

# **GREENBRIAR**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**March 12, 2026**

**BOARD OF SUPERVISORS  
REGULAR MEETING AND  
AUDIT COMMITTEE  
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/>

March 5, 2026

Board of Supervisors  
Greenbriar Community Development District

Dear Board Members:

The Board of Supervisors of the Greenbriar Community Development District will hold a Regular Meeting and an Audit Committee Meeting on March 12, 2026 at 3:00 p.m., at the St. Johns County Airport Authority, 4920 U.S. Hwy 1, St. Augustine, Florida 32095 [Old Terminal]. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Vallencourt Construction Company, Inc. Change Order No. 01 [Pinewalk Ph. 1 Collector Road]
4. Consideration of England-Thims & Miller, Inc. Work Authorization Number 5 [Pinewalk Active Adult – Collector Road]
5. Review of Proposals for Pinewalk Hardscape
  - A. Respondents
    - I. Carlton Construction
    - II. The Rogers Group
  - B. Ranking/Evaluation
  - C. Authorization to Negotiate and Finalize Contract(s)
6. Recess Regular Meeting/Commencement of Audit Selection Committee Meeting
7. Review of Responses to Request for Proposals (RFP) for Annual Audit Services
  - A. Affidavit of Publication
  - B. RFP Package
  - C. Respondent(s)

**ATTENDEES:**

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

**Note: Meeting Location**

- I. DiBartolomeo, McBee, Hartley & Barnes, P.A.
  - II. Grau & Associates
  - III. McIntosh CPA
  - D. Auditor Evaluation Matrix/Ranking
8. Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting
  9. Consider Recommendation of Audit Selection Committee
    - Award of Contract
  10. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
    - A. October 1, 2024 - September 30, 2025 [Posted]
    - B. October 1, 2025 - September 30, 2026
  11. Presentation of Supplemental Engineer's Report No. 2 [Phase 2 Project]
  12. Presentation of Second Supplemental Special Assessment Methodology Report
  13. Consideration of Resolution 2026-08, [Supplemental Assessment Resolution]
  14. Ratification Items
    - A. Partial Release of Lien
    - B. Acceptance of the Special Warranty Deed [Pinewalk Collector Road]
    - C. A.J. Johns, Inc. Construction Agreement [Pinewalk Active Adult Collector Road Work]
    - D. Notice of Boundary Amendment
  15. Acceptance of Unaudited Financial Statements as of January 31, 2026
  16. Approval of Minutes
    - A. November 12, 2025 Evaluation Committee Meeting
    - B. November 13, 2025 Public Hearing and Regular Meeting
  17. 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: April 9, 2026 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

- 18. Board Members' Comments/Requests
- 19. Public Comments
- 20. Adjournment

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

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Marcus McNarnay, President  
Mike Vallencourt Sr., Chairman



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

# Pinewalk Ph. 1 Collector Road Change Order 01



Marcus McInarnay, President  
Mike Vallencourt Sr., Chairman



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

<b>To:</b> Greenbriar Community Development District	<b>Contact:</b>
<b>Address:</b> Jacksonville, FL 32259	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Pinewalk Phase 1 Collector Road - Change Order 01	<b>Bid Number:</b>
<b>Project Location:</b> Greenbriar Rd., Jacksonville, FL	<b>Bid Date:</b> 2/24/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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**Access Road**

1406	4" Crushed Concrete Base - Emergency Access Rd.	30.00	LOAD	\$997.79	\$29,933.70
700	Signage And Lighting	1.00	LS	\$3,429.30	\$3,429.30
<b>Total Price for above Access Road Items:</b>					<b>\$33,363.00</b>

**Force Main Revision**

903	Addtl. Clearing For Easement Rev	1.00	LS	\$5,511.01	\$5,511.01
6013	10" PVC DR 18 Force Main	60.00	LF	\$58.48	\$3,508.80
6022	10" Joint Restraints	3.00	EACH	\$382.35	\$1,147.05
6075	10" Gate Valve	3.00	EACH	\$4,519.46	\$13,558.38
6078	4" Gate Valve	1.00	EACH	\$1,656.34	\$1,656.34
6080	Valve Box Installation	4.00	EACH	\$252.87	\$1,011.48
6096	10 x 10" Tee	1.00	EACH	\$2,359.96	\$2,359.96
6099	10 x 4" Tee	1.00	EACH	\$2,026.66	\$2,026.66
6118	10" 45 Bend	4.00	EACH	\$1,654.11	\$6,616.44
6124	10" 22.5 Bend	3.00	EACH	\$1,652.80	\$4,958.40
6130	10" 11.25 Bend	4.00	EACH	\$1,651.49	\$6,605.96
6153	10" Cap	1.00	EACH	\$1,029.51	\$1,029.51
6156	4" Cap	1.00	EACH	\$402.55	\$402.55
6183	Punch Out Force Main	60.00	LF	\$2.64	\$158.40
6185	Locate Wire Test for Force Main	60.00	LF	\$0.61	\$36.60
6186	Pressure Test for Force Main	60.00	LF	\$2.94	\$176.40
<b>Total Price for above Force Main Revision Items:</b>					<b>\$50,763.94</b>

**UCD**

400	Surveying	1.00	LS	\$5,731.00	\$5,731.00
201	Payment & Performance Bonds	1.00	LS	\$6,129.00	\$6,129.00
10000	Primary Electric - Adkins	1.00	LS	\$606,085.00	\$606,085.00
<b>Total Price for above UCD Items:</b>					<b>\$617,945.00</b>

**Base Bid Price Subtotal:** \$702,071.94

**Total Bid Price:** \$702,071.94

**Payment Terms:**

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Vallencourt Construction Company, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Spence Nagy (904) 291-9330 spence@vallencourt.com</p>
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# **GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**EXHIBIT B**  
**FORM OF WORK AUTHORIZATION**

WORK AUTHORIZATION NUMBER 5

February 23, 2026

Greenbriar Community Development District

Subject: Work Authorization 5

Greenbriar Community Development District

Dear Chair, Governing Board:

England-Thims & Miller, Inc. ("Professional") is pleased to submit this work authorization to provide Construction Engineering & Inspection ("CEI") services for the Greenbriar Community Development District ("District"). We will provide these services pursuant to our current agreement dated December 31, 2024 ("Agreement") as follows:

**I. Scope of Work**

District will engage the services of Professional to perform those services as necessary for the Pinewalk Active Adult – Collector road as well as attendance at meetings of the District’s Board as requested by the District.

**II. Fees**

District will compensate Professional, pursuant as described in Exhibit 1 of this Work Authorization in accordance with the terms of the Agreement. The District will reimburse Professional all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

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

Thank you for considering our firm. We look forward to working with you.

APPROVED AND ACCEPTED

By: \_\_\_\_\_

Authorized Representative of District

Date: \_\_\_\_\_

Sincerely,  
England-Thims & Miller, Inc.

\_\_\_\_\_

By:

Its: \_\_\_\_\_

**Exhibit 1**

**Scope of Work & Fee**

The scope of construction is based upon a review of the Pinewalk Active Adult – Collector Road site plan dated 1/16/2026. The project involves constructing Jacksonville Electric Authority(JEA) and St. Johns County, work which includes:

Approximately 2200' of 16' water main and 2200' of 16" reclaim main. Approximately 2200" of 2 lane divided and undivided roadway, 2200' of 12' Multiuse path and 2200' of 5' sidewalk. 5 SWMF, storm drain and 91 structures.

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

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

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

**Lump Sum Fee.....\$147,420.00**

**TASK 2: Limited Contract Administration and Close Out Certification**

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

This task included the following:

- Pre-construction Meetings.
- Shop Drawing Review
- As-built Review
- Regulatory Agency Required Inspections
- Post design resolution
- Certification of JEA for Water and Reuse Water
- Certification of SJRWMD for Stormwater
- JEA Acceptance Package for Water and Reuse Water
- St. Johns County Acceptance Package
- Expedited close out with one of our close out specialist

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

**TASK 3: Direct Owner Purchases - CDD support**

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

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

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

**TASK SUMMARY**

<b>Task</b>	<b>Description</b>	<b>Lump Sum</b>	<b>Hourly Fee</b>
<b>1</b>	Limited Development Consulting Services	\$147,420.00	
<b>2</b>	Limited Contract Administration		\$36,000.00
<b>3</b>	Direct Owner Purchases		\$18,000.00
	<b>Sub-Total Fee Summary</b>	<b>\$147,420.00</b>	<b>\$54,000.00</b>
<b>Total Fee</b>		<b>\$201,420.00</b>	

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

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

**ITEMS NOT INCLUDED**

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

Should any of the above 'not included' services be needed or if an extension of services is needed beyond the original 12-month (365 calendar days) duration, ETM can provide these services on an hourly basis.

# **GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

# **GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**5B**

## EVALUATION CRITERIA

### GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR PINEWALK HARDSCAPE

#### 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 three (3) projects similar in quality and scope with a minimum of \$10,000,000 in overall total volume construction cost within the last five (5) years; (iv) Proposer will have minimum bonding capacity of \$20,000,000 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**

**REQUEST FOR PROPOSALS  
PINEWALK HARDSCAPE**

**EVALUATION CRITERIA MATRIX**

<b>PROPOSER</b>	<b>PRELIMINARY REQUIREMENTS</b>	<b>UNIT PRICES</b>	<b>PRICE REASONABLENESS</b>	<b>PERSONNEL &amp; EQUIPMENT</b>	<b>EXPERIENCE / UNDERSTANDING SCOPE OF WORK</b>	<b>TIMELINESS OF SCHEDULE</b>	<b>PROJECT COMPLETION CREDIBILITY</b>	<b>TOTAL POINTS</b>
	<b>PASS/FAIL</b>	<b>45 POINTS</b>	<b>15 POINTS</b>	<b>10 POINTS</b>	<b>10 POINTS</b>	<b>10 POINTS</b>	<b>10 POINTS</b>	<b>100 POINTS</b>
<b>Carlton Construction</b>								
<b>The Rogers Group</b>								

**NOTES**

Completed by: \_\_\_\_\_  
Board Member's Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Board Member

# **GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

# **GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**7A**

**AFFIDAVIT OF PUBLICATION**

Daphne Gillyard  
Greenbriar Community Development District  
2300 Glades RD  
Suite 410W  
Boca Raton FL 33431-7386

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 Govt Bids & Proposals, 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 02/06/2026  
SAG staugustine.com 02/06/2026

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 02/06/2026

M Jacobs  
Legal Clerk

M M M M M  
Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost: \$89.04  
Tax Amount: \$0.00  
Payment Cost: \$89.04  
Order No: 12060035 # of Copies:  
Customer No: 1344018 1  
PO #: RFP Annual audit Srv

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

**GREENBRIAR COMMUNITY  
DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
ANNUAL AUDIT SERVICES**

The Greenbriar Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2025, with an option for additional optional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in St. Johns County, Florida, and has an annual operating budget of approximately \$103,740. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2025, be completed no later than April 15, 2026.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic and one (1) unbound copy of their proposal to the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 in an envelope marked on the outside "Auditing Services, Greenbriar Community Development District." Proposals must be received by 12:00 p.m. on February 13, 2026, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

Ernesto Torres  
District Manager  
Pub: 02/06/2026 #12060035

MARIAH VERHAGEN  
Notary Public  
State of Wisconsin

# **GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**7B**

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

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Ernesto Torres  
District Manager

**Greenbriar Community Development District**

**Request for Proposals**

**District Auditing Services for Fiscal Year 2025**

St. Johns County, Florida

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than **February 13, 2026**, at 12:00 p.m., at the offices of District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit one (1) electronic and one (1) unbound copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Greenbriar Community Development District" on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet, and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the

District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT  
AUDITOR SELECTION  
EVALUATION CRITERIA**

**1. Ability of Personnel. (20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

**2. Proposer's Experience. (20 Points)**

(E.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

**3. Understanding of Scope of Work. (20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services. (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

**5. Price. (20 Points)\*\*\***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

**Total (100 Points)**

\*\*\*Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

# **GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**7C**

**GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**7CI**

# **Greenbriar Community Development District**

<b>Proposer</b>
-----------------

**DiBartolomeo, McBee, Hartley & Barnes, P.A.  
Certified Public Accountants**

**2222 Colonial Road, Suite 201  
Fort Pierce, Florida 34950  
(772) 461-8833**

**591 SE Port St. Lucie Boulevard  
Port Saint Lucie, Florida 34984  
(772) 878-1952**

**Contact:**

**Jim Hartley, CPA  
Principal**

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Greenbriar  
Community Development District  
Audit Selection Committee

Dear Committee Members:

We are pleased to have this opportunity to present the qualifications of DiBartolomeo, McBee, Hartley & Barnes, P.A. (DMHB) to serve as Greenbriar Community Development District independent auditors. The audit is a significant engagement demanding various professional resources, governmental knowledge and expertise, and, most importantly, experience serving Florida local governments. DMHB understands the services required and is committed to performing these services within the required time frame. We have the staff available to complete this engagement in a timely fashion. We audit several entities across the State making it feasible to schedule and provide services at the required locations.

***Proven Track Record***— Our clients know our people and the quality of our work. We have always been responsive, met deadlines, and been willing to go the extra mile with the objective of providing significant value to mitigate the cost of the audit. This proven track record of successfully working together to serve governmental clients will enhance the quality of services we provide.

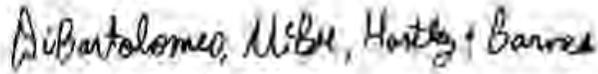
***Experience***—DMHB has a history of providing quality professional services to an impressive list of public sector clients in Florida. We currently serve a large number of public sector entities in Florida, including cities, villages, special districts, as well as a large number of community development districts. Our firm has performed in excess of 100 community development district audits. In addition, our senior management team members have between 25 and 35 years experience in serving Florida governments. DMHB is a recognized leader in providing services to governmental and non-profit agencies within the State of Florida. Through our experience in performing audits, we have been able to increase our audit efficiency and therefore reduce cost. We have continually passed this cost saving on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with audit standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up to date on all changes that are occurring within the industry.

***Timeliness*** – In order to meet the Districts needs, we will perform interim internal control testing by January 31<sup>st</sup> from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1<sup>st</sup>. We will also review all minutes and subsequent needs related to the review of the minutes by January 31st. Follow up review will be completed as necessary.

***Communication and Knowledge Sharing***— Another driving force behind our service approach is frequent, candid and open communication with management with no surprises. During the course of the audit, we will communicate with management on a regular basis to provide you with a status report on the audit and to discuss any issues that arise, potential management letter comments, or potential audit differences.

In the accompanying proposal, you will find additional information upon which you can evaluate DMHB's qualifications. Our full team is in place and waiting to serve you. Please contact us at 2222 Colonial Road, Suite 200 Fort Pierce, FL 34950. Our phone number is (772) 461-8833. We look forward to further discussion on how our team can work together with you.

Very truly yours,



DiBartolomeo, McBee, Hartley & Barnes, P.A.

## PROFESSIONAL QUALIFICATIONS

DiBartolomeo, McBee, Hartley & Barnes, P.A. is a local public accounting firm with offices in the cities of Fort Pierce and Port St. Lucie. The firm was formed in 1982.

### ➤ *Professional Staff Resources*

Our services will be delivered through personnel in both our Port St. Lucie and Ft. Pierce offices, located at 591 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984 and 2222 Colonial Road, Suite 200, Fort Pierce, Florida 34950, respectively. DMHB has a total of 19 professional staff including 9 with extensive experience serving governmental entities.

<b>Professional Staff Classification</b>	<b>Number of Professionals</b>
Partner	4
Managers	2
Senior	2
Staff	11
	19

DiBartolomeo, McBee, Hartley & Barnes provides a variety of accounting, auditing, tax litigation support, estate planning, and consulting services. Some of the governmental, non-profit accounting, auditing and advisory services currently provided to clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under the OMB A-133 audit criteria
- Issuance of Comfort Letters, consent letters, and parity certificates in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews
- Assisting in compiling historical financial data for first-time and subsequent submissions for the GFOA Certificate of Achievement for Excellence in Financial Reporting

## PROFESSIONAL QUALIFICATIONS (CONTINUED)

### ➤ *Professional Staff Resources (Continued)*

- Audits of franchise fees received from outside franchisees
- Preparation of annual reports to the State Department of Banking and Finance
- Audits of Internal Controls – Governmental Special Project
- Assistance with Implementation of current GASB pronouncements

### ➤ *Current and Near Future Workload*

In order to better serve and provide timely and informative financial data, we have comprised an experienced audit team. Our present and future workloads will permit the proposed audit team to perform these audits within the time schedule required and meet all deadlines.

### ➤ *Identification of Audit Team*

The team is composed of people who are experienced, professional, and creative. They fully understand your business and will provide you with reliable opinions. In addition, they will make a point to maintain ongoing dialogue with each other and management about the status of our services.

The auditing firm you select is only as good as the people who serve you. We are extremely proud of the outstanding team we have assembled for your engagement. Our team brings many years of relevant experience coupled with the technical skill, knowledge, authority, dedication, and most of all, the commitment you need to meet your government reporting obligations and the challenges that will result from the changing accounting standards.

A flow chart of the audit team and brief resumes detailing individual team members' experience in each of the relevant areas follow.

**Jim Hartley, CPA** – Engagement Partner (resume attached)  
Will assist in the field as main contact

**Jay McBee, CPA** – Technical Reviewer (resume attached)

**Christine Kenny, CPA** – Senior (resume attached)

# **Jim Hartley**

*Partner – DiBartolomeo, McBee, Hartley & Barnes*

## **Experience and Training**

Jim has over 35 years of public accounting experience and would serve as the engagement partner. His experience and training include:

- 35 years of non-profit and governmental experience.
- Specializing in serving entities ranging from Government to Associations and Special District audits.
- Has performed audits and advisory services for a variety of public sector entities.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 120 hours of CPE credits over the past 3 years.

## **Recent Engagements**

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Jim has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Jim currently provides internal audit and consulting services to governmental entities and non-profit agencies to assist in implementing and maintaining “best practice” accounting policies and procedures. Jim provides auditing services to the Fort Pierce Utilities Authority, St. Lucie County Fire District, City of Port St. Lucie, Tradition CDD #1 – 10, Southern Groves CDD #1-6, Multiple CDD audits, Town of St. Lucie Village, Town of Sewall’s Point, Town of Jupiter Island along with several other entities, including Condo and Homeowner Associations.

## **Education and Registrations**

- Bachelor of Science in Accounting – Sterling College.
- Certified Public Accountant

## **Professional Affiliations**

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

## **Volunteer Service**

- Treasurer & Executive Board - St. Lucie County Chamber of Commerce
- Budget Advisory Board - St. Lucie County School District
- Past Treasurer - Exchange Club for Prevention of Child Abuse & Exchange Foundation Board
- Board of Directors – State Division of Juvenile Justice

## **Jay L. McBee**

*Partner – DiBartolomeo, McBee, Hartley & Barnes*

### **Experience and Training**

Jay has over 45 years of public accounting experience and would serve as the technical reviewer on the audit. His experience and training include:

- 45 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, special districts, and school districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Has extensive experience in performing pension audits.
- Experienced in developing and maintaining the GFOA Certificate of Achievement.
- 120 Hours of relevant government CPE credits over the past 3 years.
- Experience in municipal bond and other governmental-financing options and offerings.

### **Recent Engagements**

Has provided auditing services on local governmental entities including towns, villages, cities, counties, special district and community development districts. Jay has assisted with financial preparation, system implementation, and a variety of government services to a wide range of governmental entities. Jay currently provides auditing services to the City of Port St. Lucie, City of Okeechobee Pension Trust Funds, St. Lucie County Fire District Pension funds, along with several other non-profit and governmental entities.

### **Education and Registrations**

- Bachelor of Science in Accounting and Quantitative Business Management – West Virginia University.
- Certified Public Accountant

### **Professional Affiliations**

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

### **Volunteer Service**

- Member of the St. Lucie County Citizens Budget Committee
- Finance committee for the First United Methodist Church
- Treasurer of Boys & Girls Club of St. Lucie County

## **Christine M. Kenny, CPA**

### ***Senior Staff – DiBartolomeo, McBee, Hartley & Barnes***

#### **Experience and training**

Christine has over 18 years of public accounting experience and would serve as a senior staff for the Constitutional Officers. Her experience and training include:

- 18 years of manager and audit experience.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, towns and special districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- 100 hours of relevant government CPE credits over the past 3 years.

#### **Recent Engagements**

Has provided audit services on governmental entities including towns, villages, cities and special districts. Christine has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Christine currently provides services to multiple agencies to assist in implementing and maintaining “best practice” accounting policies and procedures.

Engagements include St. Lucie County Fire District, City of Fort Pierce, Town of Sewall’s Point, and Town of St. Lucie Village.

#### **Education and Registrations**

- Bachelor of Science in Accounting – Florida State University
- Professional Affiliations
- Active Member of the Florida Institute of Certified Public Accountants
- Active Member of the American Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

## PROFESSIONAL QUALIFICATIONS (CONTINUED)

### ➤ *Governmental Audit Experience*

DiBartolomeo, McBee, Hartley & Barnes, P.A., through its principals and members, has provided continuous in-depth professional accounting, auditing, and consulting services to local government units, nonprofit organizations, and commercial clients. Our professionals have developed considerable expertise in performing governmental audits and single audits and in preparing governmental financial statements in conformance with continually evolving GASB pronouncements, statements, and interpretations. All of the public sector entities we serve annually are required to be in accordance with GASB pronouncements and government auditing standards. We currently perform several Federal and State single audits in compliance with OMB Circular A-133 and under the Florida Single Audit Act. Our professionals are also experienced in assisting their clients with preparing Comprehensive Annual Financial Reports (GFOA).

All work performed by our firm is closely supervised by experienced certified public accountants. Only our most seasoned CPA's perform consulting services. Some of the professional accounting, auditing, and management consulting services currently provided to our local governmental clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under OMB A-133 audit criteria and the Florida Single Audit Act
- Assisting in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement of Excellence in Financial Reporting
- Audits of franchise fees received from outside franchisees
- Assistance with Implementation of GASB-34
- Internal audit functions
- Fixed assets review and updating cost/depreciation allocations and methods

## ADDITIONAL DATA

### ➤ *Procedures for Ensuring Quality Control & Confidentiality*

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. DiBartolomeo, McBee, Hartley & Barnes is formally dedicated to that commitment.

In an effort to continue to maintain the standards of working excellence required by our firm, DiBartolomeo, McBee, Hartley & Barnes, P.A. joined the Quality Review Program of the American Institute of Certified Public Accountants. To be a participating member firm, a firm must obtain an independent compliance review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements. The scope of peer review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence
- Assignment of professional personnel to engagements
- Consultation on technical matters
- Supervision of engagement personnel
- Hiring and employment of personnel
- Professional development
- Advancement
- Acceptance and continuance of clients
- Inspection and review system

### ➤ *Independence*

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, independent auditors must exercise utmost care in the performance of their duties.

Our firm has provided continuous certified public accounting services in the government sector for 31 years, and we are independent of the Community Development Districts as defined by the following rules, regulations, and standards:

## ADDITIONAL DATA (CONTINUED)

### ➤ *Independence (Continued)*

- Au Section 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants
- ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants
- Chapter 21A-21, Florida Administrative Code
- Section 473.315, Florida Statutes
- Government Auditing Standards, issued by the Comptroller General of the United States

### ➤ *Computer Auditing Capabilities*

DiBartolomeo, McBee, Hartley & Barnes' strong computer capabilities as demonstrated by our progressive approach to computer auditing and extensive use of microcomputers. Jay McBee is the MIS partner for DMHB. Jay has extensive experience in auditing and evaluating various computer systems and would provide these services in this engagement.

We view the computer operation as an integral part of its accounting systems. We would evaluate the computer control environment to:

- Understand the computer control environment's effect on internal controls
- Conclude on whether aspects of the environment require special audit attention
- Make preliminary determination of comments for inclusion in our management letter

*This evaluation includes:*

- System hardware and software
- Organization and administration
- Access

## Contracts of Similar Nature within References

Client	Years	Annual Audit In Accordance With GAAS	Engagement Partner	Incl. Utility Audit/ Consulting	GFOA Cert.	GASB 34 Implementation & Assistance	Total Hours
St. Lucie County Fire District Karen Russell, Clerk-Treasurer (772)462-2300	1984 - Current	√	<b>Jim Hartley</b>			√	<b>250-300</b>
City of Fort Pierce Johnna Morris, Finance Director (772)-460-2200	2005-current	√	<b>Mark Barnes</b>		√	√	<b>800</b>
Fort Pierce Utilities Authority Nina Hurtubise, Finance Director (772)-466-1600	2005-current	√	<b>Jim Hartley</b>	√	√	√	<b>600</b>
Town of St. Lucie Village Diane Robertson, Town Clerk (772) 595-0663	1999 – current	√	<b>Jim Hartley</b>			√	<b>100</b>
City of Okeechobee Pension Trust Funds Marita Rice, Supervisor of Finance (863)763-9460	1998 – current	√	<b>Jay McBee</b>				<b>60</b>
St. Lucie County Fire District 175 Pension Trust Fund Chris Bushman , Captain (772) 462-2300	1990 – current	√	<b>Jay McBee</b>				<b>60</b>
Tradition Community Development District 1-10 Alan Mishlove, District Finance Manager (407)382-3256	2002 - current	√	<b>Jim Hartley</b>			√	<b>350</b>
Legends Bay Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Union Park Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Deer Island Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Park Creek Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Waterleaf Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>

## TECHNICAL APPROACH

### **a. *An Express Agreement to Meet or Exceed the Performance Specifications.***

1. The audit will be conducted in compliance with the following requirements:
  - a. Rules of the Auditor General for form and content of governmental audits
  - b. Regulations of the State Department of Banking and Finance
  - c. Audits of State and Local Governmental Units-American Institute of Certified Public Accountants.
2. The audit report shall contain the opinion of the auditor in reference to all financial statements, and an opinion reflecting compliance with applicable legal provisions.
3. We will also provide the required copies of the audit report, the management letter, any related reports on internal control weaknesses and one copy of the adjusting journal entries and financial work papers.
4. The auditor shall, at no additional charge, make all related work papers available to any Federal or State agency upon request in accordance with Federal and State Laws and Regulations.
5. We will work in cooperation with the District, its underwriters and bond council in regard to any bond issues that may occur during the term of the contract.
6. The financial statements shall be prepared in conformity with Governmental Accounting Standards Board Statement Number 34, 63 and 65.

We will commit to issuing the audit for each Fiscal year by June 1<sup>st</sup> of the following year. In order to ensure this we will perform interim internal control testing as required by January 31<sup>st</sup> from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1<sup>st</sup>. We will also review all minutes and subsequent needs related to the review of the minutes by January 30<sup>th</sup>. Follow up review will be completed as necessary.



**b. SPECIFIC AUDIT APPROACH**

**Our partners are not strangers who show up for an entrance conference and an exit conference.** We have developed an audit plan that allows the partners to directly supervise our staff in the field. By assigning two partners to the audit, we will have a partner on-site for a significant portion of the fieldwork. This also gives the District an additional contact individual for questions or problems that may arise during the audit.

The scope of our services will include a financial, as well as, a compliance audit of the District's financial statements. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Additionally, our audit will be conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida.

Our audit approach places emphasis on the accounting information system and how the data is recorded, rather than solely on the verification of numbers on a financial statement. This approach enables us to:

- Maximize our understanding of the District's operating environment
- Minimize time required conducting the audit since we start with broad considerations and narrow to specific audit objectives in critical areas

Our audit approach consists of four phases encompassing our audit process:

- Planning Phase
- Detailed Audit Phase
- Closing Phase
- Reporting

*Planning Phase*

**Meetings and Expectations:**

Our first step in this phase will be to set up a planning meeting with the financial and operating management of Greenbriar Community Development District. Our goal here is to eliminate "surprises." By meeting with responsible officials early on we can discuss significant accounting policies, closing procedures and timetables, planned timing of our audit procedures and expectations of our work. This will also be the starting point for our discussions with management related to *SAS No. 99-Consideration of Fraud in a Financial Statement Audit*. Inquiries will be made regarding managements knowledge of fraud and on management's views regarding the risk of fraud.

## **Review Operations and Develop Engagement Plan**

It is critical that we understand the District's operating environment. To do this we will obtain and review such items as, organizational charts, recent financial statements, budget information, major contracts and lease agreements. We will also gather other information necessary to increase our understanding of the District's operations, organization, and internal control.

## **Study and Evaluate Internal Control**

As part of general planning, we will obtain an understanding and assessment of the District's control environment. This assessment involves a review of management's operating style, written internal control procedures, and the District's accounting system. The assessment is necessary to determine if we can rely on control procedures and thus reduce the extent of substantive testing.

We then test compliance with established control procedures by ascertaining that the significant strengths within the system are functioning as described to us. Generally, transactions are selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures and the extent of operation compliance with pertinent laws and regulations. This involves gaining an understanding of the District's procedures, laws and regulations, and testing systems for compliance by examining contracts, invoices, bid procedures, and other documents. After testing controls, we then evaluate the results of those tests and decide whether we can rely on controls and thus reduce other audit procedures.

## **Conduct Preliminary Analytical Review**

Also during the planning stage, we undertake analytical procedures that aid us in focusing our energies in the right direction. We call these analytical reviews.

A properly designed analytical review can be a very effective audit procedure in audits of governmental units. Analytical reviews consist of more than just a comparison of current-year actual results to prior-year actual results. Very effective analytical review techniques include trend analysis covering a number of years and comparisons of information not maintained totally within the financial accounting system, such as per capita information, prevailing market interest rates, housing statistics, etc.

Some examples of effective analytical reviews performed together and/or individually include:

- Comparison of current-year actual results with current-year budget for the current and past years with investigation of significant differences and/or trends
- Trend analysis of the percentage of current-year revenues to current-year rates for the current and previous years with investigation of significant changes in the collection percentage
- Trend analysis of the percentage of expenditures by function for the current and previous years with investigation of significant changes in percentages by department
- Monthly analysis of receipts compared to prior years to detect trends that may have audit implications

Conclusions reached enable us to determine the nature, timing and extent of other substantive procedures.

## Detailed Audit Phase

### **Conduct Final Risk Assessment and Prepare Audit Programs**

Risk assessment requires evaluating the likelihood of errors occurring that could have a material affect on the financial statements being audited. The conclusions we reach are based on many evaluations of internal control, systems, accounts, and transactions that occur throughout the audit. After evaluating the results of our tests of control and our final risk assessment we can develop detailed audit programs.

### **Perform Substantive Tests of Account Balances**

These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. Substantive tests involve such things as examining invoices supporting payments, confirmation of balances with independent parties, analytical review procedures, and physical inspection of assets. All significant accounts will be subjected to substantive procedures. Substantive tests provide direct evidence of the completeness, accuracy, and validity of data.

### **Perform Single Audit Procedures (if applicable)**

During the planning phase of the audit we will request and review schedules of expenditures of federal awards and state financial assistance. These schedules will be the basis for our determination of the specific programs we will test.

In documenting our understanding of the internal control system for the financial statement audit, we will identify control activities that impact major federal and state programs as well. This will allow us to test certain controls for the financial audit and the single audit concurrently. We will then perform additional tests of controls for each federal and state program selected for testing. We will then evaluate the results of the test of controls to determine the nature, timing and extent of substantive testing necessary to determine compliance with major program requirements.

## **Perform Statutory Compliance Testing**

We have developed audit programs for Greenbriar Community Development District designed to test Florida Statutes as required by the Auditor General. These programs include test procedures such as general inquiries, confirmation from third parties, and examination of specific documents.

### *Closing Phase*

During the closing phase we perform detail work paper reviews, request legal letters, review subsequent events and proposed audit adjustments. Communication with the client is critical in this phase to ensure that the information necessary to prepare financial statements in conformity with accounting principles generally accepted in the United States has been obtained.

### *Reporting Phase*

#### **Financial Statement Preparation**

As a local firm, we spend a considerable amount of time on financial statement preparation and support. With this in mind, we can assist in certain portions of the preparation of financial statements or simply review a draft of financials prepared by your staff. We let you determine our level of involvement.

#### **Management Letters**

*We want to help you solve problems before they become major.*

Our management letters go beyond citing possible deficiencies in the District's internal control structures. They identify opportunities for increasing revenues, decreasing costs, improving management information, protecting assets and improving operational efficiency.

The diversity of experience of our personnel and their independent and objective viewpoints make the comments, observations, and conclusions presented in our management letters a valuable source of information. We have provided positive solution-oriented objective recommendations to our governmental clients regarding investments, accounting accuracy, data processing, revenue bonds, payroll, utility billing, purchasing, budgeting, risk management, and internal auditing.

This review ensures the integrity of the factual data in the management letter but does not influence or impair our independence.

#### **Exit Conferences and Delivery of Reports**

We anticipate meeting with appropriate District personnel in February and issuing the final required reports by the May meeting of each year.

**PROPOSED AUDIT FEE**

DiBartolomeo, McBee, Hartley & Barnes P.A. will perform the annual audit of Greenbriar Community Development District as follows:

September 2025		\$ 3,150
September 2026	(optional)	\$ 3,250
September 2027	(optional)	\$ 3,400
September 2028	(optional)	\$ 3,500
September 2029	(optional)	\$ 3,650

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If bonds are issued the fee would increase but would not exceed \$1,250. The fee for subsequent annual renewals would be agreed upon separately.

**GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**7CII**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

**GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

Proposal Due: February 6, 2026  
12:00PM

**Submitted to:**

Greenbriar  
Community Development District  
c/o District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

---

**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
1001 W. Yamato Road, Suite 301  
Boca Raton, Florida 33431

**Tel** (561) 994-9299

**Fax** (561) 994-5823

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# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

February 13, 2026

Greenbriar Community Development District  
c/o District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2025, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to Greenbriar Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

## Why Grau & Associates:

### Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

### Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

### Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

### Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

### Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or Ben Steets, CPA ([bsteets@graucpa.com](mailto:bsteets@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates



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Antonio J. Grau

# Firm Qualifications



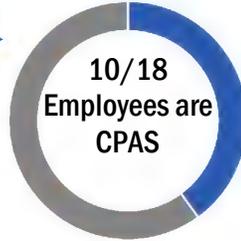
**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Grau's Focus and Experience

## Our Team



3 Partners  
13 Professional Staff  
2 Administrative Professionals



# 2005

Year founded

## Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**



- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



November 18, 2025

Antonio Grau  
Grau & Associates  
1001 W. Yamato Road, Suite 301  
Boca Raton, FL 33431-4403

Dear Antonio Grau:

It is my pleasure to notify you that on November 18, 2025, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee  
paul@ficpa.org  
850.224.2727, x5957

cc: Daniel Hevia, David Caplivski

Firm Number: 900004390114

Review Number: 616829

October 3, 2025

To the Partners of Grau & Associates  
And the Peer Review Committee of the  
Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Grau & Associates (the firm), in effect for the year ended June 30, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Grau & Associates in effect for the year ended June 30, 2025, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiencies*, or *fail*. Grau & Associates has received a peer review rating of *pass*.

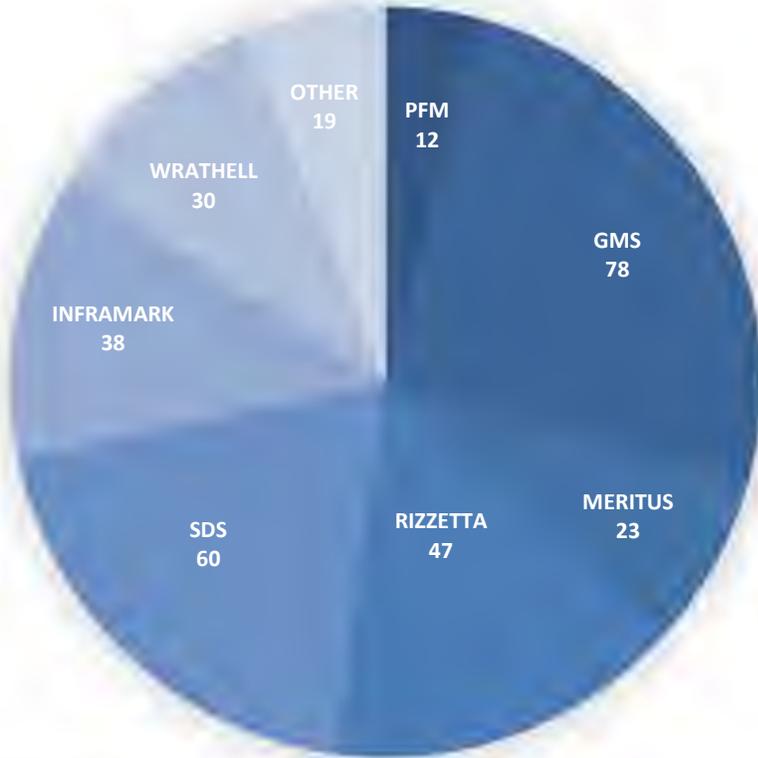
Prida Guida & Perez, P.A.

# **Firm & Staff Experience**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### *Profile Briefs:*

**Antonio J GRAU, CPA (Partner)**

*Years Performing Audits: 35+  
CPE (last 2 years): Government Accounting, Auditing: 40 hours; Accounting, Auditing and Other: 53 hours  
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

**Ben Steets, CPA (Partner)**

*Years Performing Audits: 9+  
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 64 hours  
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

- Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

-Ben Steets

## YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



**Antonio 'Tony' J. Grau, CPA**  
**Partner**

Contact: [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

**Experience**

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

**Education**

University of South Florida (1983)  
Bachelor of Arts  
Business Administration

**Clients Served** (partial list)

(>300) Various Special Districts, including:

- |  |  |
|--|--|
| Bayside Improvement Community Development District   | St. Lucie West Services District                 |
| Dunes Community Development District                 | Ave Maria Stewardship Community District         |
| Fishhawk Community Development District (I, II, IV)  | Rivers Edge II Community Development District    |
| Grand Bay at Doral Community Development District    | Bartram Park Community Development District      |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
|  |  |
| Boca Raton Airport Authority                         |  |
| Greater Naples Fire Rescue District                  |  |
| Key Largo Wastewater Treatment District              |  |
| Lake Worth Drainage District                         |  |
| South Indian River Water Control                     |  |

**Professional Associations/Memberships**

American Institute of Certified Public Accountants   Florida Government Finance Officers Association  
Florida Institute of Certified Public Accountants   Government Finance Officers Association Member  
City of Boca Raton Financial Advisory Board Member

**Professional Education** (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	40
Accounting, Auditing and Other	53
Total Hours	<u>93</u> (includes of 4 hours of Ethics CPE)



**Ben Steets, CPA, Partner**

Contact : [bsteets@graucpa.com](mailto:bsteets@graucpa.com) / (561) 939-6669

**Experience**

Grau & Associates	Partner	2023-Present
Grau & Associates	Manager	2021-2023
Grau & Associates	Senior Auditor	2018-2021
Grau & Associates	Staff Auditor	2016-2018
PCAOB Registered Firm	Staff Auditor	2015-2016

**Education**

Florida Atlantic University (2015)

**Clients Served (partial list)**

- |  |  |
|--|--|
| (>300) Various Special Districts                   | San Carlos Park Fire and Rescue Service District |
| Careersource Polk                                  | Sanibel Fire and Rescue District                 |
| Central Broward Water Control District             | South Broward Drainage District                  |
| Dunes Community Development District               | South Trail Fire and Rescue District             |
| Greater Naples Fire Rescue District                | Town of Highland Beach                           |
| Key Marco Community Development District           | Town of Lauderdale-By-The-Sea                    |
| Lake Worth Drainage District                       | Verano Walk Community Development District       |
| Mae Volen Senior Center                            | West Villages Improvement District               |
| Port of the Islands Community Improvement District | Winding Cypress Community Development District   |

**Professional Education (over the last two years)**

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	28
Accounting, Auditing and Other	88
Total Hours	<u>116</u> (includes 4 hours of Ethics CPE)

**Professional Associations/Memberships**

- American Institute of Certified Public Accountants
- Florida Institute of Certified Public Accountants

# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

### Dunes Community Development District

**Scope of Work** Financial audit  
**Engagement Partner** Antonio J. Grau  
**Dates** Annually since 1998  
**Client Contact** Darrin Mossing, Finance Director  
475 W. Town Place, Suite 114  
St. Augustine, Florida 32092  
904-940-5850

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### Two Creeks Community Development District

**Scope of Work** Financial audit  
**Engagement Partner** Antonio J. Grau  
**Dates** Annually since 2007  
**Client Contact** William Rizzetta, President  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
813-933-5571

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### Journey's End Community Development District

**Scope of Work** Financial audit  
**Engagement Partner** Antonio J. Grau  
**Dates** Annually since 2004  
**Client Contact** Todd Wodraska, Vice President  
2501 A Burns Road  
Palm Beach Gardens, Florida 33410  
561-630-4922

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# **Specific Audit Approach**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# **AUDIT APPROACH**

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



### **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

#### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

## Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

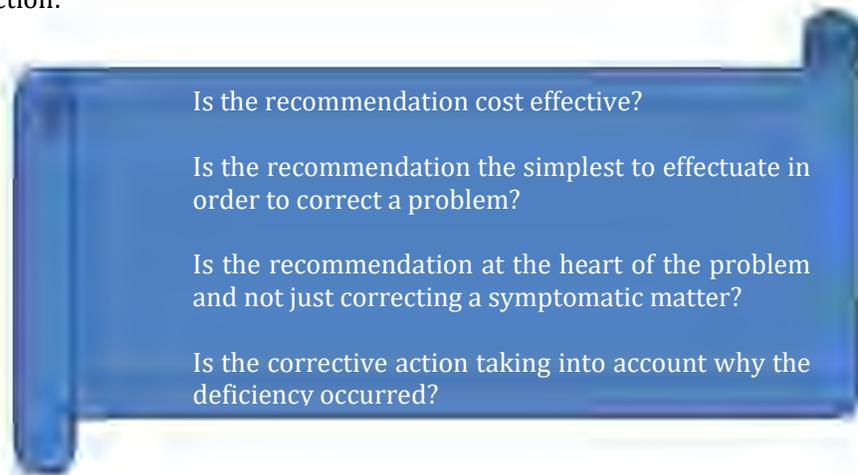
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

# Cost of Services



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2025-2029 are as follows:

<b>Year Ended September 30,</b>	<b>Fee</b>
2025	\$2,500
2026	\$2,600
2027	\$2,700
2028	\$2,800
2029	<u>\$2,900</u>
<b>TOTAL (2025-2029)</b>	<b><u>\$13,500</u></b>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If Bonds are issued the fee would increase by \$1,500. The fee for subsequent annual renewals would be agreed upon separately.

# Supplemental Information



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## **PARTIAL LIST OF CLIENTS**

<b>SPECIAL DISTRICTS</b>	<b>Governmental Audit</b>	<b>Single Audit</b>	<b>Utility Audit</b>	<b>Current Client</b>	<b>Year End</b>
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
<b>TOTAL</b>	<b>491</b>	<b>5</b>	<b>4</b>	<b>484</b>	

## **ADDITIONAL SERVICES**

### **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

### **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73**

Current  
Arbitrage  
Calculations

**We look forward to providing **Greenbriar Community Development District** with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**

# **GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**7CIII**

# Independent Audit Service Proposal



2385 NW Executive Center Dr.  
Boca Raton, FL 33431

[rmcintoshcpa.com](http://rmcintoshcpa.com)

## Prepared for Greenbriar Community Development District

Prepared By:  
McIntosh CPA

February 13, 2026

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# Transmittal Letter



February 13, 2026

Board of Supervisors  
Greenbriar Community Development District  
St. John's County

McIntosh CPA is pleased to submit this proposal to provide annual auditing services for the Greenbriar Community Development District (the "District"). Our firm specializes in auditing services for governmental entities, including special districts, ensuring compliance with Florida Statutes, Government Auditing Standards (Yellow Book), and the requirements set forth by the Florida Auditor General. We are a Woman & Minority Business certified by the State of Florida.

While the firm is new, the managing partner has been providing auditing services to special districts for over 18 years and has an impeccable reputation among former clients. With this experience and knowledge, we are uniquely qualified and ready to assist the District with the audit services needed. We are confident that we will not only provide the services required but exceed expectations.

We understand the importance of accountability and fiscal responsibility in government operations. Our audit methodology is designed to provide an efficient, thorough, and collaborative review process while minimizing disruption to your daily operations. Additionally, we are committed to maintaining open communication and delivering clear, actionable recommendations to support the District's financial integrity and operational efficiency.

We have an established reputation for delivering high-quality, timely, and efficient audits. With our extensive experience, we are confident in our ability to provide the District with the highest level of professional service. We acknowledge that this proposal is valid for ninety (90) days following submission.

We thank you for the opportunity to provide a proposal and look forward to working with the District's team. Please do not hesitate to contact Racquel McIntosh at 2385 NW Executive Center Dr., Suite 100, Boca Raton FL 33431, 561-981-6282, or [mcintoshcpa@outlook.com](mailto:mcintoshcpa@outlook.com) with any questions.

Sincerely,

Racquel McIntosh, CPA  
Founder & Managing Partner

# Statement of Understanding and Scope of Work

The Greenbriar Community Development District requires independent audit services for the fiscal year ending September 30, 2025, with an option for additional annual renewals. Our firm understands that the audit must comply with:

- Chapter 218.39, Florida Statutes
- Florida Auditor General's Rules
- Government Auditing Standards (Yellow Book)
- Licensure under Chapter 473

The audit will include an examination of the District's financial records, internal controls, and compliance with applicable laws and regulations.

## AUDIT TIMELINE

We recognize the importance of adhering to the District's annual audit deadline and are fully committed to ensuring a timely and efficient audit process. Racquel McIntosh will be responsible for the firm meeting the required deadline. Our team will strategically plan and execute the audit to ensure that the draft and auditor's reports are completed well in advance of the deadline, allowing ample time for review and discussion. Additionally, we will maintain open communication throughout the engagement to address any concerns promptly and ensure a smooth and seamless audit experience.

## SCOPE OF WORK

- Conduct an independent audit in accordance with Government Auditing Standards
- Evaluate internal controls and compliance with Florida statutes
- Issue audited financial statements with findings and recommendations
- Report to the Board of Supervisors on the audit findings
- Provide ongoing support for financial and compliance questions

The audit will be performed in the three phases below;



## AUDIT PLANNING

This is the most critical part of an audit, as a well planned audit determines the flow and efficiency for the entire audit. Planning consists of the following segments:

***Obtain an understanding of the District*** – we will gain an understanding of the District in order to perform risk assessment for the various segments of the audit. It involves reviewing the policies and procedures, documenting the internal controls of the District, including compliance requirements, and making an initial assessment of inherent risk in order to determine the preliminary risk of material misstatement to the financial statements. It also includes gaining an understanding of the District's IT environment and how that affects financial reporting.

***IT Assessment*** – we will discuss with management and document the District's IT infrastructure, including; general controls over the network and the accounting software, and specific controls within the accounting software. We will also discuss access, backups, disaster recovery, and virus protection. These discussions will assist in determining if the IT infrastructure is adequate to reduce any material financial statement misstatements.

***Preliminary analytics*** – current vs prior year review of accounts to determine and document causes for fluctuations.

***Risk Assessment*** - Used in conjunction with other planning items above to dictate further audit procedures.

## FIELDWORK

*Based on the risk assessment results from planning, a combination of analytical procedures, detail test of transactions, and use of audit confirmations will be applied by the auditor.*

***Analytical procedures*** – these will consist of revenue and expenditure variances from the prior year, variances with the budget, calculating revenue expectations, and reviewing trend analysis for anomalies.

***Test of details*** – these will consist of tracing and vouching transactions to and from the accounting records. Will also include testing bond compliance.

***Audit confirmations** – these will be sent to attorneys, tax collector, bond trustees, and other entities as deemed necessary.*

## **REPORTING**

*Once the fieldwork has been completed, a draft of the financial statements along with all related audit reports will be prepared for management's review. McIntosh CPA utilizes a memo to management regarding findings and recommendations not deemed significant and therefore not included in any of the audit reports. The memo will detail the observation and provide a recommendation for corrective action. No management response is required since it will not be presented in any audit report. Before a finding is reported in the audit report, a determination is made as to why the issue occurred and whether it was a one-time occurrence. We ensure that reporting items in the audit report are necessary and that recommendations are cost beneficial.*

*For all three phases above, if deficiencies or discrepancies are identified, management will be informed immediately to give them a chance to research and provide additional information or put corrective measures in place.*

# Qualifications and Experience

## INDEPENDENCE

We affirm that McIntosh CPA is independent with respect to the District. We meet the independence standards of Generally Accepted Auditing Standards and the U.S. Government Accountability Office's *Government Auditing Standards*.

## FIRM QUALIFICATIONS

- Licensed under Chapter 473, Florida Statutes
- Over 18 years of experience auditing governments
- Demonstrated expertise in auditing special districts and financials
- Strong track record of timely report delivery and responsiveness

The services as outlined in the statement of understanding will be overseen by Racquel McIntosh CPA, who brings 18 years of exemplary service in the government auditing and accounting industry. In her previous role, she was an audit partner providing auditing services to municipalities and special districts throughout the State of Florida and was in charge of audit quality for the firm. In addition, she assisted clients with internal policy review, internal control best practices and implementation, and assisted with implementation of accounting software and accounting standards.

Further, she has met the educational requirements for CPAs set forth under Florida Statutes and the Government Auditing Standards (Yellow Book) issued by the Government Accountability Office (GAO). See next page for resume.

## Value-Added Service

In addition to providing audit services for the District, Racquel provides an annual training session for the District accounting staff which will include; reviewing items found in the previous year's audit, accounting treatment for certain transactions, how to respond to auditor inquiry, how to analyze financial statements, and new accounting standards and regulations applicable to the upcoming audit year.

## REFERENCES

Below are three districts that the engagement partner has worked on with the named management companies. In total, the engagement partner oversaw and worked on over 200 CDDs.

CATALINA AT WRINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT	Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, FL 33614
BERRY BAY COMMUNITY DEVELOPMENT DISTRICT	Meritus 2005 Pan Am Circle, Suite 300 Tampa, FL 33607
BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT	Inframark 210 N University Drive Coral Springs, FL 33071



# RACQUEL MCINTOSH

CPA

561-981-6282

mcintoshcpa@outlook.com

Racquel McIntosh, CPA

2385 NW Executive Center  
Dr. Suite 100, Boca Raton FL

## EDUCATION

Masters of Accounting  
Florida Atlantic University  
2004

Bachelor of Arts B.B.A  
Major: Accounting & Finance  
Florida Atlantic University  
2003

## INDUSTRIES

Governments

Non-profits

## MEMBERSHIPS

AICPA

CSDA

FASD

FICPA

FGFOA

FASD Board Member/Presenter

FICPA SLG Committee Member

## Profile

Racquel has been providing auditing and consulting services to governments and non-profits for over 18 years. Her in-depth knowledge of government/non-profit compliance requirements, regulations, accounting principles and audit methodologies provides clients with the highest service quality delivered with the utmost integrity.

## Experience

- Oct 2023- Present  
McIntosh CPA  
Founder & Managing Partner
- 2014 - 2023  
Grau & Associates  
Audit Partner
- 2011 - 2013  
Grau & Associates  
Audit Manager
- 2009 - 2011  
Grau & Associates  
Audit Senior
- 2005 - 2009  
Grau & Associates  
Audit Staff

## Collaborations

In addition to external audits, Racquel has assisted clients with implementing new accounting standards and State legislation, switching ERP systems, improving internal controls via new policies and procedures, providing education via webinars/seminars, and providing guidance to management.

## Schedule of Fees

Below are the all-inclusive fees for the District's annual financial statement audit

Fiscal Year	Proposed Fee
2025	\$5,500
2026 and beyond	Add \$200 annually

Should the District issue new Bonds (not refinancing of existing Bonds), the fee would be increased by \$1,500.

# Appendix

Ron DeSantis, Governor Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF ACCOUNTANCY**

THE ACCOUNTANCY CORPORATION HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

  
**RACQUEL MCINTOSH CPA, P.A.**  
MCINTOSH CPA  
2385 NW EXECUTIVE CENTER DRIVE  
SUITE 100  
BOCA RATON FL 33431

**LICENSE NUMBER: AD71848**

**EXPIRATION DATE: DECEMBER 31, 2027**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 12/30/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



*State of Florida*

**Woman & Minority Business  
Certification**

**McIntosh CPA**

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
05/01/2024  05/01/2026

  
Pedro Allende  
Florida Department of Management Services



Office of Supplier Diversity  
4050 Esplanade Way, Suite 380  
Tallahassee, FL 32399  
850-487-0915  
[www.dms.myflorida.com/osd](http://www.dms.myflorida.com/osd)

**GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**7D**



# **GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**10**

# **GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

# **10A**

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT  
Performance Measures/Standards & Annual Reporting Form  
October 1, 2024 – September 30, 2025**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1 Public Meetings Compliance**

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

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

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

**Achieved:** Yes  No

**Goal 1.2 Notice of Meetings Compliance**

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

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

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

**Achieved:** Yes  No  Not Applicable

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**Goal 1.3**

**Access to Records Compliance**

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

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

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

**Achieved:** Yes  No  Not Applicable

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**2. INFRASTRUCTURE AND FACILITIES MAINTENANCE**

**Goal 2.1 District Infrastructure and Facilities Inspections**

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

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

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

**Achieved:** Yes  No  Not Applicable

The District is still under development, so a formal inspection is premature. A full inspection will be scheduled once the infrastructure is substantially complete.

**3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

**Goal 3.1 Annual Budget Preparation**

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

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

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

**Achieved:** Yes  No  Not Applicable

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**Goal 3.2      Financial Reports**

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

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

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

**Achieved:** Yes  No  Not Applicable

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**Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes  No  Not Applicable

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District Manager

ERNESTO J. TORRES

Print Name

9/12/24

Date



Chair/Vice Chair, Board of Supervisors

Joshua Breckstone

Print Name

~~etd~~ 9/12/24

Date

# **GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

# **10B**

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

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1 Public Meetings Compliance**

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

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

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

**Achieved:** Yes  No

**Goal 1.2 Notice of Meetings Compliance**

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

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

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

**Achieved:** Yes  No  Not Applicable

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**Goal 1.3**

**Access to Records Compliance**

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

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

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

**Achieved:** Yes  No  Not Applicable

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**2. INFRASTRUCTURE AND FACILITIES MAINTENANCE**

**Goal 2.1 District Infrastructure and Facilities Inspections**

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

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

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

**Achieved:** Yes  No  Not Applicable

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**3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

**Goal 3.1 Annual Budget Preparation**

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

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

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

**Achieved:** Yes  No  Not Applicable

---

---

**Goal 3.2      Financial Reports**

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

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

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

**Achieved:** Yes  No  Not Applicable

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---

**Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes  No  Not Applicable

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District Manager

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Chair/Vice Chair, Board of Supervisors

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Print Name

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Print Name

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Date

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Date

# **GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**11**

**SUPPLEMENTAL ENGINEER'S REPORT No. 2  
FOR THE  
GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT  
(Phase 2 Project)**

**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

March 4, 2026

**BACKGROUND**

The Greenbriar Community Development District (the “District”) located entirely within unincorporated St. Johns County, Florida, and covers approximately 1,304.54 acres of land, more or less. **Exhibit 1** 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 2**. The authorized land uses within the District include residential development, as well as open space and recreational amenities. The full development within the District’s boundaries is as depicted in Table 1A and as shown in **Exhibit 3**.

**TABLE 1A**  
**DEVELOPMENT SUMMARY**

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

Table 1B provides the current unit counts and types for the entire District. The District previously adopted its Greenbriar Community Development District Capital Improvement Plan, dated February 6, 2024 (“**Master Report**”), describing the public improvements planned for the District (“Capital Improvement Plan”). The total excludes the 108 unit – 73’ wide lots (Pod G) that may be removed from the District’s boundary, but includes the 91 units townhome product in the Future Residential Parcel.

**TABLE 1B**  
**Total Unit Count and Size**

<b>Product Type</b>	<b>Total Units</b>
<b>Multi-Generational:</b>	
40’ Single-family	159
50’ Single-family	308
60’ Single-family	312
70’ Single Family	175
Townhome	91
<b>Active Adult:</b>	
37.5’ Single-family	284
45’ Single-family	204
50’ Single-family	286
60’ Single Family	134
<b>TOTAL</b>	<b>1,953</b>

The First Supplemental Engineer’s Report (“**Phase I Project**”), dated June 19, 2024, includes a collector road (4-lane and 2-lane) from Greenbriar Road to the end of the Phase I development, approximately 5,500 linear feet, offsite widening of Greenbriar Road approximately 0.75 miles, stormwater management system, hardscape and landscape, water/wastewater/reclaim utilities, streetlights/underground electrical, and wetland mitigation.

**PROPOSED PHASE 2 PROJECT**

To serve the residents of the District, the District has developed this Second Supplemental Engineer’s Report (“**Phase 2 Project**”) to describe the improvements included in the second phase of its Capital Improvement Plan within the District . The improvement will include the extension of the Phase I Collector Road (“**Phase 2 Collector Road**”), all the necessary stormwater ponds, water/wastewater/reuse mains, wetland mitigation, lighting, electrical conduits, and transportation infrastructure necessary for development within the District. These improvements will serve the remaining area of the District, which will include the Active Adult parcel and the Phase 2A and 2B Multi-Generational parcel. See **Exhibit 4A and 4B** for the legal description and sketch for these two parcels. These areas will be known as AA2 with the size and count shown in **Table 1C**.

AA2 also includes the Future Residential parcel shown in the development map (Exhibit 3) which per Future Land Use Map (“FLUM”) category is Residential D (maximum of 13 unit/acre) and will have the remaining 91 units townhome per the PUD.

Pod G as shown in the development map (Exhibit 3) may be removed from the District’s Boundary and the 108 unit – 73’ wide lots is not included in AA2.

**TABLE 1C**  
**AA2 Unit Count and Size**

<b>Product Type</b>	<b>Total Units</b>
<b>Multi-Generational:</b>	
50’ Single-family	125
60’ Single-family	191
70’ Single-family	123
Townhome	91
<b>Active Adult:</b>	
37.5’ Single-family	284
45’ Single-family	204
50’ Single-family	286
60’ Single Family	134
<b>TOTAL</b>	<b>1,438</b>

Summaries of the proposed improvements and corresponding cost estimates follow in Table 2. A description and basis of costs for each improvement category is included in this report.

The Phase 2 Project infrastructure includes:

**Roadway Improvements:**

Phase 2 Collector Road includes a 2-lane collector road from the end of Phase I Collector Road to the first intersection of the development, approximately 5,000 linear feet. This roadway will be a continuation of the collector road from the main entrance at Greenbriar Road into the development and will serve Phase 2 of the District including the Active Adult community and the Phase 2 Multi-Generational lots.

Phase 2 Collector Road will include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping, signage, landscape/irrigation and sidewalks/multi-use paths within rights-of-way. All roads will be designed in accordance with St. Johns County standards, and the portion before the gates will be dedicated to St. Johns County once completed. See **Exhibit 5** for layout and location of the roadway improvements that are included in the Phase 2 Project.

**Stormwater Management System:**

The stormwater collection and outfall system to serve the Phase 2 Project is a combination of roadway curbs, curb inlets, pipe, control structures, culverts, ditches 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 that connect the major component of the stormwater system (open lakes, outfall structure, equalizing pipes, etc.). See **Exhibit 5** for the stormwater ponds that are included in the Phase 2 Project.

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 Phase 2 Project, the District intends to construct water, waste water and reclaimed water infrastructure in conjunction with the collector roadway improvements. This will provide time and cost efficiency when constructed together.

The on-site water supply improvements include water mains used for potable water service and fire protection. The connection will be at the end of Phase I Collector Road and will ultimately connect from Greenbriar Road to Longleaf Pine Parkway.

The reclaimed water system will be constructed with the Phase 2 Project to serve the development in the future. The connection will be at the end of Phase I Collector Road and ultimately connect from Greenbriar Road to Longleaf Pine Parkway and to an existing main at the north boundary line next to the JEA treatment plant.

The wastewater system will be constructed with Phase 2 Project to serve the development in the future. The wastewater system will connect to the Phase 1 Project and to an existing main at the north boundary line next to the JEA treatment plant.

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

### **Hardscape, Landscape, and Irrigation:**

As part of the Phase 2 Project, the District may construct and/or install landscaping, irrigation and hardscaping within District common areas and right-of-way. This may include entry features, benches, walks and trails.

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 right-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 District will serve the properties owned by the District and, in some cases, the County right-of-way.

### **Streetlights / Undergrounding of Electrical Utility Lines**

The District intends to lease streetlights through an agreement with JEA, in which case the District will fund the streetlights through an annual operation and maintenance assessment. As such, streetlights 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. The Phase 2 Project includes funding for these improvements. 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.

### **Environmental Conservation/Mitigation**

As part of the Phase 2 Projects, mitigation will be required for impacting certain wetlands in order to provide public improvements. Mitigation credits will be purchased from a mitigation bank. The District may purchase all or part of these mitigation credits from the Phase 2 Project bond proceeds. Alternatively, the District may elect to use onsite preservation to offset all, or part of the wetland mitigation requirements associated with the aforementioned public improvements. 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. The Phase 2 Project wetland mitigation costs associated with the aforementioned public improvements are included within the Phase 2 CIP.

**Off-Site Improvements**

Off-site improvements may include construction of an entry drive to St. Johns County-Helow Park known in this report as “County Park Access Drive”.

**Professional Services**

The CIP includes various professional services. These include: (i) engineering, legal, 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.

All of the foregoing improvements are required by applicable development approvals. The following table shows which entity will finance, own, and operate the various improvements of the Phase 2 CIP:

**TABLE 3**

<u>Facility Description</u>	<u>Financing Entity</u>	<u>Ownership &amp; Maintenance Entity</u>
Roadways	CDD	CDD/SJCo
Offsite Improvements (County Park Access)	CDD	SJCo
Stormwater Management	CDD	CDD
Utilities (Water, Wastewater, & Reclaim)	CDD	JEA
Hardscape/Landscape/Irrigation	CDD	CDD
Undergrounding of Conduit	CDD	JEA

CDD – The Greenbriar Community Development District

SJCo – St. Johns County

JEA – (formerly Jacksonville Electric Authority) Water, Sewer, and Electric Provider

**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 (Pending)
- JEA Water and Sewer Review (Pending)
- St. Johns River Water Management District (Pending)
- Florida Department of Environmental Protection (FDEP) Water and Sewer (Pending)
- US Army Corps of Engineers 404 Wetland Permit (Pending)

**OPINION OF PROBABLE CONSTRUCTION COSTS**

Table 4 shown below presents, among other things, the Opinion of Probable Cost for the Phase 2 CIP. It is our professional opinion that the costs set forth in Table 4 are reasonable and consistent with market pricing.

**TABLE 4**

**GREENBRIAR CDD**

**CIP - Phase 2 (By Improvement Types)**

<b>Improvement</b>	<b>Projects</b>
Earthwork (not lot development)	\$970,000.00
Stormwater System	\$2,000,000.00
Water Distribution	\$2,250,000.00
Undergrounding of Electric Conduit	\$250,000.00
Reclaimed Water System	\$2,000,000.00
Wastewater System	\$3,000,000.00
Landscape/Hardscape	\$600,000.00
Collector Road next to AA1 assessment area	\$12,570,000.00 <sup>1</sup>
Collector Road next to AA2 assessment area	\$9,000,000.00
Greenbriar Road Widening	\$4,940,000.00 <sup>2</sup>
Wetland Mitigation	\$2,000,000.00
Contingency (15%)	\$5,937,000.00
Professional Fees (8%)	\$3,166,400.00
<b>TOTAL</b>	<b>\$48,683,400.00</b>

Footnote:

1-Number included in the table is a cost to complete and the total cost was \$20M.

2- Number included in the table is a cost to complete and the total cost was \$11M.

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

**CONCLUSIONS**

The Phase 2 Project will be designed in accordance with current governmental regulations and requirements. The Phase 2 Project 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;
- The Greenbriar Road Widening and the Collector Road adjacent to the AA1 assessment area provide benefits to the entire district, including all pods and assessment areas. Therefore, it is appropriate for Phase 2 assessments to fund these improvements.
- All of the improvements comprised of 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 benefiting 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.

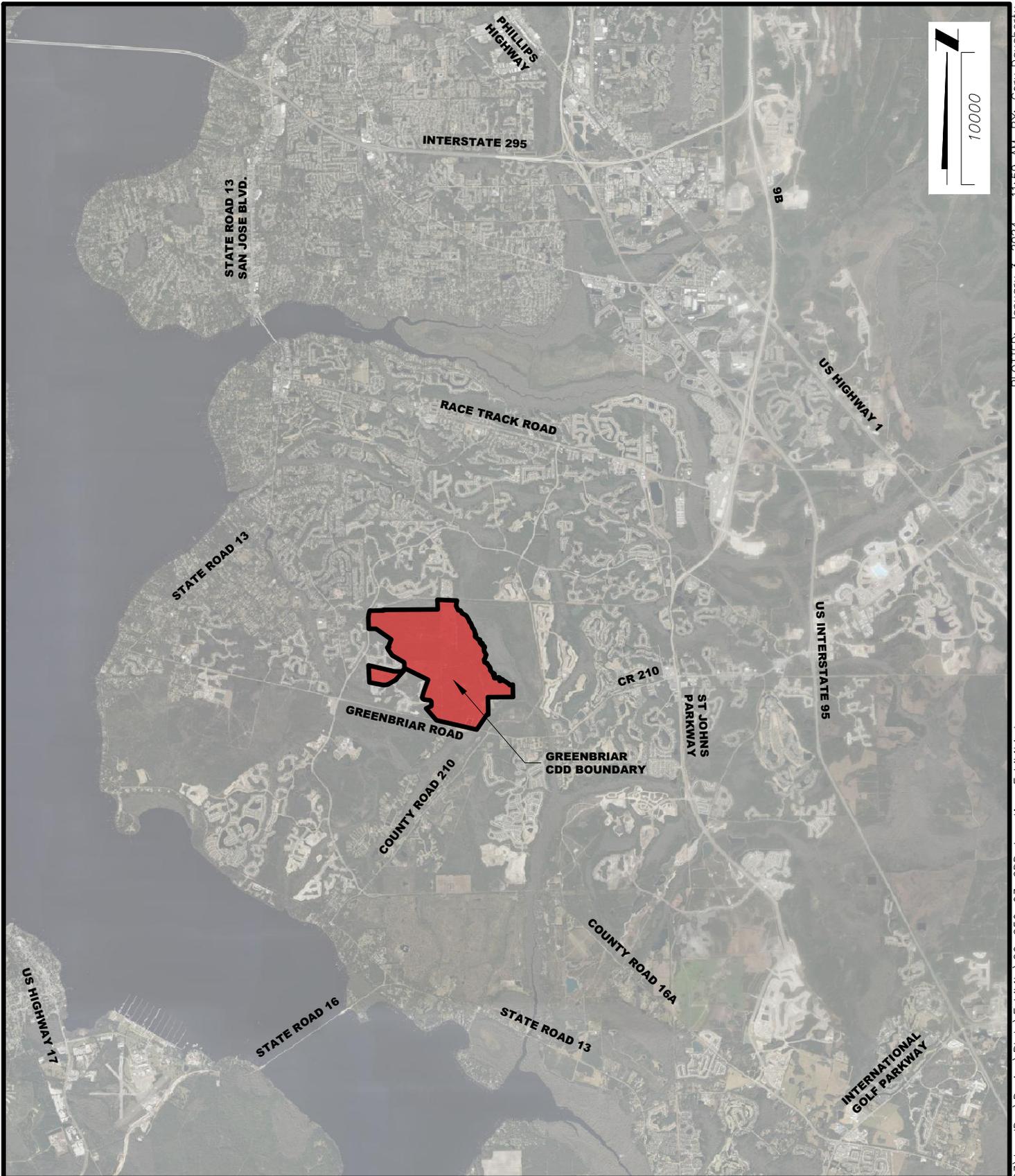
Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, 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: 3/4/2026  
 FL License No. 46661

**EXHIBITS**  
**Description**

- 1 General Location Map
- 2 District Sketch & Legal Description
- 3 Overall District Boundary
- 4A AA2 - Active Adult Sketch & Legal Description
- 4B AA2 - Phase 2 Multi-Generational Sketch & Legal Description
- 5 Phase 2 Collector Road / Phase 2 Projects



PLOTTED: January 3, 2024 - 11:59 AM, BY: Cory Daugherty  
 I:\2020\20-250-03\LandDev\Design\Plots\Exhibits\20-250-03-CDD-Location-ExhibitA.dwg

**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 1**

**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°49'40" WEST, A DISTANCE OF 1,202.60 FEET, TO A POINT;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

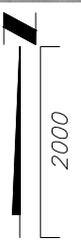
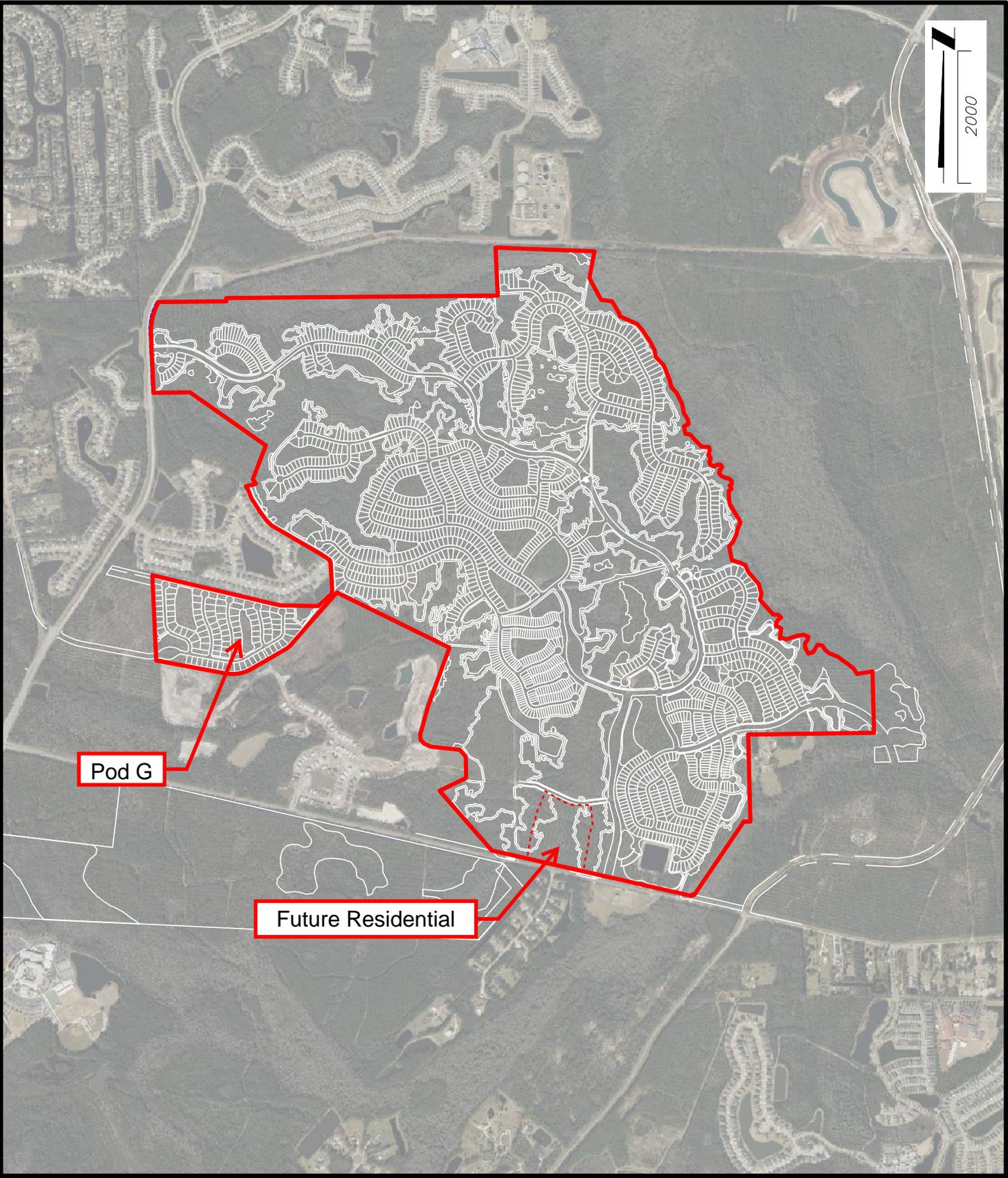
COURSE No. 1: RUN THENCE NORTH 77°16'51" WEST, A DISTANCE OF 27.29 FEET, TO A POINT;

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

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

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

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



Pod G

Future Residential

I:\2020\20-250-03\LandDev\Design\Exhibits\20-250-03-CDD-DevelopmentPlan.dwg PLOTTED: January 3, 2024 - 12:34 PM, BY: Cory Daugherty



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 3**  
**GREENBRIAR**  
**DEVELOPMENT PLAN**

ETM NO. 20-250-03  
 DRAWN BY: CWD  
 DATE: JANUARY 2024  
 DRAWING NO. 1

# **EXHIBIT 4A**

May 15, 2025  
Page 1 of 3

Work Order No. 25-091.01  
File No. 131A-35.01A

### Pinewalk Parcel 3

A portion of Sections 15, 16, 21 and 22, Township 5 South, Range 27 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 5685, page 1522, of the Public Records of said county, being more particularly described as follows:

For a Point of Beginning, commence at the Northeasterly corner of Mill Creek Forest Phases 2 and 3, a plat recorded in Map Book 112, page 86, of said Public Records; thence North  $63^{\circ}50'25''$  West, along the Northerly line of said Mill Creek Forest Phases 2 and 3, a distance of 835.86 feet to the Northwesterly corner thereof, said corner also being the Northeasterly corner of Mill Creek Forest Phase 4, a plat recorded in Map Book 124, page 32, of said Public Records; thence North  $63^{\circ}50'53''$  West, along the Northerly line of said Mill Creek Phase 4, a distance of 1061.66 feet to the Northwesterly corner thereof; thence North  $65^{\circ}58'29''$  West, 77.00 feet to an angle point on the Easterly line of Oxford Estates-Phase Six A, a plat recorded in Map Book 103, page 90, of said Public Records; thence Northerly along said Easterly line the following 3 courses: Course 1, thence North  $03^{\circ}08'09''$  West, 404.85 feet; Course 2, thence North  $17^{\circ}32'37''$  West, 59.51 feet; Course 3, thence North  $56^{\circ}43'04''$  West, 158.80 feet to the Northwesterly corner of said Oxford Estates-Phase Six A, said corner also being the Northeasterly corner of Oxford Estates-Phases Five and Six B, a plat recorded in Map Book 99, page 63, of said Public Records; thence Northwesterly along the Easterly line of said Oxford Estates-Phases Five and Six B the following 6 courses: Course 1, thence North  $59^{\circ}48'08''$  West, 860.76 feet; Course 2, thence North  $43^{\circ}22'10''$  West, 107.93 feet; Course 3, thence North  $36^{\circ}38'58''$  West, 174.42 feet; Course 4, thence North  $32^{\circ}42'10''$  West, 227.41 feet; Course 5, thence North  $22^{\circ}07'20''$  West, 127.04 feet; Course 6, thence North  $31^{\circ}34'10''$  West, 74.21 feet to the Southerly most corner of Oxford Estates North Phase Seven, a plat recorded in Map Book 120, page 36, of said Public Records; thence Northerly along the Southerly and Easterly lines of said Oxford Estates North Phase Seven the following 3 courses: Course 1, thence North  $75^{\circ}06'53''$  East, 156.65 feet; Course 2, thence North  $32^{\circ}17'23''$  West, 84.41 feet; Course 3, thence North  $21^{\circ}06'05''$  East, 546.30 feet to the Northeasterly corner thereof; thence North  $34^{\circ}13'16''$  East, 1032.44 feet; thence South  $78^{\circ}40'27''$  East, 1504.65 feet; thence North  $52^{\circ}06'43''$  East, 295.74 feet; thence South  $88^{\circ}50'50''$  East, 496.91 feet; thence South  $36^{\circ}41'22''$  East, 488.30 feet; thence North  $87^{\circ}41'49''$  East, 66.74 feet to a point on a non-tangent curve concave Northeasterly having a radius of 240.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $77^{\circ}21'09''$ , an arc length of 324.01 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $40^{\circ}58'46''$  East, 299.96 feet; thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 460.00 feet, through a central angle of  $31^{\circ}09'07''$ , an arc length of 250.10 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $64^{\circ}04'47''$  East, 247.03 feet; thence Easterly along the arc of a curve concave Northerly having a radius of 790.00 feet, through a central angle of  $48^{\circ}04'01''$ , an arc length of 662.75 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $72^{\circ}32'14''$  East,

**Pinewalk Parcel 3 (continued)**

643.49 feet; thence Easterly along the arc of a curve concave Southerly having a radius of 560.00 feet, through a central angle of  $26^{\circ}17'02''$ , an arc length of 256.90 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South  $83^{\circ}25'43''$  East, 254.65 feet; thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 760.00 feet, through a central angle of  $21^{\circ}37'24''$ , an arc length of 286.82 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South  $59^{\circ}28'29''$  East, 285.12 feet; thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 200.00 feet, through a central angle of  $51^{\circ}52'06''$ , an arc length of 181.05 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $22^{\circ}43'44''$  East, 174.94 feet; thence South  $87^{\circ}43'19''$  West, along a non-tangent line, 20.34 feet to a point on a non-tangent curve concave Southwesterly having a radius of 40.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $147^{\circ}25'33''$ , an arc length of 102.92 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North  $64^{\circ}00'18''$  West, 76.79 feet; thence Southwesterly along the arc of a curve concave Southeasterly having a radius of 200.00 feet, through a central angle of  $05^{\circ}48'55''$ , an arc length of 20.30 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $39^{\circ}22'28''$  West, 20.29 feet; thence South  $36^{\circ}28'01''$  West, 130.28 feet to the point of curvature of a curve concave Northwesterly having a radius of 754.50 feet; thence Southwesterly along the arc of said curve, through a central angle of  $04^{\circ}42'47''$ , an arc length of 62.07 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $38^{\circ}49'24''$  West, 62.05 feet; thence Southerly along the arc of a curve concave Easterly having a radius of 40.00 feet, through a central angle of  $65^{\circ}06'19''$ , an arc length of 45.45 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $08^{\circ}37'38''$  West, 43.05 feet; thence South  $66^{\circ}04'32''$  West, along a non-tangent line, 24.61 feet; thence South  $40^{\circ}31'16''$  East, 61.73 feet; thence South  $72^{\circ}01'43''$  East, 29.20 feet; thence South  $71^{\circ}39'04''$  East, 370.50 feet; thence North  $78^{\circ}17'26''$  East, 24.37 feet to a point on a non-tangent curve concave Northeasterly having a radius of 550.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $20^{\circ}29'00''$ , an arc length of 196.63 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $30^{\circ}54'38''$  East, 195.58 feet; thence Southwesterly along the arc of a non-tangent curve concave Northwesterly having a radius of 25.00 feet, through a central angle of  $30^{\circ}15'46''$ , an arc length of 13.20 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $28^{\circ}08'38''$  West, 13.05 feet; thence South  $45^{\circ}03'36''$  East, along a non-tangent line, 98.89 feet to a point on a non-tangent curve concave Northwesterly having a radius of 200.00 feet; thence Southwesterly along the arc of said curve, through a central angle of  $30^{\circ}04'45''$ , an arc length of 105.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $52^{\circ}09'16''$  West, 103.79 feet; thence South  $18^{\circ}59'04''$  East, along a non-tangent line, 161.59 feet; thence North  $71^{\circ}07'08''$  East, 47.68 feet; thence North  $28^{\circ}17'57''$  East, 30.58 feet; thence North  $75^{\circ}17'24''$  East, 79.19 feet; thence North  $84^{\circ}18'09''$  East, 22.32 feet; thence South  $25^{\circ}23'58''$  East, 1549.98 feet to a point lying on the Northerly line of Parcel 2 as described and recorded in Official Records Book 6124, page 141, of said Public Records; thence South  $50^{\circ}40'22''$  West, along said Northerly line, 1157.85 feet to a point on the Westerly line of last said lands; thence South  $00^{\circ}39'18''$  West, along said Westerly line and its southerly prolongation, 781.59 feet; thence South  $75^{\circ}27'11''$  West, 407.59

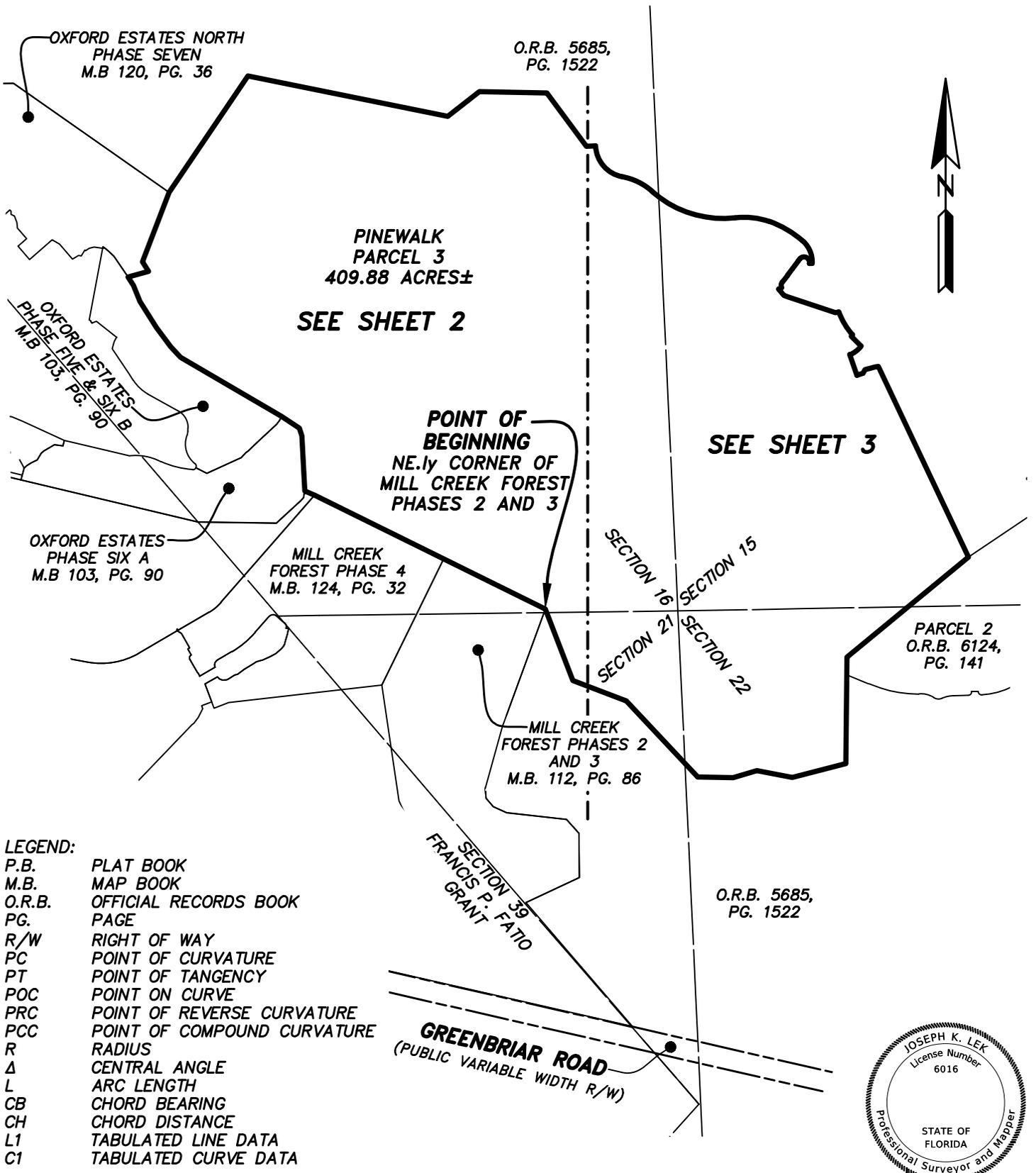
**Pinewalk Parcel 3 (continued)**

feet; thence North  $79^{\circ}17'07''$  West, 267.20 feet; thence South  $73^{\circ}34'35''$  West, 181.10 feet; thence North  $88^{\circ}44'56''$  West, 262.24 feet; thence North  $43^{\circ}19'55''$  West, 767.11 feet; thence North  $69^{\circ}24'17''$  West, 422.93 feet; thence North  $21^{\circ}05'54''$  West, 562.80 feet to the Point of Beginning.

Containing 409.88 acres, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTIONS 15, 16, 21 AND 22, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1522, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



**GENERAL NOTES:**

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE NORTHERLY LINE OF MILL CREEK FOREST PHASES 2 AND 3 AS BEING NORTH 63°50'25" WEST.
- 3) RIGHT OF WAY, SECTION, AND/OR LOT LINES DEPICTED HEREON ARE FOR GRAPHIC REPRESENTATION ONLY.

SHEET 1 OF 4

REVISED MAY 14, 2025 TO AMEND  
MAP AND LEGAL DESCRIPTION.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED  
USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS  
DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE  
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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Certificate of Authorization No: LB 3624

SCALE: 1"=1000'

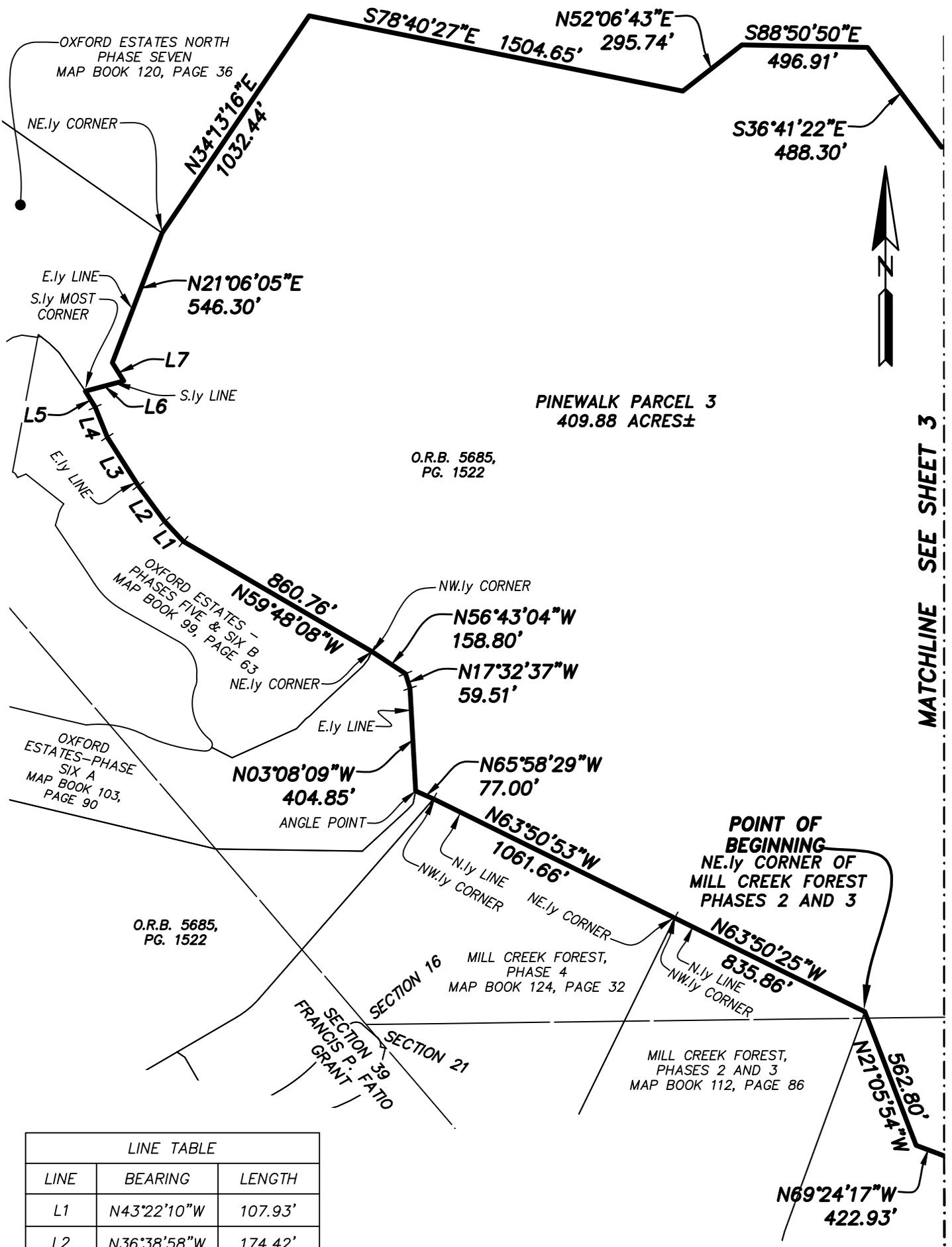
DATE: MAY 15, 2025

**JOSEPH K. LEK**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 6016

*Joseph K. Lek*

A PORTION OF SECTIONS 15, 16, 21 AND 22, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1522, OF THE PUBLIC RECORDS OF SAID COUNTY.

O.R.B. 5685,  
PG. 1522



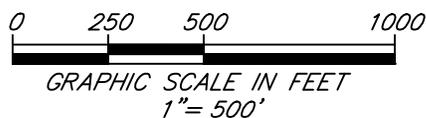
PINEWALK PARCEL 3  
409.88 ACRES±

O.R.B. 5685,  
PG. 1522

O.R.B. 5685,  
PG. 1522

MATCHLINE SEE SHEET 3

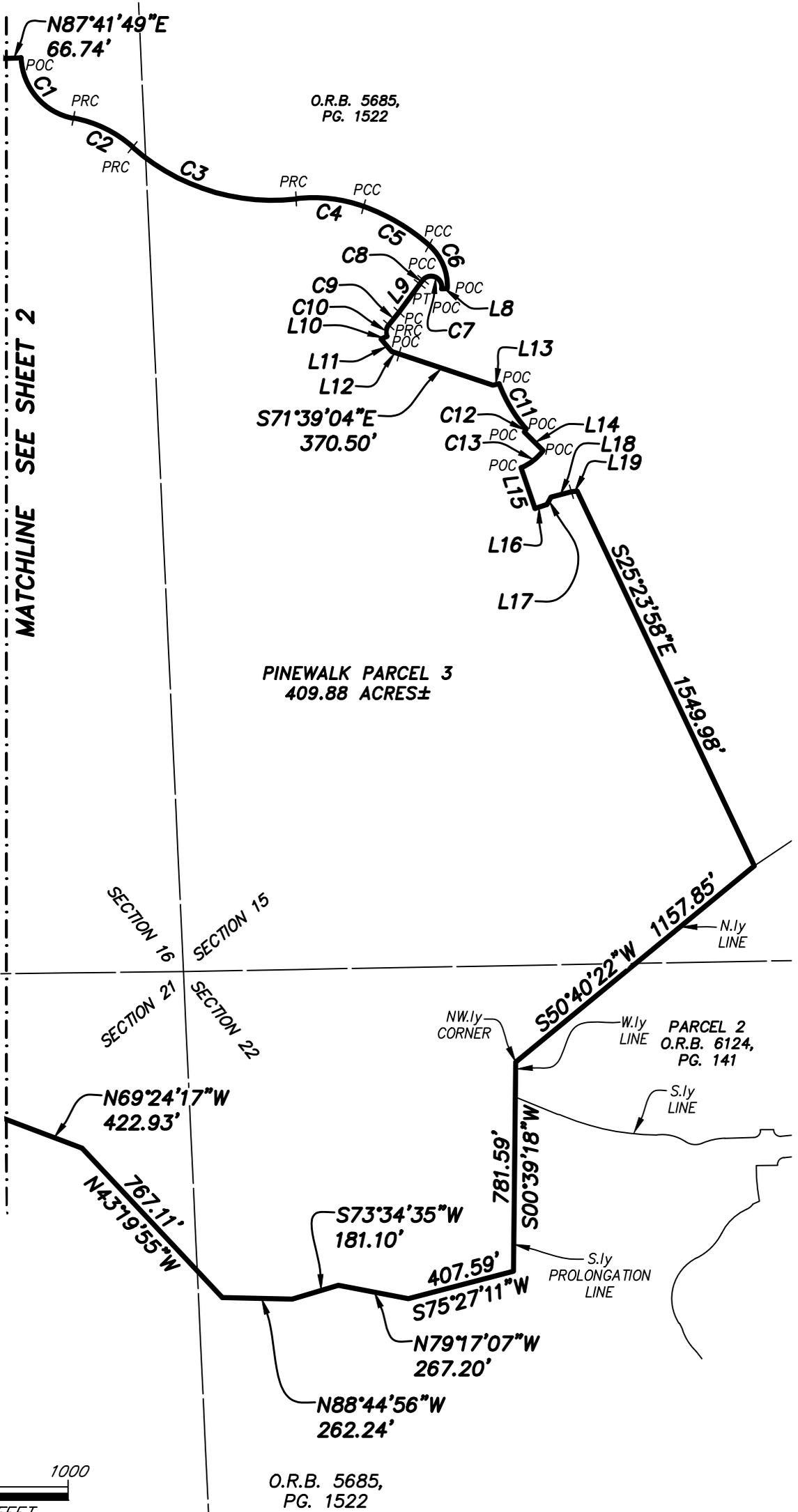
LINE TABLE		
LINE	BEARING	LENGTH
L1	N43°22'10"W	107.93'
L2	N36°38'58"W	174.42'
L3	N32°42'10"W	227.41'
L4	N22°07'20"W	127.04'
L5	N31°34'10"W	74.21'
L6	N75°06'53"E	156.65'
L7	N32°17'23"W	84.41'



SHEET 2 OF 4  
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES.

PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3624

A PORTION OF SECTIONS 15, 16, 21, AND 22, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1522, OF THE PUBLIC RECORDS OF SAID COUNTY.



SHEET 3 OF 4  
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES.  
SEE SHEET 4 FOR TABULATED LINE AND CURVE DATA.

PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3624

**A PORTION OF SECTIONS 15, 16, 21 AND 22, TOWNSHIP 5 SOUTH,  
RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF  
THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK  
5685, PAGE 1522, OF THE PUBLIC RECORDS OF SAID COUNTY.**

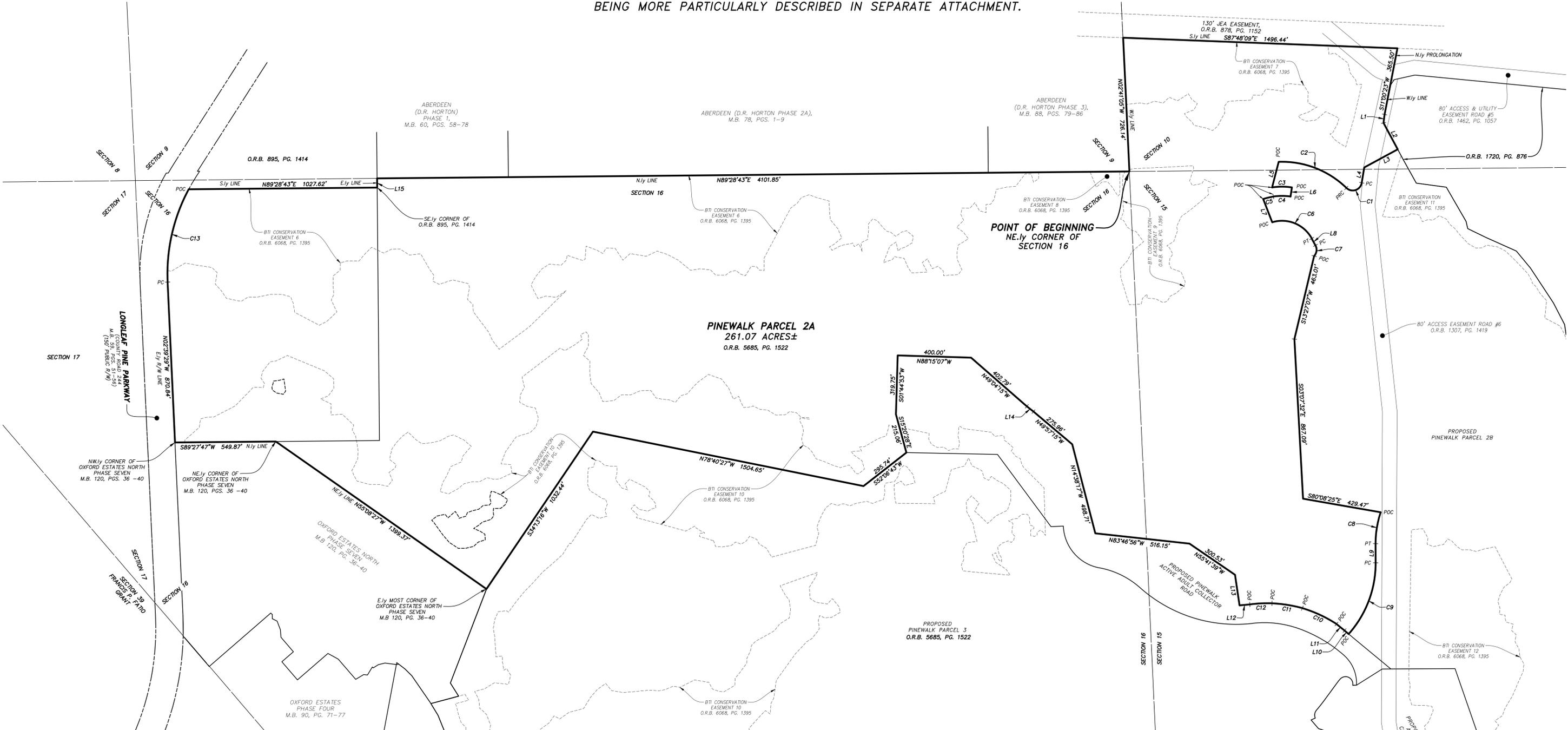
CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	240.00'	77°21'09"	324.01'	S40°58'46"E	299.96'
C2	460.00'	31°09'07"	250.10'	S64°04'47"E	247.03'
C3	790.00'	48°04'01"	662.75'	S72°32'14"E	643.49'
C4	560.00'	26°17'02"	256.90'	S83°25'43"E	254.65'
C5	760.00'	21°37'24"	286.82'	S59°28'29"E	285.12'
C6	200.00'	51°52'06"	181.05'	S22°43'44"E	174.94'
C7	40.00'	147°25'33"	102.92'	N64°00'18"W	76.79'
C8	200.00'	5°48'55"	20.30'	S39°22'28"W	20.29'
C9	754.50'	4°42'47"	62.07'	S38°49'24"W	62.05'
C10	40.00'	65°06'19"	45.45'	S08°37'38"W	43.05'
C11	550.00'	20°29'00"	196.63'	S30°54'38"E	195.58'
C12	25.00'	30°15'46"	13.20'	S28°08'38"W	13.05'
C13	200.00'	30°04'45"	105.00'	S52°09'16"W	103.79'

LINE TABLE		
LINE	BEARING	LENGTH
L8	S87°43'19"W	20.34'
L9	S36°28'01"W	130.28'
L10	S66°04'32"W	24.61'
L11	S40°31'16"E	61.73'
L12	S72°01'43"E	29.20'
L13	N78°17'26"E	24.37'
L14	S45°03'36"E	98.89'
L15	S18°59'04"E	161.59'
L16	N71°07'08"E	47.68'
L17	N28°17'57"E	30.58'
L18	N75°17'24"E	79.19'
L19	N84°18'09"E	22.32'

# **EXHIBIT 4B**

# SKETCH AND DESCRIPTION

A PORTION OF SECTIONS 10, 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 27 EAST, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1522, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



**PINEWALK PARCEL 2A**  
261.07 ACRES±  
O.R.B. 5685, PG. 1522

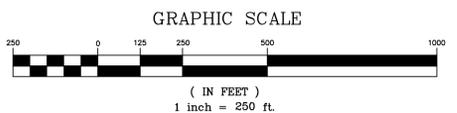
**POINT OF BEGINNING**  
NE.ly CORNER OF  
SECTION 16

LINE	BEARING	LENGTH
L1	S07°20'37"W	46.17'
L2	S28°20'02"E	162.90'
L3	S61°39'58"W	207.40'
L4	S09°13'44"W	83.93'
L5	S14°33'02"W	143.24'
L6	S08°26'23"W	49.96'
L7	S21°18'57"E	135.61'
L8	S28°52'59"E	42.29'
L9	S00°13'14"E	103.66'
L10	N50°27'08"W	29.34'
L11	N50°48'50"W	56.59'
L12	S84°50'49"W	56.62'
L13	N08°26'14"W	167.68'
L14	N51°37'40"W	46.00'
L15	N00°31'17"W	50.00'

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	50.00'	124°39'55"	108.79'	S71°33'41"W	88.57'
C2	505.83'	45°57'38"	405.75'	N69°05'10"W	394.96'
C3	367.94'	16°52'21"	108.35'	S89°59'47"E	107.96'
C4	319.99'	16°46'06"	93.65'	S89°58'29"W	93.32'
C5	371.48'	8°48'29"	57.11'	S76°49'51"W	57.05'
C6	185.00'	77°46'56"	251.15'	S67°46'27"E	232.30'
C7	50.00'	71°41'14"	62.56'	S06°57'38"W	58.56'
C8	525.00'	18°56'34"	173.57'	S09°15'03"W	172.78'
C9	575.00'	42°08'38"	422.94'	S20°51'05"W	413.47'
C10	726.05'	16°14'00"	205.71'	N65°13'09"W	205.02'
C11	778.05'	12°19'22"	167.34'	N81°02'34"W	167.01'
C12	733.81'	9°28'53"	121.43'	S87°08'58"W	121.29'
C13	965.00'	31°02'19"	522.77'	N12°51'40"E	516.40'

**LEGEND:**  
 O.R.B. OFFICIAL RECORDS BOOK  
 M.B. MAP BOOK  
 PG./PGS. PAGE(S)  
 R/W RIGHT OF WAY  
 LB LICENSED BUSINESS  
 LS LICENSED SURVEYOR  
 PC POINT OF CURVATURE  
 PT POINT OF TANGENCY  
 POC POINT ON CURVE  
 PRC POINT OF REVERSE CURVATURE  
 L1 TABULATED LINE DATA  
 C1 TABULATED CURVE DATA

**GENERAL NOTES:**  
 1) THIS IS NOT A BOUNDARY SURVEY AND ONLY A MAP OF THE PARCEL LINES FOR PINEWALK PARCEL 2A.  
 2) BEARINGS SHOWN HEREON BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), DERIVING A BEARING OF NORTH 89°28'43" EAST BEING NORTHERLY LINE OF SECTION 16.



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 Certificate of Authorization No.: LB 3624

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SCALE 1"=250'  
 DATE FEBRUARY 3, 2026

JOSEPH K. LEK  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA LS No. 6016  
 Lek@etmsurvey.com

February 3, 2026  
Page 1 of 2

Work Order No. 25-147.03  
File No. 131A-21.03C

### Parcel 2A

A portion of Sections 10, 15 and 16, Township 5 South, Range 27 East, being a portion of those lands described and recorded in Official Records Book 5685, page 1522, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Northeast corner of said Section 16; thence North  $02^{\circ}41'05''$  West, along the Westerly line of said Section 10, a distance of 726.14 feet to a point lying on the Southerly line of the JEA Easement described and recorded in Official Records Book 878, page 1152, of said Public Records; thence South  $87^{\circ}48'09''$  East, departing said Westerly line and along said Southerly line, 1496.44 feet to a point lying on the Northerly prolongation of the Westerly line of those lands described and recorded in Official Records Book 1720, page 876, of said Public Records; thence South  $11^{\circ}00'23''$  West, along said Northerly prolongation and along said Westerly line, 365.50 feet; thence South  $07^{\circ}20'37''$  West, continuing along said Westerly line, 46.17 feet; thence South  $28^{\circ}20'02''$  East, continuing along said Westerly line, 162.90 feet; thence South  $61^{\circ}39'58''$  West, departing said Westerly line, 207.40 feet; thence South  $09^{\circ}13'44''$  West, 83.93 feet to the point of curvature of a curve concave Northerly having a radius of 50.00 feet; thence Westerly along the arc of said curve, through a central angle of  $124^{\circ}39'55''$ , an arc length of 108.79 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $71^{\circ}33'41''$  West, 88.57 feet; thence Westerly along the arc of a curve concave Southerly having a radius of 505.83 feet, through a central angle of  $45^{\circ}57'38''$ , an arc length of 405.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $69^{\circ}05'10''$  West, 394.96 feet; thence South  $14^{\circ}33'02''$  West, along a non-tangent line, 143.24 feet to a point on a non-tangent curve concave Southerly having a radius of 367.94 feet; thence Easterly along the arc of said curve, through a central angle of  $16^{\circ}52'21''$ , an arc length of 108.35 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $89^{\circ}59'47''$  East, 107.96 feet; thence South  $08^{\circ}26'23''$  West, along a non-tangent line, 49.96 feet to a point on a non-tangent curve concave Southerly having a radius of 319.99 feet; thence Westerly along the arc of said curve, through a central angle of  $16^{\circ}46'06''$ , an arc length of 93.65 feet to a point on a non-tangent curve concave Southerly having a radius of 371.48 feet; said arc being subtended by a chord bearing and distance of South  $89^{\circ}58'29''$  West, 93.32 feet; thence Westerly along the arc of said curve, through a central angle of  $08^{\circ}48'29''$ , an arc length of 57.11 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $76^{\circ}49'51''$  West, 57.05 feet; thence South  $21^{\circ}18'57''$  East, along a non-tangent line, 135.61 feet to a point on a non-tangent curve concave Southerly having a radius of 185.00 feet; thence Easterly along the arc of said curve, through a central angle of  $77^{\circ}46'56''$ , an arc length of 251.15 feet to a point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $67^{\circ}46'27''$  East, 232.30 feet; thence South  $28^{\circ}52'59''$  East, 42.29 feet to the point of curvature of a curve concave Westerly having a radius of 50.00 feet; thence Southerly along the arc of said curve, through a central angle of  $71^{\circ}41'14''$ , an arc length of 62.56 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $06^{\circ}57'38''$  West, 58.56 feet; thence South  $13^{\circ}27'07''$  West, along a non-tangent line, 463.01 feet; thence South  $03^{\circ}07'32''$  East, 867.09 feet; thence South  $80^{\circ}08'25''$

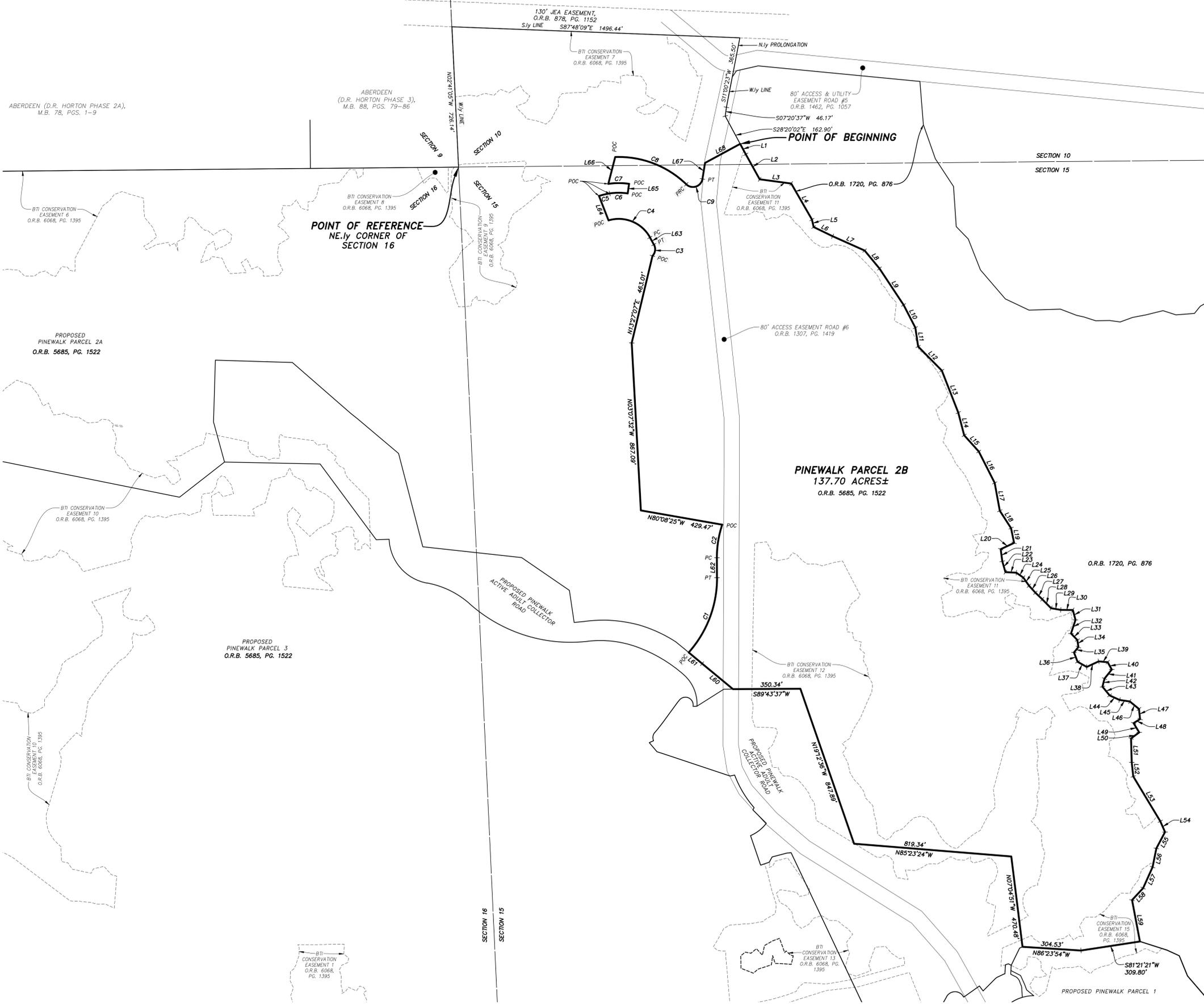
**Parcel 2A (continued)**

East, 429.47 feet to a point on a non-tangent curve concave Easterly having a radius of 525.00 feet; thence Southerly along the arc of said curve, through a central angle of  $18^{\circ}56'34''$ , an arc length of 173.57 feet to a point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $09^{\circ}15'03''$  West, 172.78 feet; thence South  $00^{\circ}13'14''$  East, 103.66 feet to the point of curvature of a curve concave Westerly having a radius of 575.00 feet; thence Southerly along the arc of said curve, through a central angle of  $42^{\circ}08'38''$ , an arc length of 422.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $20^{\circ}51'05''$  West, 413.47 feet; thence North  $50^{\circ}27'08''$  West, along a non-tangent line, 29.34 feet; thence North  $50^{\circ}48'50''$  West, 56.59 feet to a point on a non-tangent curve concave Southwesterly having a radius of 726.05 feet; thence Northwesterly along the arc of said curve, through a central angle of  $16^{\circ}14'00''$ , an arc length of 205.71 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $65^{\circ}13'09''$  West, 205.02 feet to a point on a non-tangent curve concave Southerly having a radius of 778.05 feet; thence Westerly along the arc of said curve, through a central angle of  $12^{\circ}19'22''$ , an arc length of 167.34 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $81^{\circ}02'34''$  West, 167.01 feet to a point on a non-tangent curve concave Southerly having a radius of 733.81 feet; thence Westerly along the arc of said curve, through a central angle of  $09^{\circ}28'53''$ , an arc length of 121.43 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $87^{\circ}08'58''$  West, 121.29 feet; thence South  $84^{\circ}50'49''$  West, along a non-tangent line, 56.62 feet; thence North  $08^{\circ}26'14''$  West, 167.68 feet; thence North  $55^{\circ}41'39''$  West, 300.53 feet; thence North  $83^{\circ}46'56''$  West, 516.15 feet; thence North  $14^{\circ}38'17''$  West, 498.71 feet; thence North  $49^{\circ}57'15''$  West, 275.96 feet; thence North  $51^{\circ}37'40''$  West, 46.00 feet; thence North  $49^{\circ}04'15''$  West, 402.79 feet; thence North  $88^{\circ}15'07''$  West, 400.00 feet; thence South  $01^{\circ}44'53''$  West, 319.75 feet; thence South  $15^{\circ}20'28''$  East, 215.06 feet; thence South  $52^{\circ}06'43''$  West, 295.74 feet; thence North  $78^{\circ}40'27''$  West, 1504.65 feet; thence South  $34^{\circ}13'16''$  West, 1032.44 feet to the Easterly most Corner of Oxford Estates North Phase Seven as depicted in Map Book 120, pages 36 through 40, of said Public Records; thence North  $55^{\circ}08'27''$  West, along the Northeasterly line of last said lands, 1399.37 feet to the Northeasterly corner of last said lands; thence South  $89^{\circ}27'47''$  West, along the Northerly line of last said lands, 549.87 feet to the Northwesterly corner of last said lands, said point also lying on the Easterly right of way line of Longleaf Pine Parkway, County Road No. 244, a 150 foot public right of way, as recorded in Map Book 59, pages 51 through 56, of said Public Records; thence North  $02^{\circ}39'29''$  West, along said Easterly right of way line, 870.84 feet to the point of curvature of a curve concave Easterly having a radius of 965.00 feet; thence Northerly continuing along said Easterly right of way line, and along the arc of said curve, through a central angle of  $31^{\circ}02'19''$ , an arc length of 522.77 feet to a point lying on the Southerly line of those lands described and recorded in Official Records Book 895, page 1414, of said Public Records, said arc being subtended by a chord bearing and distance of North  $12^{\circ}51'40''$  East, 516.40 feet; thence North  $89^{\circ}28'43''$  East, along a non-tangent line, 1027.62 feet to the Southeasterly corner of last said lands; thence North  $00^{\circ}31'17''$  West, along the Easterly line of last said lands, 50.00 feet to its intersection with the Northerly line of said Section 16; thence North  $89^{\circ}28'43''$  East, departing said Easterly line and along said Northerly line, 4101.85 feet to the Point of Beginning.

Containing 261.05 acres, more or less.

# SKETCH AND DESCRIPTION

A PORTION OF SECTIONS 10 AND 15, TOWNSHIP 5 SOUTH, RANGE 27 EAST, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1522, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN A SEPARATE ATTACHMENT.



LINE	BEARING	LENGTH
L1	S28°20'02"E	61.40'
L2	S29°09'50"E	147.89'
L3	S82°18'24"E	165.50'
L4	S30°04'45"E	214.69'
L5	S12°44'42"E	39.78'
L6	S64°14'54"E	109.44'
L7	S66°03'41"E	182.24'
L8	S39°42'21"E	120.67'
L9	S33°34'18"E	226.32'
L10	S27°25'30"E	132.38'
L11	S08°33'24"E	98.37'
L12	S44°41'47"E	174.78'
L13	S21°27'50"E	233.47'
L14	S14°38'52"E	121.21'
L15	S42°09'06"E	113.10'
L16	S27°01'20"E	182.08'
L17	S10°25'12"E	146.24'
L18	S33°01'01"E	107.35'
L19	S11°43'23"E	77.88'
L20	S64°46'50"W	77.00'

LINE	BEARING	LENGTH
L21	S07°42'37"E	62.62'
L22	S16°01'39"E	58.31'
L23	S86°35'47"E	57.03'
L24	S55°14'43"E	43.81'
L25	S35°07'06"E	51.42'
L26	S42°27'13"E	49.23'
L27	S46°32'27"E	48.92'
L28	S44°55'17"E	65.28'
L29	S80°00'59"E	50.86'
L30	S89°10'35"E	63.09'
L31	S15°12'01"E	52.52'
L32	S182°7'04"W	74.43'
L33	S44°33'50"E	47.33'
L34	S08°28'17"E	36.56'
L35	S39°21'19"W	36.19'
L36	S21°07'08"E	51.96'
L37	S60°42'19"E	54.34'
L38	N65°00'29"E	68.12'
L39	S84°58'35"E	47.31'
L40	S29°10'50"E	43.47'

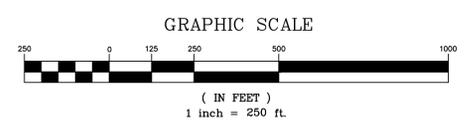
LINE	BEARING	LENGTH
L41	S38°58'47"W	60.42'
L42	S13°50'25"W	42.85'
L43	S39°29'10"E	58.15'
L44	S65°20'21"E	57.12'
L45	S81°56'19"E	53.75'
L46	S50°32'58"E	61.40'
L47	S06°28'47"E	52.80'
L48	S58°16'49"W	39.69'
L49	S31°31'33"E	55.87'
L50	S53°45'12"W	52.95'
L51	S01°46'53"E	123.80'
L52	S06°04'25"E	72.90'
L53	S31°16'18"E	271.06'
L54	S23°47'46"E	61.04'
L55	S28°04'38"W	96.04'
L56	S11°24'23"W	98.50'
L57	S24°22'54"W	119.42'
L58	S43°03'00"W	84.42'
L59	S10°51'25"E	217.94'
L60	N50°29'15"W	207.34'

LINE	BEARING	LENGTH
L61	N50°27'08"W	90.66'
L62	N00°13'14"W	103.66'
L63	N28°52'59"W	42.29'
L64	N21°18'57"W	135.61'
L65	N08°26'23"E	49.96'
L66	N14°33'02"E	143.24'
L67	N09°13'44"E	83.93'
L68	N61°39'58"E	207.40'

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	575.00'	42°08'38"	422.94'	N20°51'05"E	413.47'
C2	525.00'	18°56'34"	173.57'	N09°15'03"E	172.78'
C3	50.00'	71°41'14"	62.56'	N06°57'38"E	58.56'
C4	185.00'	77°46'56"	251.15'	N67°46'27"W	232.30'
C5	371.48'	8°48'29"	57.11'	N76°49'51"E	57.05'
C6	319.99'	16°46'06"	93.65'	N89°58'29"E	93.32'
C7	367.94'	16°52'21"	108.35'	N89°59'47"W	107.96'
C8	505.83'	45°57'38"	405.75'	S69°05'10"E	394.96'
C9	50.00'	124°39'55"	108.79'	N71°33'41"E	88.57'

**GENERAL NOTES:**  
 1) THIS IS A NOT BOUNDARY SURVEY AND ONLY A MAP OF THE PARCEL LINES FOR PINEWALK PARCEL 2B.  
 2) BEARINGS BASED ON THE SOUTHERLY LINE OF OFFICIAL RECORDS BOOK 878, PAGE 1152, AS BEING SOUTH 87°48'09" EAST.

**LEGEND:**  
 O.R.B. OFFICIAL RECORDS BOOK  
 M.B. MAP BOOK  
 PG./PGS. PAGE(S)  
 R/W RIGHT OF WAY  
 LB LICENSED BUSINESS  
 LS LICENSED SURVEYOR  
 PC POINT OF CURVATURE  
 PT POINT OF TANGENCY  
 POC POINT ON CURVE  
 PRC POINT OF REVERSE CURVATURE  
 LI TABULATED LINE DATA  
 CI TABULATED CURVE DATA



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 Certificate of Authorization No.: LB 3624

SCALE 1"=250'  
 DATE JANUARY 28, 2026  
 COUNTY ST. JOHNS ORDER NO.: 25-147.04 FILE NO.: 131A-21.04D  
 JOSEPH K. LEK  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA LS No. 6016  
 Lek@etmsurvey.com

January 28, 2026  
Page 1 of 3

Work Order No. 25-147.04  
File No. 131A-21.04D

### Parcel 2B

A portion of Sections 10 and 15, Township 5 South, Range 27 East, being a portion of those lands described and recorded in Official Records Book 5685, page 1522, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of Section 16, Township 5 South, Range 27 East; thence North  $02^{\circ}41'05''$  West, along the Westerly line of said Section 10, a distance of 726.14 feet to a point lying on the Southerly line of the JEA Easement described and recorded in Official Records Book 878, page 1152, of said Public Records; thence South  $87^{\circ}48'09''$  East, departing said Westerly line and along said Southerly line, 1496.44 feet to a point lying on the Northerly prolongation of the Westerly line of those lands described and recorded in Official Records Book 1720, page 876, of said Public Records; thence South  $11^{\circ}00'23''$  West, along said prolongation and then along said Westerly line, 365.50 feet; thence South  $07^{\circ}20'37''$  West, continuing along said Westerly line, 46.17 feet; thence South  $28^{\circ}20'02''$  East, continuing along said Westerly line, 162.90 feet to the Point of Beginning.

From said Point of Beginning, thence Southerly along said Westerly line of Official Records Book 1720, page 876, the following 59 courses; Course 1, thence South  $28^{\circ}20'02''$  East, 61.40 feet; Course 2, thence South  $29^{\circ}09'50''$  East, 147.89 feet; Course 3, thence South  $82^{\circ}18'24''$  East, 165.50 feet; Course 4, thence South  $30^{\circ}04'45''$  East, 214.69 feet; Course 5, thence South  $12^{\circ}44'42''$  East, 39.78 feet; Course 6, thence South  $64^{\circ}14'54''$  East, 109.44 feet; Course 7, thence South  $66^{\circ}03'41''$  East, 182.24 feet; Course 8, thence South  $39^{\circ}42'21''$  East, 120.67 feet; Course 9, thence South  $33^{\circ}34'18''$  East, 226.32 feet; Course 10, thence South  $27^{\circ}25'30''$  East, 132.38 feet; Course 11, thence South  $08^{\circ}33'24''$  East, 98.37 feet; Course 12, thence South  $44^{\circ}41'47''$  East, 174.78 feet; Course 13, thence South  $21^{\circ}27'50''$  East, 233.47 feet; Course 14, thence South  $14^{\circ}38'52''$  East, 121.21 feet; Course 15, thence South  $42^{\circ}09'06''$  East, 113.10 feet; Course 16, thence South  $27^{\circ}01'20''$  East, 182.08 feet; Course 17, thence South  $10^{\circ}25'12''$  East, 146.24 feet; Course 18, thence South  $33^{\circ}01'01''$  East, 107.35 feet; Course 19, thence South  $11^{\circ}43'23''$  East, 77.88 feet; Course 20, thence South  $64^{\circ}46'50''$  West, 77.00 feet; Course 21, thence South  $07^{\circ}42'37''$  East, 62.62 feet; Course 22, thence South  $16^{\circ}01'39''$  East, 58.31 feet; Course 23, thence South  $86^{\circ}35'47''$  East, 57.03 feet; Course 24, thence South  $55^{\circ}14'43''$  East, 43.81 feet; Course 25, thence South  $35^{\circ}07'06''$  East, 51.42 feet; Course 26, thence South  $42^{\circ}27'13''$  East, 49.23 feet; Course 27, thence South  $46^{\circ}32'27''$  East, 48.92 feet; Course 28, thence South  $44^{\circ}55'17''$  East, 65.28 feet; Course 29, thence South  $80^{\circ}00'59''$  East, 50.86 feet; Course 30, thence South  $89^{\circ}10'35''$  East, 63.09 feet; Course 31, thence South  $15^{\circ}12'01''$  East, 52.52 feet; Course 32, thence South  $18^{\circ}27'04''$  West, 74.43 feet; Course 33, thence South  $44^{\circ}33'50''$  East, 47.33 feet; Course 34, thence South  $08^{\circ}28'17''$  East, 36.56 feet; Course 35, thence South  $39^{\circ}21'19''$  West, 36.19 feet; Course 36, thence South  $21^{\circ}07'08''$  East, 51.96 feet; Course 37, thence South  $60^{\circ}42'19''$  East, 54.34 feet; Course 38, thence North  $65^{\circ}00'29''$  East, 68.12 feet; Course 39, thence South  $84^{\circ}58'35''$  East, 47.31 feet; Course 40, thence South  $29^{\circ}10'50''$  East, 43.47 feet; Course 41, thence South  $38^{\circ}58'47''$  West, 60.42 feet;

**Parcel 2B (continued)**

Course 42, thence South  $13^{\circ}50'25''$  West, 42.85 feet; Course 43, thence South  $39^{\circ}29'10''$  East, 58.15 feet; Course 44, thence South  $65^{\circ}20'21''$  East, 57.12 feet; Course 45, thence South  $81^{\circ}56'19''$  East, 53.75 feet; Course 46, thence South  $50^{\circ}32'58''$  East, 61.40 feet; Course 47, thence South  $06^{\circ}28'47''$  East, 52.80 feet; Course 48, thence South  $58^{\circ}16'49''$  West, 39.69 feet; Course 49, thence South  $31^{\circ}31'33''$  East, 55.87 feet; Course 50, thence South  $53^{\circ}45'12''$  West, 52.95 feet; Course 51, thence South  $01^{\circ}46'53''$  East, 123.80 feet; Course 52, thence South  $06^{\circ}04'25''$  East, 72.90 feet; Course 53, thence South  $31^{\circ}16'18''$  East, 271.06 feet; Course 54, thence South  $23^{\circ}47'46''$  East, 61.04 feet; Course 55, thence South  $28^{\circ}04'38''$  West, 96.04 feet; Course 56, thence South  $11^{\circ}24'23''$  West, 98.50 feet; Course 57, thence South  $24^{\circ}22'54''$  West, 119.42 feet; Course 58, thence South  $43^{\circ}03'00''$  West, 84.42 feet; Course 59, thence South  $10^{\circ}51'25''$  East, 217.94 feet; thence South  $81^{\circ}21'21''$  West, departing said Westerly line, 309.80 feet; thence North  $86^{\circ}23'54''$  West, 304.53 feet; thence North  $07^{\circ}04'51''$  West, 470.48 feet; thence North  $85^{\circ}23'24''$  West, 819.34 feet; thence North  $19^{\circ}12'36''$  West, 847.89 feet; thence South  $89^{\circ}43'37''$  West, 350.34 feet; thence North  $50^{\circ}29'15''$  West, 207.34 feet; thence North  $50^{\circ}27'08''$  West, 90.66 feet to a point on a non-tangent curve concave Westerly having a radius of 575.00 feet; thence Northerly along the arc of said curve, through a central angle of  $42^{\circ}08'38''$ , an arc length of 422.94 feet to point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $20^{\circ}51'05''$  East, 413.47 feet; thence North  $00^{\circ}13'14''$  West, 103.66 feet to the point of curvature of a curve concave Easterly having a radius of 525.00 feet; thence Northerly along the arc of said curve, through a central angle of  $18^{\circ}56'34''$ , an arc length of 173.57 feet to point on said curve, said arc being subtended by a chord bearing and distance of North  $09^{\circ}15'03''$  East, 172.78 feet; thence North  $80^{\circ}08'25''$  West, along a non-tangent line, 429.47 feet; thence North  $03^{\circ}07'32''$  West, 867.09 feet; thence North  $13^{\circ}27'07''$  East, 463.01 feet to a point on a non-tangent curve concave Westerly having a radius of 50.00 feet; thence Northerly along the arc of said curve, through a central angle of  $71^{\circ}41'14''$ , an arc length of 62.56 feet to a point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $06^{\circ}57'38''$  East, 58.56 feet; thence North  $28^{\circ}52'59''$  West, 42.29 feet to the point of curvature of a curve concave Southerly having a radius of 185.00 feet; thence Westerly along the arc of said curve, through a central angle of  $77^{\circ}46'56''$ , an arc length of 251.15 feet to point on said curve, said arc being subtended by a chord bearing and distance of North  $67^{\circ}46'27''$  West, 232.30 feet; thence North  $21^{\circ}18'57''$  West, along a non-tangent line, 135.61 feet to a point on a non-tangent curve concave Southerly having a radius of 371.48 feet; thence Easterly along the arc of said curve, through a central angle of  $08^{\circ}48'29''$ , an arc length of 57.11 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $76^{\circ}49'51''$  East, 57.05 feet to a point on a non-tangent curve concave Southerly having a radius of 319.99 feet; thence Easterly along the arc of said curve, through a central angle of  $16^{\circ}46'06''$ , an arc length of 93.65 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $89^{\circ}58'29''$  East, 93.32 feet; thence North  $08^{\circ}26'23''$  East, along a non-tangent line, 49.96 feet to a point on a non-tangent curve concave Southerly having a radius of 367.94 feet; thence Westerly along the arc of said curve, through a central angle of  $16^{\circ}52'21''$ , an arc length of 108.35 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $89^{\circ}59'47''$  West, 107.96 feet; thence North  $14^{\circ}33'02''$  East, along a non-tangent line, 143.24 feet to a point on a non-tangent curve concave Southerly having a radius of 505.83 feet; thence Easterly along the arc of said curve, through a central angle of  $45^{\circ}57'38''$ , an

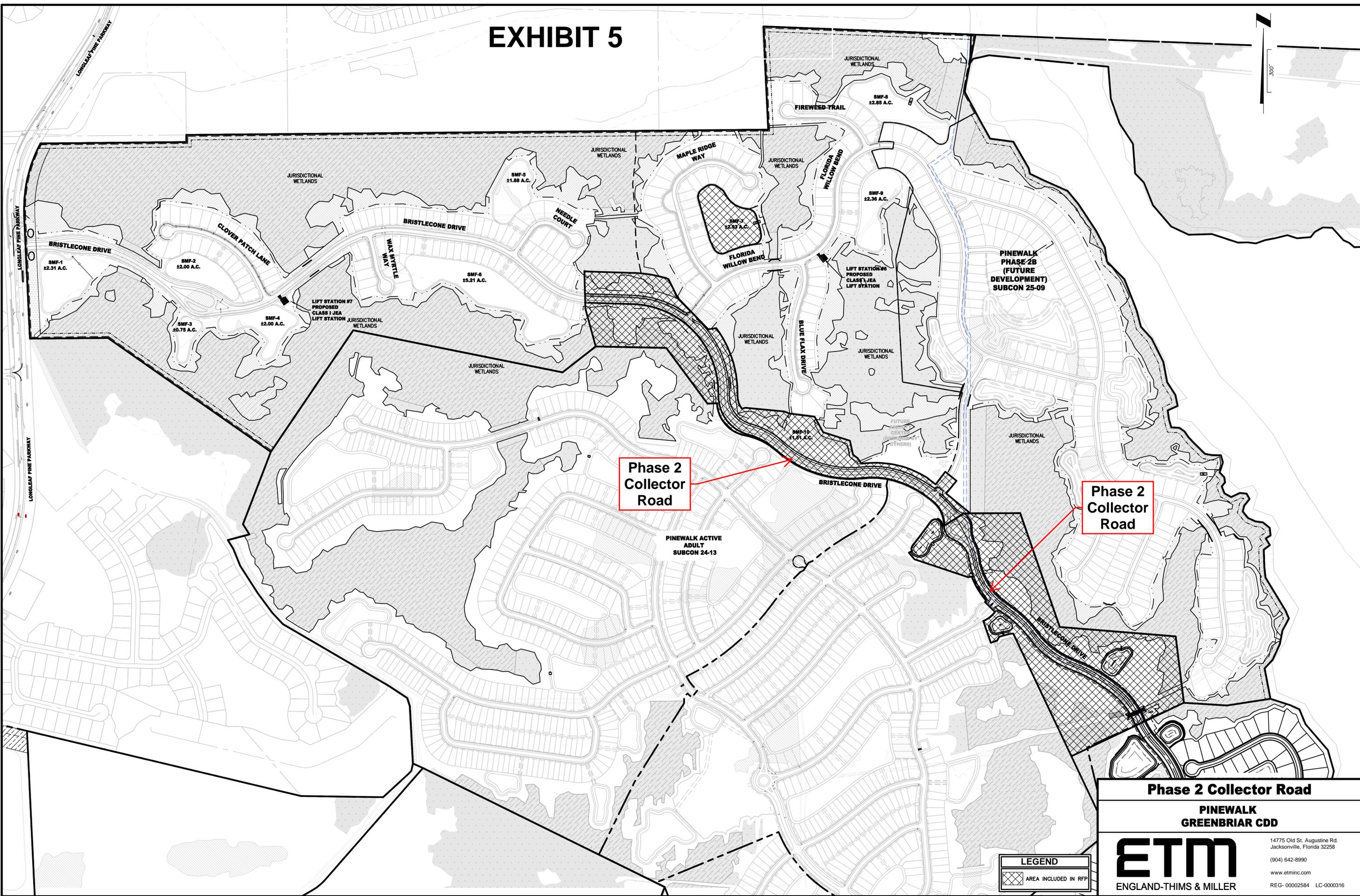
**Parcel 2B (continued)**

arc length of 405.75 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $69^{\circ}05'10''$  East, 394.96 feet; thence Easterly along the arc of a curve concave Northerly having a radius of 50.00 feet, through a central angle of  $124^{\circ}39'55''$ , an arc length of 108.79 feet to a point of tangency, said arc being subtended by a chord bearing and distance of North  $71^{\circ}33'41''$  East, 88.57 feet; thence North  $09^{\circ}13'44''$  East, 83.93 feet; thence North  $61^{\circ}39'58''$  East, 207.40 feet to the Point of Beginning.

Containing 133.70 acres, more or less.

# EXHIBIT 5

300'



Phase 2 Collector Road

Phase 2 Collector Road

**Phase 2 Collector Road**

**PINEWALK GREENBRIAR CDD**

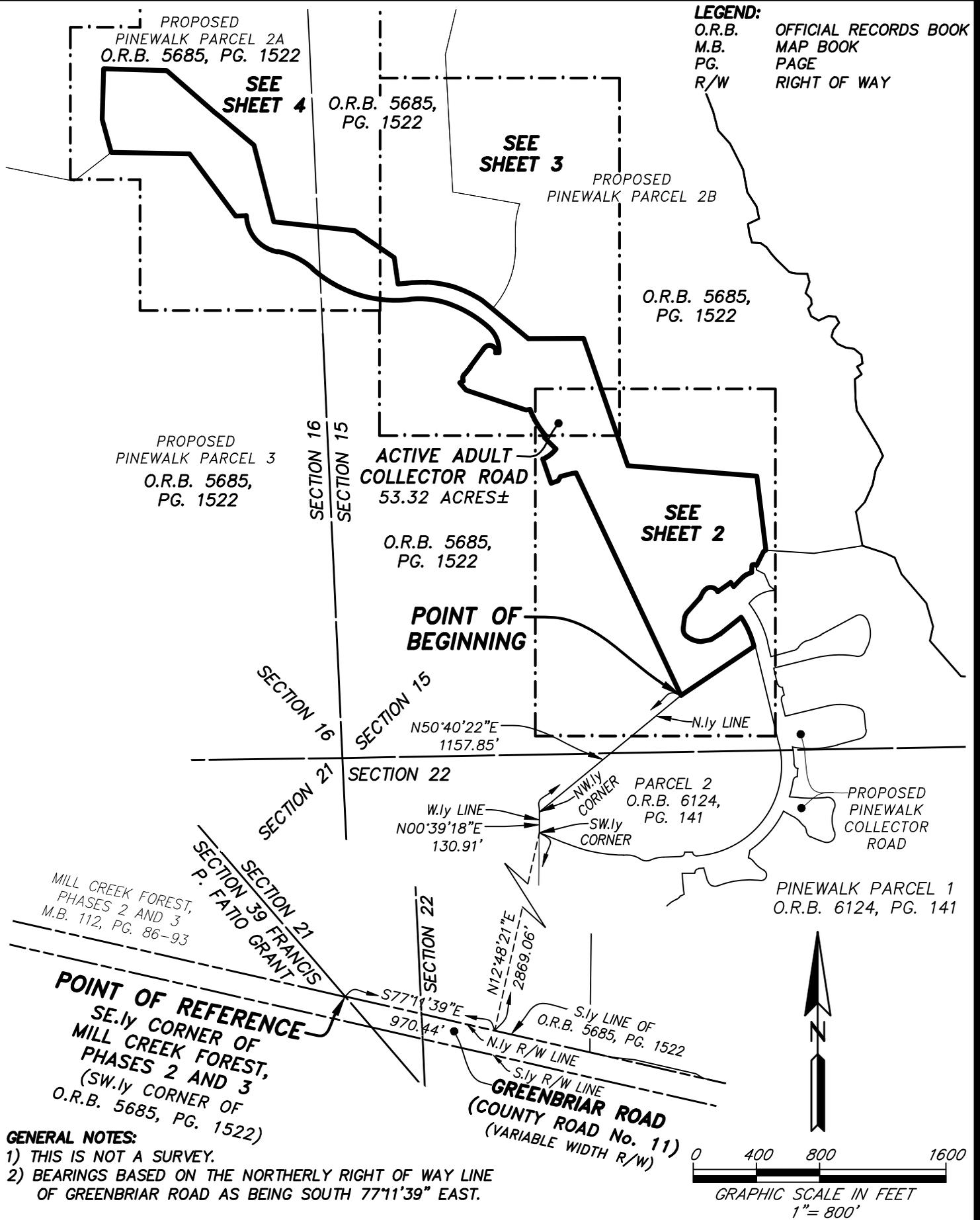
**LEGEND**  
[Cross-hatched box] AREA INCLUDED IN RFP

**ETM**  
ENGLAND-THIMS & MILLER

14775 Old St. Augustine Rd.  
Jacksonville, Florida 32258  
(904) 642-8990  
www.etmnc.com  
REG- 00002584 LC-0000316

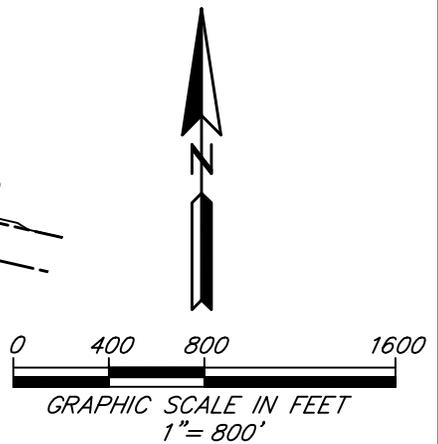
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**SKETCH TO ACCOMPANY DESCRIPTION OF  
A PORTION OF SECTIONS 15, AND 16, TOWNSHIP 5 SOUTH, RANGE 27 EAST,  
ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED  
AND RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1522,  
OF THE PUBLIC RECORDS OF SAID COUNTY,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



**LEGEND:**  
O.R.B. OFFICIAL RECORDS BOOK  
M.B. MAP BOOK  
PG. PAGE  
R/W RIGHT OF WAY

- GENERAL NOTES:**
- 1) THIS IS NOT A SURVEY.
  - 2) BEARINGS BASED ON THE NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD AS BEING SOUTH 77°11'39" EAST.



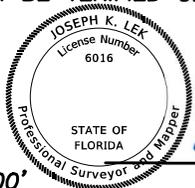
REVISED FEBRUARY 17, 2026 TO AMEND MAP AND LEGAL DESCRIPTION.  
REVISED NOVEMBER 17, 2025 TO AMEND MAP AND LEGAL DESCRIPTION.



Trusted  
Advisors,  
Creating  
Community.

14775 Old St. Augustine Rd. (904) 642-8550  
Jacksonville, Florida 32258 www.etminc.com  
Certificate of Authorization No: LB 3624

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



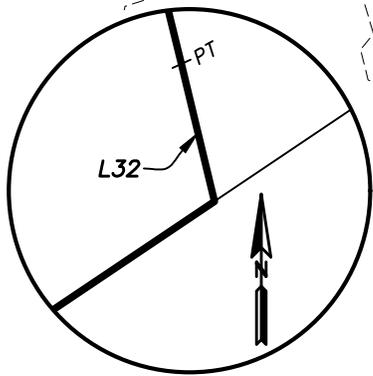
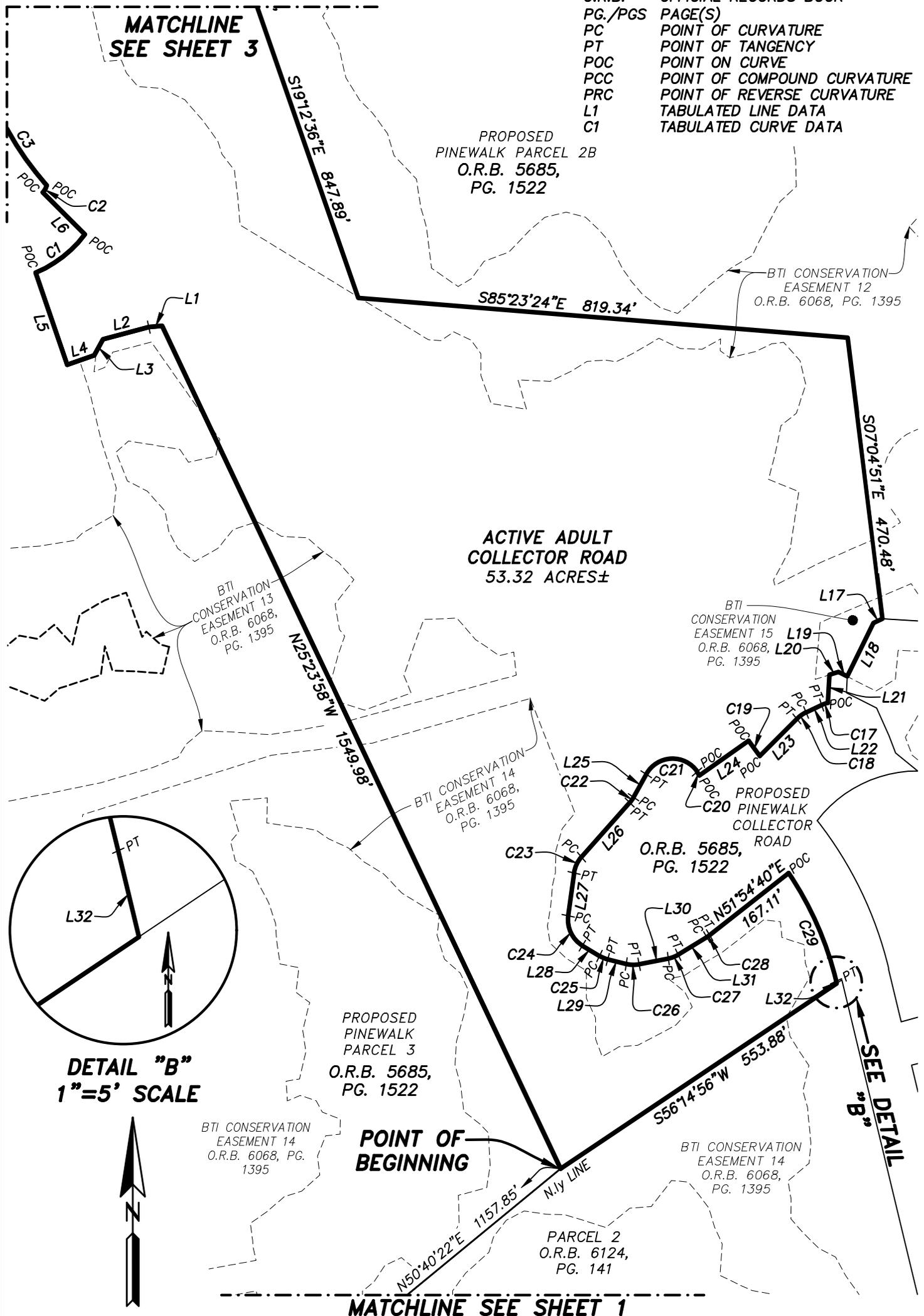
*Joseph K. Lek*

SCALE: 1"=800'  
DATE: OCTOBER 3, 2025  
JOSEPH K. LEK  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 6016

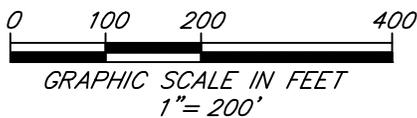
A PORTION OF SECTIONS 15, AND 16, TOWNSHIP 5 SOUTH, RANGE 27 EAST,  
 ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED  
 AND RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1522,  
 OF THE PUBLIC RECORDS OF SAID COUNTY.

**LEGEND:**

- O.R.B. OFFICIAL RECORDS BOOK
- PG./PGS PAGE(S)
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- POC POINT ON CURVE
- PCC POINT OF COMPOUND CURVATURE
- PRC POINT OF REVERSE CURVATURE
- L1 TABULATED LINE DATA
- C1 TABULATED CURVE DATA



**DETAIL "B"**  
 1"=5' SCALE



**SHEET 2 OF 5**  
 SEE SHEET 1 FOR GENERAL NOTES.  
 SEE SHEET 5 FOR LINE TABLES.

PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
 14775 OLD ST. AUGUSTINE ROAD  
 JACKSONVILLE, FL 32258 (904) 642-8550  
 CERTIFICATE OF AUTHORIZATION NO. LB 3624

A PORTION OF SECTIONS 15, AND 16, TOWNSHIP 5 SOUTH, RANGE 27 EAST,  
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- PT POINT OF TANGENCY
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- PCC POINT OF COMPOUND CURVATURE
- PRC POINT OF REVERSE CURVATURE
- L1 TABULATED LINE DATA
- C1 TABULATED CURVE DATA

PROPOSED  
PINEWALK PARCEL 2A  
O.R.B. 5685,  
PG. 1522

PROPOSED  
PINEWALK PARCEL 2B  
O.R.B. 5685,  
PG. 1522

MATCHLINE SEE SHEET 4

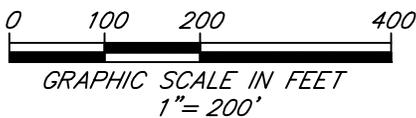
BTI CONSERVATION  
EASEMENT 12  
O.R.B. 6068, PG.  
1395

O.R.B. 5685,  
PG. 1522

ACTIVE ADULT  
COLLECTOR ROAD  
53.32 ACRES±

PROPOSED  
PINEWALK PARCEL 3

MATCHLINE SEE SHEET 2



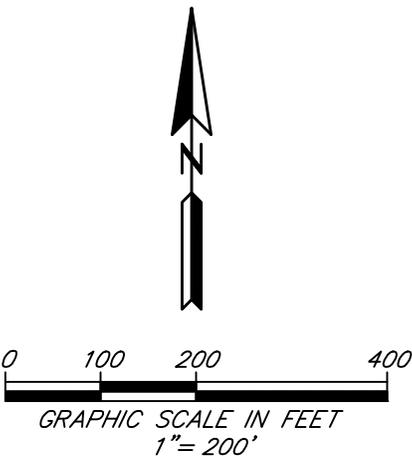
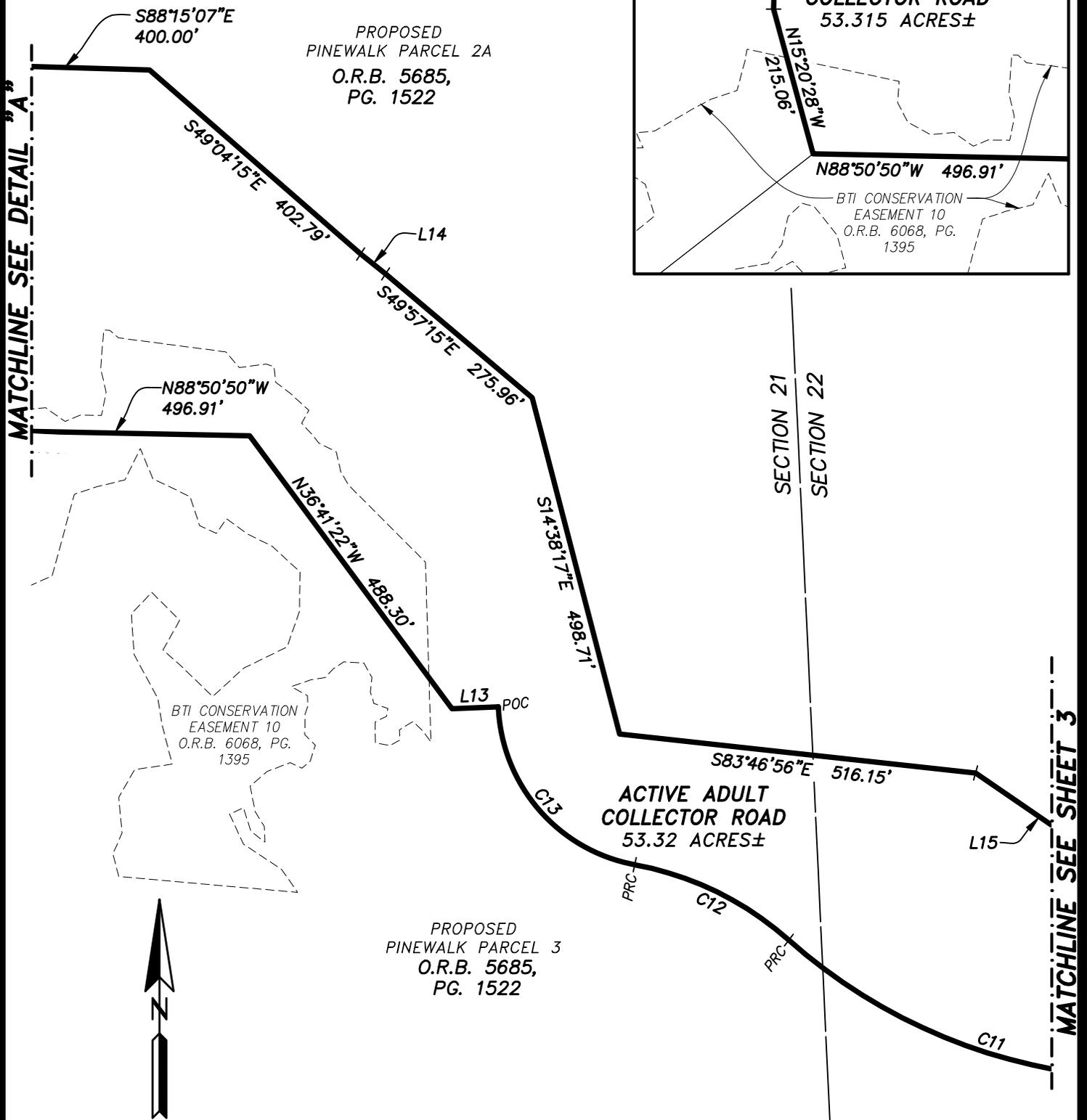
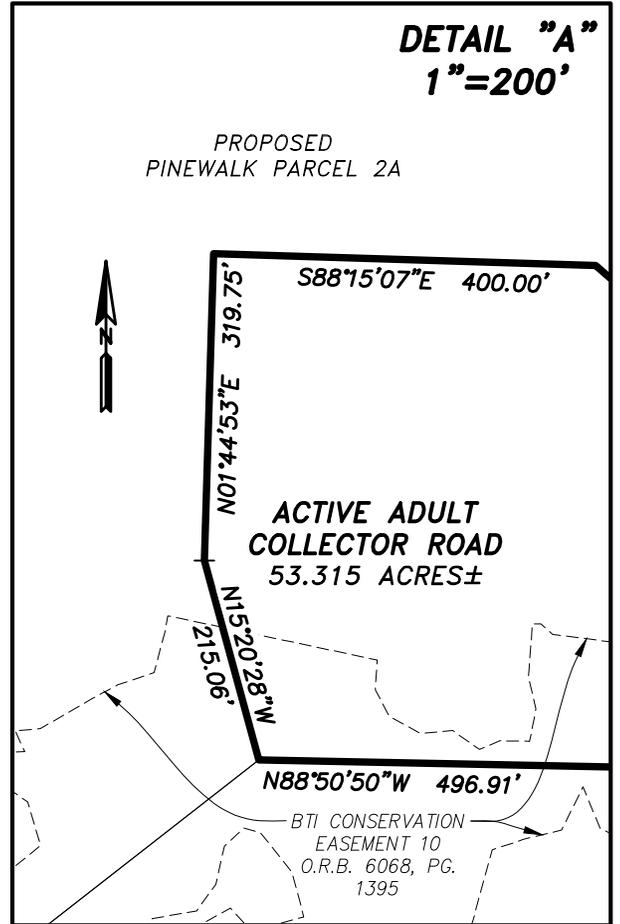
**SHEET 3 OF 5**  
SEE SHEET 1 FOR GENERAL NOTES.  
SEE SHEET 5 FOR LINE TABLES.

PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
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AND RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1522,  
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**LEGEND:**

- O.R.B. OFFICIAL RECORDS BOOK
- PG./PGS PAGE(S)
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- POC POINT ON CURVE
- PCC POINT OF COMPOUND CURVATURE
- PRC POINT OF REVERSE CURVATURE
- L1 TABULATED LINE DATA
- C1 TABULATED CURVE DATA



**SHEET 4 OF 5**

SEE SHEET 1 FOR GENERAL NOTES.  
SEE SHEET 5 FOR LINE TABLES.

PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3624

**A PORTION OF SECTIONS 15, AND 16, TOWNSHIP 5 SOUTH, RANGE 27 EAST,  
ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED  
AND RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1522,  
OF THE PUBLIC RECORDS OF SAID COUNTY.**

LINE TABLE		
LINE	BEARING	LENGTH
L1	S84°18'09"W	22.32'
L2	S75°17'24"W	79.19'
L3	S28°17'57"W	30.58'
L4	S71°07'08"W	47.68'
L5	N18°59'04"W	161.59'
L6	N45°03'36"W	98.89'
L7	S78°17'26"W	24.37'
L8	N72°01'43"W	29.20'
L9	N40°31'16"W	61.73'
L10	N66°04'32"E	24.61'
L11	N36°28'01"E	130.28'
L12	N87°43'19"E	20.34'
L13	S87°41'49"W	66.74'
L14	S51°37'40"E	46.00'
L15	S55°41'39"E	300.53'
L16	N84°50'49"E	56.62'
L17	S65°17'46"W	16.42'
L18	S26°14'22"W	98.88'
L19	N63°09'08"W	16.39'
L20	S72°16'42"W	16.05'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	200.00'	30°04'45"	105.00'	N52°09'16"E	103.79'
C2	25.00'	30°15'46"	13.20'	N28°08'38"E	13.05'
C3	550.00'	20°29'00"	196.63'	N30°54'38"W	195.58'
C4	40.00'	65°06'19"	45.45'	N08°37'38"E	43.05'
C5	754.50'	4°42'47"	62.07'	N38°49'24"E	62.05'
C6	200.00'	5°48'55"	20.30'	N39°22'28"E	20.29'
C7	40.00'	147°25'33"	102.92'	S64°00'18"E	76.79'
C8	200.00'	51°52'06"	181.05'	N22°43'44"W	174.94'
C9	760.00'	21°37'24"	286.82'	N59°28'29"W	285.12'
C10	560.00'	26°17'02"	256.90'	N83°25'43"W	254.65'
C11	790.00'	48°04'01"	662.75'	N72°32'14"W	643.49'
C12	460.00'	31°09'07"	250.10'	N64°04'47"W	247.03'
C13	240.00'	77°21'09"	324.01'	N40°58'46"W	299.96'
C14	733.81'	9°28'53"	121.43'	N87°08'58"E	121.29'
C15	778.05'	12°19'22"	167.34'	S81°02'34"E	167.01'
C16	726.05'	16°14'00"	205.71'	S65°13'09"E	205.02'
C17	50.00'	12°25'33"	10.84'	S70°50'15"W	10.82'
C18	55.00'	19°29'11"	18.71'	S54°52'53"W	18.62'
C19	560.00'	3°13'36"	31.54'	N36°39'39"W	31.53'
C20	660.10'	0°36'21"	6.98'	N34°44'40"W	6.98'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S03°06'29"W	46.79'
L22	S64°37'28"W	28.93'
L23	S45°08'17"W	87.40'
L24	S54°57'09"W	100.00'
L25	S29°14'52"W	43.72'
L26	S41°38'53"W	121.25'
L27	S07°51'48"W	71.81'
L28	S58°57'36"E	33.09'
L29	S76°10'13"E	31.78'
L30	N78°55'18"E	49.66'
L31	N58°33'16"E	55.82'
L32	S13°33'42"E	3.68'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C21	50.00'	116°18'24"	101.50'	S87°24'04"W	84.95'
C22	50.00'	12°24'01"	10.82'	S35°26'53"W	10.80'
C23	50.00'	33°47'05"	29.48'	S24°45'21"W	29.06'
C24	50.00'	66°49'25"	58.31'	S25°32'54"E	55.07'
C25	50.00'	17°12'37"	15.02'	S67°33'55"E	14.96'
C26	50.00'	24°54'29"	21.74'	S88°37'28"E	21.57'
C27	50.00'	20°22'02"	17.77'	N68°44'17"E	17.68'
C28	50.00'	6°38'35"	5.80'	N55°13'58"E	5.79'
C29	550.00'	20°34'34"	197.52'	S23°50'59"E	196.46'

Revised February 17, 2026  
Revised November 17, 2025  
October 3, 2025  
Page 1 of 4

Work Order No. 25-091.03  
File No. 131D-11.03A

### Active Adult Collector Road

A portion of Sections 15 and 16, Township 5 South, Range 27 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 5685, page 1522, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly corner of Mill Creek Forest, Phases 2 and 3, a plat recorded in Map Book 112, page 86 through 93, of said Public Records, said corner being the Southwesterly corner of said Official Records Book 5685, page 1522, and lying on the Northerly right of way line of Greenbriar Road (County Road No. 11), a variable width right of way as presently established; thence South  $77^{\circ}11'39''$  East, along the Southerly line of said Official Records Book 5685, page 1522, and along said Northerly right of way line, 970.44 feet; thence North  $12^{\circ}48'21''$  East, departing last said lines, 2869.06 feet to the Southwesterly corner of Parcel 2, as described and recorded in Official Records Book 6124, page 141, of said Public Records; thence North  $00^{\circ}39'18''$  East, along the Westerly line of said Parcel 2, a distance of 130.91 feet to the Northwesterly corner thereof; thence North  $50^{\circ}40'22''$  East, along the Northerly line of said Parcel 2, a distance of 1157.85 feet to the Point of Beginning.

From said Point of Beginning, thence North  $25^{\circ}23'58''$  West, departing said Northerly line, 1549.98 feet; thence South  $84^{\circ}18'09''$  West, 22.32 feet; thence South  $75^{\circ}17'24''$  West, 79.19 feet; thence South  $28^{\circ}17'57''$  West, 30.58 feet; thence South  $71^{\circ}07'08''$  West, 47.68 feet; thence North  $18^{\circ}59'04''$  West, 161.59 feet to a point on a non-tangent curve concave Northwesterly having a radius of 200.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $30^{\circ}04'45''$ , an arc length of 105.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $52^{\circ}09'16''$  East, 103.79 feet; thence North  $45^{\circ}03'36''$  West, along a non-tangent line, 98.89 feet to a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $30^{\circ}15'46''$ , an arc length of 13.20 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $28^{\circ}08'38''$  East, 13.05 feet; thence Northwesterly along the arc of a non-tangent curve concave Northeasterly having a radius of 550.00 feet, through a central angle of  $20^{\circ}29'00''$ , an arc length of 196.63 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $30^{\circ}54'38''$  West, 195.58 feet; thence South  $78^{\circ}17'26''$  West, along a non-tangent line, 24.37 feet; thence North  $71^{\circ}39'04''$  West, 370.50 feet; thence North  $72^{\circ}01'43''$  West, 29.20 feet; thence North  $40^{\circ}31'16''$  West, 61.73 feet; thence North  $66^{\circ}04'32''$  East, 24.61 feet to a point on a non-tangent curve concave Easterly having a radius of 40.00 feet; thence Northerly along the arc of said curve, through a central angle of  $65^{\circ}06'19''$ , an arc length of 45.45 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $08^{\circ}37'38''$  East, 43.05 feet; thence Northeasterly along the arc of a curve

**Active Adult Collector Road (continued)**

concave Northwesterly having a radius of 754.50 feet, through a central angle of  $04^{\circ}42'47''$ , an arc length of 62.07 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $38^{\circ}49'24''$  East, 62.05 feet; thence North  $36^{\circ}28'01''$  East, 130.28 feet to the point of curvature of a curve concave Southeasterly having a radius of 200.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $05^{\circ}48'55''$ , an arc length of 20.30 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North  $39^{\circ}22'28''$  East, 20.29 feet; thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 40.00 feet, through a central angle of  $147^{\circ}25'33''$ , an arc length of 102.92 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $64^{\circ}00'18''$  East, 76.79 feet; thence North  $87^{\circ}43'19''$  East, along a non-tangent line, 20.34 feet to a point on a non-tangent curve concave Southwesterly having a radius of 200.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $51^{\circ}52'06''$ , an arc length of 181.05 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North  $22^{\circ}43'44''$  West, 174.94 feet; thence Northwesterly along the arc of a curve concave Southwesterly having a radius of 760.00 feet, through a central angle of  $21^{\circ}37'24''$ , an arc length of 286.82 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North  $59^{\circ}28'29''$  West, 285.12 feet; thence Westerly along the arc of a curve concave Southerly having a radius of 560.00 feet, through a central angle of  $26^{\circ}17'02''$ , an arc length of 256.90 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $83^{\circ}25'43''$  West, 254.65 feet; thence Westerly along the arc of a curve concave Northerly having a radius of 790.00 feet, through a central angle of  $48^{\circ}04'01''$ , an arc length of 662.75 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $72^{\circ}32'14''$  West, 643.49 feet; thence Northwesterly along the arc of a curve concave Southwesterly having a radius of 460.00 feet, through a central angle of  $31^{\circ}09'07''$ , an arc length of 250.10 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $64^{\circ}04'47''$  West, 247.03 feet; thence Northwesterly along the arc of a curve concave Northeasterly having a radius of 240.00 feet, through a central angle of  $77^{\circ}21'09''$ , an arc length of 324.01 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $40^{\circ}58'46''$  West, 299.96 feet; thence South  $87^{\circ}41'49''$  West, along a non-tangent line, 66.74 feet; thence North  $36^{\circ}41'22''$  West, 488.30 feet; thence North  $88^{\circ}50'50''$  West, 496.91 feet; thence North  $15^{\circ}20'28''$  West, 215.06 feet; thence North  $01^{\circ}44'53''$  East, 319.75 feet; thence South  $88^{\circ}15'07''$  East, 400.00 feet; thence South  $49^{\circ}04'15''$  East, 402.79 feet; thence South  $51^{\circ}37'40''$  East, 46.00 feet; thence South  $49^{\circ}57'15''$  East, 275.96 feet; thence South  $14^{\circ}38'17''$  East, 498.71 feet; thence South  $83^{\circ}46'56''$  East, 516.15 feet; thence South  $55^{\circ}41'39''$  East, 300.53 feet; thence South  $08^{\circ}26'14''$  East, 167.68 feet; thence North  $84^{\circ}50'49''$  East, 56.62 feet to a point on a non-tangent curve concave Southerly having a radius of 733.81 feet; thence Easterly along the arc of said curve, through a central angle of  $09^{\circ}28'53''$ , an arc length of 121.43 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $87^{\circ}08'58''$  East, 121.29 feet; thence Easterly along the arc of a non-tangent curve concave Southerly having a radius of 778.05 feet, through a central angle of  $12^{\circ}19'22''$ , an arc length of 167.34 feet to a point on said

**Active Adult Collector Road (continued)**

curve, said arc being subtended by a chord bearing and distance of South 81°02'34" East, 167.01 feet; thence Southeasterly along the arc of a non-tangent curve concave Southwesterly having a radius of 726.05 feet, through a central angle of 16°14'00", an arc length of 205.71 feet to point on said curve, said arc being subtended by a chord bearing and distance of South 65°13'09" East, 205.02 feet; thence South 50°48'50" East, along a non-tangent line, 56.59 feet; thence South 50°27'08" East, 120.00 feet; thence South 50°29'15" East, 207.34 feet; thence North 89°43'37" East, 350.34 feet; thence South 19°12'36" East, 847.89 feet; thence South 85°23'24" East, 819.34 feet; thence South 07°04'51" East, 470.48 feet; thence South 65°17'46" West, 16.42 feet; thence South 26°14'22" West, 98.88 feet; thence North 63°09'08" West, 16.39 feet; thence South 72°16'42" West, 16.05 feet; thence South 03°06'29" West, 46.79 feet to a point on a non-tangent curve concave Southerly having a radius of 50.00 feet; thence Westerly along the arc of said curve, through a central angle of 12°25'33", an arc length of 10.84 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 70°50'15" West, 10.82 feet; thence South 64°37'28" West, 28.93 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 19°29'11", an arc length of 18.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 54°52'53" West, 18.62 feet; thence South 45°08'17" West, 87.40 feet to a point on a non-tangent curve concave Northeasterly having a radius of 560.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 03°13'36", an arc length of 31.54 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 36°39'39" West, 31.53 feet; thence South 54°57'09" West, along a non-tangent line, 100.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 660.10 feet; thence Northwesterly along the arc of said curve, through a central angle of 00°36'21", an arc length of 6.98 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 34°44'40" West, 6.98 feet; thence Westerly along a non-tangent curve concave Southerly having a radius of 50.00 feet, through a central angle of 116°18'24", an arc length of 101.50 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 87°24'04" West, 84.95 feet; thence South 29°14'52" West, 43.72 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 12°24'01", an arc length of 10.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 35°26'53" West, 10.80 feet; thence South 41°38'53" West, 121.25 feet to the point of curvature of a curve concave Southeasterly having a radius of 50.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 33°47'05", an arc length of 29.48 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 24°45'21" West, 29.06 feet; thence South 07°51'48" West, 71.81 feet to the point of curvature of a curve concave Northeasterly having a radius of 50.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 66°49'25", an arc length of 58.31 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°32'54" East, 55.07 feet; thence South 58°57'36" East, 33.09 feet to the point of curvature of a curve concave Northerly having a radius of 50.00 feet; thence Easterly along the arc of said curve, through a central angle of 17°12'37", an arc length of 15.02 feet to the point of tangency of

**Active Adult Collector Road (continued)**

said curve, said arc being subtended by a chord bearing and distance of South  $67^{\circ}33'55''$  East, 14.96 feet; thence South  $76^{\circ}10'13''$  East, 31.78 feet to the point of curvature of a curve concave Northerly having a radius of 50.00 feet; thence Easterly along the arc of said curve, through a central angle of  $24^{\circ}54'29''$ , an arc length of 21.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $88^{\circ}37'28''$  East, 21.57 feet; thence North  $78^{\circ}55'18''$  East, 49.66 feet to the point of curvature of a curve concave Northerly having a radius of 50.00 feet; thence Easterly along the arc of said curve, through a central angle of  $20^{\circ}22'02''$ , an arc length of 17.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $68^{\circ}44'17''$  East, 17.68 feet; thence North  $58^{\circ}33'16''$  East, 55.82 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $06^{\circ}38'35''$ , an arc length of 5.80 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $55^{\circ}13'58''$  East, 5.79 feet; thence North  $51^{\circ}54'40''$  East, 167.11 feet to a point on a non-tangent curve concave Southwesterly having a radius of 550.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $20^{\circ}34'34''$ , an arc length of 197.52 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $23^{\circ}50'59''$  East, 196.46 feet; thence South  $13^{\circ}33'42''$  East, 3.68 feet to a point lying on said Northerly line of Parcel 2; thence South  $56^{\circ}14'56''$  West, along said Northerly line, 553.88 feet to the Point of Beginning.

Containing 53.32 acres, more or less.

# **GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**12**

# GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

## Preliminary Second Supplemental Special Assessment Methodology Report

February 25, 2026



Provided by:

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## **1.0 Introduction**

### **1.1 Purpose**

This Preliminary Second Supplemental Special Assessment Methodology Report (the "Preliminary Second Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated February 6, 2024 and to provide a supplemental financing plan and a supplemental special assessment methodology for Assessment Area Two (to be defined later herein), for a portion of the Greenbriar Community Development District (the "District"), located in St. Johns County, Florida. This Preliminary Second Supplemental Report was developed in relation to funding by the District of the public infrastructure improvements (the "Capital Improvement Plan" or "CIP") contemplated to be provided by the District in conjunction with Assessment Area Two (the "Phase 2 Project").

### **1.2 Scope of the Preliminary Second Supplemental Report**

This Preliminary Second Supplemental Report presents the projections for financing a portion of the District's Capital Improvement Plan described in the Engineer's Report developed by England, Thims and Miller, Inc. (the "District Engineer") and dated February 6, 2024 and as supplemented on February 24, 2026 by the Supplemental/Phase 2 Engineer's Report for the Phase 2 Project (together, the "Engineer's Report"), 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 Phase 2 Project. The physical area where the units are projected to be developed is referred to herein as "Assessment Area Two."

### **1.3 Special Benefits and General Benefits**

Public Infrastructure Improvements undertaken and funded by the District as part of the Phase 2 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within the District, including Assessment Area Two, as well as general benefits for properties outside of the District and to the public at large. However, as discussed within this Preliminary Second Supplemental 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 and Assessment Area Two. The District's Phase 2 Project enables properties within the District to be developed.

There is no doubt that the general public and property owners outside of the District will benefit from the provision of the Phase 2 Project. However, these benefits are only incidental since the Phase 2 Project is designed to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the Phase 2 Project and do not depend upon the Phase 2 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which properties within the District receive compared to those lying outside of the District's boundaries.

The Phase 2 Project 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 Assessment Area Two to increase by more than the sum of the financed cost of the individual components of the Assessment Area Two CIP. Even though the exact value of the benefits provided by the Phase 2 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

#### **1.4 Organization of the Report**

*Section Two* describes the development program as proposed by the Developer (as defined below).

*Section Three* provides a summary of the Capital Improvement Plan and the Phase 2 Project as determined by the District Engineer.

*Section Four* discusses the supplemental financing program for Assessment Area Two.

*Section Five* introduces the supplemental special assessment methodology for Assessment Area Two.

## **2.0 Development Program**

### **2.1 Overview**

The District serves the Pinewalk development (the "Development"), a master planned residential development located in St. Johns County, Florida. The land within 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, 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 for a total of 1,953 total residential units.

## **2.2 The Development Program**

The development of Pinewalk is anticipated to be conducted by Greenbriar Property Holdings, LLC (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan for the land within the District envisions a total of 1,862 single-family dwelling units and 91 townhome dwelling units developed in two (2) or more phases, with 1,347 single-family dwelling units and 91 townhome dwelling units constituting the second phase. Table 1 in the *Appendix* illustrates the land development plan within Assessment Area Two.

## **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 CIP needed to serve Assessment Area Two is projected to consist of public infrastructure improvements which will serve all of the lands within Assessment Area Two. The Phase 2 Project needed to serve Assessment Area Two are projected to consist of earthwork (not lot development), stormwater system, water distribution, undergrounding of electric conduit, reclaimed water system, wastewater system, landscape/hardscape, collector road, wetland mitigation, offsite improvements including an entry drive to St. Johns County-Helow Park known as "County Park Access Drive", contingency and professional fees. At the time of this writing, the total cost of the Phase 2 Project is estimated to total \$28,376,100.

Even though the installation of the improvements that compose the CIP is projected to occur in multiple stages coinciding with phases of development within the District, the infrastructure improvements that

compose the CIP – including the Phase 2 Project – 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 the improvements will be interrelated such that they will reinforce one another. As a practical matter, this means that master improvements that are part of the Phase 2 Project may be financed by the Series 2026 Bonds or a future series of bonds. Table 2 in the *Appendix* illustrates the specific components of the CIP and their costs for Assessment Area Two.

## **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. As of the time of writing of this Report, the District will most likely construct improvements, although 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.

The District intends to issue Special Assessment Bonds, Series 2026 (Assessment Area Two) in the estimated principal amount of \$29,760,000\* (the "Series 2026 Bonds") to fund an estimated \$26,812,300\* in Phase 2 Project costs, with the balance of the Phase 2 Project costs anticipated to be contributed by the Developer and/or financed by future bonds.

### **4.2 Types of Bonds Proposed**

The proposed supplemental financing plan for the District provides for the issuance of the Series 2026 Bonds in the total estimated principal amount of \$29,760,000\* to finance a portion of the Phase 2 Project costs in the total amount estimated at \$26,812,300\*, representing the amount of construction proceeds generated from the issuance of the Series 2026 Bonds.

The Series 2026 Bonds as projected under this supplemental financing plan are structured to be amortized in 30 annual installments of principal. Interest payments on the Bonds would be

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\*Preliminary, subject to change

made every May 1 and November 1, and annual principal payments on the Series 2026 Bonds would be made on May 1 or on November 1.

In order to finance the Phase 2 Project costs, the District would need to borrow funds and incur indebtedness in the total amount estimated at \$29,760,000\*. The difference is composed of debt service reserve, and costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

## **5.0 Assessment Methodology**

### **5.1 Overview**

The issuance of the Series 2026 Bonds provides the District with funds necessary to construct/acquire a portion of the Phase 2 Project 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 properties within the boundaries of the District, including Assessment Area Two. General benefits accrue to areas outside of the District, but are only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the Phase 2 Project. All properties in Assessment Area Two receive benefits from the Phase 2 Project, which properties will be assessed for their fair share of debt issued in order to finance the Phase 2 Project, on a first platted (or sold), first assigned basis within Assessment Area Two. The assessments levied by the District on the lands within Assessment Area Two will fully secure the Series 2026 Bonds ("Series 2026 Bond Assessments").

### **5.2 Benefit Allocation**

After the boundary amendment, the current development plan for the District envisions the development of a total of 1,862 single-family dwelling units and 91 townhome dwelling units developed in one or more phases, although phasing, unit numbers and land use types may change throughout the development period. Of the aforementioned residential units, the Phase 2 Project is anticipated to facilitate development of 1,347 single-family dwelling units and 91 townhome dwelling units within Assessment Area Two. Because the number of units to be developed in Assessment Area Two is known,

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\*Preliminary, subject to change

the acreage of Assessment Area Two is known, the anticipation is that the lands within Assessment Area Two will be sold and/or platted before the lands in future phases, and identification of an assessment area at this stage will increase the marketability of the bonds at the lowest possible interest rate, it is fair and reasonable to assign the Series 2026 Bond Assessments to Assessment Area Two. This allocation is consistent with the first platted, first assigned approach in the Master Report.

The public infrastructure included in the CIP – including the Phase 2 Project – will constitute an interrelated system of public infrastructure improvements, which means that all of the improvements will serve each respective project area within the District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other, and their combined benefit will be greater than the sum of their individual benefits. As a practical matter, this means public improvements that are part of the Phase 2 Project and not financed by the Series 2026 Bonds may be constructed by the Developer or funded by a future series of bonds.

As stated previously, the public infrastructure improvements included in the Phase 2 Project have a logical connection to the special and peculiar benefits received by Assessment Area Two, as without such improvements, the development of such properties within the Assessment Area Two would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the designated lands within the Assessment Area Two, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the lands within the Assessment Area Two 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 assessment related to the financed cost of constructing the Phase 2 Project.

In following the Master Report, this Preliminary Second Supplemental Report proposes to allocate the benefit associated with the Phase 2 Project to the different unit types proposed to be developed within Assessment Area Two in proportion to their density of development and intensity of use of 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 Assessment Area Two based on the densities of development and

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

The rationale behind the different ERU values is supported by the fact that generally and on average, units with smaller lot sizes will use and benefit from the improvements which are part of the Phase 2 Project less than units with larger lot sizes, as, for instance, generally and on average units with smaller lot sizes will 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 and appreciation 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 representatives of different unit types from Assessment Area Two.

Table 5 in the *Appendix* presents the apportionment of the Series 2026 Bond Assessments in accordance with the uniform 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** - It is our understanding that all amenities planned for the community will either be “common elements” or owned by the District. No Series 2026 Bond Assessments will be allocated herein to any platted amenities or other platted common areas planned for the development that meet the definition of “common element” in Section 193.0235, Florida Statutes. If the amenities are owned by the District, then they would be governmental property not subject to the Series 2026 Bond Assessments and would be open to the general public, subject to District rules, rates and policies. Should the District discover that a privately-owned amenity has been developed within Assessment Area Two which does not meet the definition of a “common element” in Section 193.0235, Florida Statutes, further assessment proceedings will be necessary to reallocate assessments to such parcel.

**Governmental Property** - If at any time, any portion of the property within the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Series 2026 Bond Assessments thereon), or similarly exempt entity, all future unpaid Series 2026 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

### **5.3 Assigning Debt**

As the land in Assessment Area Two is not yet platted for its intended final use and the precise location of the various product types by lot or parcel is unknown, the Series 2026 Bond Assessments will initially be levied on all of the land in Assessment Area Two on an equal pro-rata gross acre basis and thus the total bonded debt attributable to

the District in the estimated amount of \$29,760,000\* will be preliminarily levied on approximately 804.63 acres at an estimated rate of \$34,525.19\* per gross acre. When the land is platted or sold within Assessment Area Two, the Series 2026 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 Series 2026 Bond Assessments from unplatted gross acres to platted parcels will reduce the amounts of Series 2026 Bond Assessments levied on unplatted gross acres within Assessment Area Two.

In the event unplatted land within Assessment Area Two is sold to a third party (the “Transferred Property”), the Series 2026 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Developer, as applicable, 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 Second Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2026 Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. A true up payment would then be due to the District in accordance with Section 5.6, below. This total Series 2026 Bond Assessments are allocated to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Series 2026 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, improvements undertaken by the District create special and peculiar benefits to the assessable properties within the District,

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\*Preliminary, subject to change

including Assessment Area Two. The District's improvements benefit assessable properties within Assessment Area Two within the District and accrue to all such assessable properties on an ERU basis.

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. increased marketability and value of the property;
- d. improved access to the property;
- e. reduced need for parcel specific recreation improvements;

The improvements which are part of the Phase 2 Project make the land in Assessment Area Two developable and saleable and when implemented jointly as parts of the Phase 2 Project, 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 by the various product types from the improvements is delineated in Table 4 (expressed as the ERU factors) in the *Appendix*.

The apportionment of the Series 2026 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 Assessment Area Two according to reasonable estimates of the special and peculiar benefits derived from the Phase 2 Project.

Accordingly, no acre or parcel of property within Assessment Area Two will be liened for the payment of Series 2026 Bond Assessments 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 Series 2026 Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands within Assessment Area Two after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2026 Bond Assessments to the product types being platted (or re-platted) and the remaining property in accordance with this Report, and cause the Series 2026 Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat results in a greater amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Series 2026 Bond Assessments for all assessed properties within the property, may allocate additional ERUs/densities for a future bond issuance, or may otherwise address such net decrease of the Bond Assessments per ERU as permitted by law.

c. If a Proposed Plat results in a lower amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat and other applicable lands as determined by the District Assessment Consultant to pay a "True-Up Payment" equal to the shortfall in Series 2026 Bond Assessments (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 their sole discretion what amount of ERUs (and thus Series 2026 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 Series 2026 Bond Assessments to pay debt service on the Series 2026 Bonds and the District will 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 Series 2026 Bonds 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 Series 2026 Bond Assessments levied run with the land, and such Series 2026 Bond Assessment liens include any true-up payment. 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 Series 2026 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 Series 2026 Bond Assessments in the estimated amount of \$29,760,000\* are proposed to be levied over Assessment Area Two, more particularly described in Exhibit "A". Excluding any capitalized interest period, debt service assessment shall be paid in thirty (30) annual installments of principal and corresponding semi-annual installments of interest for the Series 2026 Bonds.

## 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 Phase 2 Project. 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 Preliminary Supplemental Report. For additional information on the structure of the Series 2026 Bonds 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.**

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\*Preliminary, subject to change

## 7.0 Appendix

Table 1

### Greenbriar

#### Community Development District

##### Development Plan

Unit Type	Assessment Area Two Number of Units
<b>Multi-Generational</b>	
Townhomes	91
Single Family 50'	125
Single Family 60'	191
Single Family 70'	123
<b>Active Adult</b>	
Single Family 37.5'	284
Single Family 45'	204
Single Family 50'	286
Single Family 60'	134
<b>Total</b>	<b>1,438</b>

Table 2

### Greenbriar

#### Community Development District

##### Capital Improvement Plan - Phase 2 Project

Improvement	Total CIP Costs
<i>Earthwork (not lot development)</i>	\$970,000.00
<i>Stormwater System</i>	\$2,000,000.00
<i>Water Distribution</i>	\$2,250,000.00
<i>Undergrounding of Electric Conduit</i>	\$250,000.00
<i>Reclaimed Water System</i>	\$2,000,000.00
<i>Wastewater System</i>	\$3,000,000.00
<i>Landscape/Hardscape</i>	\$600,000.00
<i>Collector Road</i>	\$9,000,000.00
<i>Wetland Mitigation</i>	\$2,000,000.00
<i>County Park Access Drive</i>	\$1,000,000.00
<i>Contingency</i>	\$3,460,500.00
<i>Professional Fees</i>	\$1,845,600.00
<b>Total</b>	<b>\$28,376,100.00</b>

Table 3

# Greenbriar

## Community Development District

### Preliminary Sources and Uses of Funds - Series 2026

**Sources**

Bond Proceeds:	
Par Amount	\$29,760,000.00
<b>Total Sources</b>	<b>\$29,760,000.00</b>

**Uses**

Project Fund Deposits:	
Project Fund	\$26,812,300.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$2,127,500.00
Capitalized Interest Fund	\$0.00
Delivery Date Expenses:	
Costs of Issuance and Underwriter's Discount	\$820,200.00
<b>Total Uses</b>	<b>\$29,760,000.00</b>

**Financing Assumptions**

- Coupon Rate: 5.85%*
- Term: 30 Years*
- Underwriter's Discount: 2%*
- Cost of Issuance: \$225,000*

Table 4

# Greenbriar

## Community Development District

### Benefit Allocation

Unit Type	Assessment Area Two Number of Units	ERU per Unit	Total ERU
<b>Multi-Generational</b>			
Townhomes	91	0.533	48.53
Single Family 50'	125	1.00	125.00
Single Family 60'	191	1.20	229.20
Single Family 70'	123	1.40	172.20
<b>Active Adult</b>			
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
<b>Total</b>	<b>1,438</b>		<b>1,418.33</b>

Table 5

# Greenbriar

## Community Development District

Series 2026 Bond Assessment Apportionment

Unit Type	Assessment Area Two 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*
<b>Multi-Generational</b>					
Townhomes	91	\$970,989.46	\$1,018,344.54	\$11,190.60	\$851.06
Single Family 50'	125	\$2,500,831.37	\$2,622,796.71	\$20,982.37	\$1,595.74
Single Family 60'	191	\$4,585,524.41	\$4,809,160.05	\$25,178.85	\$1,914.89
Single Family 70'	123	\$3,445,145.30	\$3,613,164.75	\$29,375.32	\$2,234.04
<b>Active Adult</b>					
Single Family 37.5'	284	\$4,261,416.66	\$4,469,245.59	\$15,736.78	\$1,196.81
Single Family 45'	204	\$3,673,221.12	\$3,852,363.81	\$18,884.14	\$1,436.17
Single Family 50'	286	\$5,721,902.19	\$6,000,958.87	\$20,982.37	\$1,595.74
Single Family 60'	134	\$3,217,069.48	\$3,373,965.69	\$25,178.85	\$1,914.89
<b>Total</b>	<b>1,438</b>	<b>\$28,376,100.00</b>	<b>\$29,760,000.00</b>		

\* 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”**

Series 2026 Bond Assessments in the estimated amount of \$29,760,000\* are proposed to be levied over the area described below:

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\*Preliminary, subject to change

May 15, 2025  
Page 1 of 3

Work Order No. 25-091.01  
File No. 131A-35.01A

### Pinewalk Parcel 3

A portion of Sections 15, 16, 21 and 22, Township 5 South, Range 27 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 5685, page 1522, of the Public Records of said county, being more particularly described as follows:

For a Point of Beginning, commence at the Northeasterly corner of Mill Creek Forest Phases 2 and 3, a plat recorded in Map Book 112, page 86, of said Public Records; thence North  $63^{\circ}50'25''$  West, along the Northerly line of said Mill Creek Forest Phases 2 and 3, a distance of 835.86 feet to the Northwesterly corner thereof, said corner also being the Northeasterly corner of Mill Creek Forest Phase 4, a plat recorded in Map Book 124, page 32, of said Public Records; thence North  $63^{\circ}50'53''$  West, along the Northerly line of said Mill Creek Phase 4, a distance of 1061.66 feet to the Northwesterly corner thereof; thence North  $65^{\circ}58'29''$  West, 77.00 feet to an angle point on the Easterly line of Oxford Estates-Phase Six A, a plat recorded in Map Book 103, page 90, of said Public Records; thence Northerly along said Easterly line the following 3 courses: Course 1, thence North  $03^{\circ}08'09''$  West, 404.85 feet; Course 2, thence North  $17^{\circ}32'37''$  West, 59.51 feet; Course 3, thence North  $56^{\circ}43'04''$  West, 158.80 feet to the Northwesterly corner of said Oxford Estates-Phase Six A, said corner also being the Northeasterly corner of Oxford Estates-Phases Five and Six B, a plat recorded in Map Book 99, page 63, of said Public Records; thence Northwesterly along the Easterly line of said Oxford Estates-Phases Five and Six B the following 6 courses: Course 1, thence North  $59^{\circ}48'08''$  West, 860.76 feet; Course 2, thence North  $43^{\circ}22'10''$  West, 107.93 feet; Course 3, thence North  $36^{\circ}38'58''$  West, 174.42 feet; Course 4, thence North  $32^{\circ}42'10''$  West, 227.41 feet; Course 5, thence North  $22^{\circ}07'20''$  West, 127.04 feet; Course 6, thence North  $31^{\circ}34'10''$  West, 74.21 feet to the Southerly most corner of Oxford Estates North Phase Seven, a plat recorded in Map Book 120, page 36, of said Public Records; thence Northerly along the Southerly and Easterly lines of said Oxford Estates North Phase Seven the following 3 courses: Course 1, thence North  $75^{\circ}06'53''$  East, 156.65 feet; Course 2, thence North  $32^{\circ}17'23''$  West, 84.41 feet; Course 3, thence North  $21^{\circ}06'05''$  East, 546.30 feet to the Northeasterly corner thereof; thence North  $34^{\circ}13'16''$  East, 1032.44 feet; thence South  $78^{\circ}40'27''$  East, 1504.65 feet; thence North  $52^{\circ}06'43''$  East, 295.74 feet; thence South  $88^{\circ}50'50''$  East, 496.91 feet; thence South  $36^{\circ}41'22''$  East, 488.30 feet; thence North  $87^{\circ}41'49''$  East, 66.74 feet to a point on a non-tangent curve concave Northeasterly having a radius of 240.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $77^{\circ}21'09''$ , an arc length of 324.01 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $40^{\circ}58'46''$  East, 299.96 feet; thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 460.00 feet, through a central angle of  $31^{\circ}09'07''$ , an arc length of 250.10 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $64^{\circ}04'47''$  East, 247.03 feet; thence Easterly along the arc of a curve concave Northerly having a radius of 790.00 feet, through a central angle of  $48^{\circ}04'01''$ , an arc length of 662.75 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $72^{\circ}32'14''$  East,

**Pinewalk Parcel 3 (continued)**

643.49 feet; thence Easterly along the arc of a curve concave Southerly having a radius of 560.00 feet, through a central angle of  $26^{\circ}17'02''$ , an arc length of 256.90 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South  $83^{\circ}25'43''$  East, 254.65 feet; thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 760.00 feet, through a central angle of  $21^{\circ}37'24''$ , an arc length of 286.82 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South  $59^{\circ}28'29''$  East, 285.12 feet; thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 200.00 feet, through a central angle of  $51^{\circ}52'06''$ , an arc length of 181.05 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $22^{\circ}43'44''$  East, 174.94 feet; thence South  $87^{\circ}43'19''$  West, along a non-tangent line, 20.34 feet to a point on a non-tangent curve concave Southwesterly having a radius of 40.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $147^{\circ}25'33''$ , an arc length of 102.92 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North  $64^{\circ}00'18''$  West, 76.79 feet; thence Southwesterly along the arc of a curve concave Southeasterly having a radius of 200.00 feet, through a central angle of  $05^{\circ}48'55''$ , an arc length of 20.30 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $39^{\circ}22'28''$  West, 20.29 feet; thence South  $36^{\circ}28'01''$  West, 130.28 feet to the point of curvature of a curve concave Northwesterly having a radius of 754.50 feet; thence Southwesterly along the arc of said curve, through a central angle of  $04^{\circ}42'47''$ , an arc length of 62.07 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $38^{\circ}49'24''$  West, 62.05 feet; thence Southerly along the arc of a curve concave Easterly having a radius of 40.00 feet, through a central angle of  $65^{\circ}06'19''$ , an arc length of 45.45 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $08^{\circ}37'38''$  West, 43.05 feet; thence South  $66^{\circ}04'32''$  West, along a non-tangent line, 24.61 feet; thence South  $40^{\circ}31'16''$  East, 61.73 feet; thence South  $72^{\circ}01'43''$  East, 29.20 feet; thence South  $71^{\circ}39'04''$  East, 370.50 feet; thence North  $78^{\circ}17'26''$  East, 24.37 feet to a point on a non-tangent curve concave Northeasterly having a radius of 550.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $20^{\circ}29'00''$ , an arc length of 196.63 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $30^{\circ}54'38''$  East, 195.58 feet; thence Southwesterly along the arc of a non-tangent curve concave Northwesterly having a radius of 25.00 feet, through a central angle of  $30^{\circ}15'46''$ , an arc length of 13.20 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $28^{\circ}08'38''$  West, 13.05 feet; thence South  $45^{\circ}03'36''$  East, along a non-tangent line, 98.89 feet to a point on a non-tangent curve concave Northwesterly having a radius of 200.00 feet; thence Southwesterly along the arc of said curve, through a central angle of  $30^{\circ}04'45''$ , an arc length of 105.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $52^{\circ}09'16''$  West, 103.79 feet; thence South  $18^{\circ}59'04''$  East, along a non-tangent line, 161.59 feet; thence North  $71^{\circ}07'08''$  East, 47.68 feet; thence North  $28^{\circ}17'57''$  East, 30.58 feet; thence North  $75^{\circ}17'24''$  East, 79.19 feet; thence North  $84^{\circ}18'09''$  East, 22.32 feet; thence South  $25^{\circ}23'58''$  East, 1549.98 feet to a point lying on the Northerly line of Parcel 2 as described and recorded in Official Records Book 6124, page 141, of said Public Records; thence South  $50^{\circ}40'22''$  West, along said Northerly line, 1157.85 feet to a point on the Westerly line of last said lands; thence South  $00^{\circ}39'18''$  West, along said Westerly line and its southerly prolongation, 781.59 feet; thence South  $75^{\circ}27'11''$  West, 407.59

**Pinewalk Parcel 3 (continued)**

feet; thence North  $79^{\circ}17'07''$  West, 267.20 feet; thence South  $73^{\circ}34'35''$  West, 181.10 feet; thence North  $88^{\circ}44'56''$  West, 262.24 feet; thence North  $43^{\circ}19'55''$  West, 767.11 feet; thence North  $69^{\circ}24'17''$  West, 422.93 feet; thence North  $21^{\circ}05'54''$  West, 562.80 feet to the Point of Beginning.

Containing 409.88 acres, more or less.

February 3, 2026  
Page 1 of 2

Work Order No. 25-147.03  
File No. 131A-21.03C

### Parcel 2A

A portion of Sections 10, 15 and 16, Township 5 South, Range 27 East, being a portion of those lands described and recorded in Official Records Book 5685, page 1522, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Northeast corner of said Section 16; thence North  $02^{\circ}41'05''$  West, along the Westerly line of said Section 10, a distance of 726.14 feet to a point lying on the Southerly line of the JEA Easement described and recorded in Official Records Book 878, page 1152, of said Public Records; thence South  $87^{\circ}48'09''$  East, departing said Westerly line and along said Southerly line, 1496.44 feet to a point lying on the Northerly prolongation of the Westerly line of those lands described and recorded in Official Records Book 1720, page 876, of said Public Records; thence South  $11^{\circ}00'23''$  West, along said Northerly prolongation and along said Westerly line, 365.50 feet; thence South  $07^{\circ}20'37''$  West, continuing along said Westerly line, 46.17 feet; thence South  $28^{\circ}20'02''$  East, continuing along said Westerly line, 162.90 feet; thence South  $61^{\circ}39'58''$  West, departing said Westerly line, 207.40 feet; thence South  $09^{\circ}13'44''$  West, 83.93 feet to the point of curvature of a curve concave Northerly having a radius of 50.00 feet; thence Westerly along the arc of said curve, through a central angle of  $124^{\circ}39'55''$ , an arc length of 108.79 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $71^{\circ}33'41''$  West, 88.57 feet; thence Westerly along the arc of a curve concave Southerly having a radius of 505.83 feet, through a central angle of  $45^{\circ}57'38''$ , an arc length of 405.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $69^{\circ}05'10''$  West, 394.96 feet; thence South  $14^{\circ}33'02''$  West, along a non-tangent line, 143.24 feet to a point on a non-tangent curve concave Southerly having a radius of 367.94 feet; thence Easterly along the arc of said curve, through a central angle of  $16^{\circ}52'21''$ , an arc length of 108.35 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $89^{\circ}59'47''$  East, 107.96 feet; thence South  $08^{\circ}26'23''$  West, along a non-tangent line, 49.96 feet to a point on a non-tangent curve concave Southerly having a radius of 319.99 feet; thence Westerly along the arc of said curve, through a central angle of  $16^{\circ}46'06''$ , an arc length of 93.65 feet to a point on a non-tangent curve concave Southerly having a radius of 371.48 feet; said arc being subtended by a chord bearing and distance of South  $89^{\circ}58'29''$  West, 93.32 feet; thence Westerly along the arc of said curve, through a central angle of  $08^{\circ}48'29''$ , an arc length of 57.11 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $76^{\circ}49'51''$  West, 57.05 feet; thence South  $21^{\circ}18'57''$  East, along a non-tangent line, 135.61 feet to a point on a non-tangent curve concave Southerly having a radius of 185.00 feet; thence Easterly along the arc of said curve, through a central angle of  $77^{\circ}46'56''$ , an arc length of 251.15 feet to a point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $67^{\circ}46'27''$  East, 232.30 feet; thence South  $28^{\circ}52'59''$  East, 42.29 feet to the point of curvature of a curve concave Westerly having a radius of 50.00 feet; thence Southerly along the arc of said curve, through a central angle of  $71^{\circ}41'14''$ , an arc length of 62.56 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $06^{\circ}57'38''$  West, 58.56 feet; thence South  $13^{\circ}27'07''$  West, along a non-tangent line, 463.01 feet; thence South  $03^{\circ}07'32''$  East, 867.09 feet; thence South  $80^{\circ}08'25''$

**Parcel 2A (continued)**

East, 429.47 feet to a point on a non-tangent curve concave Easterly having a radius of 525.00 feet; thence Southerly along the arc of said curve, through a central angle of  $18^{\circ}56'34''$ , an arc length of 173.57 feet to a point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $09^{\circ}15'03''$  West, 172.78 feet; thence South  $00^{\circ}13'14''$  East, 103.66 feet to the point of curvature of a curve concave Westerly having a radius of 575.00 feet; thence Southerly along the arc of said curve, through a central angle of  $42^{\circ}08'38''$ , an arc length of 422.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $20^{\circ}51'05''$  West, 413.47 feet; thence North  $50^{\circ}27'08''$  West, along a non-tangent line, 29.34 feet; thence North  $50^{\circ}48'50''$  West, 56.59 feet to a point on a non-tangent curve concave Southwesterly having a radius of 726.05 feet; thence Northwesterly along the arc of said curve, through a central angle of  $16^{\circ}14'00''$ , an arc length of 205.71 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $65^{\circ}13'09''$  West, 205.02 feet to a point on a non-tangent curve concave Southerly having a radius of 778.05 feet; thence Westerly along the arc of said curve, through a central angle of  $12^{\circ}19'22''$ , an arc length of 167.34 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $81^{\circ}02'34''$  West, 167.01 feet to a point on a non-tangent curve concave Southerly having a radius of 733.81 feet; thence Westerly along the arc of said curve, through a central angle of  $09^{\circ}28'53''$ , an arc length of 121.43 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $87^{\circ}08'58''$  West, 121.29 feet; thence South  $84^{\circ}50'49''$  West, along a non-tangent line, 56.62 feet; thence North  $08^{\circ}26'14''$  West, 167.68 feet; thence North  $55^{\circ}41'39''$  West, 300.53 feet; thence North  $83^{\circ}46'56''$  West, 516.15 feet; thence North  $14^{\circ}38'17''$  West, 498.71 feet; thence North  $49^{\circ}57'15''$  West, 275.96 feet; thence North  $51^{\circ}37'40''$  West, 46.00 feet; thence North  $49^{\circ}04'15''$  West, 402.79 feet; thence North  $88^{\circ}15'07''$  West, 400.00 feet; thence South  $01^{\circ}44'53''$  West, 319.75 feet; thence South  $15^{\circ}20'28''$  East, 215.06 feet; thence South  $52^{\circ}06'43''$  West, 295.74 feet; thence North  $78^{\circ}40'27''$  West, 1504.65 feet; thence South  $34^{\circ}13'16''$  West, 1032.44 feet to the Easterly most Corner of Oxford Estates North Phase Seven as depicted in Map Book 120, pages 36 through 40, of said Public Records; thence North  $55^{\circ}08'27''$  West, along the Northeasterly line of last said lands, 1399.37 feet to the Northeasterly corner of last said lands; thence South  $89^{\circ}27'47''$  West, along the Northerly line of last said lands, 549.87 feet to the Northwesterly corner of last said lands, said point also lying on the Easterly right of way line of Longleaf Pine Parkway, County Road No. 244, a 150 foot public right of way, as recorded in Map Book 59, pages 51 through 56, of said Public Records; thence North  $02^{\circ}39'29''$  West, along said Easterly right of way line, 870.84 feet to the point of curvature of a curve concave Easterly having a radius of 965.00 feet; thence Northerly continuing along said Easterly right of way line, and along the arc of said curve, through a central angle of  $31^{\circ}02'19''$ , an arc length of 522.77 feet to a point lying on the Southerly line of those lands described and recorded in Official Records Book 895, page 1414, of said Public Records, said arc being subtended by a chord bearing and distance of North  $12^{\circ}51'40''$  East, 516.40 feet; thence North  $89^{\circ}28'43''$  East, along a non-tangent line, 1027.62 feet to the Southeasterly corner of last said lands; thence North  $00^{\circ}31'17''$  West, along the Easterly line of last said lands, 50.00 feet to its intersection with the Northerly line of said Section 16; thence North  $89^{\circ}28'43''$  East, departing said Easterly line and along said Northerly line, 4101.85 feet to the Point of Beginning.

Containing 261.05 acres, more or less.

January 28, 2026  
Page 1 of 3

Work Order No. 25-147.04  
File No. 131A-21.04D

### Parcel 2B

A portion of Sections 10 and 15, Township 5 South, Range 27 East, being a portion of those lands described and recorded in Official Records Book 5685, page 1522, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of Section 16, Township 5 South, Range 27 East; thence North  $02^{\circ}41'05''$  West, along the Westerly line of said Section 10, a distance of 726.14 feet to a point lying on the Southerly line of the JEA Easement described and recorded in Official Records Book 878, page 1152, of said Public Records; thence South  $87^{\circ}48'09''$  East, departing said Westerly line and along said Southerly line, 1496.44 feet to a point lying on the Northerly prolongation of the Westerly line of those lands described and recorded in Official Records Book 1720, page 876, of said Public Records; thence South  $11^{\circ}00'23''$  West, along said prolongation and then along said Westerly line, 365.50 feet; thence South  $07^{\circ}20'37''$  West, continuing along said Westerly line, 46.17 feet; thence South  $28^{\circ}20'02''$  East, continuing along said Westerly line, 162.90 feet to the Point of Beginning.

From said Point of Beginning, thence Southerly along said Westerly line of Official Records Book 1720, page 876, the following 59 courses; Course 1, thence South  $28^{\circ}20'02''$  East, 61.40 feet; Course 2, thence South  $29^{\circ}09'50''$  East, 147.89 feet; Course 3, thence South  $82^{\circ}18'24''$  East, 165.50 feet; Course 4, thence South  $30^{\circ}04'45''$  East, 214.69 feet; Course 5, thence South  $12^{\circ}44'42''$  East, 39.78 feet; Course 6, thence South  $64^{\circ}14'54''$  East, 109.44 feet; Course 7, thence South  $66^{\circ}03'41''$  East, 182.24 feet; Course 8, thence South  $39^{\circ}42'21''$  East, 120.67 feet; Course 9, thence South  $33^{\circ}34'18''$  East, 226.32 feet; Course 10, thence South  $27^{\circ}25'30''$  East, 132.38 feet; Course 11, thence South  $08^{\circ}33'24''$  East, 98.37 feet; Course 12, thence South  $44^{\circ}41'47''$  East, 174.78 feet; Course 13, thence South  $21^{\circ}27'50''$  East, 233.47 feet; Course 14, thence South  $14^{\circ}38'52''$  East, 121.21 feet; Course 15, thence South  $42^{\circ}09'06''$  East, 113.10 feet; Course 16, thence South  $27^{\circ}01'20''$  East, 182.08 feet; Course 17, thence South  $10^{\circ}25'12''$  East, 146.24 feet; Course 18, thence South  $33^{\circ}01'01''$  East, 107.35 feet; Course 19, thence South  $11^{\circ}43'23''$  East, 77.88 feet; Course 20, thence South  $64^{\circ}46'50''$  West, 77.00 feet; Course 21, thence South  $07^{\circ}42'37''$  East, 62.62 feet; Course 22, thence South  $16^{\circ}01'39''$  East, 58.31 feet; Course 23, thence South  $86^{\circ}35'47''$  East, 57.03 feet; Course 24, thence South  $55^{\circ}14'43''$  East, 43.81 feet; Course 25, thence South  $35^{\circ}07'06''$  East, 51.42 feet; Course 26, thence South  $42^{\circ}27'13''$  East, 49.23 feet; Course 27, thence South  $46^{\circ}32'27''$  East, 48.92 feet; Course 28, thence South  $44^{\circ}55'17''$  East, 65.28 feet; Course 29, thence South  $80^{\circ}00'59''$  East, 50.86 feet; Course 30, thence South  $89^{\circ}10'35''$  East, 63.09 feet; Course 31, thence South  $15^{\circ}12'01''$  East, 52.52 feet; Course 32, thence South  $18^{\circ}27'04''$  West, 74.43 feet; Course 33, thence South  $44^{\circ}33'50''$  East, 47.33 feet; Course 34, thence South  $08^{\circ}28'17''$  East, 36.56 feet; Course 35, thence South  $39^{\circ}21'19''$  West, 36.19 feet; Course 36, thence South  $21^{\circ}07'08''$  East, 51.96 feet; Course 37, thence South  $60^{\circ}42'19''$  East, 54.34 feet; Course 38, thence North  $65^{\circ}00'29''$  East, 68.12 feet; Course 39, thence South  $84^{\circ}58'35''$  East, 47.31 feet; Course 40, thence South  $29^{\circ}10'50''$  East, 43.47 feet; Course 41, thence South  $38^{\circ}58'47''$  West, 60.42 feet;

**Parcel 2B (continued)**

Course 42, thence South 13°50'25" West, 42.85 feet; Course 43, thence South 39°29'10" East, 58.15 feet; Course 44, thence South 65°20'21" East, 57.12 feet; Course 45, thence South 81°56'19" East, 53.75 feet; Course 46, thence South 50°32'58" East, 61.40 feet; Course 47, thence South 06°28'47" East, 52.80 feet; Course 48, thence South 58°16'49" West, 39.69 feet; Course 49, thence South 31°31'33" East, 55.87 feet; Course 50, thence South 53°45'12" West, 52.95 feet; Course 51, thence South 01°46'53" East, 123.80 feet; Course 52, thence South 06°04'25" East, 72.90 feet; Course 53, thence South 31°16'18" East, 271.06 feet; Course 54, thence South 23°47'46" East, 61.04 feet; Course 55, thence South 28°04'38" West, 96.04 feet; Course 56, thence South 11°24'23" West, 98.50 feet; Course 57, thence South 24°22'54" West, 119.42 feet; Course 58, thence South 43°03'00" West, 84.42 feet; Course 59, thence South 10°51'25" East, 217.94 feet; thence South 81°21'21" West, departing said Westerly line, 309.80 feet; thence North 86°23'54" West, 304.53 feet; thence North 07°04'51" West, 470.48 feet; thence North 85°23'24" West, 819.34 feet; thence North 19°12'36" West, 847.89 feet; thence South 89°43'37" West, 350.34 feet; thence North 50°29'15" West, 207.34 feet; thence North 50°27'08" West, 90.66 feet to a point on a non-tangent curve concave Westerly having a radius of 575.00 feet; thence Northerly along the arc of said curve, through a central angle of 42°08'38", an arc length of 422.94 feet to point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 20°51'05" East, 413.47 feet; thence North 00°13'14" West, 103.66 feet to the point of curvature of a curve concave Easterly having a radius of 525.00 feet; thence Northerly along the arc of said curve, through a central angle of 18°56'34", an arc length of 173.57 feet to point on said curve, said arc being subtended by a chord bearing and distance of North 09°15'03" East, 172.78 feet; thence North 80°08'25" West, along a non-tangent line, 429.47 feet; thence North 03°07'32" West, 867.09 feet; thence North 13°27'07" East, 463.01 feet to a point on a non-tangent curve concave Westerly having a radius of 50.00 feet; thence Northerly along the arc of said curve, through a central angle of 71°41'14", an arc length of 62.56 feet to a point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 06°57'38" East, 58.56 feet; thence North 28°52'59" West, 42.29 feet to the point of curvature of a curve concave Southerly having a radius of 185.00 feet; thence Westerly along the arc of said curve, through a central angle of 77°46'56", an arc length of 251.15 feet to point on said curve, said arc being subtended by a chord bearing and distance of North 67°46'27" West, 232.30 feet; thence North 21°18'57" West, along a non-tangent line, 135.61 feet to a point on a non-tangent curve concave Southerly having a radius of 371.48 feet; thence Easterly along the arc of said curve, through a central angle of 08°48'29", an arc length of 57.11 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 76°49'51" East, 57.05 feet to a point on a non-tangent curve concave Southerly having a radius of 319.99 feet; thence Easterly along the arc of said curve, through a central angle of 16°46'06", an arc length of 93.65 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 89°58'29" East, 93.32 feet; thence North 08°26'23" East, along a non-tangent line, 49.96 feet to a point on a non-tangent curve concave Southerly having a radius of 367.94 feet; thence Westerly along the arc of said curve, through a central angle of 16°52'21", an arc length of 108.35 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 89°59'47" West, 107.96 feet; thence North 14°33'02" East, along a non-tangent line, 143.24 feet to a point on a non-tangent curve concave Southerly having a radius of 505.83 feet; thence Easterly along the arc of said curve, through a central angle of 45°57'38", an

**Parcel 2B (continued)**

arc length of 405.75 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $69^{\circ}05'10''$  East, 394.96 feet; thence Easterly along the arc of a curve concave Northerly having a radius of 50.00 feet, through a central angle of  $124^{\circ}39'55''$ , an arc length of 108.79 feet to a point of tangency, said arc being subtended by a chord bearing and distance of North  $71^{\circ}33'41''$  East, 88.57 feet; thence North  $09^{\circ}13'44''$  East, 83.93 feet; thence North  $61^{\circ}39'58''$  East, 207.40 feet to the Point of Beginning.

Containing 133.70 acres, more or less.

**GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION  
ITEMS**

**GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS A**

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

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

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

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

The Released property is not, and is not intended to be, developed with residential or commercial development, or in a manner that would otherwise subject it to the 2025 Assessments (“**Assessable Use**”). As a result, the Released Property is not, and as long as the Released Property is not developed with an Assessable Use, shall not be encumbered by the 2025 Assessments and is hereby released from the following recorded documents: *Greenbriar Community Development District’s Notice of Special Assessments and Government Lien of Record*, as set out in instrument recorded on March 27, 2024 in Official Records Book 5922, page 28; and *Greenbriar Community*

*Development District Notice of Series 2025 Assessments (Assessment Area One)*, as set out in instrument recorded February 6, 2025 in Official Records Book 6094, page 565. Additionally, for as long as the Released Property is not developed with an Assessable Use, the District shall not levy any special assessments, including, but not limited to operation and maintenance or debt assessments, against the Released Property.

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

*[signature contained on following page]*

EXECUTED this 30<sup>th</sup> day of January, 2026.

**GREENBRIAR COMMUNITY  
DEVELOPMENT DISTRICT**

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

STATE OF FLORIDA )  
COUNTY OF Palm Beach )

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

WITNESS my hand and official seal in the State and County aforesaid this 30<sup>th</sup> day of January, 2026.



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

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

## Exhibit A Assessment Area One



14270001 Avenue E, Suite 100, Jacksonville, Florida 32218

14270001 Avenue E, Suite 100, Jacksonville, Florida 32218

Phone: 904.644.8111

June 28, 2024  
Page 1 of 2

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

### BTI Greenbriar Phase I

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

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

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

14270001 Avenue E, Suite 100, Jacksonville, Florida 32218

June 28, 2024  
Page 2 of 2

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

**BTI Greenbriar Phase 1**

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

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

**Exception Parcel "A"**

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

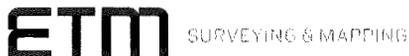
For a Point of Reference, commence at the Southeasterly corner of Mill Creek Forest Phases 2 and 3, as recorded in Map Book 112, page 86, of said Public Records, said corner lying on the Northerly right of way line of Greenbriar Road, a variable width right of way as presently established; thence South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

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

Containing 281.09 acres, more or less.

FIM SURVEYING & MAPPING

## Exhibit B Released Property



14775 Old St. Augustine Road, Jacksonville, Florida 32258  
etmnc.com | 904.642.8550

January 16, 2026  
Page 1 of 2

Work Order No. 25-147.02  
File No. 131A-21.02 A

### Pinewalk Release Parcel

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

For a Point of Reference, commence at the Southeasterly most corner of "Mill Creek Forest, Phases 2 and 3", as recorded in Map Book 112, Pages 86 through 93, of the Public Records of said county, said point also lying on the Northerly right-of-way line of "Greenbriar Road" (County Road No. 11), a variable width public right of way, as presently established; thence South 77°11'36" East, along said Northerly right of way line, 452.76 feet; thence North 12°49'59" East, departing said Northerly right of way line, 129.75 feet; thence North 25°20'28" East, 918.44 feet; thence South 65°03'01" East, 53.64 feet to a point lying on the prolongation of the Westerly line of BTI Conservation Easement as recorded in Official Records Book 6068, page 1395 of the Public Records of said county; thence North 24°56'59" East, along said prolongation of the Westerly line, and along said Westerly line, 315.69 feet; thence along said Westerly line of BTI Conservation Easement the following four courses; Course 1, thence North 15°23'23" East, 90.09 feet; Course 2, thence North 08°34'23" East, 372.50 feet; Course 3, thence North 12°20'18" East, 260.49 feet; thence North 75°27'11" East, departing said Westerly line, 407.59 feet; thence North 00°39'18" East, 233.66 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 00°39'18" East, 417.02 feet; thence South 67°57'16" East, 169.91 feet; thence South 78°35'14" East, 9.38 feet; thence South 67°48'22" East, 15.89 feet to the point of curvature of a curve concave Northerly having a radius of 940.00 feet; thence Easterly along the arc of said curve, through a central angle of 19°34'08", an arc length of 321.05 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 77°35'26" East, 319.49 feet; thence South 04°27'40" West, along a non-tangent line, 11.09 feet to a point on a non-tangent curve concave Southeasterly having a radius of 157.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 07°43'46", an arc length of 21.18 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 64°05'07" West, 21.16 feet; thence Westerly along the arc of a curve concave Northerly having a radius of 70.00 feet, through a central angle of 55°53'13", an arc length of 68.28 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 88°09'50" West, 65.60 feet; thence Westerly along the arc of a curve concave Southerly having a radius of 240.00 feet, through a central angle of 14°51'22", an arc length of 62.23 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 71°19'15" West, 62.06 feet; thence North 77°10'45" West, along a non-tangent line, 71.20 feet; thence South 15°30'02" West, 80.00 feet; thence South 76°38'36" East, 58.99 feet to a point on a non-tangent curve concave Southwesterly having a radius of 90.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 89°08'55", an arc length of 140.03 feet to a point of compound curvatic, said arc being subtended by a chord bearing and distance of South 33°41'39"

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January 16, 2026  
Page 2 of 2

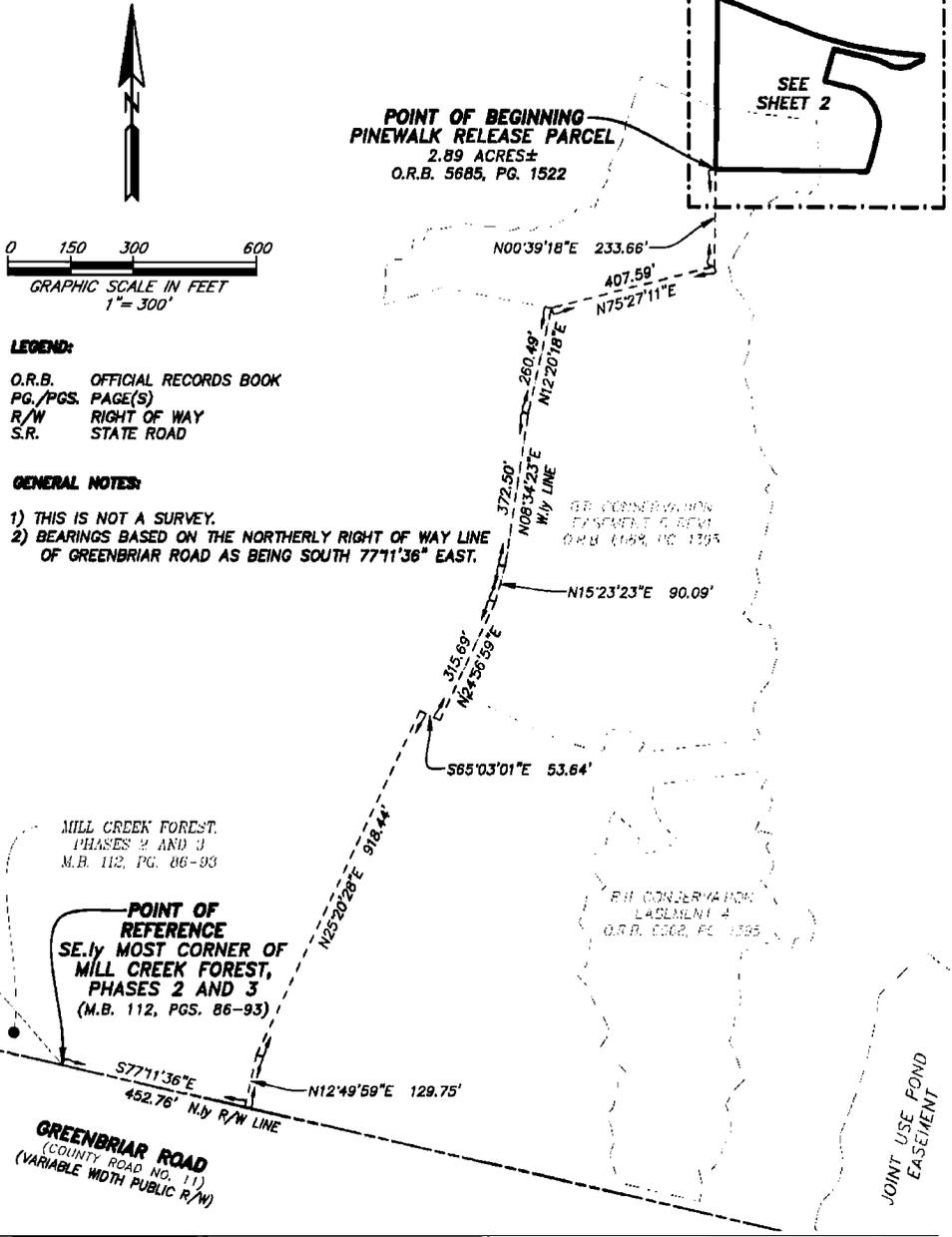
Work Order No. 25-147.02  
File No. 131A-21.02 A

**Pinewalk Release Parcel (continued)**

East, 126.33 feet; thence Southerly along the arc of a curve concave Westerly having a radius of 779.50 feet, through a central angle of  $07^{\circ}28'23''$ , an arc length of 101.67 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $14^{\circ}37'00''$  West, 101.60 feet; thence North  $89^{\circ}20'42''$  West, along a non-tangent line, 364.99 feet to the Point of Beginning.

Containing 2.89 acres, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF  
A PORTION OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 27 EAST,  
AND BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN  
OFFICIAL RECORDS BOOK 5685, PAGE 1522, OF THE PUBLIC RECORDS  
OF ST. JOHNS COUNTY, FLORIDA,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**

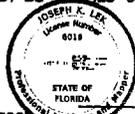


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Jacksonville, Florida 32258 www.etm-inc.com  
Certificate of Authorization No: LB 3924

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED  
USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS  
DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE  
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



*Joseph K. Lek*  
JOSEPH K. LEK

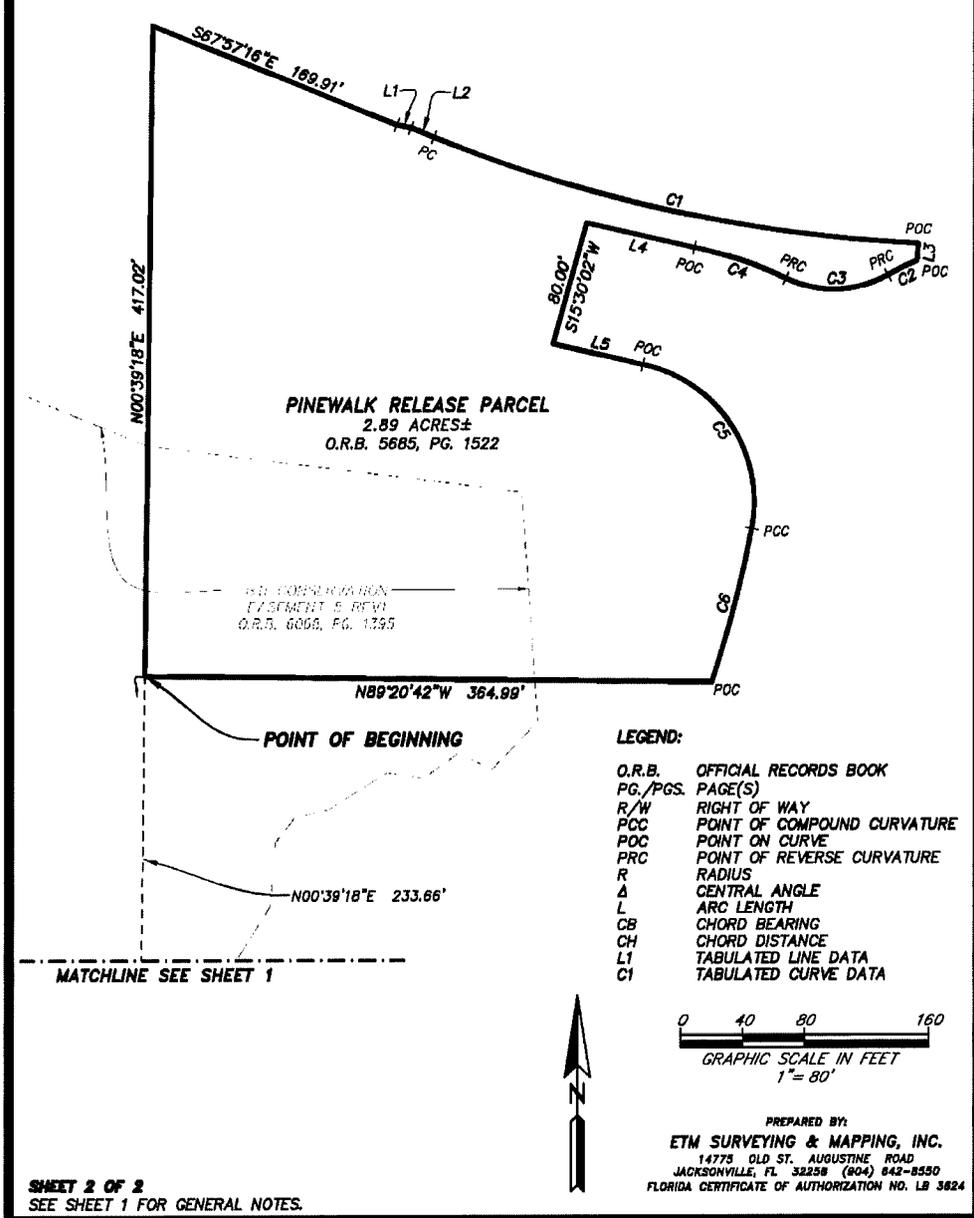
SCALE: 1"=300'  
DATE: JANUARY 16, 2026  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE of FLORIDA LS No. 8016

SHEET 1 OF 2

A PORTION OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 27 EAST,  
AND BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN  
OFFICIAL RECORDS BOOK 5685, PAGE 1522, OF THE PUBLIC RECORDS  
OF ST. JOHNS COUNTY, FLORIDA,

LINE TABLE		
LINE	BEARING	LENGTH
L1	S78°35'14"E	9.38'
L2	S67°48'22"E	15.89'
L3	S04°27'40"W	11.09'
L4	N77°10'45"W	71.20'
L5	S76°38'36"E	58.99'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	940.00'	19°34'08"	321.05'	S77°35'26"E	319.49'
C2	157.00'	7°43'46"	21.18'	S64°05'07"W	21.16'
C3	70.00'	55°53'13"	68.28'	S88°09'50"W	65.60'
C4	240.00'	14°51'22"	62.23'	N71°19'15"W	62.06'
C5	90.00'	89°08'55"	140.03'	S33°41'39"E	126.33'
C6	779.50'	7°28'23"	101.67'	S14°37'00"W	101.60'



**GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS B**

PREPARED BY AND RETURN TO:

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

**SPECIAL WARRANTY DEED**  
**[Pinewalk Collector Road]**

THIS SPECIAL WARRANTY DEED is executed as of this 21st day of January 2026, by **GREENBRIAR PROPERTY HOLDINGS, LLC**, a Delaware limited liability company, whose mailing address is 401 E Las Olas Blvd, Suite 1870, Fort Lauderdale, Florida 33301 (“Grantor”), in favor of **GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“Grantee”).

“Grantor” and “Grantee” are used for singular or plural, as context requires.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable considerations, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its successors and assigns forever, all of the following described land in St. Johns County, Florida described on the attached **Exhibit A** (“Subject Property”).

TO HAVE AND TO HOLD the above-described premises, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO all matters of public record.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

*[Signature page to follow]*

Signed, sealed and delivered  
in the presence of:

**Greenbriar Property Holdings, LLC,**  
a Delaware limited liability company,

[Signature]  
Print Name: Simona Strukova  
Address: 9 Old Kings Hwy S., FL 4  
Darien, CT 06820

By: [Signature]  
Name: Jordan Socaransky  
Title: Vice President

[Signature]  
Print Name: Megan Hoang  
Address: 9 Old Kings Hwy S., FL 4  
Darien, CT 06820

By: [Signature]  
Name: Marc Porosoff  
Title: Vice President and Secretary

**STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of January 2026, by Jordan Socaransky, as VP of Greenbriar Property Holdings, LLC, a Delaware limited liability company, who appeared before me this day in-person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

Margaret Ficano  
NOTARY PUBLIC, STATE OF Connecticut

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



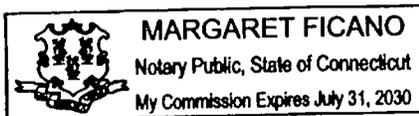
**STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of January 2026, by Max Porosoff, as VP of Greenbriar Property Holdings, LLC, a Delaware limited liability company, who appeared before me this day in-person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

Margaret Ficano  
NOTARY PUBLIC, STATE OF Connecticut

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



### Exhibit A

A portion of Sections 15 and 22, Township 5 South, Range 27 East, St. Johns County, Florida, being all of Parcel 8A (Revised) – Pond Site, as described and recorded in Official Records Book 1404, page 199, together with a portion of those lands described and recorded in Official Records Book 5685, page 1522, all of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly corner of Mill Creek Forest, Phases 2 and 3, a plat recorded in Map Book 112, page 86, of said Public Records, said corner being the Southwesterly corner of said Official Records Book 5685, page 1522, and lying on the Northerly right of way line of Greenbriar Road (County Road No. 11), a public variable width right of way as presently established; thence South  $77^{\circ}11'39''$  East, along the Southerly line of said Official Records Book 5685, page 1522, being said Northerly right of way line, 1588.18 feet to the Point of Beginning.

From said Point of Beginning, thence North  $00^{\circ}39'18''$  East, departing said Southerly line and said Northerly right of way line, 1048.47 feet; thence North  $82^{\circ}55'10''$  East, 148.89 feet; thence North  $66^{\circ}14'02''$  East, 31.62 feet; thence North  $07^{\circ}58'13''$  West, 62.01 feet; thence North  $84^{\circ}01'22''$  West, 39.52 feet; thence South  $82^{\circ}54'36''$  West, 128.86 feet; thence North  $00^{\circ}39'18''$  East, 1805.62 feet to the Southerly line of Parcel 2, as described and recorded in Official Records Book 6124, page 141, of said Public Records; thence Easterly along said Southerly line the following 4 courses: Course 1, thence South  $67^{\circ}57'16''$  East, 169.91 feet; Course 2, thence South  $78^{\circ}35'14''$  East, 9.38 feet; Course 3, thence South  $67^{\circ}48'22''$  East, 15.89 feet to the point of curvature of a curve concave Northerly having a radius of 940.00 feet; Course 4, thence Easterly along the arc of said curve, through a central angle of  $06^{\circ}41'39''$ , an arc length of 109.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $71^{\circ}09'11''$  East, 109.76 feet; thence South  $15^{\circ}30'02''$  West, departing said Southerly line and along a non-tangent line, 10.69 feet to a point on a non-tangent curve concave Northerly having a radius of 950.00 feet; thence Easterly along the arc of said curve, through a central angle of  $04^{\circ}07'55''$ , an arc length of 68.51 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $77^{\circ}08'00''$  East, 68.49 feet; thence Easterly along the arc of a curve concave Southerly having a radius of 250.00 feet, through a central angle of  $15^{\circ}18'24''$ , an arc length of 66.79 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $71^{\circ}32'45''$  East, 66.59 feet; thence Easterly along the arc of a curve concave Northerly having a radius of 60.00 feet, through a central angle of  $55^{\circ}53'13''$ , an arc length of 58.52 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $88^{\circ}09'50''$  East, 56.23 feet; thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 167.00 feet, through a central angle of  $09^{\circ}25'43''$ , an arc length of 27.48 feet to a point lying on said Southerly line of Parcel 2, said arc being subtended by a chord bearing and distance of North  $64^{\circ}56'05''$  East, 27.45 feet; thence Easterly along said Southerly line, Northerly along the Easterly line of said Parcel 2 and Westerly along the Northerly line of said Parcel 2, the following 12 courses; Course 1, thence Easterly along the arc of a non-tangent curve concave Northerly having a radius of 940.00 feet, through a central angle of  $02^{\circ}16'09''$ , an arc length of

37.23 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 88°30'35" East, 37.23 feet; Course 2, thence Easterly along the arc of a non-tangent curve concave Southerly having a radius of 157.00 feet, through a central angle of 41°24'47", an arc length of 113.48 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 76°55'46" East, 111.02 feet; Course 3, thence Easterly along the arc of a curve concave Northerly having a radius of 66.00 feet, through a central angle of 56°36'07", an arc length of 65.20 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 84°31'26" East, 62.58 feet; Course 4, thence Easterly along the arc of a curve concave Southerly having a radius of 240.00 feet, through a central angle of 20°57'59", an arc length of 87.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 77°39'29" East, 87.33 feet; Course 5, thence North 88°08'29" East, 108.51 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet; Course 6, thence Northeasterly along the arc of said curve, through a central angle of 88°08'29", an arc length of 38.46 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 44°04'14" East, 34.78 feet; Course 7, thence Due North, 3.42 feet; Course 8, thence Due East, 50.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 25.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 93°18'50", an arc length of 40.72 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South 46°39'25" East, 36.36 feet; Course 10, thence Northeasterly along the arc of a curve concave Northwesterly having a radius of 570.00 feet, through a central angle of 100°14'52", an arc length of 997.30 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 36°33'44" East, 874.87 feet; Course 11, thence North 13°33'42" West, 640.18 feet; Course 12, thence South 56°14'56" West, 10.65 feet; thence North 13°33'42" West, departing said Northerly line, 3.68 feet to the point of curvature of a curve concave Southwesterly having a radius of 550.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 20°34'34", an arc length of 197.52 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 23°50'59" West, 196.46 feet; thence South 51°54'40" West, along a non-tangent line, 167.11 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 06°38'35", an arc length of 5.80 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 55°13'58" West, 5.79 feet; thence South 58°33'16" West, 55.82 feet to the point of curvature of a curve concave Northerly having a radius of 50.00 feet; thence Westerly along the arc of said curve, through a central angle of 20°22'02", an arc length of 17.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°44'17" West, 17.68 feet; thence South 78°55'18" West, 49.66 feet to the point of curvature of a curve concave Northerly having a radius of 50.00 feet; thence Westerly along the arc of said curve, through a central angle of 24°54'29", an arc length of 21.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 88°37'28" West, 21.57 feet; thence North 76°10'13" West, 31.78 feet to the point of curvature of a curve concave Northeasterly having a radius 50.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 17°12'37", an arc length of 15.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 67°33'55" West, 14.96 feet; thence North 58°57'36" West, 33.09 feet to the

point of curvature of a curve concave Northeasterly having a radius of 50.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $66^{\circ}49'25''$ , an arc length of 58.31 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $25^{\circ}32'54''$  West, 55.07 feet; thence North  $07^{\circ}51'48''$  East, 71.81 feet to the point of curvature of a curve concave Southeasterly having a radius of 50.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $33^{\circ}47'05''$ , an arc length of 29.48 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $24^{\circ}45'21''$  East, 29.06 feet; thence North  $41^{\circ}38'53''$  East, 121.25 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $12^{\circ}24'01''$ , an arc length of 10.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $35^{\circ}26'53''$  East, 10.80 feet; thence North  $29^{\circ}14'52''$  East, 43.72 feet to the point of curvature of a curve concave Southerly having a radius of 50.00 feet; thence Easterly along the arc of said curve, through a central angle of  $116^{\circ}18'24''$ , an arc length of 101.50 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $87^{\circ}24'04''$  East, 84.95 feet; thence Southeasterly along the arc of a non-tangent curve concave Northeasterly having a radius of 660.10 feet, through a central angle of  $00^{\circ}36'21''$ , an arc length of 6.98 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $34^{\circ}44'40''$  East, 6.98 feet; thence North  $54^{\circ}57'09''$  East, along a non-tangent line, 100.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 560.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $03^{\circ}13'36''$ , an arc length of 31.54 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $36^{\circ}39'39''$  East, 31.53 feet; thence North  $45^{\circ}08'17''$  East, along a non-tangent line, 87.40 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $19^{\circ}29'11''$ , an arc length of 18.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $54^{\circ}52'53''$  East, 18.62 feet; thence North  $64^{\circ}37'28''$  East, 28.93 feet to the point of curvature of a curve concave Southerly having a radius of 50.00 feet; thence Easterly along the arc of said curve, through a central angle of  $12^{\circ}25'33''$ , an arc length of 10.84 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $70^{\circ}50'15''$  East, 10.82 feet; thence North  $03^{\circ}06'29''$  East, along a non-tangent line, 46.79 feet; thence North  $72^{\circ}16'42''$  East, 16.05 feet; thence South  $63^{\circ}09'08''$  East, 16.39 feet; thence South  $03^{\circ}06'29''$  West, 46.63 feet to a point on a non-tangent curve concave Southwesterly having a radius of 50.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $04^{\circ}52'17''$ , an arc length of 4.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $65^{\circ}35'17''$  East, 4.25 feet; thence South  $63^{\circ}09'08''$  East, 20.56 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $42^{\circ}05'24''$ , an arc length of 36.73 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $42^{\circ}06'26''$  East, 35.91 feet; thence South  $21^{\circ}03'44''$  East, 20.80 feet to the point of curvature of a curve concave Westerly having a radius of 50.00 feet; thence Southerly along the arc of said curve, through a central angle of  $16^{\circ}50'19''$ , an arc length of 14.69 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $12^{\circ}38'35''$  East, 14.64 feet; thence South  $04^{\circ}13'25''$  East, 47.83 feet to the Westerly line of Parcel 1, as described and recorded in

said Official Records Book 6124, page 141; thence Southerly along said Westerly line the following 87 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Southeasterly having a radius of 210.00 feet, through a central angle of  $36^{\circ}27'28''$ , an arc length of 133.62 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $55^{\circ}33'34''$  West, 131.38 feet; Course 2, thence Southeasterly along the arc of a non-tangent curve concave Southwesterly having a radius of 640.00 feet, through a central angle of  $24^{\circ}37'14''$ , an arc length of 275.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $25^{\circ}52'19''$  East, 272.90 feet; Course 3, thence South  $13^{\circ}33'42''$  East, 90.94 feet; Course 4, thence North  $75^{\circ}09'09''$  East, 152.18 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; Course 5, thence Northeasterly along the arc of said curve, through a central angle of  $41^{\circ}44'46''$ , an arc length of 36.43 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $54^{\circ}16'46''$  East, 35.63 feet; Course 6, thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 100.00 feet, through a central angle of  $38^{\circ}17'59''$ , an arc length of 66.85 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $52^{\circ}33'23''$  East, 65.61 feet; Course 7, thence Northeasterly along the arc of a curve concave Northwesterly having a radius of 556.00 feet, through a central angle of  $09^{\circ}56'40''$ , an arc length of 96.50 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $66^{\circ}44'02''$  East, 96.38 feet; Course 8, thence North  $61^{\circ}45'42''$  East, 251.73 feet to the point of curvature of a curve concave Southerly having a radius of 50.00 feet; Course 9, thence Easterly along the arc of said curve, through a central angle of  $90^{\circ}28'17''$ , an arc length of 78.95 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South  $73^{\circ}00'09''$  East, 71.00 feet; Course 10, thence Southerly along the arc of a curve concave Westerly having a radius of 194.00 feet, through a central angle of  $52^{\circ}41'19''$ , an arc length of 178.40 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $01^{\circ}25'21''$  East, 172.18 feet; Course 11, thence South  $24^{\circ}55'19''$  West, 36.98 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; Course 12, thence Southwesterly along the arc of said curve, through a central angle of  $74^{\circ}15'09''$ , an arc length of 64.80 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $62^{\circ}02'53''$  West, 60.36 feet; Course 13, thence Westerly along the arc of a curve concave Southerly having a radius of 656.00 feet, through a central angle of  $22^{\circ}44'10''$ , an arc length of 260.31 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $87^{\circ}48'23''$  West, 258.61 feet; Course 14, thence South  $76^{\circ}26'18''$  West, 273.57 feet; Course 15, thence South  $13^{\circ}33'42''$  East, 106.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; Course 16, thence Southeasterly along the arc of said curve, through a central angle of  $90^{\circ}00'00''$ , an arc length of 39.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $58^{\circ}33'42''$  East, 35.36 feet; Course 17, thence South  $13^{\circ}33'42''$  East, along a non-tangent line, 50.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 25.00 feet; Course 18, thence Southwesterly along the arc of said curve, through a central angle of  $90^{\circ}00'00''$ , an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $31^{\circ}26'18''$  West, 35.36 feet; Course 19, thence South  $13^{\circ}33'42''$  East, 106.00 feet; Course 20, thence North  $76^{\circ}26'18''$  East, 273.57 feet to the point of curvature of a curve

concave Southerly having a radius of 344.00 feet; Course 21, thence Easterly along the arc of said curve, through a central angle of  $33^{\circ}12'42''$ , an arc length of 199.40 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $86^{\circ}57'21''$  East, 196.62 feet; Course 22, thence South  $70^{\circ}21'00''$  East, 6.13 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet; Course 23, thence Southeasterly along the arc of said curve, through a central angle of  $68^{\circ}48'49''$ , an arc length of 60.05 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $35^{\circ}56'35''$  East, 56.51 feet; Course 24, thence Southerly along the arc of a curve concave Easterly having a radius of 520.00 feet, through a central angle of  $08^{\circ}12'58''$ , an arc length of 74.57 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $05^{\circ}38'40''$  East, 74.50 feet; Course 25, thence South  $09^{\circ}45'09''$  East, 15.98 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; Course 26, thence Southwesterly along the arc of said curve, through a central angle of  $84^{\circ}23'57''$ , an arc length of 73.65 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $32^{\circ}26'49''$  West, 67.17 feet; Course 27, thence South  $74^{\circ}38'48''$  West, 150.11 feet to the point of curvature of a curve concave Northerly having a radius of 644.00 feet; Course 28, thence Westerly along the arc of said curve, through a central angle of  $25^{\circ}34'49''$ , an arc length of 287.52 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $87^{\circ}26'12''$  West, 285.14 feet; Course 29, thence Southerly along the arc of a non-tangent curve concave Westerly having a radius of 650.00 feet, through a central angle of  $10^{\circ}00'23''$ , an arc length of 113.52 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $05^{\circ}27'12''$  East, 113.38 feet; Course 30, thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 25.00 feet, through a central angle of  $85^{\circ}45'07''$ , an arc length of 37.42 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $43^{\circ}19'33''$  East, 34.02 feet; Course 31, thence South  $03^{\circ}47'53''$  West, along a non-tangent line, 50.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 25.00 feet; Course 32, thence Southwesterly along the arc of said curve, through a central angle of  $85^{\circ}45'07''$ , an arc length of 37.42 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $50^{\circ}55'20''$  West, 34.02 feet; Course 33, thence Southerly along the arc of a curve concave Westerly having a radius of 650.00 feet, through a central angle of  $09^{\circ}34'01''$ , an arc length of 108.53 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $12^{\circ}49'47''$  West, 108.41 feet; Course 34, thence South  $85^{\circ}30'32''$  East, along a non-tangent line, 59.34 feet to the point of curvature of a curve concave Northerly having a radius of 956.00 feet; Course 35, thence Easterly along the arc of said curve, through a central angle of  $10^{\circ}27'42''$ , an arc length of 174.56 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $89^{\circ}15'37''$  East, 174.31 feet; Course 36, thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 50.00 feet, through a central angle of  $118^{\circ}23'55''$ , an arc length of 103.32 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $36^{\circ}46'16''$  East, 85.90 feet; Course 37, thence Southerly along the arc of a curve concave Easterly having a radius of 194.00 feet, through a central angle of  $44^{\circ}37'37''$ , an arc length of 151.10 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $00^{\circ}06'53''$  West, 147.31 feet; Course 38, thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 50.00 feet, through a central angle of  $130^{\circ}18'27''$ , an arc length

of 113.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $42^{\circ}57'18''$  West, 90.74 feet; Course 39, thence North  $71^{\circ}53'29''$  West, 44.37 feet to the point of curvature of a curve concave Northerly having a radius of 344.96 feet; Course 40, thence Westerly along the arc of said curve, through a central angle of  $08^{\circ}21'13''$ , an arc length of 50.29 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North  $67^{\circ}42'52''$  West, 50.25 feet; Course 41, thence Northwesterly along the arc of a curve concave Northeasterly having a radius of 50.00 feet, through a central angle of  $56^{\circ}54'00''$ , an arc length of 49.65 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $35^{\circ}05'15''$  West, 47.64 feet; Course 42, thence Northwesterly along the arc of a curve concave Southwesterly having a radius of 50.00 feet, through a central angle of  $38^{\circ}08'43''$ , an arc length of 33.29 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $25^{\circ}42'36''$  West, 32.68 feet; Course 43, thence North  $44^{\circ}46'58''$  West, 40.67 feet to the point of curvature of a curve concave Southwesterly having a radius of 192.00 feet; Course 44, thence Northwesterly along the arc of said curve, through a central angle of  $16^{\circ}00'37''$ , an arc length of 53.65 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $52^{\circ}47'16''$  West, 53.48 feet; Course 45, thence North  $60^{\circ}47'35''$  West, 65.96 feet to a point on a non-tangent curve concave Northwesterly having a radius of 650.00 feet; Course 46, thence Southwesterly along the arc of said curve, through a central angle of  $29^{\circ}02'18''$ , an arc length of 329.43 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $40^{\circ}42'58''$  West, 325.92 feet; Course 47, thence South  $12^{\circ}34'11''$  West, along a non-tangent line, 47.96 feet to a point on a non-tangent curve concave Southwesterly having a radius of 50.00 feet; Course 48, thence Southeasterly along the arc of said curve, through a central angle of  $41^{\circ}35'34''$ , an arc length of 36.30 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $56^{\circ}38'03''$  East, 35.50 feet; Course 49, thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 194.00 feet, through a central angle of  $26^{\circ}07'47''$ , an arc length of 88.47 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $48^{\circ}54'10''$  East, 87.71 feet; Course 50, thence Southerly along the arc of a curve concave Westerly having a radius of 35.00 feet, through a central angle of  $157^{\circ}34'37''$ , an arc length of 96.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $16^{\circ}49'15''$  West, 68.66 feet; Course 51, thence North  $84^{\circ}23'27''$  West, 15.12 feet to the point of curvature of a curve concave Southerly having a radius of 556.00 feet; Course 52, thence Westerly along the arc of said curve, through a central angle of  $26^{\circ}38'08''$ , an arc length of 258.47 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $82^{\circ}17'30''$  West, 256.15 feet; Course 53, thence Northwesterly along the arc of a curve concave Northeasterly having a radius of 50.00 feet, through a central angle of  $94^{\circ}56'04''$ , an arc length of 82.85 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $63^{\circ}33'32''$  West, 73.69 feet; Course 54, thence North  $16^{\circ}05'30''$  West, 81.73 feet to a point on a non-tangent curve concave Northerly having a radius of 650.00 feet; Course 55, thence Westerly along the arc of said curve, through a central angle of  $02^{\circ}59'29''$ , an arc length of 33.94 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $84^{\circ}33'13''$  West, 33.93 feet; Course 56, thence Southwesterly along the arc of a curve concave Southeasterly having a radius of 25.00 feet, through a central angle of  $86^{\circ}11'05''$ , an arc length of 37.61 feet to a point

of compound curvature, said arc being subtended by a chord bearing and distance of South  $42^{\circ}57'25''$  West, 34.16 feet; Course 57, thence Southerly along the arc of a curve concave Easterly having a radius of 760.00 feet, through a central angle of  $00^{\circ}17'19''$ , an arc length of 3.83 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $00^{\circ}16'48''$  East, 3.83 feet; Course 58, thence South  $89^{\circ}34'28''$  West, along a non-tangent line, 80.00 feet to a point on a non-tangent curve concave Easterly having a radius of 840.00 feet; Course 59, thence Southerly along the arc of said curve, through a central angle of  $09^{\circ}09'37''$ , an arc length of 134.30 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $05^{\circ}00'16''$  East, 134.15 feet; Course 60, thence South  $66^{\circ}04'16''$  West, along a non-tangent line, 26.82 feet to a point on a non-tangent curve concave Northwesterly having a radius of 58.00 feet; Course 61, thence Southwesterly along the arc of said curve, through a central angle of  $30^{\circ}27'01''$ , an arc length of 30.82 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $50^{\circ}50'46''$  West, 30.46 feet; Course 62, thence Southwesterly along the arc of a curve concave Southeasterly having a radius of 192.00 feet, through a central angle of  $39^{\circ}21'41''$ , an arc length of 131.90 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $46^{\circ}23'25''$  West, 129.32 feet; Course 63, thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 208.00 feet, through a central angle of  $36^{\circ}43'05''$ , an arc length of 133.30 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $45^{\circ}04'07''$  West, 131.03 feet; Course 64, thence Southerly along the arc of a curve concave Easterly having a radius of 170.00 feet, through a central angle of  $96^{\circ}16'04''$ , an arc length of 285.63 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $15^{\circ}17'37''$  West, 253.20 feet; Course 65, thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 130.00 feet, through a central angle of  $13^{\circ}32'12''$ , an arc length of 30.71 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $26^{\circ}04'19''$  East, 30.64 feet; Course 66, thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 192.00 feet, through a central angle of  $23^{\circ}31'52''$ , an arc length of 78.85 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $31^{\circ}04'09''$  East, 78.30 feet; Course 67, thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 408.00 feet, through a central angle of  $09^{\circ}50'44''$ , an arc length of 70.11 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $37^{\circ}54'43''$  East, 70.02 feet; Course 68, thence South  $32^{\circ}59'21''$  East, 21.87 feet to the point of curvature of a curve concave Westerly having a radius of 58.00 feet; Course 69, thence Southerly along the arc of said curve, through a central angle of  $30^{\circ}27'01''$ , an arc length of 30.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $17^{\circ}45'50''$  East, 30.46 feet; Course 70, thence South  $32^{\circ}59'21''$  East, along a non-tangent line, 30.61 feet; Course 71, thence South  $57^{\circ}00'39''$  West, 255.42 feet to the point of curvature of a curve concave Easterly having a radius of 525.00 feet; Course 72, thence Southerly along the arc of said curve, through a central angle of  $73^{\circ}18'52''$ , an arc length of 671.78 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $20^{\circ}21'13''$  West, 626.88 feet; Course 73, thence South  $16^{\circ}18'13''$  East, 400.13 feet to the point of curvature of a curve concave Northeasterly having a radius of 290.00 feet; Course 74, thence Southeasterly along the arc of said curve, through a central angle of  $60^{\circ}52'02''$ , an arc length of 308.08 feet to the point of tangency of said curve, said arc being subtended by a chord

bearing and distance of South 46°44'14" East, 293.79 feet; Course 75, thence South 77°10'15" East, 559.28 feet; Course 76, thence South 12°50'51" West, 160.92 feet; Course 77, thence South 38°21'46" East, 6.90 feet to a point on a non-tangent curve concave Easterly having a radius of 62.00 feet; Course 78, thence Southerly along the arc of said curve, through a central angle of 53°38'01", an arc length of 58.04 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 11°34'47" West, 55.94 feet; Course 79, thence South 74°45'47" West, along a non-tangent line, 9.22 feet; Course 80, thence South 12°11'23" West, 175.16 feet; Course 81, thence South 72°16'11" East, 50.23 feet; Course 82, thence North 81°20'51" East, 126.62 feet; Course 83, thence South 53°55'52" East, 47.44 feet; Course 84, thence North 84°34'31" East, 48.82 feet; Course 85, thence South 20°57'51" West, 89.59 feet; Course 86, thence South 22°17'34" West, 212.37 feet; Course 87, thence South 20°31'02" West, 30.30 feet to its intersection with said Northerly right of way line of Greenbriar Road, thence North 77°11'39" West, along said Northerly right of way line, 567.00 feet; thence North 58°23'06" West, departing said Northerly right of way line, 52.73 feet; thence North 77°09'47" West, 396.11 feet; thence North 83°44'54" West, 150.83 feet to said Northerly right of way line; thence North 77°11'39" West, along said Northerly right of way line, 139.73 feet to the Point of Beginning.

Containing 61.84 acres, more or less.

**AND ALSO:**

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

For a Point of Reference, commence at the Southeasterly corner of Mill Creek Forest, Phases 2 and 3, as recorded in Map Book 112, page 86, of said Public Records, said corner being the Southwesterly corner of said Official Records Book 5685, page 1522, and lying on the Northerly right of way line of Greenbriar Road (County Road No. 11), a variable width right of way as presently established; thence South 77°11'39" East, along said Northerly right of way line, 1453.41 feet to the Point of Beginning.

From said Point of Beginning, thence North 12°49'59" East, departing said Northerly right of way line, 16.65 feet; thence South 77°10'01" East, 32.00 feet; thence South 12°49'59" West, 16.63 feet to said Northerly right of way line; thence North 77°11'39" West, along said Northerly right of way line, 32.00 feet to the Point of Beginning.

Containing 533 square feet, more or less.

**AND ALSO:**

A portion of Parcel 1, as described and recorded in Official Records Book 6124, page 141, and a portion of those lands described and recorded in Official Records Book 5685, page 1522, both of the Public Records of St. Johns County, Florida, lying in Section 22, Township 5 South, Range 27 East, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly corner of Mill Creek Forest, Phases 2 and 3, as recorded in Map Book 112, page 86, of said Public Records, said corner being the Southwesterly corner of said Official Records Book 5685, page 1522, and lying on the Northerly right of way line of Greenbriar Road (County Road No. 11), a variable width right of way as presently established; thence South  $77^{\circ}11'39''$  East, along said Northerly right of way line, 2852.10 feet to the Point of Beginning.

From said Point of Beginning, thence North  $65^{\circ}50'22''$  East, departing said Northerly right of way line, 26.56 feet; thence South  $77^{\circ}10'01''$  East, 234.03 feet to the Easterly line of said Parcel 1; thence South  $12^{\circ}48'24''$  West, along said Easterly line, 15.86 feet to said Northerly right of way line; thence North  $77^{\circ}11'39''$  West, along said Northerly right of way line, 255.25 feet to the Point of Beginning.

Containing 3894 square feet, more or less.

**AND ALSO:**

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

For a Point of Reference, commence at the Southeasterly corner of Mill Creek Forest Phases 2 and 3, as recorded in Map Book 112, page 86, of said Public Records, said corner lying on the Northerly right of way line of Greenbriar Road, a variable width right of way as presently established; thence South  $77^{\circ}11'39''$  East, along said Northerly right of way line, 1727.91 feet to the Point of Beginning.

From said Point of Beginning, thence South  $83^{\circ}44'54''$  East, departing said Northerly right of way line, 150.83 feet to a point lying on the Southerly boundary line of those lands described and recorded in Official Records Book 6071, page 936, of said Public Records; thence South  $77^{\circ}09'47''$  East, along said Southerly boundary line, 396.11 feet; thence South  $58^{\circ}23'06''$  East, continuing along said Southerly boundary line, 52.73 feet to a point lying on said Northerly right of way; thence North  $77^{\circ}11'39''$  West, departing said Southerly boundary line and along said Northerly right of way line, 595.87 feet to the Point of Beginning.

Containing 8491 square feet, more or less.

**GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS C**

## CONSTRUCTION AGREEMENT

**Date:** The later of the dates under the parties' signatures, per Section 6 below  
**Property:** Pinewalk Active Adult Collector Road Work – Greenbriar CDD  
**Owner:** Greenbriar Community Development District  
**Contractor:** A.J. Johns, Inc.

The undersigned Owner (the "Owner" or "District") wishes to engage the undersigned Contractor (the "Contractor") to perform certain work at the property identified above (the "Property").

Owner and Contractor consequently agree as follows:

**1. DOCUMENTS INCLUDED IN THIS AGREEMENT.** The term "Agreement" and/or "Contract Documents" collectively means this Construction Agreement and the following exhibits, including any drawings and specifications described in Exhibit B and E:

- Exhibit A. General Conditions
- Exhibit B. Work Description
- Exhibit C. Contractor's Proposal
- Exhibit D. Performance and Payment Bond
- Exhibit E. Specifications as listed in the table of contents of the Project Manual

The Contract Documents are complimentary, and what is called for by anyone shall be binding as if called for by all. The intention of the Contract Documents is to include all labor, materials, equipment and transportation necessary for the proper execution of the complete scope of the Work. All items of labor and materials of Work implied, properly inferable, and usually included for a complete installation, shall be furnished. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly so noted on the drawings. Materials or Work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards. There shall be absolutely no substitution of materials without securing prior written consent from Contractor.

**2. SCOPE OF WORK.** Contractor shall (a) perform the construction and services described in the Contract Documents (including the Work Description), and (b) provide any labor, documentation, services, materials, and/ or equipment required in the Contract Documents or that reasonably may be inferred from the Contract Documents as necessary to produce the end-product indicated in the Contract Documents (collectively, the "Work").

**3. SCHEDULE.** Contractor shall commence the Work promptly after Owner's successful issuance of capital improvement bonds to finance the improvements which are the subject of this Agreement and Owner's (or Owner's engineer's) issuance of a written notice to proceed. Substantial Completion of the Work shall occur on or before two hundred sixty-seven (267) calendar days of issuance of the notice to proceed ("Substantial Completion Deadline"). Final Completion of the Work shall occur on or before the date specified in General Condition A-3.4 ("Final Completion Deadline"). Prior to submitting its Proposal, attached hereto as Exhibit C, the Contractor thoroughly reviewed the scope of work described in the Project Manual. The Contractor's Proposal includes all work necessary to satisfy applicable federal, state, and local code requirements. If, at any time, the scope of work set forth in this Agreement is determined not to satisfy such code minimums in effect at the time of the delivery of the proposal to the District, the Contractor shall, at its sole expense, perform and pay for all work necessary to achieve compliance with applicable code requirements. The Contractor acknowledges and agrees that any such work required to meet code shall not be subject to reimbursement or adjustment through a Change Order to the Owner. It is the intent and purpose of this Agreement to set forth all items required to be furnished, delivered, installed and / or constructed as part of and included in this Agreement. All Work covered by the drawings and specifications shall in all cases conform to plans, sections, dimensions, and details shown thereon, except as modified only by written order of the Owner. Any doubt or question relative to any item in the Drawings, Specifications or other parts of the Contract Documents has been settled by the Contractor prior to the execution of this Agreement.

#### **4. COMPENSATION.**

**4.1 Contract Sum.** As compensation in full for the Work and Contractor's other obligations under the Contract Documents, including all material, equipment, labor, and services necessary for the proper execution and Final Completion of the Work, Owner shall pay Contractor a fixed amount equal to Seven Million Four Hundred Ninety-Two Thousand Two Hundred Thirty-Four Dollars and Four Cents (\$7,492,234.04) plus One Million Two Hundred Thirty-Six Thousand One Hundred Forty-Three Dollars and Seventy-One Cents (\$1,236,143.71) for the Bid Alternate JEA Watermain, for a total fixed amount equal to Eight Million Seven Hundred Twenty-Eight Thousand Three Hundred Seventy-Seven Dollars and Seventy-Five Cents (\$8,728,377.75) (this amount, as it may be adjusted as provided in this Agreement, the "Contract Sum"). All quantities of the items of Work as stated on a unit price basis, are approximate and subject to variance. Payment will only be on the Contractor's lump sum contract price. Any reference to unit price and quantities in the District's request for proposal or in Contractor's proposal shall not affect the lump sum price, but is to be utilized solely as the basis for approved extra orders and for Change Orders involving the direct purchase of materials.

**4.2 Change Orders.** In connection with adjustments to the scope of the Work that require a change to the Contract Sum under the Contract, such change to the Contract Sum will be calculated using the applicable unit prices in the Contract Documents. All unit prices

included in the Contract Documents are considered complete (*i.e.*, they already include all costs of Contractor and its Subcontractors relating to the work in question, including a mark-up for profit and all overhead costs), and consequently if they are used in connection with Change Orders no additional mark-ups will be permitted.

**5. INSURANCE.** Before commencing any Work or permitting any Subcontractor to commence Work, Contractor shall provide Owner with a certificate of insurance evidencing the insurance required in Section A-8 of the General Conditions. The following (collectively, the "Additional Insureds") must be included as additional insureds under Contractor's and its Subcontractors' applicable insurance policies, on a primary and noncontributory basis: Owner; Greenbriar Property Holdings, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees. If requested by the District, the Contractor shall add St. Johns County and the JEA as additional insureds, at no additional cost to the District.

**6. DATE OF THIS AGREEMENT; EFFECTIVENESS.** This Agreement will become effective when both parties have signed it. The date this Agreement is signed by the second party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date its signature, the date the other party receives the signing party's signature will be deemed to be the date on which the signing party signed this Agreement and may be so noted on this Agreement. Notwithstanding the effective date of this Agreement, upon the execution of this Agreement, to the extent, if any, that Contractor or its Subcontractors have performed Work before the date of this Agreement, that Work and occurrences arising out of that Work are subject to this Agreement, including Contractor's obligations to maintain insurance. This Agreement is contingent upon Owner's successful issuance of special assessment revenue bonds to finance the improvements which are the subject of this Agreement. No funds shall be due to the Contractor under this Agreement unless and until the Owner successfully issues special assessment revenue bonds to finance the improvements which are the subject of this Agreement.

**7. AGENT FOR APPROVAL OF PAY APPLICATIONS.** For purposes of this Agreement, the District's agent (the "Agent") shall mean the District's engineer, Peter Ma of England-Thims & Miller, Inc., or other representative as designated in writing by the District. The Agent is authorized by the District to review and for approve all pay applications. Pay applications shall be provided to the Agent at England-Thims & Miller, Inc. Attn: Peter Ma, P.E., 14775 Old St. Augustine Road, Jacksonville, Florida 32258; [map@etminc.com](mailto:map@etminc.com). Copies of pay applications and proposed Change Orders shall also be provided to Craig Wrathell at [wrathellc@whhassociates.com](mailto:wraithellc@whhassociates.com), Ernesto Torres at [torrese@whhassociates.com](mailto:torrese@whhassociates.com), Michael Eckert at [Michael.eckert@kutakrock.com](mailto:Michael.eckert@kutakrock.com) and Kate John at [Kate.john@kutakock.com](mailto:Kate.john@kutakock.com).

**OWNER:**

Greenbriar Community Development District,  
a local unit of special-purpose government

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman / Vice Chairman

**Date:**

*Owner's address for notices:*

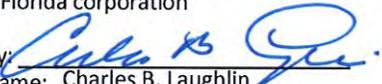
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: Craig Wrathell  
[Email: wrathellc@whhassociates.com](mailto:wrathellc@whhassociates.com)

*For any notice alleging any default by  
Owner, Contractor shall as a condition to  
the effectiveness of such notice send a  
copy of the notice to the following  
address, by reputable overnight carrier  
or registered or certified mail:*

c/o Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: Michael C. Eckert  
[Email: Michael.Eckert@kutakrock.com](mailto:Michael.Eckert@kutakrock.com)

**CONTRACTOR:**

A.J. Johns, Inc.,  
a Florida corporation

By:   
Name: Charles B. Laughlin  
Title: President

Date: 02/11/2026

*Contractor's address for notices:*

A.J. Johns, Inc.  
3225 Anniston Road  
Jacksonville, Florida 32246  
Attn: Charles Laughlin  
Email: CharlesL@AJJohns.com

## Exhibit A

### General Conditions

**A-1. DEFINITIONS.** Capitalized terms used but not defined in these Contract Documents will have the meanings given to those terms in the Agreement to which these General Conditions are attached. The following definitions also apply:

"CGL" means commercial general liability insurance and any associated excess or umbrella liability insurance.

"Change Order" means a written, bilateral modification of the Contract Documents that memorializes a change in the Work and any related adjustments to the Contract Sum, Substantial Completion Deadline, or Final Completion Deadline. A Change Order is effective only when signed by both Owner and Contractor and is the exclusive method, along with a formal amendment, for amending or supplementing the Contract Documents; no Written Directives, oral agreements, conduct, or implications may alter the Contract Documents. A Change Order may document changes directed by a Written Directive or otherwise requested by Owner.

"Contractor-Group Member" means Contractor, any Subcontractor, any person directly or indirectly employed by them, and any person for whose acts they may be liable.

"Contract Sum" is defined in Section 4 of the Construction Agreement.

"Final Completion" is defined as that point in the construction when all Work, including but not limited to punch-list items and site cleanup, has been satisfactorily completed thus enabling all withheld retainage to be finally disbursed, such that nothing more remains to be done by the Contractor in connection with the Work (except for surviving obligations such as warranties).

"Final Completion Deadline" is defined in Section A-3.4, below.

"Force Majeure" is defined in Section A-4.4 of the General Conditions.

"Laws" means all applicable federal, state, and local laws, statutes, ordinances, permits, codes (including building codes), rules, regulations, and orders of public and quasi-governmental authorities, as any of the foregoing may be issued or amended from time to time, including all OSHA regulations, laws applicable to labor and immigration, and requirements imposed by governmental inspectors. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.

"Others" means any persons engaged by Owner or Property Owner directly or indirectly to perform work or services related to the Property or the Work, excluding Contractor-Group Members.

"person" means any natural person and any type of public or private entity.

"Project" means Owner's development project for the Property, of which the Work is a part.

"Project Manual" means the Project Manual for the Request for Proposals for Pinewalk Active Adult Collector Road Work, dated October 8, 2025, as may be amended.

"Property" is defined in the introductory paragraphs of the Construction Agreement.

"Property Owner" means Greenbriar Property Holdings, LLC, and/or the successors in fee simple interest to the Property.

"Required Insurance" means Contractor's obligations under Section A-8 General Conditions, and any other insurance-related obligations of Contractor under this Agreement.

"Subcontractor" means any person retained by Contractor as an independent contractor to provide labor, materials, equipment, or services necessary to complete a specific portion of the Work, and their sub-subcontractors of every tier.

"Substantial Completion" is defined as the time at which the construction has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Construction (or the specified part thereof) can be utilized for the purposes for which it is intended.

"Substantial Completion Deadline" is defined in Section 3 of the Construction Agreement.

"Work" is defined in Section 2 of the Construction Agreement.

"Written Directive" is a written instruction issued by the Owner's Engineer that directs a change in the Work. Upon receipt, Contractor shall promptly proceed as directed. A Written Directive authorizes performance of changed, additional, or different Work but does not, by itself, amend the Contract Documents or change the Contract Sum, Substantial Completion Deadline, or Final Completion Deadline; any adjustments shall be memorialized in a subsequently executed Change Order or amendment signed by both parties.

### **A-2. PAYMENT.**

**A-2.1 Invoices; Time for Payment; Joint Payment; Final Payment.** Unless otherwise specifically provided in this Agreement, (a) Contractor shall submit its applications for payment on an AIA G702/703 form or a similar form acceptable to Owner, on a monthly basis and no later than the 20th day of the month, (b) the amount of each payment will be earned and calculated based on the percentage completion of the Work as determined by Owner or Owner's engineer, and (c) deposits and other advance payments for materials or equipment stored, whether on or off site, or not yet delivered to the Property will not be made except as Owner may otherwise agree. Notwithstanding any other provision of the Contract, Owner shall pay amounts due under this Agreement in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes ("Prompt Payment Act"). With Contractor's applications for payment, Contractor shall supply lien waivers, affidavits, and sworn statements for itself and all of its Subcontractors, which in each case must be in a form acceptable to Owner, and any other documentation requested by Owner. Contractor shall make payments due to Subcontractors within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. Owner may elect to make payments to Subcontractors directly or via joint checks. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, shall bear interest at the rate of two percent (2%) per month on the

unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. Contractor's acceptance of final payment will constitute a waiver of all claims by Contractor relating to the Work or this Agreement except those previously and timely made in writing in accordance with Section A-4.2 and specifically identified by Contractor as unsettled in its final application for payment. Each monthly pay application shall include updated construction schedules.

**A-2.2 Submission.** Contractor shall provide pay applications to the District's Agent for approval at the address and email address listed in section 7 of the Construction Agreement with courtesy copies to: Craig Wrathell [at wrathell@whhassociates.com](mailto:wraithell@whhassociates.com), Ernesto Torres [at torrese@whhassociated.com](mailto:at_torrese@whhassociated.com), Michael Eckert [at Michael.eckert@kutakrock.com](mailto:Michael.eckert@kutakrock.com) and Kate John at [Kate.john@kutakock.com](mailto:Kate.john@kutakock.com).

**A-2.3 Retainage.** Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work and acceptance of the Work by the Owner, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, *Florida Statutes*.

**A-2.4 Warranty of Title; Payments to Subcontractors.** Contractor warrants that title to any materials and equipment included in the Work covered by an application for payment will pass to Owner no later than the time of payment. Contractor further warrants that upon submittal of an application for payment, all Work for which applications have been previously issued and payments received from Owner will be free of liens, claims, security interests, and other encumbrances adverse to Owner's interests. Contractor shall pay when due all third-party obligations Contractor incurs in the performance of the Work. Owner is not responsible for payments to Subcontractors.

**A-2.5 Liens.** Contractor agrees that the Owner is a local unit of special purpose government and is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*. Therefore, as against the Owner, any part of the Work or the Property on which the Work is performed, there are no lien rights available to any person providing materials or services for improvements in connection with the Work. Contractor shall keep the Property, the Work, and funds related to the Work free from all mechanics' and materialmen's liens (including stop payment notices) and all other liens, legal or equitable, arising out of the Work (any of the foregoing, a "Lien"). If any Lien is recorded or otherwise asserted by any Contractor-Group Member or any other person claiming by, through, or under Contractor, Contractor shall discharge or bond over the Lien to Owner's satisfaction, and cause it to be removed of record if it was recorded, within 15 days after it was recorded or served. If Contractor fails to do so, Owner may contact and negotiate with any claimants directly and may cure the Lien by such means as Owner deems appropriate (which may include paying the Lien amount directly to the claimant) and Contractor shall indemnify Owner from all losses, liabilities, and expenses, including attorney fees, incurred by Owner in connection with the Lien and its cure. Contractor's obligations under this Section (a) include Liens arising out of claims by Contractor or Subcontractors for amounts Owner is withholding pursuant to this Agreement or otherwise disputes are payable and (b) will survive Final Completion and any earlier termination of this Agreement.

### **A-3. TIMING AND COMPLETION.**

**A-3.1 Commencement of the Work; Notice of Commencement.** Contractor shall commence the Work on the date specified in Section 3 of the Construction Agreement. Contractor shall ensure that before commencement of any Work a notice of commencement, approved and signed by Owner, is recorded in the public records of the county in which the Property is located. Contractor shall post a certified copy of the recorded notice of commencement in a conspicuous and secure location at the Property prior to commencement of any Work, and shall maintain the same free of physical or moisture damage throughout the entire time of the Work.

**A-3.2 Payment and Performance Bonds.** Notwithstanding any other provision of the Agreement, before commencing the Work, and consistent with the requirements of Section 255.05 of the *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of St. Johns County, Florida, a payment and performance bond with a surety insurer authorized to do business in the state of Florida as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05 of the *Florida Statutes*. Such bond and/or security shall be for 115% of the Contract Sum and shall be in effect for a full year from the time of Final Completion. In addition, each bond shall be on an Owner-approved form and shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein." The payment and performance bonds shall include a dual obligee rider naming St. Johns County and JEA as dual obligees.

**A-3.3 Timing and Completion, Generally.** Contractor shall perform all Work expeditiously and with adequate forces, and shall complete the Work by the date specified in the Agreement. If requested by Owner, Contractor shall submit and periodically update a schedule for the Work, and shall comply with any schedule approved by Owner and achieve any milestones and completion dates indicated in that schedule (though the Final Completion Deadline can only be extended by a written Change Order signed by Owner). Except as this Agreement or Florida Statute may specifically provide otherwise or as Owner may otherwise determine, the Work will not meet Final Completion and any retainage will not be released until all Work has been completed to Owner's satisfaction (including correction of nonconforming or defective Work), applicable governmental authorities have issued any approvals required pursuant to Laws or Owner's agreement with such governmental authorities, and, to the extent the completed Work (e.g., roadways) will be turned over to any governmental authority, such governmental authority has approved and accepted the completed Work as being ready for such turnover. Time limits in this Agreement are of the essence.

**A-3.4 Implementation of Section 218.735(7), Florida Statutes.** Within thirty (30) days after Substantial Completion, the Owner's engineer shall inspect the Work and meet with Contractor to develop a list of items required to complete the Work in a complete, satisfactory and acceptable state ("Completion List"). Once the list is developed, the Owner's Engineer shall estimate the cost to complete each item on the Completion List and insert the price of each item on the Completion List. The Completion List must be

delivered to Contractor after final development and review, and no later than thirty-five (35) days after Substantial Completion. The Final Completion Deadline shall be thirty (30) days after delivery of the Completion List to the Contractor. Within twenty (20) days after delivery of the Completion List to the Contractor, Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the Completion List. After the Contractor has satisfactorily completed all items on the Completion List, it may submit a payment request to the Owner for the remaining contract balance. If a good faith dispute exists as to whether one or more items identified on the Completion List have been completed pursuant to the Construction Agreement, Owner may continue to withhold up to one hundred fifty percent (150%) of the total costs to complete such items.

#### **A-4. CHANGES AND CLAIMS.**

**A-4.1 Changes.** Owner's Engineer may issue Written Directives changing the Work, and upon receipt Contractor shall proceed with the changes. Contractor shall not perform work in addition to the Work, or perform Work that differs from the requirements of the Contract Documents, unless Owner's Engineer has issued a Written Directive changing the Work or the parties have executed a Change Order with respect to the additional or changed Work. The Contract Documents can only be amended or supplemented by a written Change Order or amendment signed by both parties, and cannot be amended or supplemented by Written Directives, implication, oral agreements, actions, inactions, or course of conduct. Contractor shall not make substitutions without Owner's prior written consent. EXCEPT AS PROVIDED IN SECTION A-4.2 IN THE EVENT OF AN EMERGENCY, NO WORK INVOLVING EXTRA COST SHALL BE STARTED BY CONTRACTOR WITHOUT FIRST SECURING A WRITTEN CHANGE ORDER SIGNED BY THE CHAIR OR VICE CHAIR OF THE DISTRICT BOARD OF SUPERVISORS (Designated officers to approve any extra, change, and or deviation from the plans, drawing, specifications and other contract documents resulting in additional costs shall only be Joshua Breakstone or Noah Breakstone, or their successor as Chair or Vice Chair, respectively). WORK ONCE COMMENCED, WITHOUT A WRITTEN CHANGE ORDER, SHALL BE CONSIDERED PART OF THE FIXED CONTRACT PRICE - THERE ARE NO EXCEPTIONS TO THIS CONDITION. Contractor shall be responsible for any costs associated with unapproved deviations from the Contract Documents. All deviations from the drawings necessary to conform to the structure as built shall be made at no additional cost to Owner. If the rearrangement or relocation of equipment, materials, dirt and the like are required by Contractor, it shall be done at no extra cost to Owner. If Contractor provides a price quotation for a proposed Change Order that was requested or issued by Owner, and the price quotation conforms to all statutory and contractual requirements for the Project, Owner shall provide written notice to Contractor, within thirty-five (35) days of receipt of the price quotation, either approving or denying same. If Owner denies the price quotation, the notice must specify any deficiencies and list action steps required to remedy the deficiencies. If Owner fails to provide the approval or denial notice within such timeframe, the price quote and the related Change Order are deemed to be approved by Owner, and Owner shall be obligated to pay Contractor the amount stated in the price quotation upon the completion of portion of the Work addressed by the Change Order.

**A-4.1.1 Code Compliance.** Notwithstanding anything to the contrary in this Agreement, the Contractor shall ensure that all Work, including any changes, additions, or substitutions, satisfies all applicable federal, state, and local code requirements. The Contractor's Proposal attached at Exhibit C includes all work necessary to meet such code minimums. If, at any time, the scope of Work set forth in this Agreement or as modified by a Change Order does not satisfy applicable code requirements in effect at the time of delivery of the Proposal to the District, the Contractor shall, at its sole expense, perform and pay for all work necessary to achieve compliance. Any work required to meet code shall not be subject to reimbursement or adjustment through a Change Order to the Owner.

**A-4.2 Claims for Additional Compensation or Time.** The sole and exclusive circumstances under which the Contract Sum and Substantial Completion Deadline and Final Completion Deadline may be adjusted are those expressly identified in the Contract Documents. If Contractor wishes to request an increase in its time for completion of the Work or Contract Sum for any reason permitted in the Contract, Contractor must make a written request for that increase on or before the earlier to occur of (a) the date on which Contractor commences any Work that will be the basis of the claim (except in the case of an emergency) or (b) the date that is seven days after Contractor receives the written direction from Owner, (c) pursuant to the timelines provided for in Section A-4.2.1 for rain-induced delays, or (d) first learns of any other condition or occurrence, upon which the claim will be based. If a claim is not made within this period, it will be deemed to have been waived, regardless of whether Owner is in fact prejudiced by the failure to make a claim within this period. Merely notifying Owner of a condition or circumstance does not constitute making a claim. Except in the case of emergencies, if any Contractor-Group Member performs additional Work without Owner's prior written authorization or written agreement, Contractor will not be entitled to reimbursement for, and hereby waives any claim for an increase to the Contract Sum or additional time in connection with, the additional Work. Contractor will be entitled to additional compensation or time only to the extent, if any, determined by Owner, and without limitation will not be entitled to additional compensation or time to the extent that the basis of its claim is any negligent act or omission or intentional misconduct of any Contractor-Group Member, or the failure of any Contractor-Group Member to act reasonably or to comply with the Contract Documents (including any failure to observe or discover a condition that Contractor reasonably should have observed or discovered in taking the actions described in Section A-4.3).

**A-4.2.1 Claims for Additional Time Due to Rain.** The Contractor shall notify the Owner via email at [elavoie@btipartners.com](mailto:elavoie@btipartners.com) and [kate.john@kutakrock.com](mailto:kate.john@kutakrock.com) of any rain-induced delays, specifying the anticipated delay in hours within 24 hours of the rain-induced delay. Full-day delays are not permissible due to the intermittent nature of Florida rain. By month's end, the Contractor must submit a comprehensive log of rain-induced delay hours, accompanied by substantiating documentation. The Owner shall evaluate and approve the delay hours based on the provided evidence. The Contractor is obligated to proceed with work during

non-impeding rain intervals and is prohibited from suspending operations for an entire day due to rain. Moreover, the Contractor is obligated to mitigate any additional time lost due to rain by utilizing non-standard working days, including but not limited to Saturdays or Sundays, if permitted by applicable law and ordinance.

**A-4.3 Review of Documents and Field Conditions.** Contractor represents that (a) it has, before executing this Agreement, carefully reviewed the Contract Documents (including any geotechnical report referenced in Exhibit B or otherwise) and any other documentation provided to Contractor regarding the Work or the worksite, visited the site of the proposed Work and has made such investigations that it may deem necessary, so as to determine, to its own satisfaction, the location, nature and scope of the proposed Work, the conformation and configuration of the grounds and site, the types and quantities of materials to be required or encountered, the nature and locations of all obstructions which may require protection, shoring, bracing, removal, relocation or replacement, the nature of the ground conditions and conditions as provided by other contractors, the equipment and facilities needed preliminary to and during the execution of the Work, the general and local conditions, and all other matters which can in any way affect the Work covered by this Agreement become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents, (b) it has included in the Contract Documents all qualifications, exclusions, and reservations to the scope of the Work to be provided for the Contract Sum and within the required time that it knew of based on its investigations under this Section, or that a reasonable contractor performing Contractor's obligations under this Section would reasonably have known of, and (c) in executing this Agreement, Contractor is not relying on any statements or other representations of Owner or its agents with respect to the Property, the Project, or the Contract Documents except as expressly set forth in the Contract Documents. Contractor shall promptly report to Owner any errors, inconsistencies, or omissions it discovers in the Contract Documents or in any document or information provided by Owner or Others, and any defects it discovers in existing improvements (including the work of Others) that may affect the Work, though this notice will not relieve Contractor from its other obligations under the Contract Documents.

**A-4.4 Force Majeure.** Contractor will be entitled to an adjustment of the Substantial Completion Deadline and the Final Completion Deadline to the extent that Force Majeure directly delays the critical path of the Work, on condition that Contractor makes a timely and proper claim as provided in Section A-4.2 and subject to other terms and conditions of this Agreement. "Force Majeure" means catastrophic named storms and resulting floods, lightning, tornadoes, hurricanes, earthquakes, and other acts of God, wars, civil disturbances, terrorist attacks, revolts, insurrections, sabotage, commercial embargoes, epidemics, fires, and explosions, to the extent the same (a) is not attributable to the act or omission of any Contractor-Group Member, and (b) cannot reasonably be circumvented through the use of alternate sources, workaround plans, or other means. Contractor shall diligently endeavor to overcome Force Majeure, and, without limitation, shall proceed with any portion of the Work not affected by the Force Majeure.

**A-4.5 Notification of Surety.** If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Sum or time for completion of the Work), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## **A-5. REQUIREMENTS REGARDING PERFORMANCE OF WORK.**

**A-5.1 Standard of Care.** Contractor shall perform the Work in accordance with the standard of care used by reputable contractors performing similar work for projects similar to this Project (though this standard of care does not affect any higher standard of care that would apply but for this sentence).

**A-5.2 Providing Necessary Elements.** Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and Final Completion of the Work.

**A-5.3 Persons Performing Work.** Contractor shall ensure that all Work is performed and supervised by skilled and experienced personnel that are directly employed by Contractor or an approved Subcontractor. Contractor shall enforce strict discipline and good order among Contractor's employees and other Contractor-Group Members. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of Contractor's employees are Contractor's responsibility. Contractor shall comply with all Laws related to its employees, including Laws regulating workers compensation, social security, unemployment insurance, hours of labor, wages, and working conditions.

**A-5.4 Safety; Repair of Damage.** Contractor shall confine operations at the Property to areas permitted by Laws, the Contract Documents, and Owner. Contractor is solely responsible for and has sole control over (a) means, methods, techniques, and procedures for the Work and (b) initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall maintain a safe worksite, shall take all necessary precautions for the safety and security of persons or property, and shall provide protection to prevent damage, injury, or loss to persons or property, including employees performing the Work, other persons that may encounter or be affected by the Work, the Work itself, work provided by Others, and any other personal or real property that may be affected by the Work. Contractor shall promptly and at its own expense repair and otherwise remedy damage and loss to property arising out of the Work. Among other requirements, the Contractor or Subcontractor performing trench excavation work for the Work shall comply with the applicable trench safety standards.

**A-5.5 Hazardous Materials.** Contractor is responsible for the proper delivery, handling, application, storage, removal, and disposal, in compliance with Laws, of all materials and substances brought to the Property by any Contractor-Group Member or otherwise

used or consumed in the performance of the Work. If Contractor encounters any pre-existing hazardous materials at the Property, it shall immediately notify Owner and shall not disturb the hazardous materials unless otherwise directed by Owner.

**A-5.6 Access to Work.** Contractor shall provide Owner, its representative or designee, and Others with access to the Work in preparation and progress wherever located.

**A-5.7 Cleaning.** Contractor shall keep the worksite and surrounding area free from accumulation of debris and trash related to the Work, and shall comply with Owner's requests regarding cleaning. Upon Final Completion of the Work, Contractor shall remove all tools, construction equipment, machinery, and surplus material of Contractor-Group Members, and shall properly dispose of waste materials.

**A-5.8 Warranty.** Contractor warrants that all Work will be performed in a good and workmanlike manner, that all materials and equipment furnished under the Contract Documents will be of good quality and new, and that the Work will conform to the requirements of the Contract Documents and will be free from defects. This warranty will commence upon Final Completion or the earlier termination of this Agreement, and is in addition to any other warranty (and is not limited by any other warranty or any warranty disclaimer or limitation) required by law, included elsewhere in the Contract Documents, or issued by any Contractor-Group Member (including any manufacturer) at any time hereafter. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and Subcontractors. If an assignment of warranty requires the material supplier or Subcontractor to consent to same, then Contractor shall secure the material supplier's or Subcontractor's consent to assign said warranties to Owner.

**A-5.9 Compliance with Laws; Permits.** Contractor shall ensure that all Work is performed in accordance with Laws. Contractor is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations, that in any manner affect the Work. Ignorance on the part of Contractor will in no way relieve it of responsibility. If Contractor performs Work that it knows or should reasonably know is contrary to Laws, Contractor shall bear the costs attributable to correction. Contractor shall pay sales, consumer, use, and similar taxes that are legally required during the term of this Agreement, and the Contract Sum includes all such taxes required (whether or not yet effective or merely scheduled to go into effect) at the time when this Agreement is executed. Contractor shall obtain at the appropriate time the building permit and any other permits, licenses, inspections, or approvals for the Work required under Laws or otherwise necessary for proper execution and Final Completion of the Work. If the Contract Documents require any Contractor-Group Member to provide design services, Contractor shall procure those services from a licensed design professional retained by Contractor. Contractor represents that it and its Subcontractors are, and during the term of this Agreement will remain, fully qualified and licensed under Laws to perform the Work.

**A-5.10 Liquidated Damages for Failure to Complete the Work.** Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed by the deadlines set forth in the Agreement, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

(a) Substantial Completion: Contractor shall pay Owner \$3,813.00 for each day that expires after the time (as duly adjusted pursuant to the Agreement) specified above for Substantial Completion, until the Work is substantially complete.

(b) Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the required timeframe (as duly adjusted pursuant to the Agreement) for completion and readiness for final payment, Contractor shall pay Owner \$ 3,813.00 for each day that expires after such time until the Work is completed and ready for final payment.

(c) Contractor and Owner acknowledge and agree that the liquidated damages set forth in the Agreement are based on the Florida Department of Transportation's ("FDOT") published schedule of liquidated damages [as stated in Section 8-10.2 of the *Florida Department of Transportation, Standard Specifications for Road and Bridge Construction (FY 2025-26)*] and shall be adjusted in accordance with any increases or modifications to FDOT's published rates. The applicable rate shall be the rate in effect at the time of the delay or breach triggering Section A-5.10 of the Agreement.

(d) Liquidated damages for failing to timely attain Substantial Completion, and Final Completion are not additive, and will not be imposed concurrently.

(e) Default days shall be counted in calendar days. Owner has the right to apply, as payment on such liquidated damages, any money Owner owes the Contractor. Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it. In the case of a default of the Contractor and the completion of the work by Owner, the Contractor and his surety are liable for the liquidated damages under the Contract, but Owner will not charge liquidated damages for any delay in the final completion of Owner's performance of the work due to any unreasonable action or delay on the part of Owner.

**A-5.11 Submittals.** Contractor shall promptly prepare or review (as applicable), approve in writing, and submit to Owner (and, if directed by Owner, its engineer) any shop drawings, product data, samples, and similar submittals required by the Contract Documents. Contractor shall perform the Work in accordance with shop drawings, product data, samples, and other submittals approved by Owner, but Owner's approval will not excuse Contractor from the failure of any of these submittals to conform to any requirements of the Contract Documents.

**A-5.12 Ethics.** Contractor shall perform the Work with integrity, and shall disclose and avoid conflicts of interest. Contractor represents that it has not and shall not pay or receive any contingent fees or gratuities to or from any other person in connection with the Work.

**A-5.13 Confidentiality.** Contractor shall keep confidential, and shall require other Contractor-Group Members to keep confidential any documents or information relating to the Property, this Project (including any incidents or disputes arising out of the Work), or Owner or its affiliates that is identified by Owner as confidential and/or exempt under Florida's public records laws. Contractor shall not (and shall ensure that other Contractor-Group Members do not) use pictures of the Property, or identify the Property by name or address, in any advertisements or publicity without Owner's and Property Owner's written consent. This Section will survive Final Completion and any earlier termination of this Agreement.

**A-5.14 Documentation.** Contractor shall keep organized and detailed records, books, correspondence, drawings, receipts, subcontracts, purchase orders, and other documentation relating to the Work, including Subcontractors' evidence of insurance and lien waivers procured from Subcontractors. Contractor shall also maintain daily records regarding the Work, including information regarding manpower, Work in progress, accidents, and field observations. Contractor shall keep all of the foregoing documentation, and shall make this documentation available to Owner and its designees for inspection and copying in normal working hours, until three years after the earlier of Final Completion or the termination of this Agreement.

**A-6. SUBCONTRACTORS.** Contractor shall require Subcontractors, to the extent of their Work, to comply with Contractor's obligations in the Contract Documents. Before any Subcontractor commences Work, Contractor shall cause the Subcontractor to execute a written agreement that provides that Owner is an intended third-party beneficiary of the agreement and requires the Subcontractor, to the extent of its Work, to be bound to Contractor by the terms of the Contract Documents, to assume toward Contractor the obligations that Contractor, by the Contract Documents, assumes toward Owner, to carry the insurance and make the waivers required of Contractor in Section A-8, and to impose these requirements on its sub-subcontractors. Each agreement with a Subcontractor must protect Owner's rights under this Agreement with respect to the Work to be performed by the Subcontractor, so that subcontracting that Work will not prejudice Owner's rights. Contractor is responsible for all Work performed by, and all acts and omissions of, Contractor-Group Members.

**A-7. WORK BY OTHERS.** Owner or Property Owner may perform work at the worksite via Others. Contractor shall cooperate with Others, coordinate its Work with any work of Others, perform its Work so as not to hinder, delay, interfere with, or damage any work of Others, and permit Others to store materials and equipment at the worksite and otherwise access the worksite.

#### **A-8. INSURANCE.**

**A-8.1 Required Coverages.** Contractor shall maintain the following minimum insurance with respect to the Work without interruption from the date of this Agreement through Final Completion, at any time thereafter when Contractor enters the worksite to perform corrective Work, and during any additional periods specified in this Agreement:

- (a) *Commercial general liability insurance* on the most recently filed ISO CG 00 01 form that, without limitation:
- (i) has limits of not less than the greater of (A) \$1,000,000 each occurrence, \$2,000,000 general aggregate (per-project), and \$2,000,000 products-completed operations aggregate or (B) the limits Contractor actually maintains;
  - (ii) provides coverage for claims arising out of or resulting from operations under this Agreement and for which the insured may be legally liable, including (A) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and coverage for death and mental anguish, (B) personal and advertising injury, (C) damages because of physical damage to or destruction of tangible property, including the loss of use of such property, (D) bodily injury or property damage arising out of completed operations, and (E) Contractor's indemnity obligations under Section A-9;
  - (iii) does not exclude or restrict coverage with respect to the following: (A) claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim; (B) claims for property damage to the Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor; (C) claims for bodily injury other than to employees of the insured; (D) claims for indemnity under Section A-9 arising out of injury to employees of the insured; (E) claims or loss excluded under a prior work endorsement or other similar exclusionary language; (F) claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language; or (G) claims that apply to the type or nature of this particular Work (e.g., if the Work involves earth subsidence or movement, there must be no exclusion for these hazards, and if the Work involves explosion, collapse or underground hazards, there must be no exclusion for these hazards);
  - (iv) includes the Additional Insureds identified in the Agreement as additional insureds via an ISO 20 10 11 85 endorsement if available, and otherwise via one or more endorsements (e.g., a combination of CG 20 10 and CG 20 37) that provides coverage for both ongoing and completed operations, does not limit coverage to vicarious liability, and is otherwise reasonably acceptable to Owner; and
  - (v) applies as primary and non-contributory insurance with respect to any other insurance or self-insurance program available to the Additional Insureds, provides coverage to the Additional Insureds at least as broad as that available to the named insureds, and does not include terms that make the coverage afforded to an Additional Insured excess to other insurance on which such party is also an additional insured.

Contractor shall maintain its products-completed operations coverage for the greater of three years after Final Completion of the Work or the time during which a claim arising out of the Work may be properly asserted under the applicable statute of limitations or

repose (such applicable period, the “Repose Period”), and shall include the Additional Insureds as additional insureds during this period, on a primary and non-contributory basis.

- (b) *Automobile liability insurance*, covering vehicles owned by Contractor and non-owned vehicles used by Contractor or anyone for whose acts Contractor is responsible, with a combined single limit of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. Contractor shall cause the Additional Insureds to be included as additional insureds under this policy on a primary and non-contributory basis. If the Work will involve hauling or transporting waste materials, hazardous material, hazardous substances or any other environmentally regulated substances that require a regulated manifest, Contractor shall also obtain CA-9948 and MCS-90 endorsements.
- (c) *Workers compensation and employers liability insurance* for all persons that perform Work for Contractor or anyone for whose conduct Contractor is responsible. The workers compensation insurance must fulfill applicable statutory requirements. The employers liability insurance must have limits of not less than \$1,000,000 each employee – each accident, \$1,000,000 each employee – each disease, and \$1,000,000 policy limit.
- (d) *Commercial excess or umbrella liability insurance* with respect to Contractor’s CGL, automobile, and employers liability insurance, with a limit of not less than **\$5,000,000** each occurrence and annual aggregate. This insurance must be at least as broad as the underlying coverages, must be maintained for the Repose Period, must (with respect to Contractor’s CGL and automobile insurance) include the Additional Insureds as additional insureds on a primary and non-contributory basis until the end of the Repose Period, and must include a waiver of subrogation as required in Section A-8.3. The excess policy must not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Notwithstanding the specified minimum limits in this Section A-8.1 for primary CGL, automobile, and employers liability insurance and the separate specified minimum limit for commercial excess or umbrella liability insurance, in each case this Section A-8.1 is to be construed as requiring only the combined primary and excess/umbrella minimum limit and that combined minimum limit may be achieved with any combination of primary and excess or umbrella insurance.
- (e) *Professional liability insurance*, if the Work includes any professional services, with limits of not less than \$1,000,000 each claim and \$1,000,000 annual aggregate. If Contractor performs the professional services, then it shall carry this insurance; if a Subcontractor performs the services, then Contractor shall require the Subcontractor to carry this insurance. In either case this insurance, if required, must be retroactive to the date of the commencement of the professional services and must be maintained for at least three years after Final Completion or the earlier termination of this Agreement.
- (f) *Contractors’ pollution liability insurance* (or “contractor’s pollution indemnity insurance”) covering losses caused by pollution conditions that arise from the Work, with limits of not less than \$2,000,000 per loss and in the aggregate. This insurance (i) must be retroactive to the date of the commencement of the Work, if it is written on a claims-made basis, (ii) must be maintained, or an extended reporting period must be exercised, until the end of the Repose Period, and (iii) must include the Additional Insureds as additional insureds on a primary and non-contributory basis, until the end of the Repose Period.
- (g) *Property insurance* covering the full replacement value of rented or owned job trailers, machinery, tools, equipment, and other property used by Contractor or Subcontractors and not destined to become a part of the completed construction, and Work (including materials and equipment) until the risk of loss passes to Owner at Final Completion, and Contractor hereby waives, and shall require its Subcontractors (including lessors of equipment and the owners of any borrowed items) to waive, all claims against the Additional Insureds, any tenants at the Property, Others, and their employees, for loss or damage to these items, regardless of the cause. Except to the extent a loss is covered by insurance proceeds paid to Owner, Contractor bears the risk of loss and damage to the Work (including any materials incorporated or to be incorporated as part of the Work) until the date when the Work is completed.

**A-8.2 Subcontractors’ Insurance.** Contractor shall by written agreement require its Subcontractors to maintain the insurance and make the waivers required of Contractor in this Section A-8, subject to individual exceptions to the extent specifically agreed by Owner in writing on a case-by-case basis.

**A-8.3 Insurance Requirements.** Required Insurance must, unless otherwise agreed in writing by Owner, be issued by reputable insurance carriers authorized to transact that class of insurance in the State(s) in which the Work is performed, having an A.M. Best rating of at least A- VIII. The cost of the Required Insurance (including deductibles and self-insured retentions related to claims arising out of the Work), as well as the cost of any other insurance carried by Contractor with respect to the Work, will be borne solely by Contractor, and Contractor shall reimburse Owner for amounts paid by Owner or other Additional Insureds due to deductibles or self-insured retentions with respect to Required Insurance. Contractor shall require the issuers of Required Insurance to waive subrogation rights with respect to the Additional Insureds, and Contractor hereby waives all rights against the Additional Insureds and Others for damage occurring on or after the date on which this Agreement is executed to the extent that damage (a) is covered by Required Insurance or any other insurance maintained by Contractor, (b) is attributable to any deductible or self-insured retention relating to insurance maintained by Contractor, or (c) arises out of the sole negligence of any Contractor-Group Members. Contractor shall ensure that Required Insurance policies (with the exception of any

professional liability policies) do not include defense costs within the limits of liability, and do not include a deductible or self-insured retention in excess of \$25,000 (or \$50,000 for professional liability) except with Owner's written approval.

**A-8.4 Evidence of Insurance.** Contractor shall provide to Owner a certificate of insurance on ACORD Form 25 evidencing the Required Insurance, and if requested, the required additional insured, waiver of subrogation, notice of cancellation, and primary and non-contributory endorsements, at the following times: (a) prior to commencement of the Work; (b) upon renewal or replacement of each required policy of insurance; and (c) upon Owner's written request. Contractor shall require Required Insurance policies to provide Owner with at least 30 days' written notice of cancellation (or 10 days' written notice if cancellation is due to non-payment of premium), and in any event shall ensure that Owner is notified before the cancellation or non-renewal of any Required Insurance. Contractor shall cause its certificates of insurance to disclose any deductible or self-insured retention applicable to any of its Required Insurance policies, and shall provide certified copies of Required Insurance policies if requested. Owner's failure to require Contractor to provide evidence of Required Insurance, or Owner's acceptance of evidence that indicates insurance that fails to satisfy any requirements of this Agreement, will not constitute a waiver of these requirements. Before permitting any Subcontractor to commence Work at the Property, Contractor shall obtain a certificate of insurance from that Subcontractor evidencing its compliance with the requirements of this Agreement. If Contractor fails to have secured and maintained the required insurance, the Owner has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

**A-9. INDEMNITY; SOVEREIGN IMMUNITY.** To the fullest extent permitted by Laws, Contractor shall indemnify and defend the Additional Insureds from claims, damages, liabilities, losses, and expenses, including attorneys' fees and dispute-related expenses (collectively, "Claims"), to the extent arising out of (a) performance of the Work, but only to the extent caused by the negligent acts or omissions or willful misconduct of Contractor or a Contractor-Group Member or (b) Contractor's breach of this Agreement. In claims against any indemnified person by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnity obligation in this Section will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a Subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts. Contractor's obligations under this Section (a) do not negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a person described in this Section, and (b) will survive Final Completion and any earlier termination of this Agreement. Nothing in the Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**A-10. CORRECTION OF DEFECTIVE WORK.**

**A-10.1 Correction of Work Before Completion.** Contractor shall promptly correct Work rejected by Owner as failing to conform to the requirements of the Contract Documents. Contractor shall bear the cost of correcting any rejected Work, including the costs of uncovering, replacement, and additional testing. Owner will be deemed to have accepted defective or nonconforming Work only if it does so expressly and in writing, and acceptance of defective or nonconforming Work will not be implied by a progress payment or final payment, by any inspection or testing of the Work, by any course of dealing or oral acceptance, or by partial or entire use or occupancy of the completed Work by Owner or others. Any omissions, relative to the standard of workmanship in the Contract Documents shall not relieve the Contractor of the obligation to furnish the best of workmanship.

**A-10.2 Correction of Work After Completion.** For one year after Final Completion of the Work or the earlier termination of this Agreement and during any longer correction period provided elsewhere in the Contract Documents (including during any longer "warranty period" described elsewhere in the Contract Documents or in any separate warranty document issued hereafter), Contractor shall at its own expense within five days after Owner's notice of repair or replace, as directed by Owner, (a) any portion of the Work that is defective in workmanship or material or otherwise is not in accordance with the Contract Documents (including applicable drawings and specifications) or other warranties in the Contract Documents, and (b) any other resulting damage. Neither this Section nor any "warranty period" described elsewhere in the Contract Documents is to be construed to establish a period of limitation with respect to Section A-5.8 or any other obligations Contractor has under the Contract Documents.

**A-10.3 Owner's Right to Cure Failures.** If Contractor fails to perform the Work in accordance with the Contract Documents or otherwise fails to comply with any requirement of the Contract Documents, and either the situation constitutes an emergency or Contractor does not cure the failure to Owner's satisfaction within five days after it receives notice from Owner of the failure, then Owner may at Contractor's expense (and in addition to any other remedies available to Owner) arrange for the failure to be cured by whatever means Owner may choose and Contractor shall indemnify Owner from all losses, liabilities, and expenses, including attorney fees, incurred by Owner in connection with the cure. Owner may also issue a written order to Contractor to stop the Work, or any portion of the Work, until the failure is cured, and Contractor will not be entitled to any time extension or increase to the Contract Sum due to the Work stoppage. Owner has no obligation to exercise its rights under this Section for the benefit of Contractor or any other person. This Section will survive Final Completion and any earlier termination of this Agreement.

**A-10.4 Construction Defects.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. In addition, upon receipt of written notice from the Owner of any defect in the Work, Contractor shall have five (5) days from receipt of such notice to inspect and cure the

reported defect. Notwithstanding the foregoing, in the event of an emergency, the Owner may at Contractor's expense (and in addition to any other remedies available to Owner) arrange for the failure to be cured by whatever means Owner may choose and Contractor shall indemnify Owner from all losses, liabilities, and expenses, including attorney fees, incurred by Owner in connection with the cure. The inspection right provided in this Section does not limit or extend Contractor's obligations to promptly correct defective Work under Section A-10.2 of the General Conditions or the Owner's rights under Section A-10.3 of the General Conditions.

#### **A-11. SUSPENSION AND TERMINATION.**

**A-11.1 By Owner, for Cause.** Owner may terminate this Agreement for cause, upon seven days' written notice (or any longer period Owner may elect to specify in its notice), if Contractor (a) refuses or fails to supply enough properly skilled workers or proper materials, (b) fails to make payment to Subcontractors for materials or labor in accordance with this Agreement and the respective agreements between Contractor and its Subcontractors, (c) disregards Laws, or (d) otherwise breaches a provision of this Agreement. Upon this termination, (i) Owner may take possession of the worksite and of all materials thereon paid for by Owner and finish the Work by whatever method Owner may deem expedient, and (ii) Contractor will not be entitled to receive further payment (if any is due) until the Work is finished (except to the extent such is inconsistent in any way with Florida's Prompt Payment Act, such Prompt Payment Act shall control).

**A-11.2 By Owner, for Convenience.** Owner may at any time, for Owner's convenience and without cause, suspend or postpone any portion of the Work or terminate this Agreement. Unless otherwise specified in Owner's written notice, any such suspension or termination will be effective immediately. If Owner terminates for convenience, Contractor will be entitled only to the greater of (a) the portion of the Contract Sum earned through the date the termination becomes effective and not previously paid, including release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed and (b) \$100, and will not be entitled to overhead or profit on Work not executed or to any other amounts, including termination-related expenses or any other consequential damages of any kind. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. A termination by Owner under this Section will not constitute a waiver of any claims Owner may have against Contractor, or prejudice any other right or remedy available to Owner.

**A-11.3 By Contractor.** Contractor, as its sole remedy for Owner's failure to make timely payments of amounts not subject to dispute as required in this Agreement (other than rights under Laws that cannot be waived), may suspend the Work or terminate this Agreement, but only if such amounts remain unpaid for 90 days after the payment period provided in this Agreement expires. For any other default of Owner, Contractor may suspend the Work or terminate this Agreement only if Owner fails to cure the default within 30 days (or such longer period as may be necessary for Owner exercising diligent efforts to cure the default) after Contractor notifies Owner of the default and of Contractor's intention to suspend or terminate this Agreement if Owner does not cure the default. In each case Contractor's suspension or termination notice (a) must be delivered via reputable overnight carrier or registered or certified mail, (b) will be effective 14 days after Owner receives the notice stating that Contractor is terminating the Agreement or suspending the Work (as applicable), and (c) will not be effective if Owner cures the failure within this period. If Contractor elects to suspend initially under this Section then on and after the date the suspension becomes effective pursuant to this Section the Contractor may thereafter terminate this Agreement upon seven additional days' written notice, except this Agreement will not terminate and Contractor shall resume the Work if Owner cures the default before the termination becomes effective. To the extent this Section A-11.3 is inconsistent in any way with Florida's Prompt Payment Act, such Prompt Payment Act shall control.

#### **A-12. PROVISIONS RELATED TO DISPUTES.**

**A-12.1 Performance During Disputes.** Except as provided in Section A-11.3, Contractor shall continue performing the Work without interruption notwithstanding any dispute arising out of or related to the Work or this Agreement, and if Contractor continues performing then Owner shall continue to make payments of amounts not subject to dispute or withholding.

**A-12.2 Attorneys' Fees.** Should any claim, action, or proceeding be commenced between the parties arising out of or relating to the Work or this Agreement, the party substantially prevailing in the claim, action, or proceeding will be entitled to recover from the other party its reasonable attorneys' fees and other expenses incurred in connection with the claim, action, or proceeding.

**A-12.3 JURY TRIAL WAIVER.** IN CONNECTION WITH ANY LITIGATION RELATED TO THE WORK OR THIS AGREEMENT, THE PARTIES WAIVE ALL RIGHTS TO HAVE THE DISPUTE RESOLVED IN A TRIAL BY JURY.

**A-12.4 Governing Law.** The Laws of the State in which the Property is located, without giving effect to principles of conflicts of laws, govern all disputes arising out of this Agreement, including all tort claims. All actions and disputes shall be brought in the proper court and venue, which shall be in or for the Florida county in which the Property is located.

**A-12.5 Remedies.** Except where this Agreement provides that a remedy is a party's sole remedy, the rights and remedies granted to the parties in this Agreement are in addition to, and are not to be construed as a limitation of, any rights and remedies available to the parties under Laws, by special warranty or guarantee, or by other provisions of this Agreement.

**A-12.6 Personal Liability.** None of Owner's or Property Owner's direct or indirect affiliates, members, partners, managers, agents, or representatives, and none of the officers, directors, shareholders, supervisors, staff, lawyers, managers, engineers, consultants, agenda, subcontractors or employees of Owner or of any of the foregoing, will have any personal liability under or in connection with this Agreement, and Contractor shall not name them in or seek to join them in any action related to the Work or this Agreement.

**A-12.7 Waiver.** Under no circumstances will Contractor be entitled to recover any amounts for lost productivity, inefficiency, out-of-sequence work, stacking of trades, idle equipment, lost profits, extended home office overhead, interest (except to the extent waiver of

interest is prohibited by Florida Statute, including section 218.75, Florida Statutes), or any other indirect costs, and Contractor hereby waives any right to claim such costs under this Agreement or otherwise with respect to the Work.

**A-12.8 Severability.** If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement will be enforceable to the fullest extent permitted by Laws.

**A-13. TAX-EXEMPT DIRECT PURCHASES.** Owner and Contractor agree that the Owner may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the Work performed according to the Agreement. In such event, the following conditions shall apply:

**A-13.1** Owner represents to Contractor that the Owner is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.

**A-13.2** Owner may elect to implement a direct purchase arrangement whereby the Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the Work directly from the suppliers to take advantage of Owner's tax exempt status.

**A-13.3** Prior to purchasing any materials, the Contractor shall contact Owner to determine which materials will be treated as Direct Purchase Materials.

**A-13.4** Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to Owner; (3) payment of the vendor's invoice will be made directly by Owner to the vendor from public funds; (4) Owner will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) Owner assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

**A-13.5** Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Owner shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding Change Orders shall be executed at the time of the direct purchase to reflect the direct purchases made by Owner and if the original contract contemplated sale of materials and installation by same person, the Change Order shall reflect sale of materials and installation by different legal entities.

**A-13.6** Upon delivery of the Direct Purchase Materials to the jobsite, Owner shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials.

**A-13.7** Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers from public funds.

**A-13.8** Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products. All warranties, bonds, and other forms of indemnification provided by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

**A-13.9** Owner shall, at its option, maintain insurance on the Direct Purchase Materials.

#### **A-14. INTERPRETATIONAL MATTERS.**

**A-14.1 Interpretation of Documents.** The intent of the Contract Documents is to include all items necessary for the proper execution and Final Completion of the Work by Contractor. If Contractor becomes aware of any inconsistencies, ambiguities, conflicts, omissions, or errors in or between portions of the Contract Documents, Contractor shall promptly (and in any event before proceeding with Work based on the discrepancy) submit the matter to Owner for clarification. The different provisions of the Contract Documents are complementary, and unless Owner determines otherwise in an individual case (a) what is required by one is as binding as if required by all and (b) with respect to inconsistencies or conflicts within or between parts of the Contract Documents, or between the Contract Documents and Laws, Contractor shall provide the greater quantity of Work and comply with the more stringent requirement. The purpose of any attached proposal from the Contractor and/or any attached qualifications/exclusions/clarifications/work description document provided by the Contractor (*e.g.*, as Exhibit C) is solely to define the scope of the Work, and consequently, except as Owner may otherwise determine in any particular case, any other provisions or limitations of any kind in any such documents are null and are not part of this Agreement.

**A-14.2 Entire Agreement.** This Agreement represents the entire and integrated agreement between Owner and Contractor with respect to the Work, and supersedes and replaces any existing written or oral agreements between the parties regarding the Work. No verbal agreement, verbal Change Order, verbal conversation, report, or recommendation shall have any effect on this contract whatsoever. This will be strictly enforced and applied. Notwithstanding the foregoing, and except as Owner may otherwise determine, this Agreement does not abrogate Contractor's responsibility for any prior signed statements or agreements provided or made by Contractor for Owner's benefit.

**A-14.3 Third-Party Beneficiaries.** Nothing in this Agreement gives any person other than Contractor any rights against Owner, whether as a third-party beneficiary or otherwise.

#### **A-15. GENERAL PROVISIONS.**

**A-15.1 Ownership of Documents.** Owner will own any drawings, reports, or other documents, in whatever format, provided by Owner or its consultants, or produced by Contractor or Subcontractors, in connection with the Work. Contractor shall, upon Owner's request, promptly provide Owner with copies of these documents in Contractor's possession or control, in the requested format.

**A-15.2 Status of Contractor.** Contractor is acting under this Agreement solely as an independent contractor, and not as an employee, partner, or joint venturer. Contractor has no authority to act for or otherwise bind Owner.

**A-15.3 Expenses.** Except as specifically provided in this Agreement, Contractor shall perform its obligations under this Agreement at its own expense.

**A-15.4 Notices.** Notices, requests, and other communications related to this Agreement must be in writing and will be effective when delivered (even if delivery is rejected) to the address for the recipient party below its signature to the Agreement (as modified by that party's written notice to the other party that its address has changed) or when the written notice is otherwise actually received by the recipient party.

**A-15.5 Assignment.** Contractor shall not assign or transfer its interest in this Agreement or assign or transfer any of its rights (including rights to payment), claims, or obligations arising out of related to the Work or this Agreement or delegate any obligations under this Agreement in whole or part, by operation of law or otherwise (other than engaging Subcontractors as provided in this Agreement), without first obtaining Owner's written consent. Any assignment without Owner's written consent is void, unless Owner elects otherwise. Owner may without Contractor's consent assign this Agreement, in whole or in part, to a lender, purchaser, affiliate, or other person, on an exclusive or non-exclusive basis, and without limitation may assign only Owner's rights with respect to Contractor's warranty and correction obligations.

**A-15.6 Waivers.** Owner's failure to insist upon compliance with any requirement of the Contract Documents at the time it learns of the noncompliance will not constitute a waiver of Owner's rights in connection with the noncompliance. A proper written waiver by Owner will only be applicable to the specific provision and instance to which it is related, and will not be deemed to be a continuing or future waiver.

**A-15.7 Counterparts.** The parties may sign this Agreement in separate counterparts, and this Agreement will be deemed fully executed when each party has signed and delivered at least one counterpart even though no single counterpart contains the signature of both parties. Signatures may be sent via electronic means, including fax or attachment to an email, and exchange of original signatures is not necessary.

**A-15.8 Electronic Copies.** Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks (such documents in such format, "Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the parties in accordance with the applicable rules of evidence, and neither party will object to the admissibility of the Imaged Agreement on the basis that it was not originated or maintained in documentary ("hard copy") form.

**A-15.9 Public Records.** The Contractor understands and agrees that all documents of any kind provided to the Owner in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the Owner; and 4) upon completion of the contract, transfer to the Owner, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT [WRATHELLC@WHHASSOCIATES.COM](mailto:WRATHELLC@WHHASSOCIATES.COM), OR BY REGULAR MAIL AT WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**A-15.10 Handling of Excess Unsuitable Materials and Fill Dirt.** Any excess material deemed unsuitable for use in the project shall become the property of the Contractor and must be removed from the project site at the Contractor's sole expense unless the Owner provides written approval for an alternative disposition. The Contract Sum shall be deemed to include all costs associated with the removal, disposal, stockpiling, or other handling of excess suitable fill dirt, when such work is specifically identified in the Project Manual. No additional compensation shall be due to Contractor for such work. The Owner shall have sole discretion to determine the

disposition of any excess suitable fill dirt. The Contractor shall comply with all instructions from the Owner regarding whether such material is to remain on-site, be removed, or otherwise disposed of, and the Contractor shall bear all associated costs unless otherwise agreed to in writing by Owner through a Change Order.

**A-15.11 Stormwater Management.**

**A-15.11.1** Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the “Clean Water Act” or “CWA”), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System (“NPDES”) Program, has developed an erosion, sedimentation and storm water pollution control and prevention plan (a “SWPPP”) for the Work in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor-Group Member shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor’s or Contractor-Group Members’ failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP. Such failures shall constitute a material breach of this Agreement.

**A-15.11.2** Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor-Group Members regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Work. Prior to commencing the Work or within a reasonable time after, the designated Contractor representative shall contact Owner’s jobsite Storm Water Compliance Representative to request information on storm water management for the Work. Contractor and Contractor-Group Member shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor-Group Members who will be working on the Work.

**A-15.11.3** Contractor shall require Contractor-Group Members to immediately notify Contractor and Owner of any source pollutants that Contractor-Group Members intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor-Group Members on the worksite immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor-Group Members shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the Final Completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

**A-15.11.4** Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor-Group Members at all times comply with, the most current version of the SWPPP. Contractor and Contractor-Group Members shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the “best management practices,” and Contractor shall implement “best management practices” to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor’s and Contractor-Group Members’ personnel are appropriately trained in the appropriate “best management practices”, and trained to comply with the SWPPP and with all applicable laws and regulations.

**A-15.11.5** Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a “best management practice” or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of five (5) years following Final Completion of the Work, or longer as required by applicable law.

**A-15.11.6** Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner’s sole and absolute discretion, to

require Contractor to reimburse Owner for the costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such costs within ten (10) days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default.

**A-15.12 E-Verify; Scrutinized Company Statement; Audit Cooperation.**

**A-15.12.1** The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The Owner may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes.

**A-15.12.2** If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request.

**A-15.12.3** In the event that the Owner has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner. Further, absent such notification from the Owner, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

**A-15.12.4** By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

**A-15.12.5 Anti-Human Trafficking Statement.** The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.

**A-15.12.5**

Statement Regarding Chapter 287 Requirements. Contractor acknowledges that, in addition to all Laws and that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- (a) Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
- (b) Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
- (c) Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
- (d) Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
- (e) Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the Owner ("Prohibited Criteria"). Contractor acknowledges that the Owner may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws. Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the Owner. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

**A-15.12.6** The Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

*[End of Exhibit]*

**Exhibit B**  
**Work Description**

**Project Overview**

The Pinewalk Active Adult Collector Road work consists of all work necessary to install a complete roadway infrastructure and construct the improvements including but not limited to mobilization, erosion control, maintenance and restoration of staging and access areas, protection and restoration of property, paving, drainage, and utilities, as shown on the below referenced plans and the Geotechnical Report titled Pinewalk Phase 2 (35:34125-C) and Pinewalk Active Adult (35:34125-B) prepared by ECS Florida, LLC, dated January 10, 2025 and September 27, 2024, respectively, and in accordance with all JEA Water and Sewer and St. Johns County requirements, JEA Electric Standards and Specifications, the St. Johns County, JEA, St. Johns River Water Management District, DEP and NPDES permits, and the Specifications described in Exhibit E of this Agreement.

**Plans**

The projects plans include:

PineWalk Active Adult Collector Road Construction Plans dated October 2025 prepared by England-Thims & Miller, Inc.

DRAWING INDEX		
PDF SHEET NUMBER	DRAWING NUMBER	DRAWING TITLE
1	1	COVER SHEET
2	1A	SIGNATURE SHEET
3	2	GENERAL NOTES AND LEGEND
4	3	MASTER SITE PLAN
13-May	4A-4I	GEOMETRY SITE PLAN
14	5	PREDEVELOPMENT DRAINAGE PLAN
15-16	6A-6B	POST DEVELOPMENT DRAINAGE PLAN
17-26	7A-7J	PAVING AND DRAINAGE PLAN
27	8	MASTER UTILITY PLAN
28-35	9A-9H	WATER AND SEWER PLAN
36-37	9I-9J	UTILITY CONFLICT TABLE
38-41	10A-10D	ROADWAY PROFILES
42-47	11A-11F	PAVING AND DRAINAGE DETAILS
48	12	JEA GENERAL NOTES
49-54	12A-12F	JEA WATER AND RECLAIM DETAILS
55-59	13A-13E	JEA SANITARY SEWER DETAILS
60	14	RESTRAINT JOINT DETAIL
61	15	SEDIMENT AND EROSION CONTROL PLAN
62	15B	SEDIMENT AND EROSION CONTROL
63	16	SEDIMENT AND EROSION CONTROL DETAILS
64	17	STORMWATER POLLUTION PREVENTION PLAN
65	18	STORMWATER POLLUTION PREVENTION PLAN - CC
66	L000	LANDSCAPE COVER SHEET
67	L001	GENERAL NOTES
68	L600	LANDSCAPE CODE CALCULATIONS AND PLANT SCHEDULE
69-71	L601-L603	LANDSCAPE PLAN
72	L608	LANDSCAPE DETAILS

**Location**

The location of the work shall be as identified in the above-referenced plans, and generally located on approximately 45.0 acres of lands within the Greenbriar CDD boundary.

**Exhibit C**

**Contractor's Proposal**

[Attached beginning on following page]

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT  
ACTIVE ADULT COLLECTOR ROAD  
BID SUMMARY**

Item No. & Description	TOTAL
1. MOBILIZATION AND SITE PREPARATION	\$ <u>126,122.93</u>
2. CLEARING AND GRUBBING	\$ <u>293,232.76</u>
3. COLLECTOR ROADS	\$ <u>2,651,227.83</u>
4. TESTING	\$ <u>28,098.00</u>
5. SEEDING AND MULCHING	\$ <u>74,996.97</u>
6. SODDING	\$ <u>73,219.23</u>
7. STORM DRAINAGE SYSTEM	\$ <u>2,045,464.11</u>
8. STORMWATER MANAGEMENT FACILITY	\$ <u>730,548.44</u>
9. GROUNDWATER CUT-OFF WALLS	\$ <u>5,678.75</u>
10. PAVING AND DRAINAGE AS-BUILTS	\$ <u>42,582.36</u>
11. JEA RECLAIMED WATER MAIN	\$ <u>1,154,275.85</u>
12. WATER, SEWER, RECLAIMED AND FORCE MAIN AS-BUILTS	\$ <u>19,047.98</u>
13. EROSION AND SEDIMENT CONTROL	\$ <u>92,264.73</u>
14. STORM WATER POLLUTION PREVENTION PLAN	\$ <u>674.10</u>
15. IRRIGATION SLEEVES AND ELECTRICAL/TELEPHONE/ CATV CONDUIT	\$ <u>65,970.00</u>
16. PAYMENT AND PERFORMANCE BOND	\$ <u>89,930.00</u>
17. WARRANTY BOND/MAINTENANCE BOND	\$ <u>18,900.00</u>
<b>MASTER INFRASTRUCTURE TOTALS (Items 1-17)</b>	<b>\$ <u>7,492,234.04</u></b>

**BID ALTERNATE**

18. JEA WATERMAIN	\$ <u>1,236,143.71</u>
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1. MOBILIZATION AND SITE PREPARATION - Includes the preparatory work and operations in mobilizing to begin the work and demobilizing upon completion of work on the project. Work will include any site preparation necessary for construction. This item will be paid for on a percentage of total construction complete basis.

TOTAL

LUMP SUM PRICE: \$ 126,122.93 (Numerals)

one hundred twenty six thousand one hundred twenty two dollars and ninety three cents

\_\_\_\_\_  
(Written)

2. CLEARING AND GRUBBING COLLECTOR ROAD - This work will include clearing, grubbing, and burning/removal off-site of all brush, roots and other debris located in all right-of-way, public easements, where storm or sewer is to be installed, and stormwater treatment facilities

TOTAL

LUMP SUM PRICE: \$ 293,232.76 (Numerals)

two hundred ninety three thousand two hundred thirty two dollars and seventy six cents

\_\_\_\_\_  
(Written)

3. COLLECTOR ROAD - All final grading, excavation, stabilization, base, compaction, prime coat and paving complete; including asphaltic concrete surface course, curb and gutter, handicap ramps, 5 foot wide concrete sidewalk, 12' multi-use path, transitions to inlets, connection to existing Bristlecone Drive (formerly known as Phase I Collector Road), construction/removal of temporary cul-de-sac, striping, and signage. Length of the road is approximately 5500 LF (Sta. 35+25 to Sta. 54+40 Pinewalk Active Adult; Sta 53+25 to Sta 89+20 Pinewalk Phase 2A).

Also includes the protection of the existing force main, all grading and dress-up work necessary to allow JEA or their subcontractor, to install the underground electrical.

TOTAL

LUMP SUM PRICE: \$ 2,651,227.83 (Numerals)

two million six hundred fifty one thousand two hundred twenty seven dollars and eighty three cents

\_\_\_\_\_  
(Written)

4. TESTING - The costs for all testing associated with the construction of the roads within this project is to be included in the Contractor's Contract. This includes, but is not limited to, all LBR tests, compaction tests, asphalt coring, concrete strength tests, pond embankment density, and all other testing necessary to comply with the geotechnical recommendations as well as St. Johns County and JEA requirements.

TOTAL

LUMP SUM PRICE: \$ 28,098.00 (Numerals)

twenty eight thousand ninety eight dollars and zero cents

\_\_\_\_\_  
(Written)

5. SEEDING AND MULCHING - Includes the complete grassing and mulching of all easements, and all other disturbed areas.

**TOTAL**

LUMP SUM PRICE: \$74,996.97 (Numerals)

seventy four thousand nine hundred ninety six dollars and ninety seven cents

\_\_\_\_\_  
(Written)

6. SODDING - Includes the complete sod within all proposed right-of way area which do not front a subdivision lot (common area), and where applicable as shown on the plans. All median islands will be sodded.

**TOTAL**

LUMP SUM PRICE \$73,219.23 (Numerals)

seventy three thousand two hundred nineteen dollars and twenty three cents

\_\_\_\_\_  
(Written)

7. STORM DRAINAGE SYSTEM - Includes all dewatering, structures and pipes along, Bristlecone Drive as specified. Includes removal and replacement of any unsuitable material encountered, disposal of unsuitable material offsite and all other work necessary to complete the installation. All storm drain pipe joints within easements shall be wrapped with filter fabric per St. Johns County Standards. All work shall be done in accordance with the plans, specifications, and issued permits. This item will include the two wetland crossings. A double 96"x 60" box culvert at Sta 36+70 and a double 19" x 30" ERCP at Sta. 51+80 along with all the associate end walls/mitered end sections.

**TOTAL**

LUMP SUM PRICE: \$2,045,464.11 (Numerals)

two million forty five thousand four hundred sixty four dollars and eleven cents

\_\_\_\_\_  
(Written)

\_\_\_\_\_  
(Written)

8. STORMWATER MANAGEMENT FACILITY- Includes dewatering, testing and lake excavation of the stormwater treatment facilities as required on plans. This work will also include the construction of the control structures, temporary ditch, final grading, sodding (Argentine Bahia) from normal water to berm to backslope to natural grade and as-builts of the lakes. The cut-off walls shall not be included in this item.

**TOTAL**

LUMP SUM PRICE: \$730,548.44 (Numerals)

seven hundred thirty thousand five hundred forty eight dollars and forty four cents

\_\_\_\_\_  
(Written)

9. GROUNDWATER CUT-OFF WALLS - Includes the cost of material and installation of the groundwater cut-off walls as indicated in the geotechnical report. Payment shall be based on the actual quantity.

Basis of Bid 275 L.F. Unit Price \$ 20.65 per linear foot

**TOTAL**

LUMP SUM PRICE: \$ 5,678.75 (Numerals)

five thousand six hundred seventy eight dollars and seventy five cents

\_\_\_\_\_ (Written)

10. PAVING AND DRAINAGE AS-BUILTS - Includes the preparation and submittal of all as-builts as required by the St. Johns County and the St. Johns River Water Management District. This work will include the control structures.

**TOTAL**

LUMP SUM PRICE: \$ 42,582.36 (Numerals)

fourty two thousand five hundred eight two dollars and thirty six cents

\_\_\_\_\_ (Written)

11. JEA RECLAIMED WATER MAIN - Includes the construction of the reclaimed water mains complete within Bristlecone Drive, including all pipe, valves, fittings, connections, connection to the existing system, testing, and disinfection, flushing hydrants and the removal, backfill and compaction to JEA and St. Johns County Standards of material over the pipe, disposal and replacement of any unsuitable material encountered, and all other work necessary to complete the installation of the system. Contractor to stub out reclaimed water mains with adequate JEA approved dead end connection and sample points.

**TOTAL**

LUMP SUM PRICE: \$ 1,154,275.85 (Numerals)

one million one hundred fifty four thousand two hundred seventy five dollars and eighty five cents

\_\_\_\_\_ (Written)

12. WATER AND RECLAIMED MAIN AS-BUILTS - Includes the preparation and submittal of all water, reclaimed water, and sewer system as-builts including all water, sewer, storm, and forcemain crossings, as required by the Florida Department of Environmental Protection, the Florida Department of Health and Rehabilitative Services, and JEA.

**TOTAL**

LUMP SUM PRICE: \$ 19,047.98 (Numerals)

nineteen thousand fourty seven dollars and ninety eight cents

\_\_\_\_\_ (Written)

13. EROSION AND SEDIMENT CONTROL - Includes all measures that are required to comply with the State of Florida water quality standards. This includes, but is not limited to silt screens, hay bales, sodding, settling ponds or other such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item will be paid for on a percentage of total construction complete basis.

**TOTAL**

LUMP SUM PRICE: \$92,264.73 (Numerals)

ninety two thousand two hundred sixty four dollars and seventy three cents

(Written)

14. STORM WATER POLLUTION PREVENTION PLAN - The contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. This item does not include erosion controls item shown on the erosion and turbidity control plans or erosion and turbidity controls required by St. Johns County or the St. Johns River Water Management District.

**TOTAL**

LUMP SUM PRICE: \$674.10 (Numerals)

six hundred seventy four dollars and ten cents

(Written)

15. IRRIGATION SLEEVES AND ELECTRICAL/TELEPHONE/CATV CONDUIT - Includes the provision and installation of all irrigation, electrical, telephone and cable television sleeves. These unit prices will be used once the Sleeving Plan is developed. Payment shall be based on the actual quantity.

**SCH 40 PVC:**

- 2.5" Basis of Bid 1,000 L.F. Unit Price \$ 15.26 per L.F.
- 3" Basis of Bid 1,000 L.F. Unit Price \$ 15.63 per L.F.
- 4" Basis of Bid 1,000 L.F. Unit Price \$ 16.29 per L.F.
- 6" Basis of Bid 1,000 L.F. Unit Price \$ 18.79 per L.F.

**TOTAL**

LUMP SUM PRICE: \$65,970.00 (Numerals)

sixty five thousand nine hundred seventy dollars and zero cents

(Written)

16. PAYMENT AND PERFORMANCE BOND - Includes Payment Bond and a Performance Bond for the total Contract amount plus 15%. If requested, contractor to provide dual obligee riders for the St Johns County and JEA.

**TOTAL**

LUMP SUM PRICE: \$ 69,930.00 (Numerals)

sixty nine thousand nine hundred thirty dollars and zero cents

\_\_\_\_\_(Written)

17. WARRANTY BOND/MAINTENANCE BOND - Includes Maintenance Bond to St Johns County in an amount equal to 15% of the total cost of the Paving and Drainage improvements for a time period of 26 months for improvements.

**TOTAL**

LUMP SUM PRICE: \$ 18,900.00 (Numerals)

eighteen thousand nine hundred dollars and zero cents

\_\_\_\_\_(Written)

**BID ALTERNATE**

18. JEA WATER MAIN - Includes the construction of the water mains complete within Bristlecone Drive, including all pipe, valves, hydrants, fittings, connections, connection to the existing system, testing, and disinfection, flushing hydrants and the removal, backfill and compaction to JEA and St Johns County Standards of material over the pipe, disposal and replacement of any unsuitable material encountered, and all other work necessary to complete the installation of the system. Contractor to stub out water mains with adequate JEA approved dead end connection and sample points.

**TOTAL**

LUMP SUM PRICE: \$ 1,236,143.71 (Numerals)

one million two hundred thirty six thousand one hundred forty three dollars and seventy one cents

\_\_\_\_\_(Written)

11/11/2025  
2025-076  
\*\*\* Chad

8:38  
Pinewalk Active Adult Collector Road

**BID TOTALS**

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
Mobilization and Site Preparation					
1010	Site Preparation	1.000	LS	18,172.65	18,172.65
1020	Survey Calc & Setup	1.000	LS	14,310.38	14,310.38
1030	Project Management & Supervision	1.000	LS	87,446.75	87,446.75
1040	Mobilization	1.000	LS	6,193.15	6,193.15

Mobilization and Site Preparation Subtotal \$126,122.93

Clearing and Grubbing					
2010	Clearing and Grubbing	26.500	AC	5,796.00	153,594.00
2020	Strip Site	29,795.000	CY	3.76	112,029.20
2030	Demucking	5,764.000	CY	4.79	27,609.56

Clearing and Grubbing Subtotal \$293,232.76

Collector Roads					
3010	Layout	1.000	LS	15,115.16	15,115.16
3020	Balance Right of Way	15.000	CY	85.02	1,275.30
3030	Spread and Compact Right of Way	103,396.000	CY	1.52	157,161.92
3040	Import and Place Fill for Right of Way	3,253.000	CY	26.63	86,627.39
3050	Rough Grade Right of Way	85,642.000	SY	0.66	56,523.72
3060	Machine Dress Right of Way	66,369.000	SY	0.80	53,095.20
3090	Layout Roadway Construction	1.000	LS	75,575.81	75,575.81
3100	Stabilized Subgrade	18,791.000	SY	10.65	200,124.15
3110	8" Limerock Base	16,181.000	SY	20.61	333,490.41
3120	City Standard Curb	11,080.000	LF	26.90	298,052.00
3130	Type C Curb	665.000	LF	26.90	17,888.50
3140	Prime	16,181.000	SY	0.57	9,223.17
3150	First Lift of 1.5" SP 12.5 Asphalt Paving	16,181.000	SY	13.33	215,692.73
3160	Second Lift of 1" SP 9.5 Asphalt Paving	16,181.000	SY	13.44	217,472.64
3170	Thermoplastic Striping on First Lift	1.000	LS	11,350.08	11,350.08
3180	Thermoplastic Striping on Second Lift	1.000	LS	56,682.36	56,682.36
3190	Signage	1.000	LS	18,049.50	18,049.50
3200	Concrete Multi Use Path	7,184.000	SY	84.78	609,059.52
3210	Concrete Sidewalk	3,026.000	SY	65.12	197,053.12
3220	Handicap Ramps and Mats	4.000	EA	945.00	3,780.00
3230	MUP Handicap Ramps and Mats	4.000	EA	1,890.00	7,560.00
3250	Punchout	1.000	LS	10,375.15	10,375.15

Collector Roads Subtotal \$2,651,227.83

Testing					
4010	Roadway Testing	1.000	LS	28,098.00	28,098.00

Testing Subtotal \$28,098.00

11/11/2025  
 2025-076  
 \*\*\* Chad

8:38  
 Pinewalk Active Adult Collector Road

**BID TOTALS**

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
Seeding and Mulching					
5010	Seeding and Mulching	66,369.000	SY	1.13	74,996.97
Seeding and Mulching Subtotal					\$74,996.97
Sodding					
6010	Sod Back of Curb	2,610.000	SY	4.41	11,510.10
6020	Sod Site Slopes and Swales	13,993.000	SY	4.41	61,709.13
Sodding Subtotal					\$73,219.23
Storm Drainage System					
7010	Layout	1.000	LS	27,711.13	27,711.13
7020	Trench Safety	1.000	LS	11,324.88	11,324.88
7030	Dewatering	1.000	LS	109,914.36	109,914.36
7040	6" HDPE Pipe	1,217.000	LF	16.74	20,372.58
7050	19" x 30" ERCP	262.000	LF	139.61	36,577.82
7060	96" x 60" Box Culvert	246.000	LF	1,252.40	308,090.40
7070	15" RCP	79.000	LF	52.68	4,161.72
7080	18" RCP	84.000	LF	67.93	5,706.12
7090	24" RCP	890.000	LF	99.26	88,341.40
7100	36" RCP	869.000	LF	185.19	160,930.11
7110	18" ADS HP Pipe	552.000	LF	54.43	30,045.36
7120	24" ADS HP Pipe	1,053.000	LF	75.38	79,375.14
7130	30" ADS HP Pipe	1,098.000	LF	108.54	119,176.92
7140	36" ADS HP Pipe	928.000	LF	130.66	121,252.48
7150	15" MES	2.000	EA	2,285.27	4,570.54
7160	19" x 30" MES	4.000	EA	3,162.12	12,648.48
7170	24" MES	3.000	EA	3,244.63	9,733.89
7180	36" MES	3.000	EA	4,971.86	14,915.58
7190	Pour in Place 6 Run of 24" MES	2.000	EA	11,728.50	23,457.00
7200	Concrete Headwalls with Wingwalls	2.000	EA	132,223.56	264,447.12
7210	5 Run Headwalls (30" ADS HP)	2.000	EA	33,904.50	67,809.00
7220	Single Curb Inlets	33.000	EA	9,362.85	308,974.05
7230	Double Curb Inlet	1.000	EA	25,381.33	25,381.33
7240	Storm Manhole	8.000	EA	7,460.26	59,682.08
7250	Modified C Inlet Control Structure	1.000	EA	10,482.83	10,482.83
7260	Cleanouts	10.000	EA	1,280.71	12,807.10
7280	Adjust Tops	42.000	EA	780.61	32,785.62
7290	Compaction Testing	1.000	LS	13,204.80	13,204.80
7300	Punchout	1.000	LS	6,484.47	6,484.47
7310	Televise Storm Drainage	1.000	LS	55,099.80	55,099.80
Storm Drainage System Subtotal					\$2,045,464.11
Stormwater Management Facility					
8010	Layout	1.000	LS	5,038.39	5,038.39

11/11/2025  
 2025-076  
 \*\*\* Chad

8:38  
 Pinewalk Active Adult Collector Road

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
8020	Pond Dewatering	1.000	LS	91,334.93	91,334.93
8030	Balance Ponds	20,734.000	CY	1.52	31,515.68
8040	Excavate Ponds	99,223.000	CY	3.22	319,498.06
8050	Machine Dress Pond Slopes	15,811.000	SY	0.66	10,435.26
8060	Proposed Spillways on Ponds X W & Y	3.000	EA	13,159.05	39,477.15
8070	Outfall Control Structure on Pond 7	1.000	EA	65,575.07	65,575.07
8080	36" ADS HP Pipe	66.000	LF	146.43	9,664.38
8090	24" ADS HP Pipe	47.000	LF	108.22	5,086.34
8100	36" MBS	2.000	EA	4,971.87	9,943.74
8110	24" MBS	2.000	EA	3,490.09	6,980.18
8120	Pond Control Structure	1.000	EA	27,843.89	27,843.89
8130	Modified Type E Inlet Control Structure	1.000	EA	27,041.09	27,041.09
8140	Sed Pond Banks	15,811.000	SY	4.41	69,726.51
8150	Drainage Compaction Testing	1.000	LS	2,520.00	2,520.00
8160	Punchout	1.000	LS	2,593.78	2,593.78
8170	Pond As-builts	1.000	LS	6,273.99	6,273.99
<b>Stormwater Management Facility Subtotal</b>					<b>\$730,548.44</b>
<hr/>					
<b>Groundwater Cut-off Walls</b>					
9010	Cut off Wall Installation	275.000	LF	20.65	5,678.75
<b>Groundwater Cut-off Walls Subtotal</b>					<b>\$5,678.75</b>
<hr/>					
<b>Paving and Drainage As-builts</b>					
10010	Roadway As-builts	1.000	LS	29,808.38	29,808.38
10020	Drainage As-builts	1.000	LS	12,773.98	12,773.98
<b>Paving and Drainage As-builts Subtotal</b>					<b>\$42,582.36</b>
<hr/>					
<b>JEA Reclaimed Water Main</b>					
11010	Layout	1.000	LS	10,076.78	10,076.78
11020	Trench Safety	1.000	LS	5,022.04	5,022.04
11030	16" Connect to Existing	1.000	EA	7,765.40	7,765.40
11040	16" Ductile Iron Pipe and Fittings	5,666.000	LF	152.29	862,875.14
11050	8" DR 18 PVC and Fittings	40.000	LF	83.99	3,359.60
11060	16" Gate Valves	13.000	EA	16,305.44	211,970.72
11070	8" Gate Valves	1.000	EA	4,630.55	4,630.55
11080	16" Type B Utility Crossing	2.000	EA	11,720.18	23,440.36
11090	Flushing Hydrant	4.000	EA	2,181.08	8,724.32
11100	Wire / Pressure Testing	5,706.000	LF	1.81	10,327.86
11110	Compaction Testing	1.000	LS	2,192.40	2,192.40
11120	Punchout	1.000	LS	3,890.68	3,890.68
<b>JEA Reclaimed Water Main Subtotal</b>					<b>\$1,154,275.85</b>

11/11/2025  
 2025-076  
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 Pinewalk Active Adult Collector Road

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
Water, Sewer, Reclaimed and Force Main As-builts					
12010	Water As-builts	1.000	LS	9,523.99	9,523.99
12020	Reclaimed As-builts	1.000	LS	9,523.99	9,523.99
Water, Sewer, Reclaimed and Force Main As-builts S					<b>\$19,047.98</b>
Erosion and Sediment Control					
13010	Layout Boundary	1.000	LS	7,557.58	7,557.58
13020	Silt Fence	5,394.000	LF	1.22	6,580.68
13025	Double Row Silt Fence	10,193.000	LF	1.22	12,435.46
13030	Erosion and Sediment Control	1.000	LS	40,995.70	40,995.70
13040	Construction Entrance	1.000	LS	9,916.55	9,916.55
13050	BMP's	1.000	LS	14,778.76	14,778.76
Erosion and Sediment Control Subtotal					<b>\$92,264.73</b>
Storm Water Pollution Prevention Plan					
14010	Storm Water Pollution Prevention Plan	1.000	LS	674.10	674.10
Storm Water Pollution Prevention Plan Subtotal					<b>\$674.10</b>
Irrigation Sleeves and Electrical/Telephone/CATV C					
15010	2.5" PVC SCH 40	1,000.000	LF	15.26	15,260.00
15020	3" PVC SCH 40	1,000.000	LF	15.63	15,630.00
15030	4" PVC SCH 40	1,000.000	LF	16.29	16,290.00
15040	6" PVC SCH 40	1,000.000	LF	18.79	18,790.00
Irrigation Sleeves and Electrical/Telephone/CATV C					<b>\$65,970.00</b>
Payment and Performance Bond					
16010	Payment and Performance Bond	1.000	LS	69,930.00	69,930.00
Payment and Performance Bond Subtotal					<b>\$69,930.00</b>
Warranty Bond / Maintenance Bond					
17010	Warranty Bond / Maintenance Bond	1.000	LS	18,900.00	18,900.00
Warranty Bond / Maintenance Bond Subtotal					<b>\$18,900.00</b>

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 Pinwalk Active Adult Collector Road

**BID TOTALS**

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
Pinwalk Active Adult Collector Road Grand Total					87,492,234.04
Bid Alternate #1: JEA Watermain					
19010	Layout	1.000	LS	10,076.78	10,076.78
19020	Trench Safety	1.000	LS	5,022.04	5,022.04
19030	16" Connect to Existing	1.000	LS	7,765.40	7,765.40
19040	16" Ductile Iron Pipe and Fittings	5,478.000	LF	150.33	823,398.18
19050	12" DR 18 PVC and Fittings	215.000	LF	80.50	17,307.50
19060	16" Gate Valves	10.000	EA	16,715.08	167,150.80
19070	12" Gate Valves	2.000	EA	10,368.42	20,736.84
19080	Fire Hydrant Assembly	11.000	EA	10,580.90	114,189.90
19090	16" Type-B Utility Crossing	2.000	EA	11,720.18	23,440.36
19100	Flushing Hydrant	4.000	EA	2,262.01	9,048.04
19110	Sample Point	6.000	EA	575.21	3,451.26
19120	Wire / Pressure Testing	5,093.000	LF	1.81	10,308.33
19130	Compaction Testing	1.000	LS	2,217.69	2,217.69
19140	Punchtest	1.000	LS	3,890.68	3,890.68
19150	P & P Boud	1.000	LS	14,490.00	14,490.00
19160	Warranty Bond	1.000	LS	3,654.00	3,654.00
Bid Alternate #1: JEA Watermain Subtotal					81,236,143.71

Notes:  
 Items in Italics are Non-Additive

**Exhibit D**  
**Performance & Payment Bond**

[Attached beginning on following page]

**Exhibit E**  
**Specifications**

**SECTION IV**  
**SPECIAL CONDITIONS**

**SECTION IV SPECIAL CONDITIONS  
DIVISION 1: GENERAL REQUIREMENTS**

## SECTION 01010

### SCOPE OF WORK

#### 1. INTENT OF CONTRACT

- 1.1 The intent is to provide for the construction and completion in every detail of the work described in the Contract. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies, required to complete the work in accordance with the Plans, Specifications and terms of the Contract.
- 1.2 If, during review of the Contract Documents prior to submitting its Proposal, the Contractor identifies any aspect of the Scope of Work that does not meet applicable federal, state or local code minimums, the Contractor shall promptly notify the District and/or the District's Engineer in writing and seek clarification or correction prior to submission of its Proposal. After the contract is awarded, the Contractor is solely responsible for any costs to bring the Work into compliance with all applicable codes and standards, without request for additional payment or adjustment.
- 1.3 The Contract shall be for the Construction of reclaimed water, potable water and force main improvements within the **Pinewalk Active Adult Collector Road**.

#### 2. WORK BY OWNER

- 2.1 The Owner has received or has applied for and expects to receive, prior to construction, permits from the following agencies.
  - 1) St. Johns County Construction Permit
  - 2) St. Johns River Water Management District Permit
  - 3) FDEP Public Drinking Water Facility Construction Permit
  - 4) FDEP Domestic Wastewater Collection System Construction Permit
  - 5) JEA Water and Sewer

#### 3. SCOPE OF WORK

- 3.1 The Work shall consist of all efforts contemplated to necessarily construct a complete and functioning project from beginning to end for new utility improvements as shown on the plans.
- 3.2 It is not the intent of these Contract Documents to minutely define the mode and fabric of construction of this project, but rather set forth reasonable and rational criteria for the construction thereof.
- 3.3 The Contract shall be for all work described in the Bid Summary in the Proposal. Subsequent to the award of the contract, the District, in its sole and absolute discretion, may direct that the Project be delivered in multiple phases rather than all at once or not at all. Such direction may be specified in one or multiple Notices to

Proceed, which Notices to Proceed may include, in the District's sole and absolute discretion, any portion of the Project, including, but not limited to, only the portions of the Project identified in the Bid Summary as Bid Alternates. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay. Moreover, any portion of the Project that the District does not direct for delivery in one or more Notices to Proceed may be, in the District's sole discretion, removed from the scope of the Project and Contractor shall have no recourse or claim whatsoever for damages against the District for such removal.

**END OF SECTION**

## **SECTION 01015**

### **DEFINITIONS**

#### **1. GENERAL**

1.1 For the purpose of these Contract Documents the following definitions apply:

OWNER/DISTRICT- Greenbriar Community Development District

ENGINEER - England-Thims & Miller, Inc. (ETM)

CONTRACTOR - General Contractor with whom The Owner contracts to perform the Work outlined in the Contract Documents.

**END OF SECTION**

## SECTION 01020

### REFERENCE STANDARDS

#### 1. GENERAL

- 1.1 In addition to these Contract Documents, the following documents shall be incorporated into and become a part of this set of Specifications, insofar as the applicable sections apply to the proposed work called for on the Contract Drawings or any addenda thereto:
  - A. Except as otherwise noted in the Technical Specifications, Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, 2026-2027 Edition. (English)
  - B. Except as otherwise noted in the Technical Specifications, Florida Department of Transportation (FDOT), Design Standards, 2026 Edition. (English)
  - C. Manual on Uniform Traffic Control Devices, 2026 Edition.
  - D. JEA Water and Sewer Standards, Details & Materials Manual, latest Edition
  - E. St. Johns County Standard Details and Specifications, latest editions
  - F. National Electrical Safety Code (NESC)
  - G. JEA Electric Distribution and Lighting Construction Standards (Latest Edition)
- 1.2 The following Sections or portions of Sections of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, 2015 Edition are deleted:
  - A. Section 2
  - B. Section 3
  - C. Section 4
  - D. Section 5-12 only
  - E. Last paragraph of Section 7-2.1, Sections 7-13, 7-16, 7-17 and 7-22 only
  - F. Section 8-1, 8-2, 8-3.1, 8-3.2, 8-3.3, 8-6, 8-7, 8-8, 8-9, 8-10, 8-11 and 8-12 only
  - G. Section 9
- 1.3 With regards to the FDOT Standard Specifications, and Standard Indexes all reference to “the Department” or “Department’s State Material and Research Engineer at Gainesville” or “State Construction Engineer” shall be deleted and “Engineer” inserted.
- 1.4 All reference to Method of Measurement and Basis of Payment in the above referenced standards shall be deleted.

## **2. INTENT**

- 2.1 The Contract Documents are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the Engineer's attention in writing before proceeding with the Work affected thereby.
- 2.2 Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.
- 2.3 Work, materials or equipment described in words, which so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and local conditions that may in any manner affect the Work to be done.

## **3. INTERPRETATION of DIMENSIONS and QUANTITIES**

- 3.1 The Contractor's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the Proposal, or elsewhere, is for illustrative purposes only. The Owner and/or Engineer do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall be solely responsible for computing quantities for the preparation of the Bid and the execution of the Work.
- 3.2 Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.
- 3.3 Existing dimensions and clearances shall be verified by the Contractor before laying out the work.

## **4. WORK NOT COVERED by SPECIFICATIONS**

- 4.1 Proposed construction and any contractual requirements not covered by these Specifications may be covered by notes shown on the contract plans or by supplemental specifications or special provisions for the contract, and all requirements of such supplemental specifications or special provisions shall be considered as a part of these Specifications.

**END OF SECTION**

## **SECTION 01030**

### **APPLICATION of DOCUMENTS**

#### **1. GENERAL**

- 1.1 Wherever conflict may exist within these parts of the Contract Documents, the order of precedence shall be as follows:
1. Approved Change Orders, if any, in reverse chronological order
  2. Contract Agreement, Including Proposal Form
  3. Contract Drawings
  4. Technical Specifications
  5. General Conditions
- 1.2 If certain situations arise whereby it would be difficult or impossible for the Special Conditions to prevail, then the final decision shall be made by the Engineer.

**END OF SECTION**



## SECTION 01050

### CONTRACT CONSIDERATIONS

#### 1. SCHEDULE OF VALUES

- 1.1 The Contractor shall submit a completed and approved Schedule of Values to the Engineer showing the quantities and prices of items aggregating the Contract Price and subdividing the Work into component parts in sufficient detail, acceptable to the Engineer, to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work.
- 1.2 The format for the Schedule of Values shall identify each line item with a number and title of the major specification section and shall generally be in the format identified in the bid proposal.
- 1.3 The Contractor will be required to revise the schedule to list approved Change Orders and Work Change Directives with each Application for Payment.
- 1.4 The Schedule of Values shall be prepared (by the Contractor and approved by the Engineer) to allow for unit price adjustments (based on additions and deletions) in the prosecution of the Work in accordance with these Contract Documents.

#### 2. APPLICATIONS FOR PAYMENT

- 2.1 The Contractor shall submit two (2) copies of each Application for Payment on the form approved by the Owner and attach the Schedule of Values. Each application for payment will be numbered consecutively.
- 2.2 Each Application for Payment shall utilize the Schedule of Values for listing items.
- 2.3 The payment period will be approximately thirty (30) days. A “DRAFT” PDF of each Application for Payment shall be submitted via e-mail to the Engineer (Clearly Marked “DRAFT”) on the 10<sup>th</sup> of each month, projecting the construction progress to the 15<sup>th</sup> of each month. The Engineer shall provide comments requiring correction to the Contractor within five (5) business days of receipt of the “DRAFT” Application for Payment.
- 2.4 Payment for items completed and incorporated into the Work, shall be made in accordance with the Agreement, Section A-2 of Exhibit A, General Conditions in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes (“Prompt Payment Act”).
- 2.5 Each Application for Payment shall include a partial lien release and partial consent of surety forms for the Contractor and all subcontractors and suppliers, as required by the Owner.

- 2.6 With each Application for Payment, the Contractor will be required to submit the record (as-built) drawings, prepared by a registered land surveyor, of the Work for approval by the Engineer to demonstrate that the record drawings are being kept up-to-date commensurate with the construction progress. **Approval of the Application for Payment shall be withheld in a manner consistent with the Prompt Payment Act and this Section 2 until the Contractor complies with the timely submittal requirements of the aforementioned record (as built) drawings.**
- 2.7 With each Application for Payment, the Contractor will be required to submit a revised Project Schedule in the format identified in Section 01070.

### **3. CHANGE PROCEDURES**

- 3.1 The Engineer will advise of minor changes in the work not involving an adjustment to Contract Sum/Price or Contract Time, by issuance of written correspondence and/or a Work Change Directive.
- 3.2 The Engineer may issue a Notice of Change, which includes a detailed description of a proposed change with supplementary or revised drawings and specifications.
- 3.3 The Contractor may propose a change by submitting a Request for Change to the Engineer, describing the proposed change and its full effect on the work. The Contractor shall include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation.
- 3.4 For unit prices and quantities determined in the approved Schedule of Values, a Change Order will be executed based on the fixed unit prices. For unit costs or quantities of units of work, which are not predetermined, work will be executed under a Work Change Directive.
- 3.5 Work Change Directive: Engineer may issue a directive, instructing the Contractor to proceed with a change in the work, for subsequent inclusion in a Change Order. The document will describe changes in the work, and designate the method of determining any change in the Contract Price or Contract Time.

### **4. ALLOWANCES**

- 4.1 Contractor shall include allowance for testing services for the sums indicated in the Bid Proposal form. Contractor is required to employ and pay for the services of an independent testing laboratory to perform all material inspections, tests or approvals required by the Contract Documents. Contractor will be directly reimbursed for the testing services used by submittal of invoices with no Contractor mark-up. Contractor will be required to pre-qualify for approval by the Engineer the testing laboratory and unit price schedule prior to construction.

**5. CONTINGENCY ITEMS**

- 5.1 Contractor shall include in the Bid Proposal the cost for all “Contingency” costs identified in the Bid Proposal. Payment for “Contingency” items will be made at the agreed upon quantity and unit price established in the approved schedule of values. Payment of any unused portion (under-run) of a “Contingency” item will not be paid to the Bidder.

**END OF SECTION**

## **SECTION 01055**

### **STORED MATERIALS**

#### **1. GENERAL**

- 1.1 In accordance with the provisions of these contract documents, the Owner may participate in the payment of stored materials as follows:
  - 1.1.1 Contractor shall submit a request for payment of stored materials at least seven (7) days prior to the submission of an Application for Payment in which the Contractor is requesting payment for stored materials.
  - 1.1.2 Unless otherwise agreed to in writing by the Owner and/or Engineer, all stored materials must be located on site and under lock and key (i.e. completely fenced in or container security) and the Owner and/or Engineer shall be given keys and complete access to such stored materials at any time.

**END OF SECTION**

## **SECTION 01060**

### **COORDINATION AND PRECONSTRUCTION ACTIVITIES**

#### **1. COORDINATION**

- 1.1 Coordinate scheduling, submittals, and work of the various Sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.
- 1.2 The Contractor shall notify utility companies for an on-site verification of utility locations at least 48 hours prior to construction.
- 1.3 The Contractor shall comply with all applicable provisions of permits issued by various governmental agencies in conjunction with the work.
- 1.4 The Contractor shall coordinate the completion and cleanup of work of separate sections in preparation for Substantial Completion.
- 1.5 The Contractor shall closely coordinate the removal and replacement of existing overhead and underground facilities (if required).
- 1.6 It is contemplated as a condition of this contract that other construction activities (whether contracted separately with the Owner or not) may run concurrent with the Work outlined in this Contract. Contractor shall be required to coordinate directly with such other construction activities that traverse, surround or may otherwise impact the proposed Work included in this Contract. Cost for this effort shall be included in the total lump sum bid price.

#### **2. FIELD ENGINEERING & LAYOUT**

- 2.1 All Field Engineering and Construction Layout shall be performed under the supervision of a Land Surveyor (employed by the Contractor) registered in the State of Florida and acceptable to the Engineer.
- 2.2 The Contractor shall establish elevations, lines and grades utilizing the Contract Drawings.
- 2.3 Upon final completion of the Work, the Contractor shall submit his own as-built drawings prepared by a registered Land Surveyor certifying that the elevations and locations of the work are in conformance with the Contract Documents.

#### **3. PRECONSTRUCTION CONFERENCE**

- 3.1 Owner shall schedule a conference after the Notice of Award has been issued.

- 3.2 Attendance Required: Owner, Engineer, and following Contractor Representatives:
- Project Manager
  - Job Superintendent
  - Utility Contractor (license holder)
  - Landscape Contractor
- 3.3 The Preliminary Agenda for the Pre-Construction Conference is as follows:
- 3.3.1 Distribution and/or review of Contract Documents
  - 3.3.2 Submission of list of Subcontractors, Schedule of Values, Progress Schedule and a preliminary schedule of Shop Drawings and Sample Submittals.
  - 3.3.3 Designation of personnel representing the parties in Contract, and the Engineer.
  - 3.3.4 Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
  - 3.3.5 Scheduling of Construction Activities.

#### **4. CONSTRUCTION PROGRESS MEETINGS**

- 4.1 The Engineer will schedule and administer meetings throughout the progress of the work as needed.
- 4.2 Engineer will make arrangements for Construction Progress Meetings, record minutes, and distribute copies to Contractor, Owner, participants, and those affected by decisions made.
- 4.3 Attendance Required: Project Manager, Job superintendent, major Subcontractors and suppliers, Engineer and Owner as appropriate to agenda topics for each meeting.
- 4.4 Short Interval Schedule - The Contractor will be required to submit a short interval schedule (in the form of a bar chart), at the beginning of each arranged meeting, identifying the work in progress and proposed work over the next four (4) weeks. This Short Interval Schedule shall be formatted to reflect the overall Progress (Project) Schedule as described in Section 01070 and specifically identify Milestones of the Work (if any) including, but not limited to, major storm drainage crossings, utility adjustments (outages), lane closures, pedestrian access impacts, and other modifications to the Maintenance of Traffic. **Approval of Application for Payments shall be withheld in a manner consistent with the Prompt Payment Act if the Contractor fails to provide the required Short Interval Schedule.**

**END OF SECTION**

## SECTION 01070

### CONSTRUCTION PROGRESS SCHEDULE

#### 1. GENERAL

- 1.1 The Contractor will be required to submit their Initial Progress (Project) Schedule (on 11" x 17" paper) for approval by the Owner and/or Engineer at the time of Bid. All project schedules shall indicate the times (number of calendar days or dates) for starting and completing the various stages of the Work and shall not exceed the time stipulated as the Contract Time for the fully complete and functioning project from beginning to end. If revisions are necessary the Contractor shall revise the schedule and resubmit as noted below.
- 1.2 Submit to the Engineer a Revised Critical Path Method (CPM) schedule for review, approval and acceptance by the Engineer within ten (10) days of execution of the Contract.
- 1.3 The schedule must show work activities in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence in which the work will be accomplished. Describe all activities so that the work is readily identifiable and the progress on each activity can be readily measured. The Engineer shall not accept any activity spanning more than thirty (30) days, except Erosion Control, Mobilization and procurement activities. Activities with an overall duration of more than thirty (30) days shall be shown as phased work.
- 1.4 Failure to include any element of work or any activity relating to utility relocation will not relieve the Contractor from completing all work within the adjusted Contract Time at no additional time or cost to the Owner, notwithstanding the acceptance of the schedule by the Owner.
- 1.5 The schedule submittal shall consist of network diagrams, a barchart, and accompanying mathematical analyses. A network diagram shall show the order and interdependence of activities and the sequence in which the work is to be accomplished. The mathematical analysis of the network diagram shall include a tabulation of each activity shown on the detailed network diagrams. A bar-graph and analysis shall together, show the following information for each activity, as a minimum:
  - (a) Activity description.
  - (b) Early start date.
  - (c) Early finish date.
  - (d) Late start date.
  - (e) Late finish date.
  - (f) Original duration – in calendar days.
  - (g) Total Float.

- 1.6 Float is not for the exclusive use or benefit of either the Owner or the Contractor. Time extensions for damages or delays will be granted only to the extent that time adjustments to the affected activities exceed the total float time along the affected paths of the schedule current at the time of delay.
- 1.7 All submittals, initial or monthly progress updates, shall have an electronic copy of the schedule files.
- 1.8 Sufficient liaison shall be conducted and information provided to indicate coordination with utility owners having facilities within the project limits. The schedule must reflect the utility adjustment schedules included in the Contract Documents, unless changed by mutual agreement of the utility company, the Contractor, and the Owner.
- 1.9 Acceptance of the Critical Path Method schedule will be dependent upon satisfactorily identifying work items, dates and durations in conformance with the terms of the Contract and the established Contract Time. Show all non-work days on the calendar.
- 1.10 If the Engineer determines any schedule submission is deficient, it will be returned to the Contractor for correction. Submit a correct schedule within 15 calendar days from the transmittal date. All Contract payments will be withheld for failure to finalize either the initial or an updated schedule in the specified time, until the schedule is accepted. Use the accepted schedule for planning, organizing, directing, and reporting progress.
- 1.11 The schedule may indicate a completion date in advance of the Contract completion date. However, the Owner will not be liable in any way for the Contractor's failure to complete the project prior to the Contract completion date. Any additional costs, including extended overhead incurred between the Contractor's schedule completion date and the completion of the Contract Time, shall be the responsibility of the Contractor. The Contractor shall not be entitled to claim or recover any such costs from the Owner.
- 1.12 The Engineer will designate the location for a regular Monthly Progress Meeting at which all principal parties are expected to attend. At this meeting, provide the most recent schedule, updated to reflect actual start dates, actual finish dates, added activities, changes in sequences and days remaining. If the schedule provided indicates an actual or potential delay to the completion of the Contract, provide a narrative identifying the problems, causes, the activities affected and describing the means and methods available to complete the project in the authorized time.
- 1.13 If the Contract duration substantially changes as a result of time extensions or supplemental agreements, the Engineer may request that the current schedule be updated. If satisfactory, the updated schedule will replace the most recent current schedule for measurement of progress.

- 1.14 Prosecute the work in accordance with the latest accepted Working Schedule. If progress of critical items are delayed, due to no fault of the Owner, provide a written plan itemizing methods to complete the project within the time allowed. All additional costs associated will be at no expense to the Owner. Submit supplementary schedules for acceptance by the Engineer to demonstrate how progress will be regained.
- 1.15 The schedule shall be submitted with each Application for Payment and revised as needed for each subsequent Application for Payment, identifying changes since the previous version.

**END OF SECTION**

## **SECTION 01071**

### **CONTRACT TIME SUSPENSIONS**

#### **1. Suspension of Contractor's Operations – Holidays:**

- 1.1 The Contractor shall not work on the following days: Memorial Day; the Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Saturday and Sunday immediately preceding Labor Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; December 24<sup>th</sup> - 26<sup>th</sup>, and January 1<sup>st</sup>.
- 1.2 Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

#### **2. Other Requirements**

- 2.1 During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the FDOT's Standard Specifications. The Contractor is not entitled to any additional compensation for removal of equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

**END OF SECTION**

## SECTION 01080

### SHOP DRAWINGS

#### 1. DEFINITION

- 1.1 The term Shop Drawings as used herein includes fabrication, erection, layout and setting drawings; manufacturers standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and method of construction as may be required to show the Engineer that the proposed materials, equipment or systems and the position thereof are in compliance with the requirements of the Contract Documents.

#### 2. SUBMITTAL of SHOP DRAWINGS

- 2.1 The Contractor is reminded that approved Shop Drawings are required for structures, materials, mixes and all manufactured and fabricated items (including handrail), prior to Purchase. All Shop Drawings shall be submitted to the Engineer.
- 2.2 Each subcontractor shall submit all shop drawings and manufacturers descriptive data through the Contractor for the Engineers approval. Shop drawings will not be accepted directly from subcontractors or suppliers (except in special instances when specifically required by the Engineer).
- 2.3 All shop drawings shall be thoroughly checked by the Contractor for completeness and for compliance with the Contract Documents before submitting them to the Engineer, and shall bear the Contractors stamp of approval certifying that they have been so checked. **Any shop drawings not bearing the aforementioned stamp of approval shall be rejected and returned to the Contractor without review.**

#### 3. APPROVAL of SHOP DRAWINGS

- 3.1 The Contractor shall schedule the submittal of all required shop drawings with such promptness as to cause no delay in his work or in that of any other contractor or subcontractor.
- 3.2 Upon receipt of shop drawings from the Contractor, the Engineer shall have fourteen (14) days to review and respond to each shop drawing submittal and each subsequent submittal (as needed due to rejection or required revisions).
- 3.3 Upon no circumstance shall the Contractor proceed with the fabrication, erection or installation of above items until the shop drawings have been approved by the Contractor and Engineer.

END OF SECTION

## **SECTION 01090**

### **QUALITY CONTROL ACTIVITIES and TESTING SERVICES**

#### **1. QUALITY ASSURANCE/CONTROL OF INSTALLATION**

- 1.1 The Contractor shall comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship. If the Contractor identifies any specification, drawing, material, or procedure that may not comply with applicable codes or standards, the Contractor shall promptly notify the Engineer and Owner in writing prior to the submission of the Contractor's Proposal.
- 1.2 Work is to be performed by persons qualified to produce workmanship of specified quality.

#### **2. QUALITY CONTROL ACTIVITIES**

- 2.1 QC Coordinator: Designate a QC Coordinator who has full authority to act as the Contractor's agent to institute any and all actions necessary for the successful implementation of the QC Activities. The QC Coordinator must be on-site at the project on a daily basis or always available upon four hours notice to administer the QC Activities. This includes administering, scheduling, implementing, monitoring, and as necessary, adjusting the processes to ensure compliance with the Contract Documents.
- 2.2 Asphalt QC Technicians:
  - 2.2-1 Plant Technicians: For asphalt plant operations, provide a QC technician, qualified as a CTQP Asphalt Plant Level II technician, available at the asphalt plant at all times when producing mix for the Department. Perform all asphalt plant related testing with a CTQP Asphalt Plant Level I technician.
  - 2.2-2 Mix Designer: Ensure all mix designs are developed by individuals who are CTQP qualified as an Asphalt Hot Mix Designer.
  - 2.2-3 Documentation: Document all QC procedures, inspection, and all test results and make them available for review by the Engineer throughout the life of the Contract.
- 2.3 Concrete Production Facility Manager of Quality Control: Ensure each concrete production facility has a Facility Manager for QC with the following qualifications:
  - 1. Qualified as a CTQP Concrete Laboratory Technician Level II or, qualified as a CTQP Concrete Laboratory Technician Level I, Concrete Field Technician - Level I, and Batch Plant Operator.

2. Three years of QC experience directly related to cement concrete production.
3. Demonstrated proficiency in implementing, supervising, and maintaining surveillance over a QC Program.
4. Experience or certification in performance of required QC tests and statistical evaluation of quality control test results.

### **3. TESTING LABORATORY SERVICES**

- 3.1 The Contractor shall employ the services of an independent firm, acceptable to the Owner, to perform testing as identified in Section 02200. Contractor shall pay all costs for testing services (field and laboratory) and shall be reimbursed for the direct cost of testing services through the allowance included in the Bid Proposal. This allowance is provided for materials (earthwork, concrete, asphalt, etc.) testing only. This allowance shall **NOT** be construed to cover other incidental costs, including those incidental costs identified in Section 3 – Quality Control Activities (see above), groundwater testing and any testing of utilities or other work components. The cost for these other incidental costs shall be included in the Contractor's Bid Proposal. Contractor shall be responsible for pre-qualifying the testing laboratory and the unit price schedule for approval by the Owner and/or Engineer prior to construction.
- 3.2 The independent firm will perform the minimum number of tests as specified in Section 02200 of these Specifications or as required by the Engineer and shall have all necessary CTQP qualifications to perform Level I and Level II services.
- 3.3 Reports will be submitted by the independent firm to the Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents. Two (2) additional copies of all test reports shall be submitted to the Owner.
- 3.4 The Contractor shall coordinate with the independent firm to submit design mixes and furnish samples of materials, equipment, tools, storage and assistance as requested.
- 3.5 It is the Contractor's responsibility to schedule on-site testing directly with the independent firm and the Contractor shall notify the Engineer 24 hours prior to the expected time for on-site testing.
- 3.6 Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instruction by the Engineer. Any retesting or corrective work required to achieve compliance with applicable codes and standards shall be at the Contractor's sole expense. No additional compensation or change order shall be provided for such work.
- 3.7 All costs for tests not conforming to the requirements of the Contract Documents and testing costs incurred outside of regular working hours shall be the

responsibility of the Contractor and will not be included in the Contractor's reimbursable allowance for testing services.

- 3.8 **Density Log Book** – Contractor is informed that the test results required under this Contractor for earthwork will be documented using a Density Log Book system approved by the Engineer.

**END OF SECTION**

## **SECTION 01095**

### **CONTRACT CLOSEOUT**

#### **1. PRE-FINAL and FINAL INSPECTIONS**

- 1.1. Upon completion of the Work, Contractor shall submit written certification that the Contract Documents have been reviewed, the Work has been inspected by the Contractor, and that the Work is substantially complete in accordance with the Contract Documents and ready for Engineers inspection.
- 1.2. Within thirty (30) days after Substantial Completion (as defined in the Contract documents), Engineer shall inspect the work and meet with Contractor to develop a list of items required to complete the Work in a complete, satisfactory and acceptable state ("Completion List"). Once the list is developed, the Engineer shall estimate the cost to complete each item on the Completion List and insert the price of each item on the Completion List. The Completion List must be delivered to Contractor after final development and review, and no later than fifty (50) days after Substantial Completion. Final Completion shall be thirty (30) days after delivery of the Completion List to the Contractor.
- 1.3. Within twenty (20) days after delivery of the Completion List to the Contractor, Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the Completion List. After the Contractor has satisfactorily completed all items on the Completion List, it may submit a payment request to the Owner for the remaining contract balance.
- 1.4. The Engineer will coordinate the re-inspection of the Work by conducting a Final Inspection. Contractor, Engineer, Owner and other governing bodies (if applicable) shall be present for the Final Inspection. If a good faith dispute exists as to whether one or more items identified on the Completion List have been completed pursuant to the Construction Agreement, Owner may continue to withhold up to one hundred fifty percent (150%) of the total costs to complete such items.
- 1.5. Contractor shall submit the final signed and sealed As-Built Drawings ten (10) days prior to the date of the Final Inspection and provide submittals to Engineer that are required by governing or other authorities.

#### **2. PROJECT RECORD DOCUMENTS**

- 2.1. The Contractor shall maintain on site, one set of the following record documents; recording actual revisions to the Work commensurate with the construction progress:
  1. Contract Drawings
  2. Specifications
  3. Addenda

4. Change Orders and other Modifications to the Contract.
  5. Reviewed (and approved) shop drawings & product data.
  6. Permits
- 2.2 The Contractor shall furnish complete sets of certified as-builts as requested by the Engineer. As-built requirements can be found in Section 02140 of these Specifications. As-builts shall be prepared and sealed by a licensed surveyor registered in the State of Florida and shall also bear the Contractor's As-built certification.

### **3. CLOSEOUT SUBMITTALS**

- 3.1 When the Engineer has determined that the Work is acceptable under the Contract Documents and the Contract fully performed, the Contractor shall prepare and submit his final Application for Payment to the Engineer together with the following:
1. Contractors lien waiver in the full amount of the Contract Sum.
  2. Lien waivers from all Subcontractors and major material suppliers who have furnished material for the work under contract with the Contractor or Subcontractor. The lien waivers shall be in the full amount of the contract involved.
  3. Consent of surety to final payment.
  4. Evidence of compliance with requirements of governing authorities.
  5. Certificates of Inspection from all required agencies and departments, as needed.
  6. "As Builts" as noted above prepared and signed and sealed by a Professional Land Surveyor, registered in the State of Florida and all other requirements as set for in the Contract Documents.

**END OF SECTION**

## **SECTION 01100**

### **PERMITS**

#### **1. GENERAL**

1.1 The Contractor is notified that this project requires the following permits:

1. St. Johns County Construction Permit
2. JEA Water and Sewer Permit
3. SJRWMD Permit
4. FDEP Public Drinking Water Facility Construction Permit
5. FDEP Domestic Wastewater Collection System Construction Permit
6. Dewatering Permit
7. U.S. Environmental Protection Agency - NPDES Notice of Intent
8. U.S. Environmental Protection Agency - NPDES Dewatering Permit

At no additional cost to the owner, the Contractor is expected to comply with these permits. Prior to award of the project, permit no's. 1 – 6, which are necessary for the construction of the awarded project, will be obtained by the Owner. All other permits are the responsibility of the Contractor.

1.2 A copy of available permits is included in Appendix B and by reference made a part of these Contract Documents.

1.3 The Contractor is responsible for constructing this project in accordance with the permit conditions, including all modifications set forth by the permitting agencies. The Contractor shall confirm all permit and project requirements meet or exceed current codes. If any permit condition or requirement fails to satisfy code minimums, notification must be provided to the Engineer and Owner prior to the submission of the Contractor's Proposal. All costs for modifications or corrections required to comply with codes post-award shall be borne exclusively by the Contractor.

1.4 Forty-eight (48) hours prior to commencement of construction, the Contractor shall submit a Notice of Intent to the EPA in accordance with National Pollutant Discharge Elimination System Rules and Regulations.

**END OF SECTION**

## **SECTION 01110**

### **ADA REQUIREMENTS**

#### **1. GENERAL**

- 1.1 The Contractor is reminded that the construction of the proposed Work must conform to the latest requirements of the American Disabilities Act including, but not limited to, the below listed Work items:
  - 1.1.1 Sidewalk cross-slope
  - 1.1.2 Driveway construction
  - 1.1.3 Handicap ramps (longitudinal slopes (i.e. 12:1 max) and landing widths)
  - 1.1.4 Handicap ramp detectible warning devices (surface texture and color)
  - 1.1.5 Pedestrian Push Button Access
- 1.2 The Contractor shall acquaint himself with these requirements and the Florida Department of Transportation Standard Indexes, St. Johns County Standards and Specifications as set forth in these Contract Documents.

**END OF SECTION**

## SECTION 01120

### DIRECT PURCHASE OF MATERIALS

#### 1. GENERAL

Contractor acknowledges that the **Greenbriar Community Development District** shall be entitled to undertake a direct purchase of any or all materials incorporated into the Project. In such event, the following conditions shall apply:

- a. The District may elect to purchase any or all materials and equipment to be incorporated into the Project directly from the supplier.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms for all materials to be directly purchased by the District.
- c. Upon receipt of a requisition, District shall review the requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the Project location on an F.O.B. job site basis.
- d. The purchase order issued by District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have obligation to inspect, accept delivery of, and store the materials pending incorporation into the project. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through incorporation into the Project.
- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. Monies due contractor for work completed per the contract terms will be reduced by the value of the materials paid for by the District plus the applicable sales tax less any discounts referenced in the requisition to the vendor.
- h. District will purchase and maintain insurance, which will be sufficient to cover materials purchased directly by the District.

Costs for the efforts associated with the procurement of tax exempt direct purchase of materials shall be included in the total lump sum bid price.

**END OF SECTION**

**PART IV. SPECIAL CONDITIONS**  
**DIVISION 2: SITE WORK**

## SECTION 02010

### GENERAL REQUIREMENTS

#### 1. WORKMANSHIP

- 1.1 All work shall be proved to be in first class condition and constructed in accordance with the Contract Drawings and Specifications. All defects disclosed by tests and inspections shall be remedied immediately by the Contractor and shall be included in the Contractors lump sum bid. If, during review of the Contract Documents and Specifications prior to submitting its Proposal, the Contractor identifies any aspect of the Scope of Work that does not meet applicable federal, state or local code minimums, the Contractor shall promptly notify the District and/or the District's Engineer in writing and seek clarification or correction prior to submission of its Proposal. After the contract is awarded, the Contractor is solely responsible for any costs to bring the Work into compliance with all applicable codes and standards, without request for additional payment or adjustment.

#### 2. MATERIALS

- 2.1 All materials shall be free from defects impairing strength and durability and be of the best commercial quality for the purpose specified.

**END OF SECTION**

## **SECTION 02020**

### **EROSION CONTROL and TURBIDITY MONITORING**

#### **1. EROSION CONTROL**

- 1.1 The Contractor shall make suitable provisions to minimize siltation and erosion of waterways which may result from, or as a result of, his operation during the course of construction of this project. The Contractor is hereby advised that silt barriers are to be used at all times during construction in which siltation or erosion may occur.
- 1.2 The Contractor is reminded that he shall carefully review and comply with the Sediment and Erosion Control Details and Storm Water Pollution Prevention Plan included within the Contract Drawings.
- 1.3 The Contractor and his subcontractors shall sign required SWPPP sheet as required and return to the Owner within seven (7) days after the Notice to Proceed.
- 1.4 The Contractor shall inspect and take possession of and maintain existing erosion control devices that are in place. Contractor shall replace erosion control devices as needed during construction. This work should be included in the lump sum bid.

#### **2. TURBIDITY MONITORING**

- 2.1 The Contractor shall monitor the construction activities to ensure that the minimum requirements for erosion control and pollution prevention are met and shall take action as needed to maintain all erosion control measures implemented.
- 2.2 The Contractor shall be held liable for any fines levied against the Owner by any regulatory agency for violations of State Water Quality Standards.
- 2.3 Turbidity shall not exceed twenty-nine (29) NTUs above background measured within the same watershed.

**END OF SECTION**

## **SECTION 02030**

### **PROTECTION OF PROPERTY**

#### **1. GENERAL**

- 1.1 The Contractor shall inform himself concerning the location of existing utilities, pipelines and structures of every type, below, on or above ground, which may interfere with his operations. He shall prepare his Bid and enter into Contract in full understanding of the conditions that may be encountered and his responsibility in connection therewith.
- 1.2 All existing utilities, pipes, poles, signs, mailboxes, wires, fences, gates, curbing, paving, property line markers, trees, shrubs, planters, landscaping, traffic signs and signals, and other structures or items, either public or private, which must be preserved in place shall be protected from damage by the Contractor
- 1.3 Wherever the underground installation of utility lines will proceed through surface improvements previously made by the Owner, other governmental bodies, or adjacent property owners, the Contractor will be responsible for their protection and preservation, including necessary removal and storage of such improvements, and subsequent replacement to obtain to the fullest extent possible, the undisturbed condition.
- 1.4 The Contractor shall bear full responsibility and control of the means and methods of construction required to meet the conditions of the Contract documents. The Contractor shall review the site and adjacent properties to inform himself of the proximity and location of structures adjacent to the site. Should such items be damaged as a result of the Contractor's operations they shall be restored by the Contractor to at least as good condition as that in which they were found immediately before the work was begun, at no additional cost to the Owner.
- 1.5 The Contractor shall be required to maintain all gates and locks during construction to maintain security for existing property.
- 1.6 The Contractor shall also maintain all trail/haul routes within project limits to the satisfaction of the Engineer and/or Owner.

**END OF SECTION**

## **SECTION 02040**

### **RELOCATION of EXISTING PROPERTY**

#### **1. GENERAL**

- 1.1 As required by these Specifications and Contract Drawings, extreme care shall be used when relocating existing structures including, but not limited to, roadway and property signs, mailboxes, planters, trees and shrubs. If the relocated items are damaged as a result of the Contractor's care, the items shall be restored by the Contractor to the satisfaction of the Engineer, at no additional cost to the Owner.
- 1.2 Except as may otherwise be specified on the plans or herein, all mailboxes and property signs shall be relocated to a like position adjacent to the pavement (at the Right-of Way line) or as prescribed by the U.S. Postal Service at an appropriate and reasonable time, commensurate with the construction progress and so not to unnecessarily inconvenience the affected property owner(s). Contractor shall maintain access to all mailboxes at all times so mail service is uninterrupted.

The Contractor shall be responsible for the replacement of all mailboxes damaged by his operations.

**END OF SECTION**

## **SECTION 02045**

### **BORROW SITES**

#### **1. OFF-SITE BORROW**

- 1.1 In the event that excess material is required from an off-site source, the Contractor shall provide all import material *and include this cost in the Lump Sum bid proposal for earthwork.*
- 1.2 All import material shall be A-3 material and shall be prequalified by the Contractor by AASHTO soil classification testing prior to delivery to the project site. Frequency of sampling shall be as directed by the Engineer.

#### **2. PROPOSED IMPROVEMENTS**

- 2.1 The CONTRACTOR's lump sum bid price shall include the construction of items above and all excess suitable (A-3) material shall become the property of the Owner and all excess unsuitable material (other than A-3 material) shall become the property of the Contractor and shall be disposed of off-site in areas provided by him at no cost to the Owner.

**END OF SECTION**

## SECTION 02050

### UNSUITABLE MATERIAL

#### 1. GENERAL

- 1.1 Included within the limits of the proposed construction is unsuitable material which the Contractor will be required to remove and replace with suitable material. Unsuitable material shall include, but not be limited to, muck, clay, pile foundations, concrete railroad and street car tracks, bricks, railroad ties, debris, etc., as determined by the Engineer.
- 1.2 All unsuitable material designated for removal shall become the property of the Contractor and shall be removed and disposed of from the project site in accordance with *Section 02180 - Excess Material of these Specifications*

#### 2. LIMITS OF OVEREXCAVATION

- 2.1 The Contractor shall familiarize himself with the geotechnical report included by reference in Appendix A.
- 2.2 The Contractor shall select a dewatering system which will be maintained at least two (2) feet below the proposed depth of excavation required during all demucking operations. Contractor shall also refer to the *Special Conditions Section 02160 Dewatering*.
- 2.3 Where unsuitable material is encountered during the construction, but not previously designated for removal, the Contractor shall remove the unsuitable material and replace with suitable material to the satisfaction of the Engineer. This work shall be included in the Contractor's lump sum price under contingency removal/replacement of unsuitable material. The costs included under contingency removal/replacement of unsuitable material shall include all excavation, hauling and disposal of unsuitable material and the excavation, hauling, placement/backfilling and compaction of suitable soil. This contingency shall cover all depths of unsuitable soil removal/replacement and shall be verified by cross-section method by the Contractor and approved by the Engineer. There will be no time extension granted for work covered under this specification.

#### 3. SUITABLE SOIL (A-3 MATERIAL)

- 3.1 As required, the Contractor shall be required to pre-qualify all A-3 material brought on site in accordance with the AASHTO soil Classification System by employing the use of an independent testing laboratory for soil classification.

**4. UNSUITABLE SOIL/UTILITY CONFLICT**

- 4.1 Where unsuitable soil conditions are encountered and existing utilities are not scheduled for removal or replacement, the Contractor must support and protect the utilities in place during removal and replacement of such unsuitable material.
- 4.2 Where construction of proposed watermains, sanitary sewer, forcemains or reuse mains are called for in the plans, the removal of unsuitable material and backfill requirements shall be in accordance with the Notes and Detail sheets included in the Contract Drawings.

**END OF SECTION**

## **SECTION 02060**

### **PIPE and STRUCTURE GRADE TOLERANCE**

#### **1. GENERAL**

- 1.1 Inverts for proposed pipe and structure installation, relocation, or modification shall be held with 0.10 feet of the proposed inverts.
- 1.2 Unless an unknown conflict prevents the construction to proposed grade, pipes that exceed the tolerance requirement shall be removed and reinstalled within the grade limits. If an unknown utility conflict should prevent the construction within the allowed limits, the Contractor shall notify the Engineer what action will be taken to eliminate the conflict. If a deviation from the original plans is required, the Contractor shall mark his Plans to show what the problem was and what action was taken to continue his work. This information shall be included on the As-Built Drawings.

**END OF SECTION**

## SECTION 02070

### UTILITY COORDINATION

#### 1. GENERAL

- 1.1 The Contractor shall be responsible for the complete coordination of all utility installation activities on the project. It shall be the Contractors responsibility to ensure that the relevant utility coordination is scheduled in an appropriate fashion so as to minimize the effect of utility work on the overall project schedule. No contract change orders will be approved based upon time delays or damages created by the utility coordination efforts on this project.
- 1.2 Unless otherwise noted on the plans, all existing potable water, sanitary sewer, sewer forcemain and storm drainage utilities are to remain and be protected.

#### 2. COORDINATION WITH UTILITIES

- 2.1 *The Contractor shall establish liaison and coordinate his work activities with the activities of AT&T, JEA Electric, Comcast, and Peoples Gas to prevent interruption to utility service or delays to the progress of construction.*
- 2.2 AT&T, JEA Electric, Comcast, and Peoples Gas will require time and access within the right-of-way to construct their facilities. The Contractor shall meet with utility representatives to coordinate and schedule their facility's installation prior to commencement of work. The utility construction activities must be included in the overall project schedule prepared by the Contractor.
- 2.3 The Contractor shall be required to perform the following work associated with this coordination effort:
  - 2.3.1 Establish grade +/- 1" of finished grade.
  - 2.3.2 Coordinate acceptance of grade.
  - 2.3.3 Perform necessary final grading after utility installation by others.
  - 2.3.4 The cost of these efforts shall be included in the Contractors total lump sum bid price.
- 2.4 The Contractor shall conduct his concurrent activities to not interfere with the relocation of utilities identified above and in other areas shown on the plans and shall cooperate with the utilities for installing services, delivering equipment, and removing existing facilities.

#### 3. EXISTING UTILITIES

- 3.1 Known surface and sub-surface utilities are shown or noted on the drawings, as accurately as available information will permit. The Contractor shall have full responsibility for reviewing and checking such information (in the field or by utility agency as-built review) for accuracy. The Owner makes no representation or

guarantee concerning the accuracy or completeness of such information shown or noted, or that utilities other than those indicated do not exist.

- 3.2 The Contractor shall be responsible for locating all utilities either on or contiguous to the site and taking adequate precautions to safely protect, support and maintain such utilities during construction, whether or not such utilities are accurately shown on the Drawings.
- 3.3 Customer service lines and other utilities that traverse the proposed construction are not normally shown on the Drawings and any damages thereto shall be the sole responsibility of the Contractor.
- 3.4 It shall be the Contractor's responsibility to comply with all applicable laws associated with Sunshine One Call during construction.
- 3.5 The Contractor shall refer to the plans for a list of utility companies or agencies (including contact names) with services within the limits of construction:
- 3.6 It is the responsibility of the Contractor to notify all utility providers in writing at three (3) days prior to construction and request that the location of their respective utility or material be located and staked in the field. Should the Contractor encounter any unidentified utility, work in the immediate area shall promptly cease, and the Utility Provider and Engineer advised. The Engineer shall be given up to eight calendar days in which to resolve any utility conflict prior to the Contractor's claim for additional compensation for construction delays.

#### **4. PROTECTION OF UTILITIES DURING CONSTRUCTION**

- 4.1 The Contractor shall be responsible for protection of existing and proposed utility systems during construction. Caution shall be used where the required construction will temporarily reduce the minimum cover requirements over existing or proposed utilities regardless of where they are shown on the contract drawings.
- 4.2 The cost of repair or replacement of any such utility damaged by the Contractors grading operation shall be included in the Contractors lump sum bid.
- 4.3 The Contractor is reminded the laws of Florida require him to notify any gas company, which may have underground lines in the work area at least 48 hours in advance of any digging operation.
- 4.4 It is the Contractors responsibility to request line rubber protection (when needed) from utility providers at least ten (10) working days in advance.

#### **5. TEMPORARY UTILITIES**

- 5.1 All water, electricity and other utilities required in accomplishing the work shall be furnished and installed by the Contractor. The water required for carrying out the work shall be obtained from the fire hydrants, existing water main connections, or

new connections as approved by the Owner and the cost for such work shall be included in the Contractor's lump sum bid. Upon completion of work, all evidence of temporary connections and lines shall be removed.

**END OF SECTION**

## **SECTION 02080**

### **UTILITY CONFLICTS**

#### **1. SEQUENCE OF CONSTRUCTION FOR WATER AND/OR SEWER**

1.1 Where shown on the Contract Drawings or called for within the Contract Specifications, it shall be the Contractor's responsibility to schedule the construction and relocation of the water and/or sewer mains within the limits of construction. This scheduling shall be at the sole discretion of the Contractor. However, failure of the Contractor to review the relationship between component systems or relocate or adjust in conjunction with or prior to the drainage and roadway construction will not constitute a direct conflict in regards to this project regardless of where the water or sewer line is shown on the Contract Drawings.

#### **2. ADJUSTMENTS DURING CONSTRUCTION**

2.1 Commensurate with the applicable construction, it shall be the Contractor's responsibility to make reasonable investigations of the proposed locations for water and sewer construction. If minor deviations to the design locations can be made in accordance with the requirements of the Contract Documents to avoid conflict with other existing or proposed utilities at no additional cost to the Owner, then Contractor shall inform Engineer of the proposed remedy. Upon approval by the Engineer, the Contractor shall make field notes to identify any adjustments and include such deviations on the as-built drawings.

#### **3. UNKNOWN CONFLICTS**

3.1 Unknown conflicts are defined as being either lateral or vertical in nature.

3.2 When the Contractor discovers an unknown direct conflict (which could not have been reasonably avoided as outlined in Paragraph 2.1 above), he shall contact the Engineer for verification and approval of the method of resolution. If the resolution causes an increase or decrease in the Contract Amount, such work shall be accomplished by the Contractor at the prices established in the Schedule of Values.

3.3 The Engineer shall be given up to fourteen calendar days in which to resolve any utility conflict prior to the Contractor's claim for additional compensation for construction delays

3.4 The Contractor will be required to make adjustments of all manholes, valve boxes, structure tops (including manhole ring and covers) and other like items within the limits of construction to meet the final lines, dimensions and grades shown on the Contract Drawings. The Contractor will not be required to make adjustments to manholes, valve boxes, structure tops and other like items belonging to AT&T, **JEA** or Comcast. Manholes belonging to these companies will be adjusted by, and at the expense of, the utility concerned.

#### **4. SCHEDULING of the WORK**

- 4.1 In the event the Contractor encounters a conflict (known or unknown), the Contractor shall continue his operations elsewhere until such time either the utility company relocates their utility, shop drawings (if needed) have been approved and/or the precasting of conflict structures (if any) is complete. The Contractor must schedule or relocate his work so not to artificially create a stoppage in the Work. No time delay impacts will be granted due to this scheduling requirement and the Contractor, by entering into this Agreement, acknowledges this condition of the construction.

**END OF SECTION**

## **SECTION 02090**

### **UTILITY INSTALLATIONS**

#### **1. SPECIFICATION REQUIREMENTS**

- 1.1 Watermain, reclaimed watermain, gravity sewer main, forcemain and lift station construction requirements, shall be in accordance with JEA Standards (identified in Section 01020).
- 1.2 JEA will provide inspection efforts during construction.
- 1.3 Contractor shall conform to St. Johns County trench backfill specifications.

**END OF SECTION**

## **SECTION 02100**

### **MOBILIZATION**

#### **1. GENERAL**

- 1.1 Mobilization shall consist of the preparatory work and operations in mobilizing to begin the Work and demobilizing upon completion of Work on the project, including, but not limited to, overhead, general conditions, and those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, pre-construction and construction survey and for the establishment of safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and Federal, State and local laws and regulations.
- 1.2 The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for use of his employees as may be necessary to comply with the regulations of the public bodies having jurisdiction.

#### **2. PAYMENT**

- 2.1 All costs for mobilization shall be included in the CONTRACTOR'S Lump Sum Bid Price.
- 2.2 No separate payment will be made for demobilization costs.
- 2.3 Invoicing Schedule
  - (a) The CONTRACTOR may request payment of no more than 30% of the lump sum bid price for mobilization with the first invoice.
  - (b) The remaining 70% of the mobilization balance shall be made in equal monthly payments over the duration of the original contract.

**END OF SECTION**

## **SECTION 02110**

### **STORAGE of EQUIPMENT and MATERIALS**

#### **1. GENERAL**

- 1.1 The Contractor shall use due care in safe operations and shall provide adequate facilities for proper storage of materials, tools and/or equipment, and it shall be the responsibility of the Contractor to provide locked storage and/or sufficient guards to prevent injury or vandalism.
- 1.2 The Contractor shall not (except after written consents from the property owner) enter or occupy with men, tools or equipment, any land outside the property of the Owner. A copy of the written consent shall be given to the Engineer.
- 1.3 The Contractor shall be required to provide an offsite parking area located outside of the existing State or County right of way for all of its employees and delivery providers, along with providing such transportation measures as necessary between the parking area and the job site. Parking is allowed within temporary construction office location provided it is within the space allocated in the specifications for occupancy.

**END OF SECTION**

## SECTION 02130

### PROJECT SURVEYING

#### 1. GENERAL

- 1.1 The Owner shall provide the survey work outlined in the bid proposal.
- 1.2 All other survey work must be provided by the Contractor, including construction staking (i.e. grade stakes, lines and levels). Construction layout and staking of the proposed work shall be done under the supervision of a registered land surveyor or engineer authorized to practice in the State of Florida under the provisions of Chapter 472 or 471, Florida Statutes, respectively.
- 1.3 The Contractor will provide all surveys necessary to commence and perform all the work. All work shall be done to the lines, grades and elevations shown on the Contract Drawings. Any work done without being properly located will be ordered removed and replaced at the Contractor's expense.
- 1.4 The Contractor shall furnish, at his own expense, all stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor including instrument men, rodmen, chainmen, etc., as may be required in layout of any part of the Work from the baselines and benchmarks established by the Owner.
- 1.5 The Contractor shall also be responsible for monumenting benchmarks, geometric curve data (if any) and all other boundaries at the conclusion of the project, to allow for future reference.
- 1.6 All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the Contractor in laying out the Work shall be available at all times during the progress of the Work for the ready examination by the owner or its duly authorized representatives
- 1.7 The Owner may make original and final surveys and make computations to determine the quantities of Work performed or finally in place.
- 1.8 The Contractor shall make such surveys and computations as are necessary to determine the quantities of Work performed or placed during each period for which a progress payment is to be made. All original field notes, computations and other records, or facsimile copies thereof, taken by the Contractor for the purpose of construction and for progress reviews, shall be furnished promptly to the Owner for permanent records and for determining the proper amount of progress payments due to the Contractor. Unless waived in each specific case, quantity surveys made by the Contractor shall be made during the presence of the owner.
- 1.9 The Owner may make checks as the Work progresses to verify lines and grades established by the Contractor and to determine the conformance of the completed

work as it progresses with the requirements of Contract Specifications and Plans. Such checking by the Owner or its representative shall not relieve the Contractor of his responsibility to perform all Work in accordance with the Contract Plans and the event that location marks as established by the Contractor are found to be inaccurate or inadequate, work shall be suspended until corrections have been made.

- 1.10 No separate payment will be made for the cost involved in the survey work, layout work or staking performed by the Contractor. All such costs will be considered as incidental to the Contract.

## **2. SURVEYS AND GRADE STAKES**

- 2.1 Any reference points, points of intersection, property corners, or bench marks which are disturbed during construction shall be restored by a land surveyor registered to practice in the State of Florida, and shall be included in the Contractor's lump sum bid.
- 2.2 The elevation data shown on the construction drawings are based on various benchmarks, some of which may be disturbed or removed during the course of this project. The contractor shall be responsible for transferring and documenting all benchmarks that will be disturbed or removed.
- 2.3 All costs associated with this item shall be included in the lump sum bid amount.

**END OF SECTION**

## SECTION 02140

### AS-BUILT DRAWINGS

#### 1. GENERAL

- 1.1 The work covered under this section includes furnishing the Engineer a complete set of digital and hard copy As-Built. The Contractor shall maintain “As-Built” Drawings, commensurate with the construction progress. Final as-builts shall be submitted to the Engineer at least ten (10) days prior to Final Inspection.
- 1.2 **Final payment will not be made until the “As-Built” Drawings have been approved by the Engineer, all using agencies, the Owner or other governing bodies having jurisdiction.**
- 1.3 The cost for preparing the final “As-Built” Drawings shall be included in the Contractor’s lump sum bid including, but not limited to, all other costs of collecting, maintaining, and transmitting As-built data.
- 1.4 The As-Built Drawing information shall be in strict accordance with this specification and the following codes and standards:
  1. Local county, municipal and utility codes.
  2. St. Johns River Water Management District.
- 1.5 Job Site Record Drawings: Engineer will furnish one set of final design record drawings at cost to the Contractor for use on-site to record all applicable as-built data.
- 1.6 Base Design Drawings: Engineer will provide appropriate base CADD file(s) of the Final Engineering design drawings for use by the contractor to develop the necessary “As-built” drawings. “As-built” drawings shall replicate the Final Engineering Drawings in format and presentation.
- 1.7 Final Deliverables:
  1. Hard Copies: Contractor will provide five (5) sets of signed and sealed hardcopies of the Final “As-Built” Record Drawings to the Engineer. Additional signed and sealed hardcopies beyond the required five (5) sets shall be provided, as necessary, based on the requirements of the governing municipalities and/or agencies for final acceptance/approval.
  2. Digital Files: Contractor will provide a CD with the digital PDF and CADD (.DWG format) files of the Final “As-built” Record Drawings that correspond to the final signed and sealed hardcopies to the Engineer.
- 1.8 **Contractor shall submit one (1) set of updated as-builts with each progress payment request.**

## 2. REQUIREMENTS

- 2.1 The record drawings shall be maintained by the Contractor to correctly and accurately show all changes from the Contract Documents made during construction and shall reflect surveyed information, which shall be performed by a Florida Registered Land Surveyor or Professional Engineer. Each sheet shall bear Surveyor's or Professional Engineer's Statement, embossed seal, and original signature of the Registered Land Surveyor or Professional engineer. The final drawings shall be on hard copy, neat and legible.
- A. Daily records of changes in location of piping, fixtures and other items shall be kept and recorded on the job site record drawings.
  - B. On the job site record drawings, the designated elevation and distance changed shall be crossed through (not erased) and the actual elevation or distance written in. The drawings shall show the exact size, elevation and location of all finish grades, road elevations, base grades, lines, valves, manholes, fittings, fire hydrants, air release valves, deflections in the pipes, and all potable water and sanitary sewer connections as required during construction. All applicable dimensions of all valves, fittings, structures, and pipes must be shown; disclaimers will not be allowed.
  - C. The Contractor shall review the completed record drawings and ascertain that all data furnished is accurate and truly represents the work actually installed. No Record Drawing information will be accepted from subcontractors.
  - D. Each as-built sheet shall have the word "AS-BUILT" in 1-inch minimum block letters. Place above the title block in lower right corner. Special detail drawings will be required where installations were not as shown on the Contract Drawings due to field conditions.
  - E. **Each as-built sheet shall bear a Contractor's certification stamp indicating that the completed improvements have been completed in accordance with the approved Plans and Specifications.**
  - F. **Each as-built sheet shall bear a Surveyor's certification stamp indicating that the completed improvements are at the horizontal and vertical locations shown on the as-built drawings and that the as-built drawings meet the minimum technical standards set for by Florida Statutes.**
  - G. The project shall not be considered to be in Substantial Completion until asbuilts have been submitted and accepted by the Engineer. Prior to final payment, the as-built drawings shall be revised by the Contractor to reflect any changes, which have occurred since the Substantial Completion submittal, and to add any information found by the Engineer to be missing.

After preliminary review by the Engineer, the Contractor shall submit the required final deliverables to the Engineer for final submittal to the Owner.

- H. Contractor will be required to make any necessary submittals of the final “As-Built” Record drawings and any associated documentation to the local governing municipalities and/or agencies as directed by the Engineer for final acceptances/approvals.

## 2.2 Existing Utilities (electric, telephone cable TV, gas, water and sewer)

1. Show elevations, separations and location (by station and offset from centerline) of all existing utilities crossed by new construction.
2. Show all utilities including those shown on the drawings and those exposed during construction.

## 2.3 Storm Drainage

1. Locate all drainage structures by station and offset from centerline.
2. Provide pipe types, sizes and length.
3. Provide top/grate elevations and invert elevations for all structures, pipe and underdrain.
4. Cross through all changes in design elevations, slopes, distances, stations, drainage structures, pipe, etc., and place “as-built” conditions directly adjacent to the original design data.
5. Show all drainage easements and improvements/encroachments within the easements shown on the plans.

## 2.4 Stormwater Management Facilities

1. “As-built” information required for all stormwater management facilities shall consist of spot elevations every 100-feet including:
  - a. The top of bank to confirm minimum design bank elevation, and horizontal location with respect to lot line, right-of-way lines or other reasonable physical control.
  - b. 6-feet below normal water level to confirm maximum 4:1 bank slope.
  - c. Location of top bank and existing waters edge at time and date of taking elevations.
  - d. Spot elevations on the bottom of the lake (minimum four (4) shots per acre).

- e. Elevation of water stage at date of as-builts.
- f. Elevation of top of control structure, weir, faces or underdrain and any other controlling feature.
- g. Groundwater cutoff walls top, bottom, ends and 50' minimum intervals

## 2.5 Paving

- 1. Stations and elevations at a minimum of every 100-feet and at the following changes in vertical and horizontal alignment:
  - a. on centerline (or profile grade line)
  - b. back/top of curb
  - c. edge of gutter at pavement
  - d. front and back of sidewalk
  - f. Low points and high points
  - g. Curb returns at intersections
  - h. Centerline intersections
  - i. Beginning and end of superelevation transitions
  - j. Beginning and end of full superelevation
- 2. ADA ramps top and bottom elevations on each side (4 corners) and including the length of the ADA ramp.

## 2.6 Waste Water (Abbreviated)

- 1. All piping, wyes, tees, valves, manholes, service laterals, and special cases shall be located in two directions, in the same manner as water locations.
- 2. Horizontal control dimensions shall be to the nearest tenth of a foot.
- 3. Vertical locations to the nearest hundredth of a foot will be required.
- 4. Identify runs of gravity; i.e., 300 feet, 8-inch PVC SDR 35 at R=0.30 percent, S=.003.
- 5. Elevations shall be given for the top of the manhole cover and for all inverts.
- 6. Service depths to be identified and location of end of service shall be given to the plug.
- 7. Manhole types and diameters to be identified.
- 8. Vertical clearances between other utilities.

9. “As-built” information required on pumping station shall include:
  - a. Size, location and invert elevation of wetwell to nearest tenth of a foot.
  - b. Elevations of wetwell top or cover, and each pipe invert.
  - c. All schedules on the drawings, which show, pump, motor or electrical data shall be amended to show as-built conditions.
  - d. Discharge piping route shall be located in two (2) directions same as required for water mains. Show horizontal and vertical control dimensions of each fitting; change in location or elevation and at points of connection or discharge. Give type and size of pipe.

#### 2.7 Potable Water, Force mains and Reuse Mains (Abbreviated)

1. Locate valves, fittings, fire hydrants, etc. in two directions.
2. Locations shall be a) perpendicular to right-of-way; b) parallel to water main and referenced perpendicular to right-of-way line of nearest street.
  - A. Center line may be used in lieu of right-of-way line. Stationing may be used.
  - B. Structures which are properly located may be used, providing ties are perpendicular or parallel to said structure. Radial ties are not acceptable.
3. All horizontal and vertical distances to be shown to nearest tenth of a foot.
4. Provide separate tables for each of the following appurtenances:
  - A. Fittings: table shall include type, size, northing, easting, latitude, longitude, fitting elevation, final grade elevation and cover.
  - B. Valves: table shall include size, type, manufacturer, number of turns to open, direction to open, top nut elevation, final grade elevation and cover.
  - C. Hydrant: table shall include manufacturer and date of installation.

D. Services/Meters: table shall include northing, easting, pipe elevation, final grade and cover.

5. Special detail drawings will be required where installations were not shown on contract drawings due to field conditions or where required for clarity.
6. Elevations on pipe and fittings every 100 feet maximum except where changes in direction and/or elevations occur. Locations are required at those points of inflection.
7. Locations on pipe every 500 feet except where changes in direction occur; locations required.
8. Detail of all main crossings of storm sewer, sanitary sewer pipes, reuse mains and forcemains showing vertical clearance.

#### 2.8 Sleeves/Casings

1. Locate all sleeves/casings installed by contractor or others such as Comcast, BellSouth, etc.
2. Locate both ends by station and offset to the nearest tenth of a foot.
3. Provide vertical locations of both ends to the nearest tenth of a foot.
4. Identify size and type of pipes

#### 2.9 Lot Grading

1. "As-built" information required for all lot grading as-builts shall consist of:
  - A. Spot elevations at each corner of the lot, at the midpoint and/or breakpoint along each lot line to the nearest tenth of a foot.
  - B. If rear yard is sloped to natural grade, provide spot elevation to the nearest tenth of a foot at the break point before slope begins to natural grade.
  - C. Elevations and horizontal extents of the building pads

**END OF SECTION**

## **SECTION 02150**

### **ENVIRONMENTAL PROTECTION**

#### **1. DUST CONTROL**

- 1.1 It is anticipated that the nature of the roadway and utility construction may result in frequent conditions conducive to producing large amounts of airborne dust. If the Engineer determines it is necessary to control dust from time to time during the progress of work, the Contractor shall do so at no additional cost to the Owner.
- 1.2 Therefore, the Contractor shall be responsible for taking all measures necessary, as approved by the Engineer, for effective dust control at all times, including “offhours” when no work is being performed, throughout the course of this project.
- 1.3 The extent of these measures may at times include the continuous use of water truck(s) during working hours, frequent use of water truck(s) on weekends, holidays, and other “off-hours”, expediting completion of dust-generating operations, street sweeping, and other such methods as approved by the Engineer

#### **2. LITTER**

- 2.1 The Contractor shall be required to control, collect and dispose of all litter excavated or exposed by the work as directed by the Engineer.

#### **3. BURN CONTROL**

- 3.1 Burning of clearing and grubbing debris generated on this project may be burned as allowed by the St. Johns County Fire Marshall. The Contractor shall receive permission to burn debris by obtaining a burning permit as required.
- 3.2 The Contractor is required to haul off site all excess debris from burning operations.
- 3.3 During non-burn conditions, as defined by St. Johns County, the contractor shall be responsible for all the disposal of all burn materials.
- 3.4 It is unequivocally understood that the Contractor shall include, in the preparation of the lump sum bid proposal, the condition that burn bans may be imposed by regulatory agencies and such bans shall not constitute any entitlement to an adjustment of Contract price or time.

#### **4. WATER CONTROL**

- 4.1 Grade site to drain and maintain positive drainage in all traveled areas. Maintain excavations free of water. Provide, operate and maintain pumping equipment.
- 4.2 Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

**END OF SECTION**

## **SECTION 02160**

### **DEWATERING**

#### **1. GENERAL**

- 1.1 The Contractor is responsible for maintaining dry excavations during the performance and inspection of the work including, but not limited to, storm drainage structures, pipe culverts and storm sewers, and stabilized subgrade. It shall also be the Contractor's responsibility to select a dewatering system suitable to the work being performed and the soils being dewatered. The Contractor's attention is called to the geotechnical reports for this project and recommendations for dewatering.
- 1.2 At no time should water be allowed to rise into the excavation during construction and water levels shall be maintained to such a level that will prevent the bottom of the excavation from pumping and/or deteriorating.
- 1.3 Should the Contractor fail to maintain groundwater at sufficient elevations in the opinion of the Engineer, modifications or changes to the dewatering system shall be required as directed by the Engineer, and shall be included in the Contractor's lump sum bid.

#### **2. TEMPORARY DEWATERING FOR ROADWAY CONSTRUCTION**

- 2.1 If the Contractor encounters high groundwater elevations during the procurement of the Work, it is the Contractor's responsibility to implement and maintain temporary dewatering measures until the permanent groundwater control systems are constructed.

#### **3. GROUNDWATER TESTING**

- 3.1 Prior to any discharge of groundwater (dewatering) from construction activities associated with this project to waters of the State (including, but not limited to, wetlands, swales and municipal storm sewers, etc.) the Contractor shall test the effluent (water to be discharged) in accordance with Rule 62-621.300(2), F.A.C. If the test results on the effluent are below the screening values of Rule 62621.300(2), F.A.C., the Contractor shall submit a summary of the proposed construction activity and the test results to the Department of Environmental Protection District office, within one (1) week after discharge begins. The Contractor shall continue to sample the effluent as required throughout the project and comply with all conditions of rule 62-621.300(2), F.A.C. IF the ground water exceeds the screening values of Rule 62-621.300(2), F.A.C., the Contractor shall comply with other applicable rules and regulations prior to discharge of the effluent (ground water) to surface waters of the State.
- 3.2 If the Contractor's dewatering activities exceed the thresholds of a St. Johns River Water Management District (SJRWMD) Consumptive Use Permit, the Contractor shall prepare a dewatering plan and obtain a SJRWMD Consumptive Use Permit.

- 3.3 The cost associated with all dewatering activities shall be included in each item that requires dewatering (i.e. cost for water main and reclaimed water main dewatering shall be included in the cost for water main in the Bid Proposal).

**END OF SECTION**

## SECTION 02165

### PROTECTION OF EXCAVATIONS

#### 1. GENERAL

- 1.1 The Contractor shall be solely responsible for providing safe and acceptable support of the excavation for the protection of workmen, proposed work, existing structures, existing utilities, trees or any other existing or new element requiring protection.
- 1.2 The method of support utilized by the Contractor for worker safety shall meet the requirements of the Florida Trench Safety Act (OSHA Excavation Safety Standards, 29 C.F.R.S. 1926.650 Subpart P) and shall be sufficient to allow for proper installation, inspection and testing of the work.
- 1.3 Should, in the opinion of the Engineer, the excavation not be properly supported to prevent the damage or loss of any element, the Contractor shall immediately change, modify, and/or increase the support system to the satisfaction of the Engineer, at no additional cost to the Owner. While this allows the Engineer to require a modification to the trench support system, it does not require the Engineer to notice or report an unsafe trench condition. The Contractor is responsible for all safety, including trench safety, on this project.
- 1.4 The cost for whatever method of excavation support the Contractor elects to utilize shall be included in the cost of the item being installed.

**END OF SECTION**

## **SECTION 02170**

### **CONSTRUCTION LIMITS**

#### **1. GENERAL**

- 1.1 The Construction Limits encompass the entire Right-of-Way (existing or proposed), easements (existing or proposed), temporary construction easements and site work limits as shown on the Contract Drawings.
- 1.2 The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to the limits shown on the Contract Drawings and shall not encumber the premises with his materials.

#### **2. ENCROACHMENTS**

- 2.1 The Contractor shall be responsible for any encroachments on rights or property of the public or adjoining property owners and shall hold the Owner harmless because of any encroachments which may result of his lack of proper layout. In this regard he shall, without extra cost to the Owner, remove any work or that portion of any work that encroaches on the property of others, or that is built beyond legal building or setback limits, and he shall rebuild the affected work or portion of work at the proper locations and in full compliance with the Contract Documents.

**END OF SECTION**

## **SECTION 02180**

### **EXCESS MATERIAL**

#### **1. GENERAL**

- 1.1 Excess material (except excess suitable A-3 soil) shall be the property of the Contractor and be removed from the site at the Contractor's expense, unless otherwise approved by Owner. Suitable material (A-3) consists of clean, fine sands with little or no silt or clay, free-draining, non-plastic, and stable under load. It shall be free of organics, debris, or other deleterious matter and capable of meeting required compaction and moisture specifications. Unsuitable material (A-5) consists of silty soils with moderate to high plasticity, poor drainage, and high compressibility. Such material, including organics, muck, or unstable soils, shall not be used in structural fill, backfill, or subgrade unless properly stabilized and approved by the Engineer. Unsuitable material can be buried within the ponds but shall include a minimum of 2' of good material capping the unsuitable. Unsuitable material can be buried within the pond's bottom but shall include a minimum of 2' of good material capping the unsuitable.
- 1.2 Timber, stumps, brush, roots, rubbish and objectionable material resulting from clearing and grubbing shall become the property of the Contractor. These materials can be buried in the proposed ponds.
- 1.3 The disposal of excavated muck or other materials unsuitable for the roadway construction including but not limited to, paving materials excavated in the removal of existing pavements, such as brick, asphalt block, concrete slabs, limerock, sidewalks, curb and gutter, etc., shall be disposed of by the Contractor, costs for such work shall be included in the Contractor's lump sum bid, and shall be in accordance with all Federal, State and local laws, ordinances, regulations and rules.
- 1.4 Excess material may not be placed on any access haul routes without written approval from the applicable landowner and only with concurrence from all applicable regulatory agencies.
- 1.5 Disposal of excess material in storm water management facilities may only be allowed as approved by the Engineer. In no cases, will disposal be allowed in pond TOB and side slope areas.

#### **2. EXCESS SUITABLE (A-3) MATERIAL**

- 2.1 If there is excess suitable material, the excess suitable (A-3 only) material shall remain the property of the Owner and shall be delivered to a designated site within a radius of two (2) miles of source. Cost is to be included in the total lump sum bid.
  - 2.1.1 Contractor shall base his bid on delivery of material only to a stockpile site via on-road trucks.

2.1.2 Preparation of future stockpile site (within 2 mile radius) and handling of material delivered will be by contractor.

**END OF SECTION**

## **SECTION 02190**

### **PROJECT CLEAN-UP**

#### **1. GENERAL**

- 1.1 Upon completion of the work, and before Final Acceptance and Final Payment, the Contractor shall remove from the right-of-way and adjacent property all false work, equipment, surpluses, and discarded materials, rubbish, and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall leave the waterways unobstructed and the roadway in a neat and presentable condition throughout the entire length of the work under contract.
- 1.2 The placing of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal; however, the Contractor will be allowed to temporarily store equipment, surplus materials, usable forms, etc., on a well-kept site owned or leased by him, adjacent to the project, but no discarded equipment or materials, or rubbish shall be placed on such site.
- 1.3 Areas adjacent to the project right-of-way used as a plant site, materials storage area or equipment yard shall, at such time as they are no longer needed by the Contractor for such purposes, be shaped and dressed in close conformity to their original appearance.
- 1.4 Refer to Section 03570 for mowing requirements prior to the Final Inspection and Final Acceptance.
- 1.5 Areas utilized for a burn site, if applicable, shall, at such time as they are no longer needed by the Contractor for such purposes, be shaped and dressed in close conformity to their original appearance. All disturbed areas shall be seeded and mulched (not hydroseeded). All debris shall be removed to the satisfaction of the Engineer and disposed of by the Contractor.

**END OF SECTION**

## SECTION 02200

### TESTING REQUIREMENTS

#### 1. GENERAL

- 1.1 All testing of materials shall be conducted by an independent testing laboratory approved by the Engineer and paid for by the Contractor.
- 1.2 The Contractor is required to perform all tests as required by St. Johns County, FDOT, JEA, all other applicable utility companies and as set forth in these Specifications.
- 1.3 Two copies of test reports shall be transmitted directly from the laboratory to the Engineer and Owner, or as directed. Test reports shall be identified by the project title, Engineer's project number, project location, description of test and location and depth of each on-site test submitted.
- 1.4 The requirements of this section outline the minimum testing standards and frequencies for the Work and may be increased or decreased as directed by the Engineer.

#### 2. REQUIREMENTS

- 2.1 Concrete (Class I) - All concrete mix designs shall be FDOT approved and shall be tested in accordance with the requirements of the FY 2024-25 Standard Specifications for Road and Bridge Construction further described as follows:
  - 2.1.1 Location - Concrete shall be sampled in accordance with FM 1-T 23, on-site during placement. Slump/temperature shall be measured on site. Compressive strength shall be measured in the laboratory.
  - 2.1.2 Standard - Slump shall be determined in accordance with FM 1-T119. Temperature shall be less than 96 degrees Fahrenheit. Compressive strength shall be tested in accordance with FM 1-T22.
  - 2.1.3 Frequency - One set of four cylinders for each day's pour and as directed by the Engineer.
- 2.2 Concrete (Structural) - All concrete shall be tested in accordance with the requirements of the FY 2024-25 Standard Specifications for Road and Bridge Construction.
- 2.3 Stabilized Subgrade - All existing or fill materials for roadway and/or curb and gutter subgrade shall be tested in accordance with the requirements of the FY 2024-

25 Standard Specifications for Road and Bridge Construction, further described as follows:

2.3.1 Location - Density shall be tested in-place within the entire limits of the width and depth of the areas to be stabilized. Location shall be randomly established by the Engineer. LBR shall be pre-qualified in the laboratory.

2.3.2 Standard - Density shall be 98%\* of the maximum density as determined by AASHTO T-180 for roadway subgrade and 98% of the maximum density as determined by AASHTO T-180 for curb and gutter. Density testing shall be by Nuclear Gauge (AASHTO T 238) Drive Cylinder (ASTM D2937), or Sand Cone (ASTM D1566) methods.

Limerock Bearing Ratio (LBR) shall have a minimum bearing value of 40. There will be no under tolerance allowed.

\* If the required densities are achieved at a moisture content exceeding +2% of optimum moisture content, at the Engineer's option, the soil may be proof rolled and visually inspected by the Engineer to determine if it is unyielding and not pumping. Curb and Gutter and Limerock shall not be placed on a yielding subgrade.

2.3.3 Frequency - Density shall be tested once per 200 linear feet of roadway subgrade, 300 linear feet of curb and gutter subgrade and 500 linear feet of shoulder subgrade. LBR shall be tested once per 500' linear feet of roadway.

2.4 Limerock - The limerock base course(s) shall be tested in accordance with the requirements of the FY 2024-25 Standard Specifications for Road and Bridge Construction, further described as follows:

2.4.1 Location - Density and thickness shall be tested in place. Location shall be randomly established by the Engineer. LBR shall be pre-qualified in the laboratory.

2.4.2 Standard -

Density shall be 100% of the maximum density as determined by AASHTO T-180. The minimum density which will be acceptable at any location outside the traveled roadway (such as intersections, crossovers, turnouts, etc.) shall be 98% of such maximum.

If the proposed base course is greater than six (6) inches, thickness for each course shall be a minimum of one-half the full thickness of the proposed base course.

LBR shall be equal to 100 or greater. There will be no under tolerance allowed.

2.4.3 Frequency - Density and thickness shall be tested once per lift per 200 linear feet of roadway LBR frequency shall be tested as directed by the Engineer, or may be pretested at the FDOT approved pit facility. Proctors for maximum density determination shall be performed once per 1,000 linear foot per lift.

2.5 Friction Course (FC-5, 12.5 & FC-9.5) - The friction course of asphalt shall be tested in accordance with the requirements of the FDOT FY 2024-25 Standard Specifications for Road and Bridge Construction, further described as follows:

2.5.1 Location - Thickness and density shall be measured in-place. No density testing is required for FC-5. Plant testing of mix material shall be required and sampled at the plant.

2.5.2 Standard - The thickness tolerance shall be per FDOT FY 2024-25 Standard Specifications.

2.5.3 Frequency - The thickness shall be tested once per 200 linear feet of roadway travel lanes and once per 400 linear feet for paved shoulders. Density frequencies shall be tested in accordance with FDOT 2015 Standard Specifications.

2.6 Superpave - The Superpave course of asphalt shall be tested in accordance with the requirements of the FDOT FY 2024-25 Standard Specifications for Road and Bridge Construction.

2.7 Sidewalk and Driveway Subgrade - The subgrade for driveways and sidewalks shall be tested as follows:

2.7.1 Location - Density shall be tested in-place.

2.7.2 Standard - Density shall be 95% of the maximum density as determined by AASHTO T-180.

2.7.3 Frequency - Density shall be tested once per 400 linear feet of sidewalk and once per each driveway.

### 3. REQUIREMENTS for EMBANKMENT, TRENCH and STRUCTURE BACKFILL (Including Utility Trenches)

3.1 All testing of embankment, trench and structure backfill including, but not limited to, box culverts, stormwater culverts and structures, water mains, force mains and sanitary (gravity) sewer mains and sleeves shall be in accordance with FDOT FY 2024-25 Standard Specifications, further described as follows:

3.1.1 Embankment - Requirements for testing density shall be in accordance with FDOT FY 2024-25 Standard Specifications for Road and Bridge Construction.

3.1.1.1 Location - Density shall be tested in-place

3.1.1.2 Standard - Density shall be 98% of the maximum density as determined by AASHTO T-180

\* If the required densities are achieved at a moisture content exceeding +2% of optimum moisture content, at the Engineer's option, the soil may be proof rolled and visually inspected by the Engineer to determine if it is unyielding and not pumping. Curb and Gutter and Limerock shall not be placed on a yielding subgrade.

3.1.1.3 Frequency - Density shall be tested once per each 6" lift every 500 linear feet (thick lift (12") compaction shall be allowed per FDOT FY 2024-25 Specifications)

3.1.2 Pipe Culverts and Storm Sewers - Requirements for testing density shall be in accordance with FDOT FY 2024-25 Standard Specifications for Road and Bridge Construction, further described as follows:

3.1.3.1 Location - Density shall be tested in-place in conjunction with the dewatering, backfilling and compacting operations.

3.1.3.2 Standard - Density shall be 98% of the maximum density as determined by AASHTO T180.

3.1.3.3 Frequency - Density shall be tested once per 6" lift.

3.1.3 Flexible Pipe (i.e. Watermain, Forcemain, Reuse Main, Gravity Sewer, Sleeves, etc.) - Requirements for testing density outside the 2:1 shall be per **JEA** Standards and all testing for density within the 2:1 shall be as follows:

- 3.1.4.1 Location - Density shall be tested in-place in conjunction with the dewatering, backfilling and compacting operations.
  - 3.1.4.2 Standard - Density shall be 98% of the maximum density as determined by AASHTO T180.
  - 3.1.4.3 Frequency - Density shall be tested once per lift per 300 linear feet (or each day's backfill compaction effort), beginning one (1) foot above the top of pipe. All roadway crossings shall be tested once per crossing.
- 3.1.4 Sleeves – Requirements for testing density shall be per FDOT FY 2024-25 Standard Specifications for Road and Bridge Construction, further described as follows:
- 3.1.5.1 Location - Density shall be tested in-place in conjunction with the dewatering, backfilling and compacting operations.
  - 3.1.5.2 Standard - Density shall be 98% of the maximum density as determined by AASHTO T180.
  - 3.1.5.3 Frequency - Density shall be tested once per lift per 300 linear feet (or each day's backfill compaction effort), with the following exception: All roadway crossings shall be tested once crossing.
- 3.2 Topsoil – Requirements for testing of pH and organics for the topsoil layer shall be as described below:
- 3.2.1 Location - pH and organic sampling shall be testing in-place prior to permanent grassing/sodding/planting operations
  - 3.2.2 Standard - pH shall meet a range of 4.5 or greater and less than or equal to 8.5.  
Organics shall meet a minimum of 2.5% and a maximum of 10%
  - 3.2.3 Frequency - pH and Organics shall be sampled every  $\frac{1}{4}$  mile per roadway side (Right and Left) and median where applicable.

**END OF SECTION**

## **PART V. TECHNICAL SPECIFICATIONS**

If, during review of the Technical Specifications prior to submitting its Proposal, the Contractor identifies any aspect of the Scope of Work that does not meet applicable federal, state or local code minimums, the Contractor shall promptly notify the District and/or the District's Engineer in writing and seek clarification or correction prior to submission of its Proposal. After the contract is awarded, the Contractor is solely responsible for any costs to bring the Work into compliance with all applicable codes and standards, without request for additional payment or adjustment.

## SECTION 03102

### MAINTENANCE OF TRAFFIC

#### 1. GENERAL

- 1.1 Except as may otherwise be specified on the plans or herein, maintenance of traffic shall be in accordance with Section 102 of the Florida Department of Transportation FY 2024-25 Standard Specifications for Road and Bridge Construction, and the Roadway and Traffic Design Standards Index, FY 2024-25 and the Manual of Uniform Traffic Control Devices, 2023 Edition.
- 1.2 The Contractor shall be required to furnish the names and phone numbers of at least two (2) individuals whom may be contacted 24 hours a day in the event of an emergency.
- 1.3 Traffic control devices as required by the maintenance of traffic plan shall be maintained in proper order at all times throughout the duration of the contract.
- 1.4 Improper traffic maintenance shall be grounds to stop construction until the proper devices and/or controls are implemented.

#### 2. TEMPORARY PAVEMENT

- 2.1 When reference is made to temporary pavement, this is to be defined as an asphaltic concrete driving surface. Refer to the Traffic Control General Notes on the plans for the temporary pavement section requirements.
- 2.2 In accomplishing the work required for construction of this project, no limerock or base course material shall remain exposed to traffic for more than twenty-four (24) hours without having an asphalt surface applied. This requirement is applicable to all cuts of existing pavement for any purpose.
- 2.3 Temporary repair (for road cuts) shall be accomplished as identified in the plans, with a minimum compacted thickness of 1", level with the existing pavement surface (a tolerance of plus or minus one-quarter inch (1/4") will be allowed). Compaction shall be accomplished in accordance with the provisions of Paragraph 330-11 (Compacting Mixture, Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction.)
- 2.4 Temporary pavement repair shall conform to the existing profile of the roadway surface so as to provide for drainage and a relatively smooth riding surface under all weather conditions. Repaired surfaces shall be maintained by the Contractor until such time as they are overlaid or replaced by the permanent pavement.

**END OF SECTION**

## **SECTION 03104**

### **PREVENTION, CONTROL, and ABATEMENT OF EROSION and WATER POLLUTION**

#### **1. GENERAL**

- 1.1 At a minimum, erosion protection shall be in accordance with Section 104 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2015 Edition, the notes and details shown on the Contract Drawings and the conditions of the St. Johns River Water Management District Permit
- 1.2 The Contractor shall implement the Sediment and Erosion Control Details, the Stormwater Pollution Prevention Plan for the prevention, control, and abatement of erosion and water pollution during the entire Contract Period to comply with local and State of Florida water quality standards and regulations, and Federal NPDES regulations.

This includes but is not limited to: temporary grassing, silt screens, turbidity barriers, synthetic bales and other such measures which shall prevent the discharge of turbid waters from the construction area and minimize erosion within the limits of construction. Should any erosion occur, the Contractor shall repair eroded areas without delay and shall reimburse the Owner for any fines, fees or penalties which may be imposed by regulatory agencies for failure to maintain proper erosion control and stormwater facilities.

#### **2. SILT FENCE and SYNTHETIC BALES**

- 2.1 Prior to construction and as a minimum standard, the Contractor shall install temporary silt fence and synthetic bales in accordance with the Contract Drawings. The Contractor shall maintain the silt fences, synthetic bales and other erosion control measures until final acceptance of the project.
- 2.2 As a minimum standard, synthetic bales shall be replaced at regular intervals not exceeding three (3) months.
- 2.3 As a minimum standard, silt fences shall be replaced at regular intervals not exceeding twelve (12) months.
- 2.4 Once construction has been completed, a stand of grass has been established and prior to final acceptance, the Contractor shall remove and dispose of the temporary silt fence and synthetic bales in accordance with the Contract Drawings.

#### **3. PRECONSTRUCTION REQUIREMENTS AND REQUIRED DOCUMENTATION**

- 3.1 In addition to the requirements identified in the Sediment and Erosion Control Details and the Stormwater Pollution Prevention Plan, Contractor shall be required to provided qualified personnel who have successfully passed the "Florida

Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors”.

- 3.2 In addition to the requirements identified in the Sediment and Erosion Control Details and the Stormwater Pollution Prevention Plan, Contractor shall be required to submit inspection reports (by personnel qualified per Section 3.1 above) on the “Stormwater Pollution Prevention Plan Construction Inspection Report” (FDOT Form No. 650-040-03) a minimum, of every seven (7) calendar days and within 24 hours of a 0.25 inch rainfall event.
- 3.3 Contractor management personnel, as well as all qualified personnel identified in Section 3.1 above, will be required to attend a pre-construction Contractor Stormwater Training Program and other Contractor Stormwater Training Programs throughout the life of the contract. Engineer shall schedule these training programs after execution of the contract.

**END OF SECTION**

## **SECTION 03110**

### **CLEARING AND GRUBBING**

#### **1. GENERAL**

- 1.1 Clearing and grubbing shall be in accordance with Section 110 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2015 Edition.

#### **2. REQUIREMENTS**

- 2.1 Clearing and grubbing shall include the complete removal and disposal of all timber, brush, stumps, roots, grass, weeds, rubbish and all other obstructions resting on or protruding through the surface of the existing ground or located under the surface of the excavated areas whether or not they are shown on the plans.
- 2.2 Unless otherwise provided, the Work shall also include, but not be limited to, saw cutting, removal and disposal of existing asphalt or concrete pavement, rip rap, and the removal and disposal of drainage pipe culverts, headwalls, endwalls, etc.

#### **3. AREAS COVERED**

- 3.1 Unless otherwise shown on the plans or specified herein, clearing and grubbing shall be done within the following areas:
- 3.1.1 All areas where necessary to accomplish this project as directed by these plans and specifications.
- 3.1.2 All areas where excavation will be done, including borrow pits, lateral ditches, right-of-way ditches, etc.
- 3.1.3 All areas where roadway embankments or roadway base will be constructed.
- 3.1.4 All areas where structures will be constructed, including pipe culverts and other pipe lines.

#### **4. DEPTHS of REMOVAL of ROOTS, STUMPS and OTHER DEBRIS**

- 4.1 In areas where excavation is to be done and where the excavated material is to be used in the construction of roadway embankment or roadway base or pavement, all stumps, roots and other debris shall be removed to a depth of at least one foot below finished grade or the bottom of the base course or roadway embankment finish grade. Removal of unsuitable material shall be in accordance with Section 02050 of these Specifications.

**5. DISPOSAL of PAVING MATERIALS**

- 5.1 Paving materials excavated in the removal of existing pavements, such as paving brick, asphalt block, concrete slab, limerock, sidewalk, curb and gutter, etc., shall be disposed of at the Contractor's expense whether or not they are shown on the plans.

**END OF SECTION**

## **SECTION 03120**

### **EXCAVATION AND EMBANKMENT**

#### **1. GENERAL**

- 1.1 Excavation and embankment shall be in accordance with Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2015 Edition.

#### **2. DISPOSAL**

- 2.1 Sub-Article 120-5.4 Disposal Areas is amended to read as follows:

The disposal of excavated muck other materials unsuitable for the roadway construction and paving materials excavated in the removal of existing pavements, such as brick, asphalt block, concrete slab, limerock, sidewalks, curb and gutter, etc., shall be disposed of by the Contractor at no additional cost to the Owner in accordance with all Federal, State and Local laws, ordinances, regulations and rules.

**END OF SECTION**

## **SECTION 03125**

### **EXCAVATION for STRUCTURES**

#### **1. GENERAL**

- 1.1 Excavation for structures shall be in accordance with Section 125 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

#### **2. FOUNDATION PREPARATION**

- 2.1 The Contractor shall over excavate at least two feet of the clayey soils below manhole bases and one foot below pipeline inverts, if needed, and replace and compact with structural backfill to final bearing elevation. Compacted structural fill should then be placed around and above structures and pipelines to final grade. Compaction shall be in accordance with Section 120 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition.
- 2.2 The Contractor shall maintain a dewatering system to sufficiently lower the water table in these areas at least 2 feet below the proposed depth of excavation. The dewatering system should not be decommissioned until sufficient deadweight exists on the structure to prevent uplift.

**END OF SECTION**

## **SECTION 03160**

### **STABILIZED SUBGRADE**

#### **1. GENERAL**

- 1.1 Stabilization of the roadway subgrade shall be in accordance with Section 160 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2015 Edition.

#### **2. REQUIREMENTS**

- 2.1 The work specified in this section consists of the preparation of the firm and unyielding subgrade having the required bearing value specified in the Contract Drawings and Specifications. It is intended that the desired bearing value be obtained regardless of the quality of the existing soil or materials available on the site.
- 2.2 All roadway subgrade construction in excess of 400 feet in length shall be tested for L.B.R. value.
- 2.3 All proposed stabilized subgrade areas shall be mechanically stabilized by a rotary tiller to provide a homogeneous mixture, regardless of the in-situ bearing characteristics.

**END OF SECTION**

## **SECTION 03162**

### **TOPSOIL**

#### **1. GENERAL**

- 1.1 Topsoil shall be placed in accordance with Section 162 of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2015 Edition.
- 1.2 In accordance with the FDOT Standard Specifications, the overexcavated muck layer (if suitable) removed from the project site shall be used as a supplement and mixed with the existing material in quantities sufficient to achieve the minimum organic level and pH range.
- 1.3 The Contractor is reminded that all muck excavated on the project may not be suitable for use in topsoil construction.
- 1.4 The above referenced specification shall also apply to all sodded areas.

**END OF SECTION**

## **SECTION 03200**

### **LIMEROCK BASE**

#### **1. GENERAL**

- 1.1 The work specified in this section consists of the construction of a base course composed of limerock. It shall be constructed on a prepared subgrade in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2015 Edition, and in conformity with the lines, grades, notes and typical sections shown in the plans.

#### **2. TRANSPORTING LIMEROCK**

- 2.1 The limerock shall be transported to the point where it is to be used, over rock previously placed where practical and dumped on the end of the preceding spread. Hauling over previously prepared subgrade will not be permitted.

**END OF SECTION**

## **SECTION 03300**

### **PRIME and TACK COATS for BASE COURSES**

#### **1. GENERAL**

- 1.1 The application of prime and tack coats shall be in accordance with Section 300 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2015 Edition.

#### **2. DESCRIPTION**

- 2.1 The work specified in this section consists of the application of bituminous prime coats on previously prepared bases and the application of bituminous tack coats on previously prepared asphalt bases, on existing pavement surfaces and between lifts of an asphaltic base course. All such work shall be accomplished in accordance with these Specifications and in conformity with the lines, dimensions and notes shown in the plans.

#### **3. TACK COATS REQUIRED**

- 3.1 Tack coats will be required on the following surfaces:
- 3.1.1 Between successive surface courses
  - 3.1.2 Between successive leveling courses
  - 3.1.3 Between the leveling and surface courses
  - 3.1.4 On old pavements to be patched, leveled or resurfaced.

**END OF SECTION**

## **SECTION 03331**

### **TYPE SP-9.5, SP-12.5 & FC-9.5 ASPHALTIC CONCRETE**

#### **1. GENERAL**

- 1.1 Construction of the SP-9.5 & SP-12.5 asphaltic concrete structural course shall be in accordance with Sections 330 and 334 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2015 Edition.
- 1.2 Construction of the FC-9.5 asphaltic concrete surface course shall be in accordance with Sections 330 and 337 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2015 Edition.
- 1.3 All such work shall be accomplished in accordance with these Specifications and in conformity with the lines, dimensions, grades and notes shown on the Contract Drawings.
- 1.4 In addition to the requirements contained in the FDOT Standard Specifications, Contractor shall provide the following:
  - (1) Attend a specific Pre-Paving conference prior to any permanent paving operations.
  - (2) Submit all pavement mix designs and Quality Control Plans to the Engineer for approval.
  - (3) Notify the Engineer forty-eight (48) hours prior to any paving operations.
  - (4) Provide a certified Level II Quality Control technician at the asphalt plant and at the roadway during the paving operations.
- 1.5 With reference to acceptance, no partial payment for asphalt will be allowed.

**END OF SECTION**

## SECTION 03346

### PORTLAND CEMENT CONCRETE

#### 1. GENERAL

1.1 In addition to the requirements of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2015 Edition. Contractor shall provide the following:

- (1) Submit concrete producer Level I and contractor Level II Quality Control Plans to the Engineer for approval.
- (2) Submit all concrete mix designs to the Engineer for approval prior to commencing any concrete placements.
- (3) Follow the requirements of the FDOT *Standard Operation Procedures for Quality Control of Concrete*.
- (4) Notify the Engineer forty-eight (48) hours prior to the placement of concrete.
- (5) Provide concrete from an FDOT approved source.

**END OF SECTION**

## **SECTION 03425**

### **DRAINAGE STRUCTURES**

#### **1. GENERAL**

- 1.1 Except as may otherwise be specified on the plans or herein, all drainage structures shall be in accordance with Section 425 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2015 Edition, and the FDOT Design Standards, 2015 Edition.

#### **2. SUBMITTALS**

- 2.1 The Contractor shall be required to submit shop drawings for all drainage structures prior to fabrication as required by the Contract Documents.

**END OF SECTION**

## **SECTION 03430**

### **PIPE CULVERTS & STORM SEWERS**

#### **1. GENERAL**

- 1.1 All pipe referenced in the plans shall be reinforced concrete pipe (RCP), elliptical reinforced concrete pipe (ERCP) unless specifically noted otherwise and shall be in accordance with Section 430 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2015 Edition, and the FDOT Design Standards, 2015 Edition.
- 1.2 Standard concrete pipe shall meet the design requirements of Class III Wall B of ASTM C76. The process of manufacture and the details of the pipe design including the strength of the concrete, will be inspected or checked at the Engineer's option.

#### **2. FILTER FABRIC JACKET**

- 2.1 All pipe joints (round and elliptical) shall be wrapped with woven or non-woven filter fabric. Cost of filter fabric is to be included in the cost of the pipe culvert. See FDOT Standard Index 280 for details.

#### **3. STORM SEWER TELEVISIONING**

- 3.1 All drainage pipes installed within roadway right-of-way/easements (public or private) shall be televised by a company or individual certified to perform such work per LDC 6.04.07.L.5.g. This televising of the drainage line shall be done in color and shall be of such quality as to visually identify the proper construction of all joints and pipe alignment. A video tape shall be provided to St. Johns County upon completion. The televising of the drainage lines shall be performed after the placement of the base material and prior to the final wearing surface of the roadway. The approval, by St. Johns County, of the televising shall be required prior to the placement of the final wearing surface of the roadway. The televised record shall be reviewed and certified by the Engineer of Record (EOR).

**END OF SECTION**

## **SECTION 03570**

### **GRASSING**

#### **1. GENERAL**

- 1.1 Grassing, fertilizing, and mulching shall be in accordance with Section 570 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2015 Edition.
- 1.2 The work specified in this Section consists of the establishing of a stand of grass on slopes, shoulders, and other areas as called for in the plans.

#### **2. REQUIREMENTS**

- 2.1 Fertilizing and mulching shall not be allowed when wind velocity exceeds 15 mph.
- 2.2 Grassed areas shall be rolled.
- 2.3 Grassing will be by bahia seed only, unless otherwise approved by the Engineer. No millet seed will be allowed.
- 2.4 Hydroseeding will not be allowed as a means of permanent grassing. Only seed and mulch application will be allowed.

#### **3. MOWING**

- 3.1 Contractor shall mow and maintain project limits, once every 6 weeks.
- 3.2 Contractor shall mow the entire project site seven (7) days prior to Final Inspection and, at the discretion of the Owner, one final time prior to Final Acceptance. The above referenced costs shall be included in the Contractor's lump sum bid.

**END OF SECTION**

## SECTION 03575

### SODDING

#### 1. GENERAL

Sodding shall be provided in the areas designated by the typical sections of the Contract Drawings and in all areas damaged by construction activity.

#### 2. MATERIALS

##### 2.1 New Topsoil

2.1.1 Provide topsoil which is fertile, friable, naturally loamy, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter and free of roots, stumps, stones larger than 2" in any dimension, and other extraneous or toxic matter harmful to plant growth.

2.1.2 Obtain topsoil from local sources or from areas having similar soil characteristics to that found at site of work. Obtain topsoil from naturally well-drained sites where topsoil occurs in depth of not less than 4"; do not obtain from bogs or marshes.

2.2 Fertilizer: Provide in accordance with Section 982 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition.

##### 2.3 Grass Materials

2.3.1 Sod: Provide machine cut, strongly-rooted, certified turfgrass sod, not less than 2 years old and free of weeds and undesirable native grasses. Provide sod capable of vigorous growth and development when planted (viable, not dormant).

2.3.2 Sod Pad Size: Uniform thickness of 5/8", plus or minus 1/4", measured at time of cutting and excluding top growth and thatch. Provide in suppliers standard size of uniform length and width with maximum allowable deviation of plus or minus 1/2" in width and plus or minus 5% in length. Broken or torn pads or pads with uneven ends are not acceptable.

2.3.3 Sod Strength: Provide sod pads capable of supporting their own weight and retaining size and shape when supplier's standard size pad is suspended vertically from a firm grasp on upper 10% of the pad.

2.3.4 WATER: Provide in accordance with Section 983 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 Edition.

### **3. EXECUTION**

- 3.1 **PREPARATION OF GROUND:** The areas over which the sod is to be placed shall be scarified or loosened to suitable depth. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may, at his discretion, authorize the elimination of the ground preparation.
- 3.2 **FERTILIZING:** The operations of fertilizing shall be in accordance with Sections 570-3.1 and 570-3.7 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition.
- 3.3 **PLACING SOD:** Whenever a suitable length of roadway has been graded and is ready for sodding the Contractor shall, when directed by the Engineer, proceed at once with the sodding of the available areas. Sodding shall be incorporated into the project at the earliest practical time in the life of the contract. No sod which has been cut for more than 72 hours shall be used unless specifically authorized by the Engineer after his careful inspection thereof. Any sod which is not planted within 24 hours after cutting shall be stacked in an approved manner and maintained properly moistened.

Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches, the setting of the pieces shall be staggered such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas the offsets of individual strips shall not exceed 6". In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slope, the Engineer may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals.

Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work.

- 3.4 **WATERING:** The areas on which the sod is to be placed shall contain sufficient moisture, as determined by the Engineer, for optimum results after being placed. The sod shall be kept in a moist condition for the duration of the contract period (and in no case less than 2 weeks). The moistened condition shall extend to at least to the full depth of the rooting zone. Water shall not be applied, however, when there is danger of a freezing condition.

3.5 MAINTENANCE: The requirements for maintenance as specified in Section 570-4 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition, shall apply to this work.

**END OF SECTION**

## **SECTION 03840**

### **REMOVAL and/or ABANDONMENT of UTILITIES**

#### **1. GENERAL**

- 1.1 The removal and/or abandonment of utilities shall consist of the removal, plugging, sealing and grout filling of abandoned water, sewer or reuse mains and the orderly demolition, removal and salvaging of existing structures, piping, valves, fittings, appurtenances, and other equipment as shown on the Contract Drawings and in accordance with these specifications.
- 1.2 Where so indicated on the plans, any structure or main shown to be removed may be abandoned and left in place subject to the requirements of these Specifications.
- 1.3 Existing water, sewer and reuse mains, gravity sewer lines and utility structures shall be classified as abandoned, when the existing utility is no longer functional within the Utility System and all service connections have been transferred to a new operating utility.

#### **2. REMOVAL OF EXISTING MAINS and SEWER LINES**

- 2.1 The removal of existing mains shall mean the complete removal and disposal of the existing main and related appurtenances. All materials being removed shall become the property of the Contractor unless otherwise directed by the Engineer.

#### **3. REMOVAL OF UTILITY STRUCTURES**

- 3.1 The removal of utility structures shall mean the complete removal and disposal of the structures and piping to a point (3) feet below finished grade. All materials being removed shall become the property of the Contractor unless otherwise directed by the Engineer.
- 3.2 The remaining portion of structures below a point three (3) feet below finished grade shall be filled with a good grade of Class A-3 sand and compacted to 98% of the maximum density (Modified Proctor T-180).

#### **4. ABANDONMENT of WATER, SEWER and REUSE MAINS**

- 4.1 All abandoned mains shall be sealed by one of the three following methods:
  - 4.1.1 Class "C" Concrete - extending a minimum of twelve (12) inches into the main.
  - 4.1.2 Approved Grout Mix - extending a minimum of twelve (12) inches into the main.
  - 4.1.3 Brick and Mortar - extending a minimum of eight (8) inches into the main.

4.2 All abandoned mains left in-place underneath paved areas must be a minimum three (3) feet below finished grade (proposed or existing) and shall be grouted full.

4.2.1 Mains to be grouted full shall be filled by pumping a grout mixture into the main with an approved grout pump. The mains shall be completely filled, leaving no voids or air spaces. The Contractor shall clean the line of all sand and debris prior to grout filling.

4.2.2 Grout shall consist of at least fifteen percent (15%) portland cement by volume and shall be mixed to a consistency suitable for pumping. Sand used in the mixture shall be composed only of hard, strong, durable, uncoated grains of quartz and shall be reasonably free from extraneous substances.

## **5. ABANDONMENT OF SEWER LINES**

5.1 All abandoned sewer lines shall be sealed at each end and at every break in the line. Seals for all pipe sizes shall be of Class "C" concrete or concrete grout and rubble and shall extend into the sewer for at least twelve (12) inches.

5.2 All abandoned sewer lines left in-place underneath paved areas must be a minimum three (3) feet below finished grade (proposed or existing) and shall be grouted full.

5.2.1 Sewer lines to be grouted full shall be filled by pumping a grout mixture into the main with an approved grout pump. The sewer lines shall be grouted full by pumping the mixture into the pipeline from the downstream or low end of the line. The mains shall be completely filled, leaving no voids or air spaces. The Contractor shall clean the line of all sand and debris prior to grout filling.

5.2.2 Grout shall consist of at least fifteen percent (15%) portland cement by volume and shall be mixed to a consistency suitable for pumping. Sand used in the mixture shall be composed only of hard, strong, durable, uncoated grains of quartz and shall be reasonably free from extraneous substances.

## **6. ABANDONMENT of UTILITY STRUCTURES**

6.1 Abandonment of utility structures shall include the sealing of any and all pipes leading in and out of the structures to be abandoned. The sealing shall be compacted by placing Class "C" concrete or brick rubble and mortar for a distance of not less than twelve (12) inches in the end of the pipe, forming a solid waterproof plug completely bonded to the pipe.

6.2 Structures shall be knocked down to not less than 36 inches from the proposed finish grade and the remaining portion of the structure shall be filled with a Class A-3 sand and compacted to 98% of the maximum density (Standard Proctor).

6.3 Sewer forcemains shall be protected until finished work is complete.

**7. PREPARATION BEFORE TIE-INS AND INTERCONNECTIONS**

7.1 The Contractor shall have all fittings and pipe necessary to complete the interconnections between existing sewer mains and the tie-ins between proposed sewer mains, at the site in readiness, prior to beginning aforementioned interconnections.

**8. CONNECTION OF SEWER MAINS/PUMP STATION SHUT DOWN**

8.1 The Contractor will perform all work necessary to make connections and ties to existing sewer mains when installing sewer mains as shown on the drawings and in accordance with specifications and Contract Drawings.

8.2 In order to have sewage pump stations shut down for sewer force main connections, the Contractor shall notify the Engineer a minimum of seven (7) days prior to the planned connection. The Engineer shall in turn contact the Utility Company for coordination of pump station shutdown, operation of valves, etc.

8.3 It is important to keep sewer service down time to an absolute minimum therefore, the new pipe shall be in place and pressure testing shall be complete before connections are made. Down time work shall be scheduled between 9:00 AM and 4:00PM and 1:00 AM and 5:00 AM. The Contractor shall maintain uninterrupted sewer service of mains and trunks at all times. The manner in which this is accomplished shall be left to the discretion of the Contractor, with the approval of the Engineer, subject to the requirements of these Specifications. The Contractor shall provide adequate pumping equipment, conduits, etc. to assure complete bypassing sewage around the section of construction.

8.4 A plastic lined pit must be constructed for catching spillage from the sewer force mains being disconnected. The pit or pits must be of sufficient size to hold all spillage as no (none) contamination of the construction area is allowed by permitting agencies. The Contents of the plastic lined pit must be pumped to a truck and hauled off site or to a destination coordinated with the Utility Company.

8.5 The plastic liner shall then be rolled up and disposed of at an approved landfill site. The pit shall be backfilled and fully compacted to 98% maximum density as determined by the Modified Proctor Test. Cost of disposal shall be paid by the Contractor.

**END OF SECTION**

**GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS D**

This instrument was prepared by and  
upon recording should be returned to:

Kate V. John, Esq.  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301

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**NOTICE OF BOUNDARY AMENDMENT OF THE  
GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that on March 3, 2026, the Board of County Commissioners of St. Johns County, Florida ("**County**") adopted Ordinance No. 2026-5, effective March 4, 2026, amending the boundaries of the Greenbriar Community Development District ("**District**"). The legal description of the lands encompassed within the District, after amendment, is attached hereto as **Exhibit A**. The District was established by County Ordinance No. 2024-1, effective on January 18, 2024. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, *Florida Statutes*, or by contacting the District's registered agent as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*.

**THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Notice has been executed on this 9th day of March 2026, and recorded in the Official Records of St. Johns County, Florida.

Kate V. John

Kate V. John, District Counsel  
Kutak Rock LLP

Skylar Watkins

Witness

Skylar Watkins

Print Name

107 W. College Avenue  
Tallahassee, Florida 32301

Alexxis Weiland-Sorenson

Witness

Alexxis Weiland-Sorenson

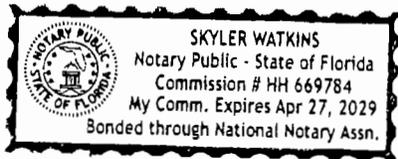
Print Name

107 W. College Avenue  
Tallahassee, Florida 32301

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9th day of March 2026, by Kate V. John, as District Counsel to the Greenbriar Community Development District, for and on behalf of the District, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Skylar Watkins

Notary Public, State of Florida

Print Name: Skylar Watkins

Commission No.: HH 669784 Expires: 4/27/2029

**EXHIBIT A: LEGAL DESCRIPTION, AS AMENDED**

SURVEYING &amp; MAPPING

14775 Ocala Avenue Road, Jacksonville, Florida 32216  
904.642.4500January 9, 2026  
Page 1 of 6Work Order No. 24-501.11  
File No. 131A-04.11 A**Pinewalk Remainder**

A parcel of land, consisting of a portion of Sections 10, 15, 16, 21, and 22, 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", a variable width public 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, 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°49'19" West, a distance of 1,202.64 feet, to a point;  
 Course No. 2: run thence, North 65°00'16" East, a distance of 436.09 feet, to a point;  
 Course No. 3: run thence, North 00°46'58" West, a distance of 324.92 feet, to a point;  
 Course No. 4: run thence, North 41°48'14" West, a distance of 137.17 feet, to a point;  
 Course No. 5: run thence, North 83°40'53" West, a distance of 443.21 feet, to a point;  
 Course No. 6: run thence, North 65°40'31" West, a distance of 108.53 feet, to a point;  
 Course No. 7: run thence, North 41°05'25" West, a distance of 81.35 feet, to a point;  
 Course No. 8: run thence, North 04°53'24" West, a distance of 71.81 feet, to a point;  
 Course No. 9: run thence, North 15°31'00" East, a distance of 471.90 feet, to a point;  
 Course No. 10: run thence, North 20°09'38" East, a distance of 918.63 feet, to a point;  
 Course No. 11: run thence, North 63°50'17" West, along the aforesaid boundary of Mill Creek Forest, Phases 2 and 3, as shown on the plat thereof, as recorded in Map Book 112, Pages 86 through 93, of the Public Records of said St. Johns County, Florida, and then along the Westerly prolongation thereof (said prolongation also being the Northerly line of Mill Creek Forest Phase 4, as shown on the plat thereof, as record in Map Book 124, Pages 32 through 36, of the Public Records of said St. Johns County, Florida, a distance of 1,897.46 feet, to a point; run thence, North 66°22'43" West, a distance of 77.38 feet, to a point lying on the Easterly line of Oxford Estates – Phase Six A, as shown on the plat thereof, as record in Map Book 103, Pages 90 through 93, of the Public Records of said St. Johns County, Florida; run thence, along the Easterly and then Northerly boundary of last said lands, the following three (3) courses and distances: Course No. 1. run thence, North 03°07'38" West, a distance of 404.85 feet, to a point; Course No. 2. run thence, North 17°32'06" West, a distance of 59.51 feet, to a point; Course No. 3: run thence, North 56°36'32"

Jacksonville | Orlando | Ormond Beach

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**Pinewalk Remainder (continued)**

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 & Six-B"; as shown on the plat thereof, recorded in Map Book 99, Pages 63 through 67, of said public records; run thence, along the Northeasterly boundary of last said lands, the following Six (6) courses and distances:

Course No. 1: run thence, North 59°47'38" West, a distance of 860.76 feet, to a point;

Course No. 2: run thence, North 43°21'40" West, a distance of 107.93 feet, to a point;

Course No. 3: run thence, North 36°38'28" West, a distance of 174.42 feet, to a point;

Course No. 4: run thence, North 32°41'40" West, a distance of 227.41 feet, to a point;

Course No. 5: run thence, North 22°06'50" West, a distance of 127.04 feet, to a point;

Course No. 6: run thence, North 31°33'40" West, a distance of 74.21 feet, to a point, being the most Southeasterly corner of those lands described and recorded in that Corrective Special Warranty Deed between Helow Properties, Ltd. to Oxford Estates, LLC as recorded in Official Records Book 5157, Page 19, of the Public Records of said St. Johns County, Florida; run thence, along the Southerly and then Easterly boundary of said lands recorded in Official Records Book 5157, Page 19, of the Public Records of St. Johns County, Florida, the following five (5) courses and distances:

Course No. 1: run thence, North 75°12'31" East, a distance of 156.65 feet, to a point;

Course No. 2: run thence, North 32°16'30" West, a distance of 84.41 feet, to a point;

Course No. 3: run thence, North 21°06'58" East, a distance of 546.30 feet, to a point;

Course No. 4: run thence, North 55°07'12" West, a distance of 1,400.00 feet, to a point;

Course No. 5: run thence, South 89°27'47" West, a distance of 549.87 feet to a point on the Easterly right-of-way line of "County Road 244 West, (also known as Longleaf Pine Parkway), as shown on the plat thereof, as recorded in Map Book 59, Pages 51 through 56, of the Public Records of said St. Johns County, Florida; run thence along the Easterly right-of-way line of said County Road 244 West, (Longleaf Pine Parkway), the following two (2) courses and distances:

Course No. 1: run thence, North 02°39'29" West, along last said line, a distance of 870.84 feet, to a point of curvature, of a curve leading Northeasterly;

Course No. 2: run thence Northeasterly, along and around the arc of a curve, being concave Easterly, and having a radius of 965.00 feet, through a central angle of 31°02'19" to the right, an arc distance of 522.77 feet, to a point on the South line of those lands described and recorded in that Warranty Deed, from Helow Properties, Ltd. to Jacksonville Electric Authority, as recorded in Official Records Book 895, Page 1414, of the Public Records of said St. Johns County, Florida, said arc being subtended by a chord bearing and distance of North 12°51'41" East, 516.40 feet; run thence North 89°28'43" East, along the South line of said lands described and recorded in Official Records Book 895, Page 1414, of said Public Records of St. Johns County, Florida, a distance of 1,027.62 feet, to the Southeast corner of aforesaid lands; run thence North 00°31'17" West, along the East line of said lands described and recorded in Official Records Book 895, Page 1414, of the Public Records of said St. Johns County, Florida, a distance of 50.00 feet, to a point on the North line of said Section 16, Township 5 South, Range 27 East; run thence North 89°28'43" East, along the North line of said Section 16, (and also being the South line of Section 9, Township 5 South, Range 27 East, and also being the Southerly line of the plat of "Aberdeen (D.R.) Horton) Phase I", as shown on the plat thereof, recorded in Map Book 60, Pages 58 through 78, of the Public Records of St.

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**Pinewalk Remainder (continued)**

Johns County, Florida, and then along the South line of the "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 along the South line of "Aberdeen (D.R. Horton) - Phase 3", as shown on the plat thereof, recorded in Map Book 88, Pages 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 said "Aberdeen (D.R. Horton Phase 3)", as shown on the plat thereof, recorded in Map Book 88, Pages 79 through 86, of the Public Records of said St. Johns County, Florida; run thence North 02°41'05" West, along the East line of said Section 9, (and also being the West line of Section 10) and also being the East line of "Aberdeen (D.R. Horton Phase 3)", as shown on the plat thereof, recorded in Map Book 88, Pages 79 through 86, of the Public Records of said St. Johns County, Florida, a distance of 726.14 feet, to a point on the South line of that 130 foot JEA (Jacksonville Electric Authority) Easement, as per Official Records Book 878, Page 1152, of the Public Records of St. Johns County, Florida; run thence South 87°48'09" East, along the aforesaid South line of aforesaid 130 foot JEA Easement, a distance of 1,496.44 feet, to a point, on a Northerly prolongation of the Westerly line of those lands described and recorded in that Quit Claim Deed from United Water Florida, LLC to JEA (formerly known as Jacksonville Electric Authority) as per that instrument recorded in Official Records Book 1720, Page 876, of the Public Records of said St. Johns County, Florida; run thence, South 11°00'23" West along the aforesaid Northerly prolongation, and then along the Westerly line of said lands, a distance of 365.50 feet, to a point on the aforesaid Westerly line of those lands described and recorded in that Quit Claim Deed from United Water Florida, LLC to JEA (formerly known as Jacksonville Electric Authority) as per that instrument recorded in Official Records Book 1720, Page 876, of the Public Records of said St. Johns County, Florida; run thence, along said Westerly line of said lands described and recorded in Official Records Book 1720, Page 876, of the Public Records of said St. Johns County, Florida, the following ninety-eight (98) courses and distances:

Course No. 1: run thence, South 07°20'37" West, a distance of 46.17 feet, to a point;  
Course No. 2: run thence, South 28°20'02" East, a distance of 224.30 feet, to a point;  
Course No. 3: run thence, South 29°09'50" East, a distance of 147.89 feet, to a point;  
Course No. 4: run thence, South 82°18'24" East, a distance of 165.50 feet, to a point;  
Course No. 5: run thence, South 30°04'45" East, a distance of 214.69 feet, to a point;  
Course No. 6: run thence, South 12°44'42" East, a distance of 39.78 feet, to a point;  
Course No. 7: run thence, South 64°14'54" East, a distance of 109.44 feet, to a point;  
Course No. 8: run thence, South 66°03'41" East, a distance of 182.24 feet, to a point;  
Course No. 9: run thence, South 39°42'21" East, a distance of 120.67 feet, to a point;  
Course No. 10: run thence, South 33°34'18" East, a distance of 226.32 feet, to a point;  
Course No. 11: run thence, South 27°25'30" East, a distance of 132.38 feet, to a point;  
Course No. 12: run thence, South 08°33'24" East, a distance of 98.37 feet, to a point;  
Course No. 13: run thence, South 44°41'47" East, a distance of 174.78 feet, to a point;  
Course No. 14: run thence, South 21°27'50" East, a distance of 233.47 feet, to a point;

ETM SURVEYING & MAPPING

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**Pinwalk Remainder (continued)**

Course No. 15: run thence, South 14°38'52" East, a distance of 121.21 feet, to a point;  
 Course No. 16: run thence, South 42°09'06" East, a distance of 113.10 feet, to a point;  
 Course No. 17: run thence, South 27°01'20" East, a distance of 182.08 feet, to a point;  
 Course No. 18: run thence, South 10°25'12" East, a distance of 146.24 feet, to a point;  
 Course No. 19: run thence, South 33°01'01" East, a distance of 107.35 feet, to a point;  
 Course No. 20: run thence, South 11°43'23" East, a distance of 77.88 feet, to a point;  
 Course No. 21: run thence, South 64°46'50" West, a distance of 77.00 feet, to a point;  
 Course No. 22: run thence, South 07°42'37" East, a distance of 62.62 feet, to a point;  
 Course No. 23: run thence, South 16°01'39" East, a distance of 58.31 feet, to a point;  
 Course No. 24: run thence, South 86°35'47" East, a distance of 57.03 feet, to a point;  
 Course No. 25: run thence, South 55°14'43" East, a distance of 43.81 feet, to a point;  
 Course No. 26: run thence, South 35°07'06" East, a distance of 51.42 feet, to a point;  
 Course No. 27: run thence, South 42°27'13" East, a distance of 49.23 feet, to a point;  
 Course No. 28: run thence, South 46°32'27" East, a distance of 48.92 feet, to a point;  
 Course No. 29: run thence, South 44°55'17" East, a distance of 65.28 feet, to a point;  
 Course No. 30: run thence, South 80°00'59" East, a distance of 50.86 feet, to a point;  
 Course No. 31: run thence, South 89°10'35" East, a distance of 63.09 feet, to a point;  
 Course No. 32: run thence, South 15°12'01" East, a distance of 52.52 feet, to a point;  
 Course No. 33: run thence, South 18°27'04" West, a distance of 74.43 feet, to a point;  
 Course No. 34: run thence, South 44°33'50" East, a distance of 47.33 feet, to a point;  
 Course No. 35: run thence, South 08°28'17" East, a distance of 36.56 feet, to a point;  
 Course No. 36: run thence, South 39°21'19" West, a distance of 36.19 feet, to a point;  
 Course No. 37: run thence, South 21°07'08" East, a distance of 51.96 feet, to a point;  
 Course No. 38: run thence, South 60°42'19" East, a distance of 54.34 feet, to a point;  
 Course No. 39: run thence, North 65°00'29" East, a distance of 68.12 feet, to a point;  
 Course No. 40: run thence, South 84°58'35" East, a distance of 47.31 feet, to a point;  
 Course No. 41: run thence, South 29°10'50" East, a distance of 43.47 feet, to a point;  
 Course No. 42: run thence, South 38°58'47" West, a distance of 60.42 feet, to a point;  
 Course No. 43: run thence, South 13°50'25" West, a distance of 42.85 feet, to a point;  
 Course No. 44: run thence, South 39°29'10" East, a distance of 58.15 feet, to a point;  
 Course No. 45: run thence, South 65°20'21" East, a distance of 57.12 feet, to a point;  
 Course No. 46: run thence, South 81°56'19" East, a distance of 53.75 feet, to a point;  
 Course No. 47: run thence, South 50°32'58" East, a distance of 61.40 feet, to a point;  
 Course No. 48: run thence, South 06°28'47" East, a distance of 52.80 feet, to a point;  
 Course No. 49: run thence, South 58°16'49" West, a distance of 39.69 feet, to a point;  
 Course No. 50: run thence, South 31°31'33" East, a distance of 55.87 feet, to a point;  
 Course No. 51: run thence, South 53°45'12" West, a distance of 52.95 feet, to a point;  
 Course No. 52: run thence, South 01°46'53" East, a distance of 123.80 feet, to a point;  
 Course No. 53: run thence, South 06°04'25" East, a distance of 72.90 feet, to a point;  
 Course No. 54: run thence, South 31°16'18" East, a distance of 271.06 feet, to a point;  
 Course No. 55: run thence, South 23°47'46" East, a distance of 61.04 feet, to a point;

ETM SURVEYING & MAPPING

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**Pinewalk Remainder (continued)**

Course No. 56: run thence, South 28°04'38" West, a distance of 96.04 feet, to a point;  
 Course No. 57: run thence, South 11°24'23" West, a distance of 98.50 feet, to a point;  
 Course No. 58: run thence, South 24°22'54" West, a distance of 119.42 feet, to a point;  
 Course No. 59: run thence, South 43°03'00" West, a distance of 84.42 feet, to a point;  
 Course No. 60: run thence, South 10°51'25" East, a distance of 217.94 feet, to a point;  
 Course No. 61: run thence, South 72°23'36" East, a distance of 147.07 feet, to a point;  
 Course No. 62: run thence, South 65°23'17" East, a distance of 70.35 feet, to a point;  
 Course No. 63: run thence, South 22°18'50" East, a distance of 112.70 feet, to a point;  
 Course No. 64: run thence, South 40°54'29" East, a distance of 241.53 feet, to a point;  
 Course No. 65: run thence, South 15°51'48" East, a distance of 152.32 feet, to a point;  
 Course No. 66: run thence, South 11°52'57" West, a distance of 93.37 feet, to a point;  
 Course No. 67: run thence, South 41°21'03" East, a distance of 296.62 feet, to a point;  
 Course No. 68: run thence, South 87°11'55" East, a distance of 77.82 feet, to a point;  
 Course No. 69: run thence, South 46°52'16" East, a distance of 61.04 feet, to a point;  
 Course No. 70: run thence, South 57°55'20" West, a distance of 34.40 feet, to a point;  
 Course No. 71: run thence, South 48°36'29" West, a distance of 37.67 feet, to a point;  
 Course No. 72: run thence, South 19°12'01" West, a distance of 54.56 feet, to a point;  
 Course No. 73: run thence, South 07°26'35" West, a distance of 31.27 feet, to a point;  
 Course No. 74: run thence, South 64°45'06" East, a distance of 86.44 feet, to a point;  
 Course No. 75: run thence, South 06°40'34" West, a distance of 157.21 feet, to a point;  
 Course No. 76: run thence, North 65°36'31" East, a distance of 31.60 feet, to a point;  
 Course No. 77: run thence, South 72°21'16" East, a distance of 78.88 feet, to a point;  
 Course No. 78: run thence, North 68°43'36" East, a distance of 85.34 feet, to a point;  
 Course No. 79: run thence, North 70°15'54" East, a distance of 69.71 feet, to a point;  
 Course No. 80: run thence, North 80°51'42" East, a distance of 103.53 feet, to a point;  
 Course No. 81: run thence, South 68°04'08" East, a distance of 85.72 feet, to a point;  
 Course No. 82: run thence, South 11°50'31" West, a distance of 50.88 feet, to a point;  
 Course No. 83: run thence, South 39°05'40" West, a distance of 56.96 feet, to a point;  
 Course No. 84: run thence, South 08°20'15" West, a distance of 52.12 feet, to a point;  
 Course No. 85: run thence, South 21°57'27" East, a distance of 60.60 feet, to a point;  
 Course No. 86: run thence, South 28°56'13" East, a distance of 60.17 feet, to a point;  
 Course No. 87: run thence, North 74°16'54" East, a distance of 77.08 feet, to a point;  
 Course No. 88: run thence, North 30°06'09" East, a distance of 133.79 feet, to a point;  
 Course No. 89: run thence, South 76°17'10" East, a distance of 78.08 feet, to a point;  
 Course No. 90: run thence, South 27°21'36" East, a distance of 64.43 feet, to a point;  
 Course No. 91: run thence, South 51°09'04" East, a distance of 80.47 feet, to a point;  
 Course No. 92: run thence, South 65°04'55" East, a distance of 77.67 feet, to a point;  
 Course No. 93: run thence, South 69°55'43" East, a distance of 80.58 feet, to a point;  
 Course No. 94: run thence, South 48°12'30" East, a distance of 69.24 feet, to a point;  
 Course No. 95: run thence, South 57°06'39" East, a distance of 101.06 feet, to a point;  
 Course No. 96: run thence, South 51°32'08" East, a distance of 121.75 feet, to a point;

FTM SURVEYING & MAPPING

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Work Order No. 24-501.11  
File No. 131A-04.11A

**Pinwalk Remainder (continued)**

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, 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.

Containing 1248 acres, more or less.

# **GREENBRIAR**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**GREENBRIAR  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JANUARY 31, 2026**

**GREENBRIAR  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JANUARY 31, 2026**

	General Fund	Debt Service Fund Series 2025	Capital Projects Fund Series 2025	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 5,226	\$ -	\$ -	\$ 5,226
Investments				
Revenue	-	11,042	-	11,042
Reserve	-	822,936	-	822,936
Construction	-	-	141,709	141,709
Due from Landowner	35,309	-	1,579,057	1,614,366
Total assets	<u>\$ 40,535</u>	<u>\$ 833,978</u>	<u>\$ 1,720,766</u>	<u>\$ 2,595,279</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 29,438	\$ -	\$ -	\$ 29,438
Contracts payable	-	-	1,720,766	1,720,766
Retainage payable	-	-	635,897	635,897
Due to Landowner	-	18,991	360,602	379,593
Legal advertising advance	4,744	-	-	4,744
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>40,182</u>	<u>18,991</u>	<u>2,717,265</u>	<u>2,776,438</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	35,309	-	1,579,057	1,614,366
Total deferred inflows of resources	<u>35,309</u>	<u>-</u>	<u>1,579,057</u>	<u>1,614,366</u>
Fund balances:				
Restricted for:				
Debt service	-	814,987	-	814,987
Capital projects	-	-	(2,575,556)	(2,575,556)
Unassigned	(34,956)	-	-	(34,956)
Total fund balances	<u>(34,956)</u>	<u>814,987</u>	<u>(2,575,556)</u>	<u>(1,795,525)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 40,535</u>	<u>\$ 833,978</u>	<u>\$ 1,720,766</u>	<u>\$ 2,595,279</u>

**GREENBRIAR  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED JANUARY 31, 2026**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 18,312	\$ 22,712	\$ 103,740	22%
Total revenues	<u>18,312</u>	<u>22,712</u>	<u>103,740</u>	22%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisor	-	646	-	N/A
Management/accounting/recording**	4,000	16,000	48,000	33%
Legal	3,118	12,538	25,000	50%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	167	667	2,000	33%
Trustee*	-	-	5,500	0%
Telephone	17	67	200	34%
Postage	-	-	500	0%
Printing & binding	42	166	500	33%
Legal advertising	78	340	1,750	19%
Meeting room rental	-	-	2,000	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,565	6,200	90%
Contingencies/bank charges	80	321	1,000	32%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
EMMA software service	-	1,750	2,000	88%
Total expenditures	<u>7,502</u>	<u>38,235</u>	<u>103,740</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	10,810	(15,523)	-	
Net change in fund balances	10,810	(15,523)	-	
Fund balances - beginning	(45,766)	(19,433)	-	
Fund balances - ending	<u>\$ (34,956)</u>	<u>\$ (34,956)</u>	<u>\$ -</u>	

\*These items will be realized when 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 JANUARY 31, 2026**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	792,299	0%
Interest	4,138	14,637	-	N/A
Total revenues	<u>4,138</u>	<u>14,637</u>	<u>792,299</u>	2%
<b>EXPENDITURES</b>				
Principal	-	-	165,000	0%
Interest	-	315,241	630,483	50%
Total expenditures	<u>-</u>	<u>315,241</u>	<u>795,483</u>	40%
				N/A
Excess/(deficiency) of revenues over/(under) expenditures	4,138	(300,604)	(3,184)	9441%
Net change in fund balances	4,138	(300,604)	(3,184)	
Fund balances - beginning	810,849	1,115,591	1,320,317	
Fund balances - ending	<u>\$ 814,987</u>	<u>\$ 814,987</u>	<u>\$1,317,133</u>	

**GREENBRIAR  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2025  
FOR THE PERIOD ENDED JANUARY 31, 2026**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest & misc income	\$ 4,829	\$ 227,073
Total revenues	4,829	227,073
<b>EXPENDITURES</b>		
Capital outlay	629,933	5,726,843
Total expenditures	629,933	5,726,843
Excess/(deficiency) of revenues over/(under) expenditures	(625,104)	(5,499,770)
Net change in fund balances	(625,104)	(5,499,770)
Fund balances - beginning	(1,950,452)	2,924,214
Fund balances - ending	\$ (2,575,556)	\$ (2,575,556)

**GREENBRIAR**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**GREENBRIAR**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES A**

**DRAFT**

**MINUTES OF MEETING  
GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Greenbriar Community Development District held an Evaluation Committee Meeting on November 12, 2025 at 11:00 a.m., at 50 Silver Forest Dr., Suite 203, Florida 32095.

**Present:**

Peter Ma	Evaluation Committee Member
Eric Lavoie	Evaluation Committee Member
Aharon Benyowitz	Evaluation Committee Member
Charles Laughlin	A.J. Johns, Inc.
Jared Popola	A.J. Johns
Nick Sartori	Regional Development
Kate John	District Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

**NOTE: NO OFFICIAL ACTION OF THE BOARD WILL BE TAKEN**

The meeting was called to order at 11:00 a.m. Evaluation Committee Members Lavoie, Ma and Benyowitz were present, as well as others and District Staff.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**District Counsel Comments Regarding  
Evaluation of Pinewalk Active Adult  
Collector Road Proposal Packages in  
Response to Request for Proposals (RFP)**

Ms. John stated this pertains to consideration of the responses to the RFP. She discussed the roles of the Construction Evaluation Committee, which includes reviewing and discussing the proposals received and providing recommendations to the Board at the Regular Meeting. She suggested the Committee consider each respondent's proposal separately, focusing on the merits, and referring to the adopted Evaluation Criteria Matrix, which includes the Preliminary Requirement, Price, Personnel & Equipment, Experience and Schedule.

40 **FOURTH ORDER OF BUSINESS****Committee Member Comments – Review  
Active Adult Phase 1 Collector Road**41  
42

43 The Committee Members discussed the RFP responses to the Active Adult Phase 1  
44 Collector Road RFP, as a group and in conjunction with the Evaluation Criteria Matrix.

45 Ms. John suggested the Committee consider whether all bidders were responsive and  
46 determine whether any mistakes in math, days, or construction costs need to be corrected.

47 It was noted that a typo related to subcontractors was identified and Mr. Loughlin had  
48 advised that all subcontractors are in good standing. Mr. Loughlin stated that is correct.

49 The consensus of the Committee Members was that the respondents were responsive.

50 The respondents were as follows:

- 51 ➤ Florida Roads Contracting, Inc.
- 52 ➤ A.J. Johns, Inc.
- 53 ➤ Vallencourt Construction Company, Inc.

54 Ms. John stated it might be beneficial to go through categories under the evaluation  
55 criteria and take notes on any observations. That way it will be easy to provide the information  
56 to the Board per category so the Board can do the formal scoring. She stated all the respondents  
57 passed as far as the preliminary requirements.

58 Ms. John stated the next category is price reasonableness. A Committee Member asked,  
59 on the price, since they are considering alternate, is it price as the alternate total or the total base  
60 that is scored on or is it either or is it two different scoresheets.

61 Discussion ensued regarding alternate prices and base bids.

62 Ms. John stated, per the Evaluation Criteria, under price, this point category can include  
63 any bid alternates recommended for implementation by the Construction Evaluation Committee.  
64 Since all respondents included a bid alternate, it is appropriate to recommend the bid alternate  
65 be included in the scoring for the base bid.

66 Discussion ensued regarding the number of calendar days to complete and all bids being  
67 pretty much the same as far as schedule reasonableness.

68 Regarding whether the RFP specified substantial or final completion, Ms. John stated the  
69 RFP has both. She thinks it is appropriate to use final completion dates as Mr. Ma has suggested.

70 Discussion ensued regarding price reasonableness, all being fairly similar in price except  
71 for Vallencourt and the ability to consider unit prices under price reasonableness. Discussion

72 ensued regarding Vallencourt’s bid being almost \$1,000,000 more, that meriting a reduction in  
73 the price category.

74 Discussion ensued regarding all respondents being comparable with regard to experience,  
75 personnel and equipment.

76 A Committee Member asked if there is value for ongoing or past performance or work in  
77 another CDD. Ms. John stated that would be under the experience category. Experience  
78 addresses past and current record and experience of the proposer and/or subcontractors and  
79 suppliers in similar projects, past performance and other contracts.

80 The Evaluation Committee’s notes and recommendations will be presented to the Board  
81 at the Regular Meeting, at which the Board will score and rank the respondents.

82

83 **FIFTH ORDER OF BUSINESS**

**Public Comments**

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85 No members of the public spoke.

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87 **SIXTH ORDER OF BUSINESS**

**Adjournment**

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89 The meeting adjourned at 11:28 a.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**GREENBRIAR**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES B**

**DRAFT**

**MINUTES OF MEETING  
GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Greenbriar Community Development District held 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.

**Present:**

Shira Fertel	Assistant Secretary
Kevin Kramer	Assistant Secretary
Aharon Benyowitz	Assistant Secretary

**Also present:**

Ernesto Torres	District Manager
Felix Rodriguez	Wrathell, Hunt and Associates, LLC
Michael Eckert	District Counsel
Lyndsay Keller	District Engineer
Dave D'Ambrosio (via telephone)	Development Team
Eric Lavoie (via telephone)	Development Team
Charles Laughlin	A.J. Johns, Inc.

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 3:00 p.m. Supervisors Kramer, Fertel and Benyowitz were present. Supervisors Noah Breakstone and Joshua Breakstone were absent.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public were present or spoke.

**THIRD ORDER OF BUSINESS**

**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]   |

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**On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor, the Consent Agenda items, as listed, were approved and/or ratified.**

**FOURTH ORDER OF BUSINESS**

**Public Hearing to Consider the Identification of Assessment Factors for a New Product Size and Reallocation of Assessments**

- 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**

These items were included for informational purposes.

**On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor, the Public Hearing was opened.**

- **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.**

No affected property owners or members of the public were present or spoke.

The Board, sitting as the Equalizing Board, made no changes or adjustments.

**On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor, the Public Hearing was closed.**

- 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**  
Mr. Torres presented Resolution 2026-04.

**On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor, 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, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-05, Amending and Restating Resolution 2025-**

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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

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

SIXTH ORDER OF BUSINESS

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

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

SEVENTH ORDER OF BUSINESS

Review of Responses to RFP for Pinewalk Active Adult Collector Road

125 **A. Respondents**

126 Ms. Keller stated the respondents to the Request for Proposals (RFP) were Florida Roads  
127 Contracting, Inc.; A.J. Johns, Inc.; and Vallencourt Construction Company, Inc.

128 **B. Evaluation/Ranking**

129 The Board and Staff discussed the scope of work, Construction Evaluation Committee’s  
130 recommendations, and the criteria in each category of the Evaluation Criteria Matrix. The Board  
131 collaboratively scored and ranked the respondents utilizing the Evaluation Criteria Matrix.

132 It was noted that the Committee’s review was based upon the Bid Alternate, which  
133 includes the JEA offsite watermain, two phases of roadway in the active adult section, and section  
134 2B. The JEA offsite watermain is broken out separately for cost sharing and reimbursement  
135 purposes. The bids were as follows:

136	Florida Roads Contracting, Inc.	\$8,739,560.53
137	A.J. Johns, Inc.	\$8,728,377.75
138	Vallencourt Construction Company, Inc.	\$9,308,248.49

139 Mr. Eckert reported the Board’s collaborative scores and ranking, as follows:

140	#1	A.J. Johns	100.00 points
141	#2	Florida Roads Contracting, Inc.	99.14 points
142	#3	Vallencourt Construction Company, Inc.	96.44 points

143 **C. Authorization to Negotiate and Finalize Contract**

144 **On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor,**  
145 **ranking A.J. Johns, Inc., as the #1 ranked respondent to the RFP for the Pinewalk**  
146 **Active Adult Collector Road, authorizing District Staff to negotiate an agreement**  
147 **with the A.J. Johns, Inc., the #1 ranked respondent, and authorizing Staff to**  
148 **proceed to the #2 or #3 ranked respondents, if necessary, depending on**  
149 **negotiations, were approved.**

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152 **EIGHTH ORDER OF BUSINESS**

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

157 **On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor,**  
158 **Resolution 2026-07, Designating a Date, Time, and Location of November 3, 2026**  
159 **at 11:00 a.m., at the St. Johns County Airport Authority, 4730 Casa Cola Way,**  
160 **Saint Augustine, FL, 32095, for a Landowners’ Meeting of the District, and**  
161 **Providing for an Effective Date, was adopted.**

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**NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of September 30, 2025**

**On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor, the Unaudited Financial Statements as of September 30, 2025, were accepted.**

**TENTH ORDER OF BUSINESS**

**Approval of October 9, 2025 Regular Meeting Minutes**

**On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor, the October 9, 2025 Regular Meeting Minutes, as presented, were approved.**

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel: Kutak Rock LLP**

Mr. Eckert stated he is working to distribute the Collector Road contract. Suggested language is being incorporated into upcoming RFPs. The Boundary Amendment petition was prepared and Landowner authorization is needed to file. Mr. Kramer stated the Boundary Amendment relates to removal of Pod G. Mr. Lavoie will follow up with Mr. Joshua Breakstone.

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

There was no report.

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

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

**TWELFTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**THIRTEENTH ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Kramer and seconded by Ms. Fertel, with all in favor, the meeting adjourned at 3:25 p.m.**

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Secretary/Assistant Secretary

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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  
[Florida Flyers Academy]*

*<sup>1</sup>St. Johns County Airport Authority, 4920 U.S. Hwy 1, North, St. Augustine, Florida 32095  
[Old Terminal]*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
October 9, 2025	Regular Meeting	2:00 PM <del>3:00 PM</del>
November 13, 2025	Public Hearing and Regular Meeting <i>Designation of New ERU Factor for Townhomes</i>	3:00 PM
December 11, 2025 <b>CANCELED</b>	<del>Regular Meeting</del>	<del>3:00 PM</del>
January 8, 2026 <b>CANCELED</b>	<del>Regular Meeting</del>	<del>3:00 PM</del>
February 12, 2026 <b>CANCELED</b>	<del>Regular Meeting</del>	<del>3:00 PM</del>
March 12, 2026 <sup>1</sup>	Regular Meeting & Audit Committee 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