and will constitute an interrelated system of improvements, which means all of the improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that compose the Capital Improvement Plan and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Capital Improvement Plan have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem special assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem special assessment amount levied on that parcel.

The benefit associated with the Capital Improvement Plan of the District is proposed to be allocated to the different unit types within the District in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within the District based on the relative density of development and the intensity of use of master

infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average units with smaller lot sizes will use and benefit from the District's improvements less than units with larger lot sizes, as for instance, generally and on average units with smaller lot sizes produce less stormwater runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different unit types from the District's improvements.

Table 5 in the *Appendix* presents the apportionment of the non-ad valorem special assessments associated with funding the District's Capital Improvement Plan (the "Bond Assessments") in accordance with the ERU benefit allocation method presented in Table 4. Table 5 also presents the annual levels of the projected annual debt service assessments per unit.

Amenities. No Bond Assessments will be allocated herein to any private amenities or other common areas planned for the development which meet the requirements of section 193.0235, Florida Statutes (2023). If owned by a homeowner's association, such amenities and common areas would be considered a common element for the exclusive benefit of property owners. If the common elements are owned by the District, then they would be governmental property not subject to the Bond Assessments and would be open to the general public, subject to District rules and policies. As such, no Bond Assessments will be assigned to the amenities and common areas.

Government Property. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Bond Assessments without specific consent thereto. If at any time, any real property on which Bond Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

5.3 Assigning Debt

The Bond Assessments will initially be levied on all of the gross acre

land in the District. Consequently, the Bond Assessments will be levied on approximately 1,304.54 gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$327,805,000 will be preliminarily levied on approximately 1,304.54 gross acres at a rate of \$251,280.14 per acre.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatte gross acres within the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

Transferred Property. In the event unplatte land is sold to a third party (the “Transferred Property”), the Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs (as herein defined) assigned by the Developer to that Transferred Property, subject to review by the District’s methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Amended Report. The owner of the Transferred Property will be responsible for the total Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. This total Bond Assessment is allocated to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Bond Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per gross acre until platting).

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3, Special Benefits and General Benefits*, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable

properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the Capital Improvement Plan make the land in the District developable and saleable and when implemented jointly as parts of the Capital Improvement Plan, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the Capital Improvement Plan by different unit types.

Accordingly, no acre or parcel of property within the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned Equivalent

Residential Units (“ERUs”) as set forth in Table 4 in the Appendix (“Development Plan”). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, “Proposed Plat”) shall be presented to the District for a “true-up” review as follows:

- a. If a Proposed Plat results in the same amount of ERUs (and thus Bond Assessments) able to be imposed on the “Remaining Unplatted Lands” (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Bond Assessments to the product types being platted and the remaining property in accordance with this Amended Report, and cause the Bond Assessments to be recorded in the District’s improvement lien book.
- b. If a Proposed Plat within the District has more than the anticipated ERUs (and Bond Assessments) such that the Remaining Unplatted Developable Lands would be assigned fewer ERUs (and Bond Assessments) than originally contemplated in the Development Plan, then the District may undertake a pro rata reduction of Bond Assessments for all assessed properties within the Property or may otherwise address such net decrease as permitted by law.
- c. If a Proposed Plat within the District has fewer than the anticipated ERUs (and Bond Assessments) such that the Remaining Unplatted Developable Lands would have to be assigned more ERUs (and Bond Assessments) in order to fully assign all of the ERUs originally contemplated in the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a “True-Up Payment” equal to the difference between: (i) the Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District’s Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the development, b) the revised, overall development plan showing

the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient assessments to pay debt service on the applicable series of bonds and the District may conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes, upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Bond Assessment liens levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

The Bond Assessments in the amount of \$327,805,000 are proposed to be levied over the area described in Exhibit "A". Excluding any

capitalized interest period, Bond Assessments shall be paid in no more than thirty (30) annual principal installments.

5.8 Additional Items Regarding Bond Assessment Imposition and Allocation

This Amended Report is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein comprising the Capital Improvement Plan. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

As noted herein, the Capital Improvement Plan functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property or designated assessment area within the District, regardless of where the Bond Assessments are levied, provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties.

As set forth in any supplemental report, and for any particular bond issuance, the Developer may opt to “buy down” the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order to reduce certain Bond Assessments. Note that any “true-up,” as described herein, may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such reduced assessment levels. Any amounts contributed by the Developer to pay down Bond Assessment will not be eligible for “deferred costs,” if any are provided for in connection with any particular bond issuance.

As noted herein, this report identifies the anticipated product types for the development, and associates particular ERU factors with each product type. If new product types are identified in the course of development, the District’s Assessment Consultant – without a further hearing – may determine the ERU factor for the new product type on a front footage basis, provided that such determination is made on a pro-rated basis and derived from the front footage of existing product types and their corresponding ERUs. For example, if a Single Family 50’ unit has an ERU of 1.00, and a Single Family

60' unit has an ERU of 1.20, then a new Single Family 55' unit would have an ERU of 1.10.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's Capital Improvement Plan. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Amended Report. For additional information on the bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Greenbriar Community Development District

Development Plan

Unit Type	Total Number of Units
Market Rate	
Single Family 40'	159
Single Family 50'	308
Single Family 60'	312
Single Family 70'	175
Single Family 73'	108
Townhomes	91
Active Adult	
Single Family 37.5'	284
Single Family 45'	204
Single Family 50'	286
Single Family 60'	134
Total	2,061

Table 2

Greenbriar Community Development District

Capital Improvement Plan

Improvement	Total CIP Costs
<i>Earthwork (not lot development)</i>	\$24,000,000.00
<i>Stormwater System</i>	\$27,000,000.00
<i>Sanitary Sewer</i>	\$20,000,000.00
<i>Water Distribution</i>	\$16,000,000.00
<i>Undergrounding of Electric Conduit</i>	\$5,000,000.00
<i>Reclaimed Water System</i>	\$10,400,000.00
<i>Landscape/Hardscape</i>	\$3,000,000.00
<i>Site Amenities/Hardscape</i>	\$12,000,000.00
<i>On-Site Roadways</i>	\$18,200,000.00
<i>Collector Road</i>	\$40,700,000.00
<i>Greenbriar Road Widening</i>	\$11,000,000.00
<i>County Park Access</i>	\$600,000.00
<i>Wetland Mitigation</i>	\$8,200,000.00
<i>Contingency</i>	\$28,095,000.00
<i>Professional Fees</i>	\$14,984,000.00
Total	\$239,179,000.00

Table 3

Greenbriar Community Development District

Preliminary Sources and Uses of Funds

Sources

Bond Proceeds:	
Par Amount	\$327,805,000.00
Total Sources	\$327,805,000.00

Uses

Project Fund Deposits:	
Project Fund	\$239,179,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$29,118,076.80
Capitalized Interest Fund	\$52,448,800.00
Delivery Date Expenses:	
Costs of Issuance and Underwriter's Discount	\$7,056,100.00
Rounding	\$3,023.20
Total Uses	\$327,805,000.00

Coupon Rate: 8.00%
 CAPI Length: 24 Months
 Bond Duration: 30 Years
 Underwriter's Discount Rate: 2%
 Cost Of Issuance: \$500,000

Table 4

Greenbriar Community Development District

Benefit Allocation

Unit Type	Total Number of Units	ERU per Unit	Total ERU
Market Rate			
Single Family 40'	159	0.80	127.20
Single Family 50'	308	1.00	308.00
Single Family 60'	312	1.20	374.40
Single Family 70'	175	1.40	245.00
Single Family 73'	108	1.46	157.68
Townhomes	91	0.533	48.53
Active Adult			
Single Family 37.5'	284	0.75	213.00
Single Family 45'	204	0.90	183.60
Single Family 50'	286	1.00	286.00
Single Family 60'	134	1.20	160.80
Total	2,061		2,104.21

Table 5

Greenbriar Community Development District

Bond Assessment Apportionment

Unit Type	Total Number of Units	Total Cost Allocation	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit - paid in March*
Market Rate					
Single Family 40'	159	\$14,458,405.10	\$19,815,859.61	\$124,628.05	\$11,777.01
Single Family 50'	308	\$35,009,345.69	\$47,981,798.42	\$155,785.06	\$14,721.26
Single Family 60'	312	\$42,556,815.03	\$58,325,926.40	\$186,942.07	\$17,665.52
Single Family 70'	175	\$27,848,343.17	\$38,167,339.66	\$218,099.08	\$20,609.77
Single Family 73'	108	\$17,922,966.33	\$24,564,188.23	\$227,446.19	\$21,493.04
Townhomes	91	\$5,516,624.17	\$7,560,768.24	\$83,085.37	\$7,851.34
Active Adult					
Single Family 37.5	284	\$24,211,008.55	\$33,182,217.74	\$116,838.79	\$11,040.95
Single Family 45'	204	\$20,869,207.37	\$28,602,136.98	\$140,206.55	\$13,249.14
Single Family 50'	286	\$32,508,678.14	\$44,554,527.11	\$155,785.06	\$14,721.26
Single Family 60'	134	\$18,277,606.45	\$25,050,237.62	\$186,942.07	\$17,665.52
Total	2,061	\$239,179,000.00	\$327,805,000.00		

* Includes costs of collection estimated at 2% (subject to change) and an allowance for early payment discount estimated at 4% (subject to change)

Exhibit “A”

Bond Assessments in the estimated amount of \$327,805,000.00 are proposed to be levied over the area as described below:

SKETCH AND METES & BOUNDS LEGAL DESCRIPTION

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 PROLONATION ALSO BEING THE NORTHERLY LIONE 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 ALOLNG 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 EASTERN 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 EASTERN 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 EASTERN
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 $02^{\circ}41'05''$ 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 $87^{\circ}48'09''$ 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 $11^{\circ}00'23''$ 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 NINTY-EIGHT (98) COURSES AND DISTANCES:;

COURSE No. 1: RUN THENCE SOUTH $07^{\circ}20'37''$ WEST, A DISTANCE OF 46.17 FEET, TO A POINT;

COURSE No. 2: RUN THENCE SOUTH $28^{\circ}20'02''$ EAST, A DISTANCE OF 224.30 FEET, TO A POINT;

COURSE No. 3: RUN THENCE SOUTH $29^{\circ}09'50''$ EAST, A DISTANCE OF 147.89 FEET, TO A POINT;

COURSE No. 4: RUN THENCE SOUTH $82^{\circ}18'24''$ EAST, A DISTANCE OF 165.50 FEET, TO A POINT;

COURSE No. 5: RUN THENCE SOUTH $30^{\circ}04'45''$ EAST, A DISTANCE OF 214.69 FEET, TO A POINT;

COURSE No. 6: RUN THENCE SOUTH $12^{\circ}44'42''$ EAST, A DISTANCE OF 39.78 FEET, TO A POINT;

COURSE No. 7: RUN THENCE SOUTH $64^{\circ}14'54''$ EAST, A DISTANCE OF 109.44 FEET, TO A POINT;

COURSE No. 8: RUN THENCE SOUTH $66^{\circ}03'41''$ EAST, A DISTANCE OF 182.24 FEET, TO A POINT;

COURSE No. 9: RUN THENCE SOUTH $39^{\circ}42'21''$ EAST, A DISTANCE OF 120.67 FEET, TO A POINT;

COURSE No. 10: RUN THENCE SOUTH $33^{\circ}34'18''$ EAST, A DISTANCE OF 226.32 FEET, TO A POINT;

COURSE No. 11: RUN THENCE SOUTH $27^{\circ}25'30''$ EAST, A DISTANCE OF 132.38 FEET, TO A POINT;

COURSE No. 12: RUN THENCE SOUTH $08^{\circ}33'24''$ EAST, A DISTANCE OF 98.37 FEET, TO A POINT;

COURSE No. 13: RUN THENCE SOUTH $44^{\circ}41'47''$ EAST, A DISTANCE OF 174.78 FEET, TO A POINT;

COURSE No. 14: RUN THENCE SOUTH $21^{\circ}27'50''$ EAST, A DISTANCE OF 233.47 FEET, TO A POINT;

COURSE No. 15: RUN THENCE SOUTH $14^{\circ}38'52''$ EAST, A DISTANCE OF 121.21 FEET, TO A POINT;

COURSE No. 16: RUN THENCE SOUTH $42^{\circ}09'06''$ EAST, A DISTANCE OF 113.10 FEET, TO A POINT;

COURSE No. 17: RUN THENCE SOUTH $27^{\circ}01'20''$ EAST, A DISTANCE OF 182.08 FEET, TO A POINT;

COURSE No. 18: RUN THENCE SOUTH $10^{\circ}25'12''$ EAST, A DISTANCE OF 146.24 FEET, TO A POINT;

COURSE No. 19: RUN THENCE SOUTH $33^{\circ}01'01''$ EAST, A DISTANCE OF 107.35 FEET, TO A POINT;

COURSE No. 20: RUN THENCE SOUTH $11^{\circ}43'23''$ EAST, A DISTANCE OF 77.88 FEET, TO A POINT;

COURSE No. 21: RUN THENCE SOUTH $64^{\circ}46'50''$ WEST, A DISTANCE OF 77.00 FEET, TO A POINT;

COURSE No. 22: RUN THENCE SOUTH $07^{\circ}42'37''$ EAST, A DISTANCE OF 62.62 FEET, TO A POINT;

COURSE No. 23: RUN THENCE SOUTH $16^{\circ}01'39''$ EAST, A DISTANCE OF 58.31 FEET, TO A POINT;

COURSE No. 24: RUN THENCE SOUTH $86^{\circ}35'47''$ EAST, A DISTANCE OF 57.03 FEET, TO A POINT;

COURSE No. 25: RUN THENCE SOUTH $55^{\circ}14'43''$ EAST, A DISTANCE OF 43.81 FEET, TO A POINT;

COURSE No. 26: RUN THENCE SOUTH $35^{\circ}07'06''$ EAST, A DISTANCE OF 51.42 FEET, TO A POINT;

COURSE No. 27: RUN THENCE SOUTH $42^{\circ}27'13''$ EAST, A DISTANCE OF 49.23 FEET, TO A POINT;

COURSE No. 28: RUN THENCE SOUTH $46^{\circ}32'27''$ EAST, A DISTANCE OF 48.92 FEET, TO A POINT;

COURSE No. 29: RUN THENCE SOUTH $44^{\circ}55'17''$ EAST, A DISTANCE OF 65.28 FEET, TO A POINT;

COURSE No. 30: RUN THENCE SOUTH $80^{\circ}00'59''$ EAST, A DISTANCE OF 50.86 FEET, TO A POINT;

COURSE No. 31: RUN THENCE SOUTH $89^{\circ}10'35''$ EAST, A DISTANCE OF 63.09 FEET, TO A POINT;

COURSE No. 32: RUN THENCE SOUTH $15^{\circ}12'01''$ EAST, A DISTANCE OF 52.52 FEET, TO A POINT;

COURSE No. 33: RUN THENCE SOUTH $18^{\circ}27'04''$ WEST, A DISTANCE OF 74.43 FEET, TO A POINT;

COURSE No. 34: RUN THENCE SOUTH $44^{\circ}33'50''$ EAST, A DISTANCE OF 47.33 FEET, TO A POINT;

COURSE No. 35: RUN THENCE SOUTH $08^{\circ}28'17''$ EAST, A DISTANCE OF 36.56 FEET, TO A POINT;

COURSE No. 36: RUN THENCE SOUTH $39^{\circ}21'19''$ WEST, A DISTANCE OF 36.19 FEET, TO A POINT;

COURSE No. 37: RUN THENCE SOUTH $21^{\circ}07'08''$ EAST, A DISTANCE OF 51.96 FEET, TO A POINT;

COURSE No. 38: RUN THENCE SOUTH $60^{\circ}42'19''$ EAST, A DISTANCE OF 54.34 FEET, TO A POINT;

COURSE No. 39: RUN THENCE NORTH $65^{\circ}00'29''$ EAST, A DISTANCE OF 68.12 FEET, TO A POINT;

COURSE No. 40: RUN THENCE SOUTH $84^{\circ}58'35''$ EAST, A DISTANCE OF 47.31 FEET, TO A POINT;

COURSE No. 41: RUN THENCE SOUTH $29^{\circ}10'50''$ EAST, A DISTANCE OF 43.47 FEET, TO A POINT;

COURSE No. 42: RUN THENCE SOUTH $38^{\circ}58'47''$ WEST, A DISTANCE OF 60.42 FEET, TO A POINT;

COURSE No. 43: RUN THENCE SOUTH $13^{\circ}50'25''$ WEST, A DISTANCE OF 42.85 FEET, TO A POINT;

COURSE No. 44: RUN THENCE SOUTH $39^{\circ}29'10''$ EAST, A DISTANCE OF 58.15 FEET, TO A POINT;

COURSE No. 45: RUN THENCE SOUTH $65^{\circ}20'21''$ EAST, A DISTANCE OF 57.12 FEET, TO A POINT;

COURSE No. 46: RUN THENCE SOUTH $81^{\circ}56'19''$ EAST, A DISTANCE OF 53.75 FEET, TO A POINT;

COURSE No. 47: RUN THENCE SOUTH $50^{\circ}32'58''$ EAST, A DISTANCE OF 61.40 FEET, TO A POINT;

COURSE No. 48: RUN THENCE SOUTH $06^{\circ}28'47''$ EAST, A DISTANCE OF 52.80 FEET, TO A POINT;

COURSE No. 49: RUN THENCE SOUTH $58^{\circ}16'49''$ WEST, A DISTANCE OF 39.69 FEET, TO A POINT;

COURSE No. 50: RUN THENCE SOUTH $31^{\circ}31'33''$ EAST, A DISTANCE OF 55.87 FEET, TO A POINT;

COURSE No. 51: RUN THENCE SOUTH $53^{\circ}45'12''$ WEST, A DISTANCE OF 52.95 FEET, TO A POINT;

COURSE No. 52: RUN THENCE SOUTH $01^{\circ}46'53''$ EAST, A DISTANCE OF 123.80 FEET, TO A POINT;

COURSE No. 53: RUN THENCE SOUTH $06^{\circ}04'25''$ EAST, A DISTANCE OF 72.90 FEET, TO A POINT;

COURSE No. 54: RUN THENCE SOUTH $31^{\circ}16'18''$ EAST, A DISTANCE OF 271.06 FEET, TO A POINT;

COURSE No. 55: RUN THENCE SOUTH $23^{\circ}47'46''$ EAST, A DISTANCE OF 61.04 FEET, TO A POINT;

COURSE No. 56: RUN THENCE SOUTH $28^{\circ}04'38''$ WEST, A DISTANCE OF 96.04 FEET, TO A POINT;

COURSE No. 57: RUN THENCE SOUTH $11^{\circ}24'23''$ WEST, A DISTANCE OF 98.50 FEET, TO A POINT;

COURSE No. 58: RUN THENCE SOUTH $24^{\circ}22'54''$ WEST, A DISTANCE OF 119.42 FEET, TO A POINT;

COURSE No. 59: RUN THENCE SOUTH $43^{\circ}03'00''$ WEST, A DISTANCE OF 84.42 FEET, TO A POINT;

COURSE No. 60: RUN THENCE SOUTH $10^{\circ}51'25''$ EAST, A DISTANCE OF 217.94 FEET, TO A POINT;

COURSE No. 61: RUN THENCE SOUTH $72^{\circ}23'36''$ EAST, A DISTANCE OF 147.07 FEET, TO A POINT;

COURSE No. 62: RUN THENCE SOUTH $65^{\circ}23'17''$ EAST, A DISTANCE OF 70.35 FEET, TO A POINT;

COURSE No. 63: RUN THENCE SOUTH $22^{\circ}18'50''$ EAST, A DISTANCE OF 112.70 FEET, TO A POINT;

COURSE No. 64: RUN THENCE SOUTH $40^{\circ}54'29''$ EAST, A DISTANCE OF 241.53 FEET, TO A POINT;

COURSE No. 65: RUN THENCE SOUTH $15^{\circ}51'48''$ EAST, A DISTANCE OF 152.32 FEET, TO A POINT;

COURSE No. 66: RUN THENCE SOUTH $11^{\circ}52'57''$ WEST, A DISTANCE OF 93.37 FEET, TO A POINT;

COURSE No. 67: RUN THENCE SOUTH $41^{\circ}21'03''$ EAST, A DISTANCE OF 296.62 FEET, TO A POINT;

COURSE No. 68: RUN THENCE SOUTH $87^{\circ}11'55''$ EAST, A DISTANCE OF 77.82 FEET, TO A POINT;

COURSE No. 69: RUN THENCE SOUTH $46^{\circ}52'16''$ EAST, A DISTANCE OF 61.04 FEET, TO A POINT;

COURSE No. 70: RUN THENCE SOUTH $57^{\circ}55'20''$ WEST, A DISTANCE OF 34.40 FEET, TO A POINT;

COURSE No. 71: RUN THENCE SOUTH $48^{\circ}36'29''$ WEST, A DISTANCE OF 37.67 FEET, TO A POINT;

COURSE No. 72: RUN THENCE SOUTH $19^{\circ}12'01''$ WEST, A DISTANCE OF 54.56 FEET, TO A POINT;

COURSE No. 73: RUN THENCE SOUTH $07^{\circ}26'35''$ WEST, A DISTANCE OF 31.27 FEET, TO A POINT;

COURSE No. 74: RUN THENCE SOUTH $64^{\circ}45'06''$ EAST, A DISTANCE OF 86.44 FEET, TO A POINT;

COURSE No. 75: RUN THENCE SOUTH $06^{\circ}40'34''$ WEST, A DISTANCE OF 157.21 FEET, TO A POINT;

COURSE No. 76: RUN THENCE NORTH $65^{\circ}36'31''$ EAST, A DISTANCE OF 31.60 FEET, TO A POINT;

COURSE No. 77: RUN THENCE SOUTH $72^{\circ}21'16''$ EAST, A DISTANCE OF 78.88 FEET, TO A POINT;

COURSE No. 78: RUN THENCE NORTH $68^{\circ}43'36''$ EAST, A DISTANCE OF 85.34 FEET, TO A POINT;

COURSE No. 79: RUN THENCE NORTH $70^{\circ}15'54''$ EAST, A DISTANCE OF 69.71 FEET, TO A POINT;

COURSE No. 80: RUN THENCE NORTH $80^{\circ}51'42''$ EAST, A DISTANCE OF 103.53 FEET, TO A POINT;

COURSE No. 81: RUN THENCE SOUTH $68^{\circ}04'08''$ EAST, A DISTANCE OF 85.72 FEET, TO A POINT;

COURSE No. 82: RUN THENCE SOUTH $11^{\circ}50'31''$ WEST, A DISTANCE OF 50.88 FEET, TO A POINT;

COURSE No. 83: RUN THENCE SOUTH $39^{\circ}05'40''$ WEST, A DISTANCE OF 56.96 FEET, TO A POINT;

COURSE No. 84: RUN THENCE SOUTH $08^{\circ}20'15''$ WEST, A DISTANCE OF 52.12 FEET, TO A POINT;

COURSE No. 85: RUN THENCE SOUTH $21^{\circ}57'27''$ EAST, A DISTANCE OF 60.60 FEET, TO A POINT;

COURSE No. 86: RUN THENCE SOUTH $28^{\circ}56'13''$ EAST, A DISTANCE OF 60.17 FEET, TO A POINT;

COURSE No. 87: RUN THENCE NORTH $74^{\circ}16'54''$ EAST, A DISTANCE OF 77.08 FEET, TO A POINT;

COURSE No. 88: RUN THENCE NORTH $30^{\circ}06'09''$ EAST, A DISTANCE OF 133.79 FEET, TO A POINT;

COURSE No. 89: RUN THENCE SOUTH $76^{\circ}17'10''$ EAST, A DISTANCE OF 78.08 FEET, TO A POINT;

COURSE No. 90: RUN THENCE SOUTH $27^{\circ}21'36''$ EAST, A DISTANCE OF 64.43 FEET, TO A POINT;

COURSE No. 91: RUN THENCE SOUTH $51^{\circ}09'04''$ EAST, A DISTANCE OF 80.47 FEET, TO A POINT;

COURSE No. 92: RUN THENCE SOUTH $65^{\circ}04'55''$ EAST, A DISTANCE OF 77.67 FEET, TO A POINT;

COURSE No. 93: RUN THENCE SOUTH $69^{\circ}55'43''$ EAST, A DISTANCE OF 80.58 FEET, TO A POINT;

COURSE No. 94: RUN THENCE SOUTH $48^{\circ}12'30''$ EAST, A DISTANCE OF 69.24 FEET, TO A POINT;

COURSE No. 95: RUN THENCE SOUTH $57^{\circ}06'39''$ EAST, A DISTANCE OF 101.06 FEET, TO A POINT;

COURSE No. 96: RUN THENCE SOUTH $51^{\circ}32'08''$ EAST, A DISTANCE OF 121.75 FEET, TO A POINT;

COURSE No. 97: RUN THENCE SOUTH $31^{\circ}35'22''$ EAST, A DISTANCE OF 96.89 FEET, TO A POINT;

COURSE No. 98: RUN THENCE NORTH $79^{\circ}48'02''$ 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 $01^{\circ}28'44''$ 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 $89^{\circ}16'00''$ 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 $01^{\circ}28'44''$ 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 $89^{\circ}16'00''$ WEST, A DISTANCE OF 100.00 FEET, TO A POINT; RUN THENCE SOUTH $34^{\circ}01'07''$ 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 $77^{\circ}16'51''$ WEST, A DISTANCE OF 27.29 FEET, TO A POINT;

COURSE No. 2 RUN THENCE SOUTH $12^{\circ}48'24''$ WEST, A DISTANCE OF 27.70 FEET, TO A POINT;

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

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

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

Exhibit “B”

The debt assessment lien is being placed on property described in the attached legal description. For notice purposes, listed below are the potentially applicable County Property Appraiser parcels, and property owners, developers/potential property owners, and developers that will be included on a mailing list related to debt assessments:

0098710000 – GREENBRIAR PROPERTY HOLDINGS LLC
0098730000 – GREENBRIAR PROPERTY HOLDINGS LLC
0098800000 – GREENBRIAR PROPERTY HOLDINGS LLC
0098900000 – GREENBRIAR PROPERTY HOLDINGS LLC
0098930000 – GREENBRIAR PROPERTY HOLDINGS LLC
0099100010 – GREENBRIAR PROPERTY HOLDINGS LLC
0099200012 – GREENBRIAR PROPERTY HOLDINGS LLC

GREENBRIAR PROPERTY HOLDINGS LLC
401 E LAS OLAS BLVD STE 1870
FORT LAUDERDALE, FL 33301-0000

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

4C

**ENGINEER'S REPORT
FOR THE
GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT**

PREPARED FOR:

**BOARD OF SUPERVISORS
GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT**

ENGINEER:

England, Thims and Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida, 32224

Project Number 20-250-09

February 6, 2024
Amended and Reinstated: October 8, 2025

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan (“CIP” or “Master Project”) and estimated costs of the CIP, for the Greenbriar Community Development District.

2. GENERAL SITE DESCRIPTION

The proposed District is located entirely within unincorporated St. Johns County, Florida, and covers approximately 1,304.54 acres of land, more or less. **Exhibit A** depicts the general location of the Project. The site is generally located north of Greenbriar Road, west of Veterans Parkway and east of Longleaf Pine Parkway. The metes and bounds legal description of the external boundary of the proposed District (the “District Property”) is set forth in **Exhibit B**.

Currently, the site is planted pines with trail roads throughout the site.

3. PROPOSED CAPITAL IMPROVEMENT PROJECT

The CIP is intended to provide public infrastructure improvements for the District Property, which are entitled for up to 2,061 residential units, with 1,984 units shown the master project is attached as **Exhibit C** to this report. The plan depicts the proposed lot count, and lot type, for the District, as follows:

Table 1

Product Type	Total Units
Market Rate:	
40' Single-family	<u>159</u>
50' Single-family	<u>308</u>
60' Single-family	<u>312</u>
70' Single Family	<u>175</u>
<u>73'</u> Single Family	108
<u>Townhomes</u>	<u>91</u>
Active Adult:	
<u>37.5'</u> Single-family	<u>284</u>
<u>45'</u> Single-family	<u>204</u>
<u>50'</u> Single-family	<u>286</u>
<u>60'</u> Single Family	<u>134</u>
TOTAL	<u>2,061</u>

The District anticipates seeking a boundary amendment which would remove 56.57 acres from its boundaries, on which approximately 108 single-family units were planned. After the boundary amendment, the District will include 1,247.97 acres planned for 1,862 single-family residential units and 91 townhome residential units on 32.67 acres for a total of 1,953 total residential units.

Table 2

Land Use	Acreage (Approx.)
Lot Development	385.43
Roads	134.24
Common Areas	142.14
Stormwater Ponds	245.59
Conservation Areas	397.14
TOTAL	1,304.54

The CIP infrastructure includes:

Roadway Improvements:

The CIP includes major collector and minor collector roads within the District Property. Generally, collector roads will be 4-lane and all other roads will be 2-lane un-divided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping, signage and sidewalks/multi-use paths within rights-of-way abutting portions of the District Property that do not contain residential lots. Sidewalks and multi-use paths abutting lots will be constructed by homebuilders. All roads will be designed in accordance with St. Johns County standards.

All internal roadways will be open to, and accessible by, the public and may be financed by the District, and are anticipated to be dedicated to the County or the CDD for ownership, operation, and maintenance. Alternatively, the developer may elect to finance the internal roads, gate them, and turn them over to a homeowners association for ownership, operation and maintenance (in such an event, the District would be limited to financing only utilities, on site conservation/mitigation and stormwater improvements behind such gated areas).

Stormwater Management System:

The stormwater collection and outfall system is a combination of roadway curbs, curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from the District Property. The stormwater system within the project discharges to Trout Creek. The stormwater system will be designed consistent with the criteria established by the St. Johns River Water Management District (“SJRWMD”) and the County for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, including the inlets and storm sewer systems within the right-of-way.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots.

Water, Wastewater and Reclaim Utilities:

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaimed water infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection. Water main connections will be made at Greenbriar Road and Longleaf Pine Parkway.

Wastewater improvements for the Project will include an onsite 8-inch diameter gravity collection system, offsite and onsite 8-inch force main and onsite lift stations. The offsite force main connection will be made at the north boundary line next to the JEA waste water treatment plant.

Similarly, the reclaimed water main will be constructed to provide service for irrigation throughout the community, and will consist of 8-inch diameter PVC pipe. Connection will be made at Longleaf Pine Parkway and ultimately at Greenbriar Road.

The water and reclaim distribution and wastewater collection systems for all phases will be completed by the District and then dedicated to JEA for ownership, operation and maintenance. Any water and sewer laterals on private property will not be financed by the District.

Hardscape, Landscape, and Irrigation:

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. The irrigation system will consist of 4-inch minimum PVC pipe. Moreover, hardscaping will consist of entry features, benches, and walks.

The County has distinct design criteria requirements for planting and irrigation design. Therefore, this Project will at a minimum meet those requirements but in most cases exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by the County may be maintained pursuant to a right-of-way agreement to be entered into with the County. The irrigation system funded by the CDD will serve the properties owned by the CDD and, in some cases, the County right-of-way.

Street Lights / Undergrounding of Electrical Utility Lines

The District intends to lease street lights through an agreement with JEA, in which case the District would fund the street lights through an annual operations and maintenance assessment. As such, street lights are not included as part of the CIP.

The CIP does however include the incremental costs of undergrounding the conduits for electrical utility lines within right-of-way utility easements throughout the community. Any lines and transformers located in such areas would be owned by JEA and not paid for by the District as part of the CIP.

Recreational Amenities:

The District intends to develop a residential amenity for the Project, which may include but not limited to pocket parks, amenity center, pool, playing fields and playing surfaces. All such amenities will be open to, and accessible by, the public.

Environmental Conservation/Mitigation

There are approximately 64.2 acres of forested and herbaceous wetland impacts associated with the proper construction of the District's infrastructure, which will require approximately 45.0 acres of mitigation credits from offsite mitigation bank. Exact numbers of wetland impact acres and associated mitigation credits will be determined during permitting. The District will be responsible for the design, permitting, construction, maintenance, and government reporting of the environmental mitigation. These costs are included within the CIP.

Professional Services

The CIP includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Off-Site Improvements

Off-site improvements may include the widening of Greenbriar Road from 2 lanes to 4 lanes, construction of an entry drive to St. Johns County-Helow Park, and the entry road to the single family portion of Roberts Village (Pod G).

The District's CIP functions as a system of improvements benefitting all lands within the District.

All of the foregoing improvements are required by applicable development approvals. Note that except as stated herein, there are no impact fee or similar credits available related to the construction of any such improvements.

The following table shows which entity will finance, own and operate the various improvements of the CIP:

TABLE 3

<u>Facility Description</u>	<u>Financing Entity</u>	<u>Maintenance Entity</u>	<u>Ownership &</u>
Roadways	CDD	CDD/SJCo	
Stormwater Management	CDD	CDD	
Utilities (Water, Sewer, Reclaim)	CDD	JEA	
Hardscape/Landscape/Irrigation	CDD	CDD	
Undergrounding of Conduit	CDD	JEA	
Amenity	CDD	CDD	
Off-site Improvements	CDD	SJCo	

CDD – The Greenbriar Community Development District

SJCo – St. Johns County

JEA – Water, Sewer, and Electric Provider

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or are currently under review by respective governmental authorities, and include the following:

St. Johns County Development Review Committee
JEA Water and Sewer Review
St. Johns River Water Management District
Florida Department of Environmental Protection (FDEP) Water and Sewer
Florida Department of Environmental Protection (FDEP) 404 Wetland Permitting

5. OPINION OF PROBABLE CONSTRUCTION COSTS

Table 4 shown below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in Table 4 are reasonable and consistent with market pricing.

TABLE 4

Improvement	Projects
Earthwork (not lot development)	\$24,000,000.00
Stormwater System	\$27,000,000.00
Sanitary Sewer	\$20,000,000.00
Water Distribution	\$16,000,000.00
Undergrounding of Electric Conduit	\$5,000,000.00
Reclaimed Water System	\$10,400,000.00
Landscape/Hardscape	\$3,000,000.00
Site Amenities/Hardscape	\$12,000,000.00
On-Site Roadways	\$18,200,000.00
Collector Road	\$40,700,000.00
Greenbriar Widening	\$11,000,000.00
County Park Access	\$600,000.00
Wetland Mitigation	\$8,200,000.00
Contingency	\$28,095,000.00
Professional Fees	\$14,984,000.00
TOTAL	\$239,179,000.00

The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other CDD expenditures that may be incurred.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

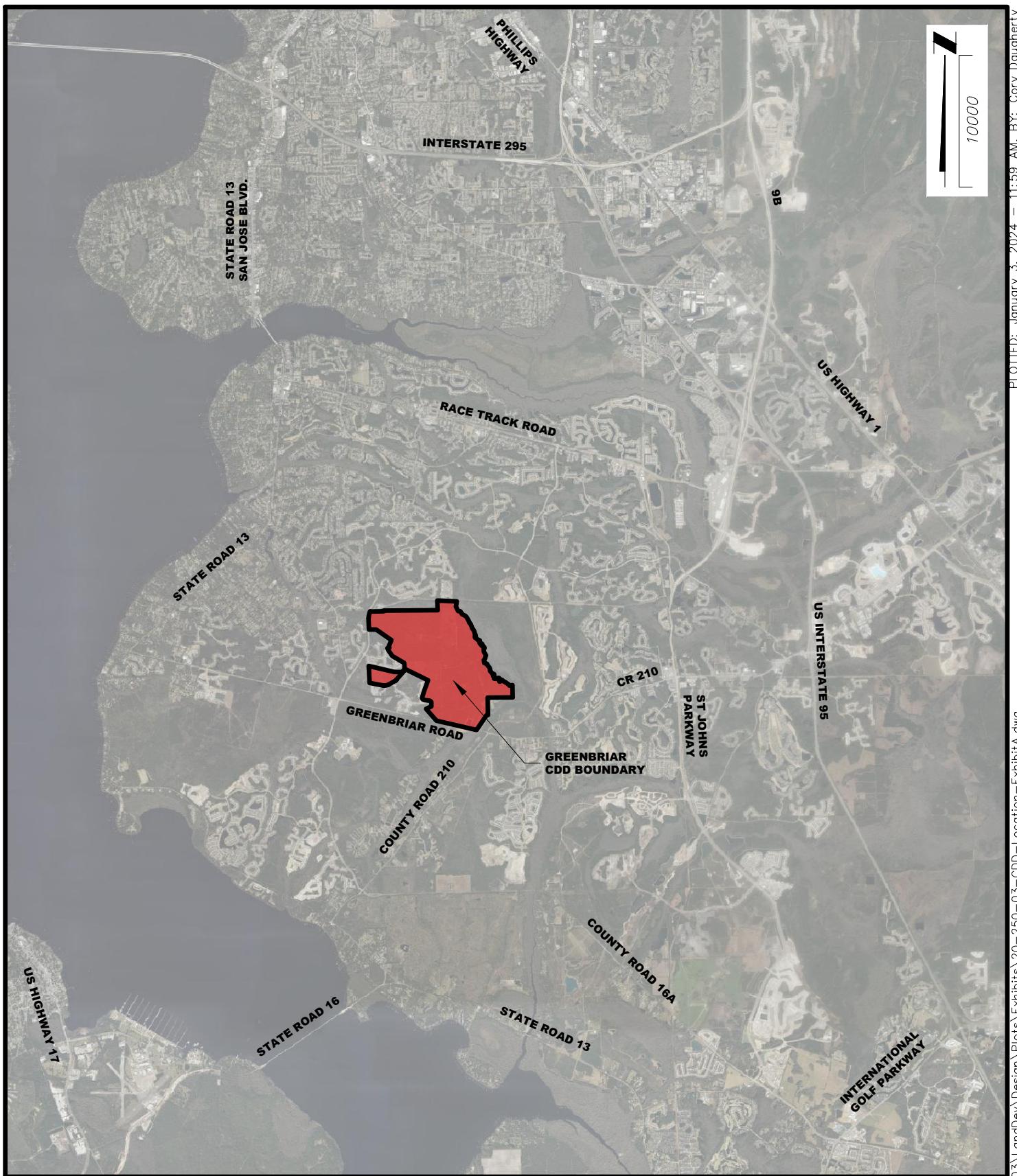
It is further our opinion that:

- The estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in St. Johns County, Florida;
- All of the improvements comprising the CIP are required by applicable development approvals;
- The CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;
- The reasonably expected economic life of the CIP is anticipated to be at least 20 years;
- The assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs; and
- The CIP will function as a system of improvements benefitting all lands within the District.

The professional service for establishing the Construction Opinion of Probable Cost is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances. The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Excess dirt may be sold off by the District.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

K.T. Peter Ma, P.E.
Date: 10/08/2025
FL License No. 46661



ETM

VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
REG - 2584 LC - 0000316

EXHIBIT A

GREENBRIAR MAP DEPICTING THE GENERAL LOCATION OF THE PROPOSED DISTRICT

ETM NO. 20-250-03

DRAWN BY: CWD

DATE: JANUARY 2024

DRAWING NO. 1

EXHIBIT B

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 $40^{\circ}49'40''$ WEST, A DISTANCE OF 1,202.60 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, NORTH $65^{\circ}00'16''$ EAST, A DISTANCE OF 436.09 FEET, TO A POINT;

COURSE No. 3: RUN THENCE NORTH $00^{\circ}46'58''$ WEST, A DISTANCE OF 324.92 FEET, TO A POINT;

COURSE No. 4: RUN THENCE, NORTH $41^{\circ}48'14''$ WEST, A DISTANCE OF 137.17 FEET, TO A POINT;

COURSE No. 5: RUN THENCE, NORTH $83^{\circ}40'53''$ WEST, A DISTANCE OF 443.21 FEET, TO A POINT;

COURSE No. 6: RUN THENCE, NORTH $65^{\circ}40'31''$ WEST, A DISTANCE OF 108.53 FEET, TO A POINT;

COURSE No. 7: RUN THENCE, NORTH $41^{\circ}05'25''$ WEST, A DISTANCE OF 81.35 FEET, TO A POINT;

COURSE No. 8: RUN THENCE, NORTH $04^{\circ}53'24''$ WEST, A DISTANCE OF 71.81 FEET, TO A POINT;

COURSE No. 9: RUN THENCE, NORTH $15^{\circ}31'00''$ EAST, A DISTANCE OF 471.90 FEET, TO A POINT;

COURSE No. 10: RUN THENCE, NORTH $20^{\circ}09'38''$ EAST, A DISTANCE OF 918.63 FEET, TO A POINT;

COURSE No. 11: RUN THENCE, NORTH $63^{\circ}50'17''$ 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 PROLONATION 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 ALOLNG 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 $41^{\circ}17'23''$ 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 EASTERNLY 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 EASTERNLY 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 EASTERNLY
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 $02^{\circ}41'05''$ 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 $87^{\circ}48'09''$ 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 $11^{\circ}00'23''$ 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 NINTY-EIGHT (98) COURSES AND DISTANCES:;

COURSE No. 1: RUN THENCE SOUTH $07^{\circ}20'37''$ WEST, A DISTANCE OF 46.17 FEET, TO A POINT;

COURSE No. 2: RUN THENCE SOUTH $28^{\circ}20'02''$ EAST, A DISTANCE OF 224.30 FEET, TO A POINT;

COURSE No. 3: RUN THENCE SOUTH $29^{\circ}09'50''$ EAST, A DISTANCE OF 147.89 FEET, TO A POINT;

COURSE No. 4: RUN THENCE SOUTH $82^{\circ}18'24''$ EAST, A DISTANCE OF 165.50 FEET, TO A POINT;

COURSE No. 5: RUN THENCE SOUTH $30^{\circ}04'45''$ EAST, A DISTANCE OF 214.69 FEET, TO A POINT;

COURSE No. 6: RUN THENCE SOUTH $12^{\circ}44'42''$ EAST, A DISTANCE OF 39.78 FEET, TO A POINT;

COURSE No. 7: RUN THENCE SOUTH $64^{\circ}14'54''$ EAST, A DISTANCE OF 109.44 FEET, TO A POINT;

COURSE No. 8: RUN THENCE SOUTH $66^{\circ}03'41''$ EAST, A DISTANCE OF 182.24 FEET, TO A POINT;

COURSE No. 9: RUN THENCE SOUTH $39^{\circ}42'21''$ EAST, A DISTANCE OF 120.67 FEET, TO A POINT;

COURSE No. 10: RUN THENCE SOUTH $33^{\circ}34'18''$ EAST, A DISTANCE OF 226.32 FEET, TO A POINT;

COURSE No. 11: RUN THENCE SOUTH $27^{\circ}25'30''$ EAST, A DISTANCE OF 132.38 FEET, TO A POINT;

COURSE No. 12: RUN THENCE SOUTH $08^{\circ}33'24''$ EAST, A DISTANCE OF 98.37 FEET, TO A POINT;

COURSE No. 13: RUN THENCE SOUTH $44^{\circ}41'47''$ EAST, A DISTANCE OF 174.78 FEET, TO A POINT;

COURSE No. 14: RUN THENCE SOUTH $21^{\circ}27'50''$ EAST, A DISTANCE OF 233.47 FEET, TO A POINT;

COURSE No. 15: RUN THENCE SOUTH $14^{\circ}38'52''$ EAST, A DISTANCE OF 121.21 FEET, TO A POINT;

COURSE No. 16: RUN THENCE SOUTH $42^{\circ}09'06''$ EAST, A DISTANCE OF 113.10 FEET, TO A POINT;

COURSE No. 17: RUN THENCE SOUTH $27^{\circ}01'20''$ EAST, A DISTANCE OF 182.08 FEET, TO A POINT;

COURSE No. 18: RUN THENCE SOUTH $10^{\circ}25'12''$ EAST, A DISTANCE OF 146.24 FEET, TO A POINT;

COURSE No. 19: RUN THENCE SOUTH $33^{\circ}01'01''$ EAST, A DISTANCE OF 107.35 FEET, TO A POINT;

COURSE No. 20: RUN THENCE SOUTH $11^{\circ}43'23''$ EAST, A DISTANCE OF 77.88 FEET, TO A POINT;

COURSE No. 21: RUN THENCE SOUTH $64^{\circ}46'50''$ WEST, A DISTANCE OF 77.00 FEET, TO A POINT;

COURSE No. 22: RUN THENCE SOUTH $07^{\circ}42'37''$ EAST, A DISTANCE OF 62.62 FEET, TO A POINT;

COURSE No. 23: RUN THENCE SOUTH $16^{\circ}01'39''$ EAST, A DISTANCE OF 58.31 FEET, TO A POINT;

COURSE No. 24: RUN THENCE SOUTH $86^{\circ}35'47''$ EAST, A DISTANCE OF 57.03 FEET, TO A POINT;

COURSE No. 25: RUN THENCE SOUTH $55^{\circ}14'43''$ EAST, A DISTANCE OF 43.81 FEET, TO A POINT;

COURSE No. 26: RUN THENCE SOUTH $35^{\circ}07'06''$ EAST, A DISTANCE OF 51.42 FEET, TO A POINT;

COURSE No. 27: RUN THENCE SOUTH $42^{\circ}27'13''$ EAST, A DISTANCE OF 49.23 FEET, TO A POINT;

COURSE No. 28: RUN THENCE SOUTH $46^{\circ}32'27''$ EAST, A DISTANCE OF 48.92 FEET, TO A POINT;

COURSE No. 29: RUN THENCE SOUTH $44^{\circ}55'17''$ EAST, A DISTANCE OF 65.28 FEET, TO A POINT;

COURSE No. 30: RUN THENCE SOUTH $80^{\circ}00'59''$ EAST, A DISTANCE OF 50.86 FEET, TO A POINT;

COURSE No. 31: RUN THENCE SOUTH $89^{\circ}10'35''$ EAST, A DISTANCE OF 63.09 FEET, TO A POINT;

COURSE No. 32: RUN THENCE SOUTH $15^{\circ}12'01''$ EAST, A DISTANCE OF 52.52 FEET, TO A POINT;

COURSE No. 33: RUN THENCE SOUTH $18^{\circ}27'04''$ WEST, A DISTANCE OF 74.43 FEET, TO A POINT;

COURSE No. 34: RUN THENCE SOUTH $44^{\circ}33'50''$ EAST, A DISTANCE OF 47.33 FEET, TO A POINT;

COURSE No. 35: RUN THENCE SOUTH $08^{\circ}28'17''$ EAST, A DISTANCE OF 36.56 FEET, TO A POINT;

COURSE No. 36: RUN THENCE SOUTH $39^{\circ}21'19''$ WEST, A DISTANCE OF 36.19 FEET, TO A POINT;

COURSE No. 37: RUN THENCE SOUTH $21^{\circ}07'08''$ EAST, A DISTANCE OF 51.96 FEET, TO A POINT;

COURSE No. 38: RUN THENCE SOUTH $60^{\circ}42'19''$ EAST, A DISTANCE OF 54.34 FEET, TO A POINT;

COURSE No. 39: RUN THENCE NORTH $65^{\circ}00'29''$ EAST, A DISTANCE OF 68.12 FEET, TO A POINT;

COURSE No. 40: RUN THENCE SOUTH $84^{\circ}58'35''$ EAST, A DISTANCE OF 47.31 FEET, TO A POINT;

COURSE No. 41: RUN THENCE SOUTH $29^{\circ}10'50''$ EAST, A DISTANCE OF 43.47 FEET, TO A POINT;

COURSE No. 42: RUN THENCE SOUTH $38^{\circ}58'47''$ WEST, A DISTANCE OF 60.42 FEET, TO A POINT;

COURSE No. 43: RUN THENCE SOUTH $13^{\circ}50'25''$ WEST, A DISTANCE OF 42.85 FEET, TO A POINT;

COURSE No. 44: RUN THENCE SOUTH $39^{\circ}29'10''$ EAST, A DISTANCE OF 58.15 FEET, TO A POINT;

COURSE No. 45: RUN THENCE SOUTH $65^{\circ}20'21''$ EAST, A DISTANCE OF 57.12 FEET, TO A POINT;

COURSE No. 46: RUN THENCE SOUTH $81^{\circ}56'19''$ EAST, A DISTANCE OF 53.75 FEET, TO A POINT;

COURSE No. 47: RUN THENCE SOUTH $50^{\circ}32'58''$ EAST, A DISTANCE OF 61.40 FEET, TO A POINT;

COURSE No. 48: RUN THENCE SOUTH $06^{\circ}28'47''$ EAST, A DISTANCE OF 52.80 FEET, TO A POINT;

COURSE No. 49: RUN THENCE SOUTH $58^{\circ}16'49''$ WEST, A DISTANCE OF 39.69 FEET, TO A POINT;

COURSE No. 50: RUN THENCE SOUTH $31^{\circ}31'33''$ EAST, A DISTANCE OF 55.87 FEET, TO A POINT;

COURSE No. 51: RUN THENCE SOUTH $53^{\circ}45'12''$ WEST, A DISTANCE OF 52.95 FEET, TO A POINT;

COURSE No. 52: RUN THENCE SOUTH $01^{\circ}46'53''$ EAST, A DISTANCE OF 123.80 FEET, TO A POINT;

COURSE No. 53: RUN THENCE SOUTH $06^{\circ}04'25''$ EAST, A DISTANCE OF 72.90 FEET, TO A POINT;

COURSE No. 54: RUN THENCE SOUTH $31^{\circ}16'18''$ EAST, A DISTANCE OF 271.06 FEET, TO A POINT;

COURSE No. 55: RUN THENCE SOUTH $23^{\circ}47'46''$ EAST, A DISTANCE OF 61.04 FEET, TO A POINT;

COURSE No. 56: RUN THENCE SOUTH $28^{\circ}04'38''$ WEST, A DISTANCE OF 96.04 FEET, TO A POINT;

COURSE No. 57: RUN THENCE SOUTH $11^{\circ}24'23''$ WEST, A DISTANCE OF 98.50 FEET, TO A POINT;

COURSE No. 58: RUN THENCE SOUTH $24^{\circ}22'54''$ WEST, A DISTANCE OF 119.42 FEET, TO A POINT;

COURSE No. 59: RUN THENCE SOUTH $43^{\circ}03'00''$ WEST, A DISTANCE OF 84.42 FEET, TO A POINT;

COURSE No. 60: RUN THENCE SOUTH $10^{\circ}51'25''$ EAST, A DISTANCE OF 217.94 FEET, TO A POINT;

COURSE No. 61: RUN THENCE SOUTH $72^{\circ}23'36''$ EAST, A DISTANCE OF 147.07 FEET, TO A POINT;

COURSE No. 62: RUN THENCE SOUTH $65^{\circ}23'17''$ EAST, A DISTANCE OF 70.35 FEET, TO A POINT;

COURSE No. 63: RUN THENCE SOUTH $22^{\circ}18'50''$ EAST, A DISTANCE OF 112.70 FEET, TO A POINT;

COURSE No. 64: RUN THENCE SOUTH $40^{\circ}54'29''$ EAST, A DISTANCE OF 241.53 FEET, TO A POINT;

COURSE No. 65: RUN THENCE SOUTH $15^{\circ}51'48''$ EAST, A DISTANCE OF 152.32 FEET, TO A POINT;

COURSE No. 66: RUN THENCE SOUTH $11^{\circ}52'57''$ WEST, A DISTANCE OF 93.37 FEET, TO A POINT;

COURSE No. 67: RUN THENCE SOUTH $41^{\circ}21'03''$ EAST, A DISTANCE OF 296.62 FEET, TO A POINT;

COURSE No. 68: RUN THENCE SOUTH $87^{\circ}11'55''$ EAST, A DISTANCE OF 77.82 FEET, TO A POINT;

COURSE No. 69: RUN THENCE SOUTH $46^{\circ}52'16''$ EAST, A DISTANCE OF 61.04 FEET, TO A POINT;

COURSE No. 70: RUN THENCE SOUTH $57^{\circ}55'20''$ WEST, A DISTANCE OF 34.40 FEET, TO A POINT;

COURSE No. 71: RUN THENCE SOUTH $48^{\circ}36'29''$ WEST, A DISTANCE OF 37.67 FEET, TO A POINT;

COURSE No. 72: RUN THENCE SOUTH $19^{\circ}12'01''$ WEST, A DISTANCE OF 54.56 FEET, TO A POINT;

COURSE No. 73: RUN THENCE SOUTH $07^{\circ}26'35''$ WEST, A DISTANCE OF 31.27 FEET, TO A POINT;

COURSE No. 74: RUN THENCE SOUTH $64^{\circ}45'06''$ EAST, A DISTANCE OF 86.44 FEET, TO A POINT;

COURSE No. 75: RUN THENCE SOUTH $06^{\circ}40'34''$ WEST, A DISTANCE OF 157.21 FEET, TO A POINT;

COURSE No. 76: RUN THENCE NORTH $65^{\circ}36'31''$ EAST, A DISTANCE OF 31.60 FEET, TO A POINT;

COURSE No. 77: RUN THENCE SOUTH $72^{\circ}21'16''$ EAST, A DISTANCE OF 78.88 FEET, TO A POINT;

COURSE No. 78: RUN THENCE NORTH $68^{\circ}43'36''$ EAST, A DISTANCE OF 85.34 FEET, TO A POINT;

COURSE No. 79: RUN THENCE NORTH $70^{\circ}15'54''$ EAST, A DISTANCE OF 69.71 FEET, TO A POINT;

COURSE No. 80: RUN THENCE NORTH $80^{\circ}51'42''$ EAST, A DISTANCE OF 103.53 FEET, TO A POINT;

COURSE No. 81: RUN THENCE SOUTH $68^{\circ}04'08''$ EAST, A DISTANCE OF 85.72 FEET, TO A POINT;

COURSE No. 82: RUN THENCE SOUTH $11^{\circ}50'31''$ WEST, A DISTANCE OF 50.88 FEET, TO A POINT;

COURSE No. 83: RUN THENCE SOUTH $39^{\circ}05'40''$ WEST, A DISTANCE OF 56.96 FEET, TO A POINT;

COURSE No. 84: RUN THENCE SOUTH $08^{\circ}20'15''$ WEST, A DISTANCE OF 52.12 FEET, TO A POINT;

COURSE No. 85: RUN THENCE SOUTH $21^{\circ}57'27''$ EAST, A DISTANCE OF 60.60 FEET, TO A POINT;

COURSE No. 86: RUN THENCE SOUTH $28^{\circ}56'13''$ EAST, A DISTANCE OF 60.17 FEET, TO A POINT;

COURSE No. 87: RUN THENCE NORTH $74^{\circ}16'54''$ EAST, A DISTANCE OF 77.08 FEET, TO A POINT;

COURSE No. 88: RUN THENCE NORTH $30^{\circ}06'09''$ EAST, A DISTANCE OF 133.79 FEET, TO A POINT;

COURSE No. 89: RUN THENCE SOUTH $76^{\circ}17'10''$ EAST, A DISTANCE OF 78.08 FEET, TO A POINT;

COURSE No. 90: RUN THENCE SOUTH $27^{\circ}21'36''$ EAST, A DISTANCE OF 64.43 FEET, TO A POINT;

COURSE No. 91: RUN THENCE SOUTH $51^{\circ}09'04''$ EAST, A DISTANCE OF 80.47 FEET, TO A POINT;

COURSE No. 92: RUN THENCE SOUTH $65^{\circ}04'55''$ EAST, A DISTANCE OF 77.67 FEET, TO A POINT;

COURSE No. 93: RUN THENCE SOUTH $69^{\circ}55'43''$ EAST, A DISTANCE OF 80.58 FEET, TO A POINT;

COURSE No. 94: RUN THENCE SOUTH $48^{\circ}12'30''$ EAST, A DISTANCE OF 69.24 FEET, TO A POINT;

COURSE No. 95: RUN THENCE SOUTH $57^{\circ}06'39''$ EAST, A DISTANCE OF 101.06 FEET, TO A POINT;

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

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

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

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

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

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

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

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

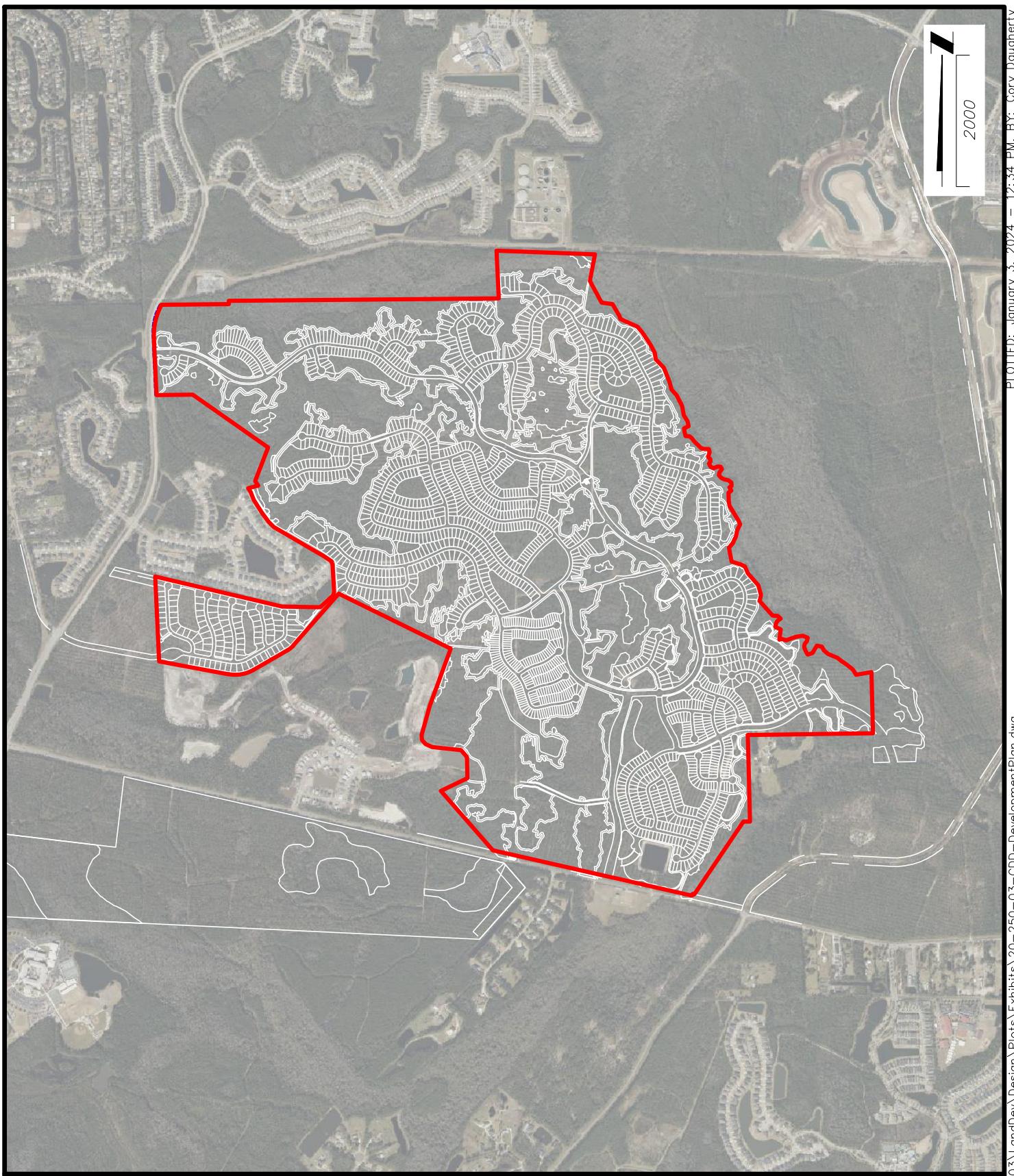


EXHIBIT C	ETM NO. 20-250-03
DRAWN BY: CWD	
GREENBRIAR	DATE: JANUARY 2024
DEVELOPMENT PLAN	DRAWING NO. 1

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

4D

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

Amended and Restated Master Special Assessment
Methodology Report

October 8, 2025



Provided by:

Wrathell, Hunt and Associates, LLC
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Table of Contents

1.0	Introduction	
1.1	Purpose	1
1.2	Scope of the Amended Report	1
1.3	Special Benefits and General Benefits	1
1.4	Organization of the Amended Report	2
2.0	Development Program	
2.1	Overview	2
2.2	The Amended and Restated Development Program	3
3.0	The Capital Improvement Plan	
3.1	Overview	3
3.2	The Capital Improvement Plan	3
4.0	Financing Program	
4.1	Overview	4
4.2	Types of Bonds Proposed	4
5.0	Assessment Methodology	
5.1	Overview	5
5.2	Benefit Allocation	5
5.3	Assigning Debt	7
5.4	Lienability Test: Special and Peculiar Benefit to the Property	8
5.5	Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay	9
5.6	True-Up Mechanism	9
5.7	Assessment Roll	11
5.8	Additional Items Regarding Bond Assessment Imposition and Allocation	12
6.0	Additional Stipulations	
6.1	Overview	13
7.0	Appendix	
	Table 1	14
	Table 2	14
	Table 3	15
	Table 4	15
	Table 5	16

1.0 Introduction

1.1 Purpose

This Amended and Restated Master Special Assessment Methodology Report (the "Amended Report") was developed to provide a financing plan and a special assessment methodology for the Greenbriar Community Development District (the "District"), located in St. Johns County, Florida, as related to funding the costs of public infrastructure improvements (the "Capital Improvement Plan" or "CIP") contemplated to be provided by the District. This Amended Report amends and restates the Master Special Assessment Methodology Report dated February 6, 2024 (the "Original Report").

1.2 Scope of the Amended Report

This Amended Report presents the projections for financing the District's "Capital Improvement Plan", as described in the Master Engineer's Report developed by England, Thims and Miller, Inc. (the "District Engineer") and dated February 6, 2024, as amended by the Amended and Restated Engineer's Report dated October 8, 2025 (collectively the "Engineer's Report"), which improvements set forth therein make up the "Capital Improvement Plan", as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Capital Improvement Plan.

Please note that the District already issued Special Assessments Revenue Bonds, Series 2025 (Assessment Area One) in the principal amount of \$11,450,000 (the "Series 2025 Bonds") to fund a portion of the costs of the CIP.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the Capital Improvement Plan create special and peculiar benefits, different in kind and degree from the general and incidental benefits to the public at large. However, as discussed within this Amended Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's Capital Improvement Plan enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the Capital Improvement Plan. However, these benefits are only incidental since the Capital Improvement Plan is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the Capital Improvement Plan and do not depend upon the Capital Improvement Plan to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The Capital Improvement Plan will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the Capital Improvement Plan. Even though the exact value of the benefits provided by the Capital Improvement Plan is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Amended Report

Section Two describes the amended and restated development program as proposed by the Developer, as defined below.

Section Three provides a summary of the Capital Improvement Plan as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the amended and restated special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Pinewalk development (the "Development"), a master planned residential development located in St. Johns County, Florida. The District currently consists of approximately 1,304.54 acres and is generally located north of Greenbriar Road, west of Veterans Parkway and east of Longleaf

Pine Parkway. The District anticipates seeking a boundary amendment which would remove 56.57 acres from its boundaries, resulting in a total acreage of 1,247.97 acres.

2.2 The Amended and Restated Development Program

The development of Pinewalk is anticipated to be conducted by Greenbriar Property Holdings, LLC or an affiliated entity (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan, including the anticipated boundary amendment, envisions 1,970 single-family residential units and 91 townhome residential units for a total of 2,061 residential dwelling units, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District. Please note that the anticipated boundary amendment would remove 108 single-family residential units, reducing the total number of residential dwelling units to 1,953 residential dwelling units.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes, and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 The Capital Improvement Plan

The Capital Improvement Plan needed to serve the Development is projected to consist of improvements which will serve all of the lands in the District. The District, however, reserves the right to create distinct assessment areas to coincide with the phases of development. The Capital Improvement Plan will consist of earthwork (not lot development), stormwater system, sanitary sewer, water distribution, undergrading of electric conduit, reclaimed water system, landscape/hardscape, site amenities/hardscape, on-site roadways, collector road, Greenbriar Road widening, county park access road, wetland mitigation, contingency and professional fees as set forth in more detail in the Engineer's Report. At the time of this writing, the total cost of the Capital Improvement Plan is estimated to total approximately \$239,179,000.

The public infrastructure improvements that compose the Capital Improvement Plan will serve and provide benefit to all land uses in the District and will compose an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the Capital Improvement Plan.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. The District maintains the complete flexibility to either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund the costs of the Capital Improvement Plan as described in *Section 3.2* in one financing transaction, the District would have to issue approximately \$327,805,000 in par amount of special assessment bonds (the "Bonds") as illustrated in Table 3 in the *Appendix*.

Please note that the purpose of this Amended Report is to allocate the benefit of the Capital Improvement Plan to the various land uses in the District, and based on such benefit allocation to apportion the maximum debt necessary to fund the Capital Improvement Plan. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of \$327,805,000 to finance approximately \$239,179,000 in Capital Improvement Plan costs. The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds

would be made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the improvements and other costs, the District would need to borrow more funds than just the construction costs and would need to incur indebtedness in the total amount of approximately \$327,805,000. The difference is made up of debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

Please note that the structure of the Bonds as presented in this Amended Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the Capital Improvement Plan outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties within the District that derive special and peculiar benefits from the Capital Improvement Plan. All properties within the District that receive special benefits from the Capital Improvement Plan will be assessed for their fair share of the debt issued in order to finance all or a portion of the Capital Improvement Plan.

5.2 Benefit Allocation

The most current development plan for the District envisions the development of 1,970 single-family residential units and 91 townhome residential units for a total of 2,061 residential dwelling

units, although, unit numbers and land use types may change throughout the development period. Please note that the anticipated boundary amendment would remove 108 single-family residential units, reducing the total number of residential dwelling units to 1,953 residential dwelling units.

The public infrastructure improvements that compose the Capital Improvement Plan will serve and provide benefit to all land uses in the District and will constitute an interrelated system of improvements, which means all of the improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that compose the Capital Improvement Plan and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Capital Improvement Plan have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem special assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem special assessment amount levied on that parcel.

The benefit associated with the Capital Improvement Plan of the District is proposed to be allocated to the different unit types within the District in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within the District based on the relative density of development and the intensity of use of master

infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average units with smaller lot sizes will use and benefit from the District's improvements less than units with larger lot sizes, as for instance, generally and on average units with smaller lot sizes produce less stormwater runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different unit types from the District's improvements.

Table 5 in the *Appendix* presents the apportionment of the non-ad valorem special assessments associated with funding the District's Capital Improvement Plan (the "Bond Assessments") in accordance with the ERU benefit allocation method presented in Table 4. Table 5 also presents the annual levels of the projected annual debt service assessments per unit.

Amenities. No Bond Assessments will be allocated herein to any private amenities or other common areas planned for the development which meet the requirements of section 193.0235, Florida Statutes (2023). If owned by a homeowner's association, such amenities and common areas would be considered a common element for the exclusive benefit of property owners. If the common elements are owned by the District, then they would be governmental property not subject to the Bond Assessments and would be open to the general public, subject to District rules and policies. As such, no Bond Assessments will be assigned to the amenities and common areas.

Government Property. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Bond Assessments without specific consent thereto. If at any time, any real property on which Bond Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

5.3 Assigning Debt

The Bond Assessments will initially be levied on all of the gross acre

land in the District. Consequently, the Bond Assessments will be levied on approximately 1,304.54 gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$327,805,000 will be preliminarily levied on approximately 1,304.54 gross acres at a rate of \$251,280.14 per acre.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatte gross acres within the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

Transferred Property. In the event unplatte land is sold to a third party (the “Transferred Property”), the Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs (as herein defined) assigned by the Developer to that Transferred Property, subject to review by the District’s methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Amended Report. The owner of the Transferred Property will be responsible for the total Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. This total Bond Assessment is allocated to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Bond Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per gross acre until platting).

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3, Special Benefits and General Benefits*, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable

properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the Capital Improvement Plan make the land in the District developable and saleable and when implemented jointly as parts of the Capital Improvement Plan, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the Capital Improvement Plan by different unit types.

Accordingly, no acre or parcel of property within the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned Equivalent

Residential Units (“ERUs”) as set forth in Table 4 in the Appendix (“Development Plan”). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, “Proposed Plat”) shall be presented to the District for a “true-up” review as follows:

- a. If a Proposed Plat results in the same amount of ERUs (and thus Bond Assessments) able to be imposed on the “Remaining Unplatted Lands” (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Bond Assessments to the product types being platted and the remaining property in accordance with this Amended Report, and cause the Bond Assessments to be recorded in the District’s improvement lien book.
- b. If a Proposed Plat within the District has more than the anticipated ERUs (and Bond Assessments) such that the Remaining Unplatted Developable Lands would be assigned fewer ERUs (and Bond Assessments) than originally contemplated in the Development Plan, then the District may undertake a pro rata reduction of Bond Assessments for all assessed properties within the Property or may otherwise address such net decrease as permitted by law.
- c. If a Proposed Plat within the District has fewer than the anticipated ERUs (and Bond Assessments) such that the Remaining Unplatted Developable Lands would have to be assigned more ERUs (and Bond Assessments) in order to fully assign all of the ERUs originally contemplated in the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a “True-Up Payment” equal to the difference between: (i) the Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District’s Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the development, b) the revised, overall development plan showing

the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient assessments to pay debt service on the applicable series of bonds and the District may conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes, upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Bond Assessment liens levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

The Bond Assessments in the amount of \$327,805,000 are proposed to be levied over the area described in Exhibit "A". Excluding any

capitalized interest period, Bond Assessments shall be paid in no more than thirty (30) annual principal installments.

5.8 Additional Items Regarding Bond Assessment Imposition and Allocation

This Amended Report is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein comprising the Capital Improvement Plan. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

As noted herein, the Capital Improvement Plan functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property or designated assessment area within the District, regardless of where the Bond Assessments are levied, provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties.

As set forth in any supplemental report, and for any particular bond issuance, the Developer may opt to “buy down” the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order to reduce certain Bond Assessments. Note that any “true-up,” as described herein, may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such reduced assessment levels. Any amounts contributed by the Developer to pay down Bond Assessment will not be eligible for “deferred costs,” if any are provided for in connection with any particular bond issuance.

As noted herein, this report identifies the anticipated product types for the development, and associates particular ERU factors with each product type. If new product types are identified in the course of development, the District’s Assessment Consultant – without a further hearing – may determine the ERU factor for the new product type on a front footage basis, provided that such determination is made on a pro-rated basis and derived from the front footage of existing product types and their corresponding ERUs. For example, if a Single Family 50’ unit has an ERU of 1.00, and a Single Family

60' unit has an ERU of 1.20, then a new Single Family 55' unit would have an ERU of 1.10.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's Capital Improvement Plan. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Amended Report. For additional information on the bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Greenbriar Community Development District

Development Plan

Unit Type	Total Number of Units
Market Rate	
Single Family 40'	159
Single Family 50'	308
Single Family 60'	312
Single Family 70'	175
Single Family 73'	108
Townhomes	91
Active Adult	
Single Family 37.5'	284
Single Family 45'	204
Single Family 50'	286
Single Family 60'	134
Total	2,061

Table 2

Greenbriar Community Development District

Capital Improvement Plan

Improvement	Total CIP Costs
<i>Earthwork (not lot development)</i>	\$24,000,000.00
<i>Stormwater System</i>	\$27,000,000.00
<i>Sanitary Sewer</i>	\$20,000,000.00
<i>Water Distribution</i>	\$16,000,000.00
<i>Undergrounding of Electric Conduit</i>	\$5,000,000.00
<i>Reclaimed Water System</i>	\$10,400,000.00
<i>Landscape/Hardscape</i>	\$3,000,000.00
<i>Site Amenities/Hardscape</i>	\$12,000,000.00
<i>On-Site Roadways</i>	\$18,200,000.00
<i>Collector Road</i>	\$40,700,000.00
<i>Greenbriar Road Widening</i>	\$11,000,000.00
<i>County Park Access</i>	\$600,000.00
<i>Wetland Mitigation</i>	\$8,200,000.00
<i>Contingency</i>	\$28,095,000.00
<i>Professional Fees</i>	\$14,984,000.00
Total	\$239,179,000.00

Table 3

Greenbriar Community Development District

Preliminary Sources and Uses of Funds

Sources

Bond Proceeds:	
Par Amount	\$327,805,000.00
Total Sources	\$327,805,000.00

Uses

Project Fund Deposits:	
Project Fund	\$239,179,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$29,118,076.80
Capitalized Interest Fund	\$52,448,800.00
Delivery Date Expenses:	
Costs of Issuance and Underwriter's Discount	\$7,056,100.00
Rounding	\$3,023.20
Total Uses	\$327,805,000.00

Coupon Rate: 8.00%
 CAPI Length: 24 Months
 Bond Duration: 30 Years
 Underwriter's Discount Rate: 2%
 Cost Of Issuance: \$500,000

Table 4

Greenbriar Community Development District

Benefit Allocation

Unit Type	Total Number of Units	ERU per Unit	Total ERU
Market Rate			
Single Family 40'	159	0.80	127.20
Single Family 50'	308	1.00	308.00
Single Family 60'	312	1.20	374.40
Single Family 70'	175	1.40	245.00
Single Family 73'	108	1.46	157.68
Townhomes	91	0.533	48.53
Active Adult			
Single Family 37.5'	284	0.75	213.00
Single Family 45'	204	0.90	183.60
Single Family 50'	286	1.00	286.00
Single Family 60'	134	1.20	160.80
Total	2,061		2,104.21

Table 5

Greenbriar Community Development District

Bond Assessment Apportionment

Unit Type	Total Number of Units	Total Cost Allocation	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit - paid in March*
Market Rate					
Single Family 40'	159	\$14,458,405.10	\$19,815,859.61	\$124,628.05	\$11,777.01
Single Family 50'	308	\$35,009,345.69	\$47,981,798.42	\$155,785.06	\$14,721.26
Single Family 60'	312	\$42,556,815.03	\$58,325,926.40	\$186,942.07	\$17,665.52
Single Family 70'	175	\$27,848,343.17	\$38,167,339.66	\$218,099.08	\$20,609.77
Single Family 73'	108	\$17,922,966.33	\$24,564,188.23	\$227,446.19	\$21,493.04
Townhomes	91	\$5,516,624.17	\$7,560,768.24	\$83,085.37	\$7,851.34
Active Adult					
Single Family 37.5	284	\$24,211,008.55	\$33,182,217.74	\$116,838.79	\$11,040.95
Single Family 45'	204	\$20,869,207.37	\$28,602,136.98	\$140,206.55	\$13,249.14
Single Family 50'	286	\$32,508,678.14	\$44,554,527.11	\$155,785.06	\$14,721.26
Single Family 60'	134	\$18,277,606.45	\$25,050,237.62	\$186,942.07	\$17,665.52
Total	2,061	\$239,179,000.00	\$327,805,000.00		

* Includes costs of collection estimated at 2% (subject to change) and an allowance for early payment discount estimated at 4% (subject to change)

Exhibit “A”

Bond Assessments in the estimated amount of \$327,805,000.00 are proposed to be levied over the area as described below:

SKETCH AND METES & BOUNDS LEGAL DESCRIPTION

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 PROLONATION ALSO BEING THE NORTHERLY LIONE 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 ALOLNG 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 EASTERN 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 EASTERN 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 EASTERN
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 $02^{\circ}41'05''$ 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 $87^{\circ}48'09''$ 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 $11^{\circ}00'23''$ 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 NINTY-EIGHT (98) COURSES AND DISTANCES:;

COURSE No. 1: RUN THENCE SOUTH $07^{\circ}20'37''$ WEST, A DISTANCE OF 46.17 FEET, TO A POINT;

COURSE No. 2: RUN THENCE SOUTH $28^{\circ}20'02''$ EAST, A DISTANCE OF 224.30 FEET, TO A POINT;

COURSE No. 3: RUN THENCE SOUTH $29^{\circ}09'50''$ EAST, A DISTANCE OF 147.89 FEET, TO A POINT;

COURSE No. 4: RUN THENCE SOUTH $82^{\circ}18'24''$ EAST, A DISTANCE OF 165.50 FEET, TO A POINT;

COURSE No. 5: RUN THENCE SOUTH $30^{\circ}04'45''$ EAST, A DISTANCE OF 214.69 FEET, TO A POINT;

COURSE No. 6: RUN THENCE SOUTH $12^{\circ}44'42''$ EAST, A DISTANCE OF 39.78 FEET, TO A POINT;

COURSE No. 7: RUN THENCE SOUTH $64^{\circ}14'54''$ EAST, A DISTANCE OF 109.44 FEET, TO A POINT;

COURSE No. 8: RUN THENCE SOUTH $66^{\circ}03'41''$ EAST, A DISTANCE OF 182.24 FEET, TO A POINT;

COURSE No. 9: RUN THENCE SOUTH $39^{\circ}42'21''$ EAST, A DISTANCE OF 120.67 FEET, TO A POINT;

COURSE No. 10: RUN THENCE SOUTH $33^{\circ}34'18''$ EAST, A DISTANCE OF 226.32 FEET, TO A POINT;

COURSE No. 11: RUN THENCE SOUTH $27^{\circ}25'30''$ EAST, A DISTANCE OF 132.38 FEET, TO A POINT;

COURSE No. 12: RUN THENCE SOUTH $08^{\circ}33'24''$ EAST, A DISTANCE OF 98.37 FEET, TO A POINT;

COURSE No. 13: RUN THENCE SOUTH $44^{\circ}41'47''$ EAST, A DISTANCE OF 174.78 FEET, TO A POINT;

COURSE No. 14: RUN THENCE SOUTH $21^{\circ}27'50''$ EAST, A DISTANCE OF 233.47 FEET, TO A POINT;

COURSE No. 15: RUN THENCE SOUTH $14^{\circ}38'52''$ EAST, A DISTANCE OF 121.21 FEET, TO A POINT;

COURSE No. 16: RUN THENCE SOUTH $42^{\circ}09'06''$ EAST, A DISTANCE OF 113.10 FEET, TO A POINT;

COURSE No. 17: RUN THENCE SOUTH $27^{\circ}01'20''$ EAST, A DISTANCE OF 182.08 FEET, TO A POINT;

COURSE No. 18: RUN THENCE SOUTH $10^{\circ}25'12''$ EAST, A DISTANCE OF 146.24 FEET, TO A POINT;

COURSE No. 19: RUN THENCE SOUTH $33^{\circ}01'01''$ EAST, A DISTANCE OF 107.35 FEET, TO A POINT;

COURSE No. 20: RUN THENCE SOUTH $11^{\circ}43'23''$ EAST, A DISTANCE OF 77.88 FEET, TO A POINT;

COURSE No. 21: RUN THENCE SOUTH $64^{\circ}46'50''$ WEST, A DISTANCE OF 77.00 FEET, TO A POINT;

COURSE No. 22: RUN THENCE SOUTH $07^{\circ}42'37''$ EAST, A DISTANCE OF 62.62 FEET, TO A POINT;

COURSE No. 23: RUN THENCE SOUTH $16^{\circ}01'39''$ EAST, A DISTANCE OF 58.31 FEET, TO A POINT;

COURSE No. 24: RUN THENCE SOUTH $86^{\circ}35'47''$ EAST, A DISTANCE OF 57.03 FEET, TO A POINT;

COURSE No. 25: RUN THENCE SOUTH $55^{\circ}14'43''$ EAST, A DISTANCE OF 43.81 FEET, TO A POINT;

COURSE No. 26: RUN THENCE SOUTH $35^{\circ}07'06''$ EAST, A DISTANCE OF 51.42 FEET, TO A POINT;

COURSE No. 27: RUN THENCE SOUTH $42^{\circ}27'13''$ EAST, A DISTANCE OF 49.23 FEET, TO A POINT;

COURSE No. 28: RUN THENCE SOUTH $46^{\circ}32'27''$ EAST, A DISTANCE OF 48.92 FEET, TO A POINT;

COURSE No. 29: RUN THENCE SOUTH $44^{\circ}55'17''$ EAST, A DISTANCE OF 65.28 FEET, TO A POINT;

COURSE No. 30: RUN THENCE SOUTH $80^{\circ}00'59''$ EAST, A DISTANCE OF 50.86 FEET, TO A POINT;

COURSE No. 31: RUN THENCE SOUTH $89^{\circ}10'35''$ EAST, A DISTANCE OF 63.09 FEET, TO A POINT;

COURSE No. 32: RUN THENCE SOUTH $15^{\circ}12'01''$ EAST, A DISTANCE OF 52.52 FEET, TO A POINT;

COURSE No. 33: RUN THENCE SOUTH $18^{\circ}27'04''$ WEST, A DISTANCE OF 74.43 FEET, TO A POINT;

COURSE No. 34: RUN THENCE SOUTH $44^{\circ}33'50''$ EAST, A DISTANCE OF 47.33 FEET, TO A POINT;

COURSE No. 35: RUN THENCE SOUTH $08^{\circ}28'17''$ EAST, A DISTANCE OF 36.56 FEET, TO A POINT;

COURSE No. 36: RUN THENCE SOUTH $39^{\circ}21'19''$ WEST, A DISTANCE OF 36.19 FEET, TO A POINT;

COURSE No. 37: RUN THENCE SOUTH $21^{\circ}07'08''$ EAST, A DISTANCE OF 51.96 FEET, TO A POINT;

COURSE No. 38: RUN THENCE SOUTH $60^{\circ}42'19''$ EAST, A DISTANCE OF 54.34 FEET, TO A POINT;

COURSE No. 39: RUN THENCE NORTH $65^{\circ}00'29''$ EAST, A DISTANCE OF 68.12 FEET, TO A POINT;

COURSE No. 40: RUN THENCE SOUTH $84^{\circ}58'35''$ EAST, A DISTANCE OF 47.31 FEET, TO A POINT;

COURSE No. 41: RUN THENCE SOUTH $29^{\circ}10'50''$ EAST, A DISTANCE OF 43.47 FEET, TO A POINT;

COURSE No. 42: RUN THENCE SOUTH $38^{\circ}58'47''$ WEST, A DISTANCE OF 60.42 FEET, TO A POINT;

COURSE No. 43: RUN THENCE SOUTH $13^{\circ}50'25''$ WEST, A DISTANCE OF 42.85 FEET, TO A POINT;

COURSE No. 44: RUN THENCE SOUTH $39^{\circ}29'10''$ EAST, A DISTANCE OF 58.15 FEET, TO A POINT;

COURSE No. 45: RUN THENCE SOUTH $65^{\circ}20'21''$ EAST, A DISTANCE OF 57.12 FEET, TO A POINT;

COURSE No. 46: RUN THENCE SOUTH $81^{\circ}56'19''$ EAST, A DISTANCE OF 53.75 FEET, TO A POINT;

COURSE No. 47: RUN THENCE SOUTH $50^{\circ}32'58''$ EAST, A DISTANCE OF 61.40 FEET, TO A POINT;

COURSE No. 48: RUN THENCE SOUTH $06^{\circ}28'47''$ EAST, A DISTANCE OF 52.80 FEET, TO A POINT;

COURSE No. 49: RUN THENCE SOUTH $58^{\circ}16'49''$ WEST, A DISTANCE OF 39.69 FEET, TO A POINT;

COURSE No. 50: RUN THENCE SOUTH $31^{\circ}31'33''$ EAST, A DISTANCE OF 55.87 FEET, TO A POINT;

COURSE No. 51: RUN THENCE SOUTH $53^{\circ}45'12''$ WEST, A DISTANCE OF 52.95 FEET, TO A POINT;

COURSE No. 52: RUN THENCE SOUTH $01^{\circ}46'53''$ EAST, A DISTANCE OF 123.80 FEET, TO A POINT;

COURSE No. 53: RUN THENCE SOUTH $06^{\circ}04'25''$ EAST, A DISTANCE OF 72.90 FEET, TO A POINT;

COURSE No. 54: RUN THENCE SOUTH $31^{\circ}16'18''$ EAST, A DISTANCE OF 271.06 FEET, TO A POINT;

COURSE No. 55: RUN THENCE SOUTH $23^{\circ}47'46''$ EAST, A DISTANCE OF 61.04 FEET, TO A POINT;

COURSE No. 56: RUN THENCE SOUTH $28^{\circ}04'38''$ WEST, A DISTANCE OF 96.04 FEET, TO A POINT;

COURSE No. 57: RUN THENCE SOUTH $11^{\circ}24'23''$ WEST, A DISTANCE OF 98.50 FEET, TO A POINT;

COURSE No. 58: RUN THENCE SOUTH $24^{\circ}22'54''$ WEST, A DISTANCE OF 119.42 FEET, TO A POINT;

COURSE No. 59: RUN THENCE SOUTH $43^{\circ}03'00''$ WEST, A DISTANCE OF 84.42 FEET, TO A POINT;

COURSE No. 60: RUN THENCE SOUTH $10^{\circ}51'25''$ EAST, A DISTANCE OF 217.94 FEET, TO A POINT;

COURSE No. 61: RUN THENCE SOUTH $72^{\circ}23'36''$ EAST, A DISTANCE OF 147.07 FEET, TO A POINT;

COURSE No. 62: RUN THENCE SOUTH $65^{\circ}23'17''$ EAST, A DISTANCE OF 70.35 FEET, TO A POINT;

COURSE No. 63: RUN THENCE SOUTH $22^{\circ}18'50''$ EAST, A DISTANCE OF 112.70 FEET, TO A POINT;

COURSE No. 64: RUN THENCE SOUTH $40^{\circ}54'29''$ EAST, A DISTANCE OF 241.53 FEET, TO A POINT;

COURSE No. 65: RUN THENCE SOUTH $15^{\circ}51'48''$ EAST, A DISTANCE OF 152.32 FEET, TO A POINT;

COURSE No. 66: RUN THENCE SOUTH $11^{\circ}52'57''$ WEST, A DISTANCE OF 93.37 FEET, TO A POINT;

COURSE No. 67: RUN THENCE SOUTH $41^{\circ}21'03''$ EAST, A DISTANCE OF 296.62 FEET, TO A POINT;

COURSE No. 68: RUN THENCE SOUTH $87^{\circ}11'55''$ EAST, A DISTANCE OF 77.82 FEET, TO A POINT;

COURSE No. 69: RUN THENCE SOUTH $46^{\circ}52'16''$ EAST, A DISTANCE OF 61.04 FEET, TO A POINT;

COURSE No. 70: RUN THENCE SOUTH $57^{\circ}55'20''$ WEST, A DISTANCE OF 34.40 FEET, TO A POINT;

COURSE No. 71: RUN THENCE SOUTH $48^{\circ}36'29''$ WEST, A DISTANCE OF 37.67 FEET, TO A POINT;

COURSE No. 72: RUN THENCE SOUTH $19^{\circ}12'01''$ WEST, A DISTANCE OF 54.56 FEET, TO A POINT;

COURSE No. 73: RUN THENCE SOUTH $07^{\circ}26'35''$ WEST, A DISTANCE OF 31.27 FEET, TO A POINT;

COURSE No. 74: RUN THENCE SOUTH $64^{\circ}45'06''$ EAST, A DISTANCE OF 86.44 FEET, TO A POINT;

COURSE No. 75: RUN THENCE SOUTH $06^{\circ}40'34''$ WEST, A DISTANCE OF 157.21 FEET, TO A POINT;

COURSE No. 76: RUN THENCE NORTH $65^{\circ}36'31''$ EAST, A DISTANCE OF 31.60 FEET, TO A POINT;

COURSE No. 77: RUN THENCE SOUTH $72^{\circ}21'16''$ EAST, A DISTANCE OF 78.88 FEET, TO A POINT;

COURSE No. 78: RUN THENCE NORTH $68^{\circ}43'36''$ EAST, A DISTANCE OF 85.34 FEET, TO A POINT;

COURSE No. 79: RUN THENCE NORTH $70^{\circ}15'54''$ EAST, A DISTANCE OF 69.71 FEET, TO A POINT;

COURSE No. 80: RUN THENCE NORTH $80^{\circ}51'42''$ EAST, A DISTANCE OF 103.53 FEET, TO A POINT;

COURSE No. 81: RUN THENCE SOUTH $68^{\circ}04'08''$ EAST, A DISTANCE OF 85.72 FEET, TO A POINT;

COURSE No. 82: RUN THENCE SOUTH $11^{\circ}50'31''$ WEST, A DISTANCE OF 50.88 FEET, TO A POINT;

COURSE No. 83: RUN THENCE SOUTH $39^{\circ}05'40''$ WEST, A DISTANCE OF 56.96 FEET, TO A POINT;

COURSE No. 84: RUN THENCE SOUTH $08^{\circ}20'15''$ WEST, A DISTANCE OF 52.12 FEET, TO A POINT;

COURSE No. 85: RUN THENCE SOUTH $21^{\circ}57'27''$ EAST, A DISTANCE OF 60.60 FEET, TO A POINT;

COURSE No. 86: RUN THENCE SOUTH $28^{\circ}56'13''$ EAST, A DISTANCE OF 60.17 FEET, TO A POINT;

COURSE No. 87: RUN THENCE NORTH $74^{\circ}16'54''$ EAST, A DISTANCE OF 77.08 FEET, TO A POINT;

COURSE No. 88: RUN THENCE NORTH $30^{\circ}06'09''$ EAST, A DISTANCE OF 133.79 FEET, TO A POINT;

COURSE No. 89: RUN THENCE SOUTH $76^{\circ}17'10''$ EAST, A DISTANCE OF 78.08 FEET, TO A POINT;

COURSE No. 90: RUN THENCE SOUTH $27^{\circ}21'36''$ EAST, A DISTANCE OF 64.43 FEET, TO A POINT;

COURSE No. 91: RUN THENCE SOUTH $51^{\circ}09'04''$ EAST, A DISTANCE OF 80.47 FEET, TO A POINT;

COURSE No. 92: RUN THENCE SOUTH $65^{\circ}04'55''$ EAST, A DISTANCE OF 77.67 FEET, TO A POINT;

COURSE No. 93: RUN THENCE SOUTH $69^{\circ}55'43''$ EAST, A DISTANCE OF 80.58 FEET, TO A POINT;

COURSE No. 94: RUN THENCE SOUTH $48^{\circ}12'30''$ EAST, A DISTANCE OF 69.24 FEET, TO A POINT;

COURSE No. 95: RUN THENCE SOUTH $57^{\circ}06'39''$ EAST, A DISTANCE OF 101.06 FEET, TO A POINT;

COURSE No. 96: RUN THENCE SOUTH $51^{\circ}32'08''$ EAST, A DISTANCE OF 121.75 FEET, TO A POINT;

COURSE No. 97: RUN THENCE SOUTH $31^{\circ}35'22''$ EAST, A DISTANCE OF 96.89 FEET, TO A POINT;

COURSE No. 98: RUN THENCE NORTH $79^{\circ}48'02''$ 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 $01^{\circ}28'44''$ 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 $89^{\circ}16'00''$ 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 $01^{\circ}28'44''$ 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 $89^{\circ}16'00''$ WEST, A DISTANCE OF 100.00 FEET, TO A POINT; RUN THENCE SOUTH $34^{\circ}01'07''$ 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 $77^{\circ}16'51''$ WEST, A DISTANCE OF 27.29 FEET, TO A POINT;

COURSE No. 2 RUN THENCE SOUTH $12^{\circ}48'24''$ WEST, A DISTANCE OF 27.70 FEET, TO A POINT;

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

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

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

Exhibit “B”

The debt assessment lien is being placed on property described in the attached legal description. For notice purposes, listed below are the potentially applicable County Property Appraiser parcels, and property owners, developers/potential property owners, and developers that will be included on a mailing list related to debt assessments:

0098710000 – GREENBRIAR PROPERTY HOLDINGS LLC
0098730000 – GREENBRIAR PROPERTY HOLDINGS LLC
0098800000 – GREENBRIAR PROPERTY HOLDINGS LLC
0098900000 – GREENBRIAR PROPERTY HOLDINGS LLC
0098930000 – GREENBRIAR PROPERTY HOLDINGS LLC
0099100010 – GREENBRIAR PROPERTY HOLDINGS LLC
0099200012 – GREENBRIAR PROPERTY HOLDINGS LLC

GREENBRIAR PROPERTY HOLDINGS LLC
401 E LAS OLAS BLVD STE 1870
FORT LAUDERDALE, FL 33301-0000

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

4E

RESOLUTION 2026-04

A RESOLUTION DESIGNATING A NEW EQUIVALENT RESIDENTIAL UNIT FACTOR OF 0.533 FOR TOWNHOMES; ADOPTING AN AMENDED AND RESTATED MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Board of Supervisors of the Greenbriar Community Development District (the “**Board**”) previously determined to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the “**Improvements**”) described in the *Master Engineer’s Report* dated February 6, 2024, as amended and restated on October 8, 2025 (the “**Improvement Plan**”), attached hereto as **Exhibit A**; and

WHEREAS, to fund construction, installation, and/or acquisition of the Improvements, the Board adopted Resolution 2024-28 on February 6, 2024 (the “**Bond Resolution**”), authorizing the issuance, sale, and delivery of special assessment bonds, to be issued in one or more series as authorized under the Master Trust Indenture (the “**Master Indenture**”); and

WHEREAS, pursuant to the Bond Resolution and Resolution 2024-39 (adopted on September 12, 2024), the Board authorized issuance of its \$11,450,000 Greenbriar Community Development District Special Assessment Revenue Bonds, Series 2025 (the “**Series 2025 Bonds**”); and

WHEREAS, the Series 2025 Bonds are primarily payable from and secured by special assessments levied pursuant to Resolutions 2024-26 and 2024-27 (adopted on February 6, 2024), Resolution 2024-31 (adopted on March 12, 2024), and Resolution 2025-03 (adopted on January 22, 2025) on property specially benefited by construction, installation, and/or acquisition of the Improvements (the “**Series 2025 Assessments**”); and

WHEREAS, in connection with the issuance of the Series 2025 Bonds, the District adopted the *Master Special Assessment Methodology Report*, dated February 6, 2024 (“**Master Assessment Methodology**”) which identified specific Equivalent Residential Unit (“**ERU**”) factors for the product types then anticipated to be developed within the District; and

WHEREAS, the District Manager has been informed that a new product type consisting of townhomes is being platted and developed; and

WHEREAS, the District Manager has been informed of various changes to the development plan for the lands within the District; and

WHEREAS, due to the addition of the new product type and changes to the development plan, the District desires to adopt the *Amended and Restated Master Special Assessment Methodology Report*, dated October 8, 2025, attached hereto and incorporated herein by reference as **Exhibit B** (“**Amended and Restated Master Assessment Methodology**,” and together with the Master Assessment Methodology, the “**Assessment Methodology**”)

WHEREAS, the District is empowered by Chapter 190, *Florida Statutes*, the *Uniform Community Development District Act*, Chapter 170, *Florida Statutes*, *Supplemental and Alternative Method of Making Local Municipal Improvements*, and Chapter 197, *Florida Statutes, Tax Collections, Sales, and Liens*, to apportion and levy assessments; and

WHEREAS, the District has noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the ERU factor proposed to be applied to the townhomes and the proposed changes to the Assessment Methodology due to changes in the development plan.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190, and 197, *Florida Statutes*, including, without limitation, Section 170.08, *Florida Statutes*, and Resolutions 2024-26, 2024-27, 2024-31, 2025-01 and 2025-02.

SECTION 2. FINDINGS. The Board of Supervisors of the Greenbriar Community Development District hereby finds and determines as follows:

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

(b) The District is authorized under Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, and equip roadways and other water management and control facilities, recreation, utilities and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part, of the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170 and 190, *Florida Statutes*.

(d) It is necessary to the public health, safety, and welfare and in the best interests of the District that (i) the District continue to provide the Improvement Plan, the nature and location of which was initially described in Resolution 2024-31 and is shown in the

Improvement Plan attached thereto and the plans and specifications on file in the offices of the District Manager at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; and (ii) the costs of such Improvement Plan continue to be defrayed by the Series 2025 Assessments.

(e) The provision of said Improvement Plan continues to serve a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and its residents.

(f) By Resolution 2024-31, the Board initially determined to provide the Series 2025 Project and to defray the costs thereof by making special assessments on benefitted property and expressed an intention to issue Bonds to provide a portion of the funds needed for the Series 2025 Project prior to the collection of such special assessments. By Resolution 2026-01, the District declared its intention to identify an ERU factor of 0.533 for townhomes and to reallocate assessments consistent with the new development plan. Resolution 2026-01 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(g) As directed by Resolution 2026-01, said Resolution 2026-01 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(h) As directed by Resolution 2026-01, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(i) As required by Section 170.07, Florida Statutes, upon completion of the preliminary assessment roll, the Board adopted Resolution 2026-02 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to the propriety and advisability of identifying an ERU factor of 0.533 to townhomes; and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(j) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*, and on November 13, 2025, at the time and place specified in the resolution and notice referred to in paragraphs (i) and (j) above, the Board met as an Equalization Board, opened such public hearing and heard and considered all complaints and testimony as to the matters described in paragraph (j) above and concluded the public hearing. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(l) Having considered the estimated costs of the master infrastructure, financing costs, the benefits the lands affected by this reallocation will receive from the master infrastructure,

and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines:

- (i) The District has previously adopted, in accordance with Florida law, Resolutions 2024-26, 2024-27, 2024-31, 2025-01, and 2025-02 relating to the imposition of Series 2025 Assessments for master infrastructure improvements and the pledge of Series 2025 Assessments for the District's Series 2025 Bonds.
- (ii) The District's Financial Consultant has opined that an ERU factor of 0.533 for townhomes is a fair and equitable apportionment of benefit. It is in the best interests of the District, reasonable, proper, just, and right to assign an ERU factor of 0.533 to townhomes.

SECTION 3. DESIGNATION OF ERU FACTOR FOR TOWNHOMES. A new product type consisting of townhomes is hereby recognized. An ERU factor of 0.533 shall apply to townhomes developed within the District.

SECTION 4. ADOPTION OF AMENDED AND RESTATED MASTER ENGINEER'S REPORT. The Board hereby adopts the *Engineer's Report for the Greenbriar Community Development District* dated February 6, 2024, Amended and Restated October 8, 2025, and attached hereto as **Exhibit A**.

SECTION 5. ADOPTION OF AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY. The Board hereby adopts the *Amended and Restated Master Special Assessment Methodology Report*, dated October 8, 2025, and attached hereto as **Exhibit B**.

SECTION 6. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

[Remainder of page intentionally left blank]

PASSED AND ADOPTED this 13th day of November, 2025.

ATTEST:

**GREENBRIAR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair /Vice Chair, Board of Supervisors

Exhibit A: *Master Engineer's Report* dated February 6, 2024, as amended and restated on October 8, 2025

Exhibit B: *Amended and Restated Master Special Assessment Methodology Report*, dated October 8, 2025

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING RESOLUTION 2025-13; AUTHORIZING ISSUANCE OF COMPETITIVE SOLICITATIONS FOR IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PROGRAM; PROVIDING FOR AUTHORITY OF DISTRICT ENGINEER TO MAKE CERTAIN DEVIATIONS; 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.

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

WHEREAS, the Act authorizes the District to construct, install, acquire, operate and/or maintain systems and facilities for certain basic public infrastructure; and

WHEREAS, at this time, the District's Board of Supervisors ("Board") finds it is in the District's best interests to authorize the competitive solicitation of all components of the District's Capital Improvement Program dated February 6, 2024, as amended and supplemented from time to time ("CIP"), in accordance with state and federal law and the District's Rules of Procedure; and

WHEREAS, the Board believes it is beneficial to have subject matter experts initially evaluate the competitive solicitation responses and recommend approval or modification of change orders necessary to construct the District's CIP, and therefore desires to establish a Construction Evaluation Committee ("Committee"); and

WHEREAS, the Board desires to approve a form of Evaluation Criteria for requests for qualifications and authorize certain deviations by the Committee; and

WHEREAS, the Board desires to approve a form of Evaluation Criteria for requests for proposals and authorize certain deviations by the Committee; and

WHEREAS, the Board desires to appoint the initial members of the Committee and provide for their removal and replacement from time to time; and

WHEREAS, the Board further desires to provide for the general functions of the Committee.

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

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby authorizes the advertisement of all competitive solicitations for all components of the District's CIP in accordance with state and federal law and its Rules of Procedure. This expressly includes, but is not limited to, professional services, construction services, and purchases of goods necessary for implementation of the CIP. No further action by the Board is necessary to initiate and publish such competitive solicitations.

SECTION 3. The Evaluation Criteria attached hereto as **Exhibit A** are hereby approved for all requests for qualifications, unless modified by the Board by motion.

SECTION 4. The Evaluation Criteria attached hereto as **Exhibit B** are hereby approved for all requests for proposals. Prior to issuance of a request for proposals, the District Engineer shall have the power and discretion to deviate from the point allocations for any category by up to 25 points for an individual request for proposals, provided the total number of points possible shall remain at 100. Unless established by the Board for a particular request for proposal, the District Engineer shall establish the Preliminary Requirements considering the nature and costs of the work to be performed.

SECTION 5. The Committee is hereby established. The Committee shall consist of no more than three (3) members and no less than two (2) members. The initial members of the Committee are:

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

The Board shall have the power to remove and replace any and all Committee members by motion or resolution. At least two Committee members must be physically present to constitute a quorum. In the event only one Committee member can be physically present, an employee of the District Engineer may fill in as a substitute member for that specific meeting. The Committee and its members shall be subject to Florida's Sunshine Laws, including open meetings laws and public records laws.

SECTION 6. The duties of the Committee shall generally include:

1. Review responses to competitive solicitations and provide information and advice to the Board regarding the same.
2. Suggest an initial scoring of responses to competitive solicitations for information purposes only and for the Board's consideration; provided however, the Board shall be free to reject the scoring provided by the Evaluation Committee for any reason whatsoever and complete the Board's own scoring, or, alternatively, shall be free to approve by motion the scoring provided by the Evaluation Committee as the Board's own.
3. Review change orders and recommend approval or modification of the same to the Board.

SECTION 7. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 8. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of November, 2025.

ATTEST:

**GREENBRIAR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Evaluation Criteria for Requests for Qualifications

Exhibit B: Evaluation Criteria for Requests for Proposals

Exhibit A

Evaluation Criteria for Requests for Qualifications

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 8 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 2 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

Exhibit B

Evaluation Criteria for Requests for Proposals

1. PRELIMINARY REQUIREMENTS

(Pass / Fail)

An interested firm must (i) hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in the County in which the District is located and the State of Florida, (iii) Proposer will have constructed _____ (____) projects similar in quality and scope with a minimum of \$_____ in overall total volume construction cost within the last five (5) years; (iv) Proposer will have minimum bonding capacity of \$_____ from a surety company acceptable to the District.

2. PRICE

(60 Points Possible)

This category addresses overall pricing for the construction work, as well as consideration of unit prices and the overall reasonableness of the pricing. Points available for price will be allocated as follows:

45 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid. Points for all other Proposers will be calculated by dividing the dollar amount in the lowest cost proposal by the dollar amount in each Proposer's cost proposal and then multiplying that result by 45. The cost proposal evaluation for this point category will include any bid alternates recommended for implementation by the District Engineer.

15 Points are allocated for the reasonableness of unit prices and balance of bid.

3. PERSONNEL & EQUIPMENT

(10 Points Possible)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; experience of key management and assigned personnel performing projects in the County in which the District is located; present ability to staff, equip and manage the Project; proposed staffing levels; proposed equipment; capability of performing the work; geographic location; inventory of all equipment; etc.

4. EXPERIENCE/UNDERSTANDING SCOPE OF WORK **(10 Points Possible)**

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; etc., whether the Proposer demonstrates an understanding of the District's needs for the services

requested, whether the proposal provided all the information as requested by the District, whether the Proposer used the forms provided from the Project Manual in responding to the proposal, and whether the proposal as a whole appears to be feasible, in light of the scope of work.

5. SCHEDULE

(20 Points Possible)

This category addresses the timeliness of the construction schedule, as well as the Proposer's ability to credibly complete the Project within the Proposer's schedule. Points available for schedule will be allocated as follows:

10 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of CALENDAR days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule. Points for all other Proposers will be calculated by dividing the number of days in the most expedited construction schedule by the number of days in each Proposer's construction schedule and then multiplying that result by 10.

10 Points are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

100 Total Points Possible

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2026-06

A RESOLUTION OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") AMENDING RESOLUTION 2024-21 AND AUTHORIZING THE DISBURSEMENT OF FUNDS OF THE DISTRICT WITHOUT PRIOR APPROVAL OF THE DISTRICT'S BOARD OF SUPERVISORS ("BOARD"); SETTING CERTAIN MONETARY THRESHOLDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the 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; and

WHEREAS, the District previously adopted Resolution 2024-21, establishing a policy governing the disbursement of funds without prior approval by the Board; and

WHEREAS, the Board now desires to amend Resolution 2024-21 in order to provide for the authority of the District's Vice Chairman and increase the threshold for non-continuing expenses; and

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

SECTION 1. Except as otherwise provided herein, all of the provisions of Resolution 2024-21 continue in full force and effect.

SECTION 2. Section 1.B. of Resolution 2024-21 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. Non-Continuing Expenses. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required to provide for the health, safety, and welfare of the residents within the District; or 2) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding ~~\$10,000~~ \$25,000 with approval of the District Manager; and

2. Non-Continuing Expenses Not Exceeding ~~\$25,000~~ \$50,000 with approval of the District Manager and Chairman or Vice

Chairman of the Board of Supervisors, if in the judgment of the District Manager and Chairman or Vice Chairman such Non-Continuing Expense is required to be addressed before the next scheduled meeting of the Board of Supervisors.

SECTION 3. Section 2 of Resolution 2024-21 is hereby amended by inserting the language indicated in single underlined text (indicated textually in the same manner as the following example: underlined text) as set forth herein:

Board Consideration. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification. Copies of any disbursements made under the authority of this Resolution shall be included in the agenda package for the scheduled meeting or otherwise distributed to the Board at the meeting. Any expenditures under this Section 2 must be within the District's current fiscal year budget.

SECTION 4. 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 5. This Resolution shall take effect upon its passage and adoption by the Board.

Introduced, considered favorably, and adopted this 13th day of November, 2025.

ATTEST:

**GREENBRIAR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

7

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

7B

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

Pinewalk Active Adult Collector Road

EVALUATION CRITERIA MATRIX

Completed by: _____ Date: _____
Board Member's Signature

Printed Name of Board Member

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2026-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND
LOCATION FOR LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR
PUBLICATION, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

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

WHEREAS, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of St. Johns County Ordinance No. 2024-1 creating the District (the "Ordinance") is January 18, 2024; and

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

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

SECTION 1. In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 3rd day of November, 2026 at ____:_____.m., at the _____.

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

SECTION 3. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held on the 13th day of November, 2025. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

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SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of November, 2025.

ATTEST:

**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

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

Notice is hereby given to the public and all landowners within Greenbriar Community Development District (the "District") in St. Johns County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 3, 2026

TIME: ____:_____.m.

PLACE:

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, by emailing wrathellc@whhassociates.com or calling (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

District Manager

Run Date(s): _____ & _____

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

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

DATE OF LANDOWNERS' MEETING: **November 3, 2026**

TIME: ____:_____.m.

LOCATION: _____

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

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

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

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

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

LANDOWNER PROXY

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT ST. JOHNS COUNTY, FLORIDA LANDOWNERS' MEETING – November 3, 2026

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("Proxy Holder") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Greenbriar Community Development District to be held at ____:____.m., on November 3, 2026 at the _____, and at any adjournments thereof, according to the number of acres of unplatte land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

Printed Name of Legal Owner

Signature of Legal Owner

Date

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

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

Total Number of Authorized Votes: _____

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

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

OFFICIAL BALLOT

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
LANDOWNERS' MEETING – November 3, 2026**

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

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

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

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

or

Attach Proxy.

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

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
3.	_____	____
4.	_____	____
5.	_____	____

Date: _____ Signed: _____

Printed Name: _____

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

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

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

	General Fund	Debt Service Fund Series 2025	Capital Projects Fund Series 2025	Total Governmental Funds
ASSETS				
Cash	\$ 8,756	\$ -	\$ -	\$ 8,756
Investments				
Revenue	- -	322,362	- -	322,362
Reserve	- -	812,157	- -	812,157
Capitalized interest	- -	63	- -	63
Construction	- -	- -	5,994,149	5,994,149
Due from Landowner	26,937	- -	- -	26,937
Prepaid expense	5,565	- -	- -	5,565
Total assets	\$ 41,258	\$ 1,134,582	\$ 5,994,149	\$ 7,169,989
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 25,841	\$ - -	\$ - -	\$ 25,841
Contracts payable	- -	- -	2,152,674	2,152,674
Retainage payable	- -	- -	350,442	350,442
Due to Landowner	- -	18,991	360,601	379,592
Tax payable	122	- -	- -	122
Legal advertising advance	4,744	- -	- -	4,744
Landowner advance	6,000	- -	- -	6,000
Total liabilities	36,707	18,991	2,863,717	2,919,415
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	26,937	- -	- -	26,937
Total deferred inflows of resources	26,937	- -	- -	26,937
Fund balances:				
Restricted for:				
Debt service	- -	1,115,591	- -	1,115,591
Capital projects	- -	- -	3,130,432	3,130,432
Unassigned	(22,386)	- -	- -	(22,386)
Total fund balances	(22,386)	1,115,591	3,130,432	4,223,637
Total liabilities, deferred inflows of resources and fund balances	\$ 41,258	\$ 1,134,582	\$ 5,994,149	\$ 7,169,989

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 5,405	\$ 64,181	\$ 98,790	65%
Total revenues	<u>5,405</u>	<u>64,181</u>	<u>98,790</u>	65%
EXPENDITURES				
Professional & administrative				
Supervisor	-	861	-	N/A
Management/accounting/recording**	4,000	42,000	48,000	88%
Legal	3,277	30,668	25,000	123%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	166	1,500	2,000	75%
Trustee*	-	-	5,500	0%
Telephone	16	200	200	100%
Postage	49	480	500	96%
Printing & binding	42	500	500	100%
Legal advertising	-	441	1,750	25%
Meeting room rental	630	1,008	-	N/A
Annual special district fee	-	175	175	100%
Insurance	-	5,250	5,500	95%
Contingencies/bank charges	80	1,059	750	141%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	210	210	100%
Total expenditures	<u>8,260</u>	<u>86,032</u>	<u>98,790</u>	87%
Excess/(deficiency) of revenues over/(under) expenditures	(2,855)	(21,851)	-	
Fund balances - beginning	(19,531)	(535)	-	
Fund balances - ending	<u>\$ (22,386)</u>	<u>\$ (22,386)</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 SEPTEMBER 30, 2025**

	Current Month	Year To Date
REVENUES		
Assessment levy: off-roll	\$ -	\$ 790,167
Interest	4,050	27,187
Total revenues	<u>4,050</u>	<u>817,354</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	4,050	111,713
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	- -	1,262,539
Original issue discount	- -	(10,670)
Underwriter's discount	- -	(229,000)
Total other financing sources	<u>- -</u>	<u>1,022,869</u>
Net change in fund balances	4,050	1,134,582
Fund balances - beginning	1,111,541	(18,991)
Fund balances - ending	<u>\$ 1,115,591</u>	<u>\$ 1,115,591</u>

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

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Landowner contribution	\$ -	\$ 1,445,145
Interest	27,314	234,045
Total revenues	27,314	1,679,190
EXPENDITURES		
Capital outlay	2,286,666	8,383,757
Total expenditures	2,286,666	8,383,757
Excess/(deficiency) of revenues over/(under) expenditures	(2,259,352)	(6,704,567)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	- -	10,187,460
Total other financing sources/(uses)	- -	10,187,460
Net change in fund balances	(2,259,352)	3,482,893
Fund balances - beginning	5,389,784	(352,461)
Fund balances - ending	\$ 3,130,432	\$ 3,130,432

**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 October 9, 2025 at 2:00 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
Felix Rodriguez	Wrathell, Hunt and Associates, LLC
Michael Eckert	District Counsel
Jason Gonzalez (via telephone)	Bond Counsel
Bob Gang (via telephone)	Bond Counsel
Peter Ma	District Engineer
Dave D'Ambrosio (via telephone)	Development Team
Anna Ryan	Member of the Public
Richard Ryan	Member of the Public

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. Torres called the meeting to order at 2:03 p.m.

Supervisors Kramer, Noah Breakstone and Joshua Breakstone were present. Supervisors Fertel and Benyowitz were absent.

SECOND ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

THIRD ORDER OF BUSINESS **Consent Agenda**

A. Ratification/Consideration of Requisitions (Series 2025)

40	I.	Number 34	C.W. Matthews Contracting Co.	[\$1,188,593.76]
41	II.	Number 35	Kutak Rock, LLP	[\$5,812.00]
42	III.	Number 36	AT&T CWO	[\$500.00]
43	IV.	Number 37	Vallencourt Construction Co., Inc.	[\$696,149.45]
44	V.	Number 38	ETM	[\$24,277.50]

45 **On MOTION by Mr. Kramer and seconded by Mr. Noah Breakstone, with all in
46 favor, the Consent Agenda items, as listed, were approved and/or ratified.**

47

48 **FOURTH ORDER OF BUSINESS** **Presentation of Amended and Restated
49 Engineer's Report**

50
51 Mr. Torres stated the next few items are related to the Boundary Amendment that is
52 underway, and necessitated modifications to the Engineer's and Methodology Reports. Mr.
53 Eckert stated there is potentially a new product type and a new total number of units, the CDD
54 lost 16 units since the Master Engineer's Report was written and there was a change in the square
55 footage of one unit type in the active adult community.

56 Mr. Ma presented the Amended and Restated Engineer's Report dated October 8, 2025.
57 He called attention to Table 1, on Page 2, and stated everything that is underlined was changed.
58 In the 18 months since the Master Engineer's Report, the design permitting process occurred and
59 the total number of units were reduced across the product types and the exact lot count and lot
60 types were fine tuned. The product types and total units were all basically consolidated and
61 reinstated.

62 Mr. Eckert stated that this Report will be approved when the related Resolution is
63 adopted later in the meeting. A public hearing will be held in the future to confirm the changes.
64

65 **FIFTH ORDER OF BUSINESS** **Presentation of Amended and Restated
66 Master Special Assessment Methodology
67 Report**

68
69 Mr. Torres presented the Amended and Restated Master Special Assessment
70 Methodology Report dated October 8, 2025. The Master Methodology was previously approved

71 on February 6, 2024. This current Report was prepared to compliment the ongoing effort of the
72 District with regard to the anticipated Boundary Amendment. He noted the following:

73 ➤ The District anticipates seeking a Boundary Amendment which would remove 56.57 acres
74 from its boundaries, resulting in total acres of 1,247.97 acres.

75 ➤ The current development plan, including the anticipated boundary amendment, envisions
76 1,970 single-family residential units and 91 townhome residential units for a total of 2,061
77 residential dwelling units.

78 ➤ The Capital Improvement Plan (CIP) cost is estimated to be \$239,179,000.

79 ➤ The anticipated boundary amendment would remove 108 single-family residential units,
80 reducing the total number of residential dwelling units to 1,953 residential dwelling units.

81 ➤ The proposed financing plan provides for the issuance of bonds in the approximate
82 principal amount of \$327,805,000 to finance approximately \$239,179,000 in CIP costs.

83 Asked if the new unit count takes into account the boundary adjustment, Mr. Torres
84 replied affirmatively.

85

86 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-01,
Declaring a New Equivalent Residential Unit
Factor of 0.533 for Townhomes and
Reallocating Master Special Assessments;
Indicating the Location, Nature and
Estimated Cost of Those Infrastructure
Improvements Whose Cost is to Be
Defrayed by the Special Assessments;
Providing the Portion of the Estimated Cost
of the Improvements to be Defrayed by the
Special Assessments; Providing the Manner
in Which Such Special Assessments Shall Be
Made; Providing When Such Special
Assessments Shall Be Made; Designating
Lands Upon Which the Special Assessments
Shall Be Levied and Reallocated; Providing
for an Assessment Plat; Adopting a
Preliminary Assessment Roll; Providing for
Publication of this Resolution**

106 Mr. Eckert presented Resolution 2026-01 and read the title.

107
108 **On MOTION by Mr. Noah Breakstone and seconded by Mr. Kramer, with all in**
109 **favor, Resolution 2026-01, Declaring a New Equivalent Residential Unit Factor of**
110 **0.533 for Townhomes and Reallocating Master Special Assessments; Indicating**
111 **the Location, Nature and Estimated Cost of Those Infrastructure Improvements**
112 **Whose Cost is to Be Defrayed by the Special Assessments; Providing the Portion**
113 **of the Estimated Cost of the Improvements to be Defrayed by the Special**
114 **Assessments; Providing the Manner in Which Such Special Assessments Shall Be**
115 **Made; Providing When Such Special Assessments Shall Be Made; Designating**
116 **Lands Upon Which the Special Assessments Shall Be Levied and Reallocated;**
117 **Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll;**
118 **Providing for Publication of this Resolution, was adopted.**

119
120 **SEVENTH ORDER OF BUSINESS**

121 **Consideration of Resolution 2026-02,**
122 **Setting a Public Hearing for the Purpose of**
123 **Hearing Public Comment on Designating a**
124 **New Equivalent Residential Unit Factor of**
125 **0.533 for Townhomes Within the Area**
126 **Generally Described as the Greenbriar**
127 **Community Development District in**
128 **Accordance with Chapters 170, 190 and**
129 **197, Florida Statutes**

130 Mr. Torres presented the Resolution 2026-02.

131 **On MOTION by Mr. Joshua Breakstone and seconded by Mr. Kramer, with all in**
132 **favor, Resolution 2026-02, Setting a Public Hearing for November 13, 2025 at**
133 **2:00 p.m., at the St. Johns County Airport Authority, 4730 Casa Cola Way, St.**
134 **Augustine, Florida 32095, for the Purpose of Hearing Public Comment on**
135 **Designating a New Equivalent Residential Unit Factor of 0.533 for Townhomes**
136 **Within the Area Generally Described as the Greenbriar Community**
137 **Development District in Accordance with Chapters 170, 190 and 197, Florida**
138 **Statutes, was adopted.**

139
140
141 **EIGHTH ORDER OF BUSINESS**

142 **Presentation of Supplemental Engineer's**
143 **Report No. 2 (Phase 2 Project)**

144 Mr. Torres stated this is related to the Series 2025 bond issuance.

145 Mr. Ma presented the Supplemental Engineer's Report No. 2 for the Phase 2 Project dated
146 October 8, 2025. The Report outlines Phase 2 of the Development Plan, which includes the Active

147 Adult parcel, Pulte Generational parcel and the future neighborhood. The total estimated CIP
148 cost for the Phase 2 Project is \$28,376,100.

149 **On MOTION by Mr. Noah Breakstone and seconded by Mr. Kramer, with all in**
150 **favor, the Supplemental Engineer's Report No. 2 for the Phase 2 Project, in**
151 **substantial form, was approved.**

152
153

154 **NINTH ORDER OF BUSINESS**

**Presentation of Second Supplemental
Special Assessment Methodology Report**

157 Mr. Torres presented the Preliminary Second Supplemental Special Assessment
158 Methodology Report dated October 8, 2025. The Master Report was approved previously on
159 February 6, 2024. This report is for Assessment Area Two (AA2). He noted the following:

160 ➤ The District anticipates seeking a boundary amendment of 56.57 acres. The District will
161 then include 1,247 acres, for a total of 1,953 residential units.
162 ➤ The total CIP cost of the Phase 2 Project is \$28,376,100.
163 ➤ The District intends to issue Series 2025 special assessment bonds for Assessment Area
164 Two in the estimated principal amount of \$27,780,000 to fund an estimated \$24,871,900 in Phase
165 2 Project costs, with the balance of the Phase 2 Project costs anticipated to be contributed by the
166 Developer and/or financed by future bonds.

167 **On MOTION by Mr. Kramer and seconded by Mr. Joshua Breakstone, with all in**
168 **favor, the Preliminary Second Supplemental Special Assessment Methodology**
169 **Report, in substantial form, was approved.**

170
171

172 **TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-03,
Authorizing the Issuance of its Greenbriar
Community Development District Special
Assessment Revenue Bonds, Series 2025
(Assessment Area One) (the "Series 2025
Bonds"); Determining Certain Details of the
Series 2025 Bonds and Establishing Certain
Parameters for the Sale Thereof; Approving
the Form of and Authorizing the Execution
and Delivery of a First Supplemental Trust
Indenture; Authorizing the Negotiated Sale
of the Series 2025 Bonds; Approving the**

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**Form of and Authorizing the Execution and
Delivery of a Bond Purchase Contract with
Respect To The Series 2025 Bonds and
Awarding the Series 2025 Bonds to the
Underwriter Named Therein; Approving the
Form of and Authorizing the Distribution of
a Preliminary Limited Offering
Memorandum Relating to the Series 2025
Bonds and Its Use by the Underwriter in
Connection With the Offering for Sale of the
Series 2025 Bonds; Approving the Execution
and Delivery of a Final Limited Offering
Memorandum Relating to the Series 2025
Bonds; Approving the Form of and
Authorizing the Execution and Delivery of a
Continuing Disclosure Agreement;
Providing for the Application of the Series
2025 Bond Proceeds; Authorizing the
Proper Officials to Do All Things Deemed
Necessary in Connection with the Issuance,
Sale and Delivery of the Series 2025 Bonds;
Making Certain Declarations; Providing an
Effective Date and for Other Purposes**

208 Mr. Torres presented the Resolution 2026-03, which is a supplemental resolution that
209 was contemplated after the passing of the original resolution in February 2024. This Resolution
210 accomplishes the following:

211 ➤ Contains the exhibits and/or documents necessary to sell the series of the bonds to
212 finance the cost of the public infrastructure for the AA2 Project.
213 ➤ Approves the form of the First Supplemental Trust Indenture, the Bond Purchase
214 Contract, the Preliminary Limited Offering Memorandum and the Continuing Disclosure
215 Agreement.

216 Mr. Torres reviewed Sections 4 and 5 of the Resolution regarding the Negotiated Sale
217 and Parameters of the bonds.

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**On MOTION by Mr. Noah Breakstone and seconded by Mr. Kramer, with all in
favor, Resolution 2026-03, Authorizing the Issuance of its Greenbriar Community
Development District Special Assessment Revenue Bonds, Series 2025
(Assessment Area One) (the "Series 2025 Bonds"); Determining Certain Details
of the Series 2025 Bonds and Establishing Certain Parameters for the Sale**

223 Thereof; Approving the Form of and Authorizing the Execution and Delivery of a
224 First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the
225 Series 2025 Bonds; Approving the Form of and Authorizing the Execution and
226 Delivery of a Bond Purchase Contract with Respect To The Series 2025 Bonds and
227 Awarding the Series 2025 Bonds to the Underwriter Named Therein; Approving
228 the Form of and Authorizing the Distribution of a Preliminary Limited Offering
229 Memorandum Relating to the Series 2025 Bonds and Its Use by the Underwriter
230 in Connection With the Offering for Sale of the Series 2025 Bonds; Approving the
231 Execution and Delivery of a Final Limited Offering Memorandum Relating to the
232 Series 2025 Bonds; Approving the Form of and Authorizing the Execution and
233 Delivery of a Continuing Disclosure Agreement; Providing for the Application of
234 the Series 2025 Bond Proceeds; Authorizing the Proper Officials to Do All Things
235 Deemed Necessary in Connection with the Issuance, Sale and Delivery of the
236 Series 2025 Bonds; Making Certain Declarations; Providing an Effective Date and
237 for Other Purposes, was adopted.

238

239

ELEVENTH ORDER OF BUSINESS

Consideration of Ancillary Documents

- 242 A. Acquisition Agreement
- 243 B. Acquisition Agreement
- 244 C. Completion Agreement
- 245 D. True-Up Agreement

On MOTION by Mr. Noah Breakstone and seconded by Mr. Kramer, the Ancillary Documents, including the Acquisition Agreement, Acquisition Agreement, Completion Agreement, and True-Up Agreement, were approved.

249

250

TWELFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of August 31, 2025

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

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258

THIRTEENTH ORDER OF BUSINESS

Approval of August 14, 2025 Public Hearing and Regular Meeting Minutes

261
262 Mr. Eckert stated Staff submitted minor edits to Management and asked for Board
263 approval subject to the incorporation of the changes; they were nothing material.

264 On MOTION by Mr. Noah Breakstone and seconded by Mr. Kramer, with all in
265 favor, the August 14, 2025 Public Hearing and Regular Meeting Minutes, as
266 amended to incorporate District Counsel's edits submitted to Management,
267 were approved.

268

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270 **FOURTEENTH ORDER OF BUSINESS** **Staff Reports**

271

272 A. District Counsel: Kutak Rock LLP

273 Mr. Eckert stated definitive guidance about Florida's open carry gun laws will be provided
274 soon. It is being reviewed to determine what it means for open carry on CDD property. Currently,
275 openly carrying or bringing concealed weapons to any government meeting is prohibited.

276 B. District Engineer: England-Thims & Miller

277 Mr. Ma stated the Request for Proposals (RFP) for the active adult community was
278 advertised. Four or five contractors requested the package. The responses will be presented at
279 the November 13, 2025 meeting. Work on a landscape and signage RFP is underway and
280 responses will be presented in January 2026.

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

282 Mr. Torres stated he is tracking construction for the AA2 Project. Consideration of the
283 bids the District Engineer mentioned and the public hearing to consider the ERUs for the
284 townhomes will be on the next agenda.

- **NEXT MEETING DATE: November 13, 2025 at 3:00 PM**

286 ○ QUORUM CHECK

287

288 FIFTEENTH ORDER OF BUSINESS **Board Members' Comments/Requests**

289

290 There were no Board Members' comments or requests.

291

292 SIXTEENTH ORDER OF BUSINESS Public Comments

293

294 Resident Anna Ryan commented that the CDD meetings are very efficient. She asked if
295 there were any updates regarding the builders and construction. Mr. Eckert stated a Board
296 Member or Staff could provide an update after the meeting as that is not CDD business.

297

298 **SEVENTEENTH ORDER OF BUSINESS** **Adjournment**

299

300 **On MOTION by Mr. Noah Breakstone and seconded by Mr. Kramer, with all in**
301 **favor, the meeting adjourned at 2:31 p.m.**

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307 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

308
309
310
311

Secretary/Assistant Secretary

Chair/Vice Chair

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine, Florida 32095
¹TBD

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2025	Regular Meeting	2:00 PM 3:00 PM
November 13, 2025	Public Hearing and Regular Meeting <i>Designation of New ERU Factor for Townhomes</i>	3:00 PM
December 11, 2025	Regular Meeting	3:00 PM
January 8, 2026	Regular Meeting	3:00 PM
February 12, 2026	Regular Meeting	3:00 PM
March 12, 2026 ¹	Regular Meeting	3:00 PM
April 9, 2026	Regular Meeting	3:00 PM
May 14, 2026	Regular Meeting	3:00 PM
June 11, 2026	Regular Meeting	3:00 PM
July 9, 2026	Regular Meeting	3:00 PM
August 13, 2026	Regular Meeting	3:00 PM
September 10, 2026	Regular Meeting	3:00 PM