

GREENBRIAR

COMMUNITY DEVELOPMENT

DISTRICT

June 11, 2026

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

June 4, 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 on June 11, 2026 at 3:00 p.m., at the St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine, Florida 32095. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2026-08, Approving Proposed Budget(s) for FY 2027; Setting a Public Hearing Thereon and Directing Publication; Addressing Transmittal and Posting Requirements; Addressing Severability and Effective Date
4. Consideration of Resolution 2026-09, Declaring Special Assessments to Fund the Proposed Budget(s) for FY 2027 Pursuant to Chapters 170, 190 and 197, Florida Statutes; Setting a Public Hearing; Addressing Publication; Addressing Severability; and Providing an Effective Date
5. Consideration of Resolution 2026-10, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2026/2027 and Providing for an Effective Date
6. Consideration of Resolution 2026-11, to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date
 - A. Amended Rules of Procedure
7. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2025, Prepared by Grau & Associates
 - A. Consideration of Resolution 2026-12, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2025
8. Presentation of Terms of Series 2026 Bond Sale

ATTENDEES:

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

9. Presentation of Second Supplemental Engineer’s Report
10. Presentation of Second Supplemental Special Assessment Methodology Report
11. Consideration of Resolution 2026-13, Setting Forth the Specific Terms of the Greenbriar Community Development District’s Special Assessment Revenue Bonds, Series 2026; Confirming the District’s Provision of Infrastructure Improvements; Confirming and Adopting the Supplemental Engineer’s Report; Confirming and Adopting Series 2026 Supplemental Assessment Methodology Report; Confirming, Allocating and Authorizing the Collection of Special Assessments Securing Series 2026 Bonds; Providing for the Application of True-Up Payments; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Series 2026 Special Assessments; Providing for Conflicts, Severability and an Effective Date [Assessment Area Two]
12. Consideration of Construction Funding Agreement
13. Ratification Items
 - A. Duval Landscape Maintenance, LLC Construction Agreement [Pinewalk Landscape Work]
 - B. Carlton Construction, Inc. Construction Funding Agreement [Pinewalk Hardscape Work]
14. Acceptance of Unaudited Financial Statements as of April 30, 2026
15. Approval of Minutes
 - A. May 5, 2026 Special Public Meeting
 - B. May 14, 2026 Regular Meeting
16. 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: July 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

- Performance Measures/Standards & Annual Reporting Form (*for informational purposes*)

17. Board Members' Comments/Requests

18. Public Comments

19. Adjournment

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

Sincerely,



Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2026-08
[FY 2027 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Greenbriar Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

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

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

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

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

DATE: _____
TIME: 3:00 p.m.
LOCATION: St. Johns County Airport Authority
4730 Casa Cola Way
St. Augustine, Florida 32095

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

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

PASSED AND ADOPTED this 11th day of June, 2026.

ATTEST:

**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A: Proposed Budget

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2027**

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
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**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 139,894
Landowner contribution	103,740	34,521	69,219	103,740	-
Total revenues	<u>103,740</u>	<u>34,521</u>	<u>69,219</u>	<u>103,740</u>	<u>139,894</u>
EXPENDITURES					
Professional & administrative					
Supervisors	-	1,076	-	1,076	3,600
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	19,336	5,664	25,000	36,000
Engineering	2,000	-	2,000	2,000	2,000
Engineer's report	-	-	-	-	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	2,000	1,000	1,000	2,000	2,000
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	50	450	500	500
Printing & binding	500	288	212	500	500
Legal advertising	1,750	340	800	1,140	1,750
Annual special district fee	175	175	-	175	175
Insurance	6,200	5,565	-	5,565	6,200
Meeting room rental	2,000	-	2,000	2,000	2,000
Contingencies/bank charges	1,000	491	509	1,000	1,000
Website hosting & maintenance	705	850	-	850	850
Website ADA compliance	210	-	210	210	210
EMMA software service	2,000	1,750	250	2,000	2,000
Total expenditures	<u>103,740</u>	<u>55,021</u>	<u>48,695</u>	<u>103,716</u>	<u>120,485</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(20,500)	20,524	24	19,409
Fund balance - beginning (unaudited)	-	(19,433)	(39,933)	(19,433)	(19,409)
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(39,933)	(19,409)	(19,409)	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (39,933)</u>	<u>\$ (19,409)</u>	<u>\$ (19,409)</u>	<u>\$ -</u>

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

EXPENDITURES

Professional & administrative

Supervisors	\$ 3,600
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	36,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Engineer's report	2,000
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	5,500
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,750
The District advertises for monthly meetings, special meetings, public hearings, public	
Annual special district fee	175
EXPENDITURES (continued)	
Insurance	6,200
Meeting room rental	2,000
Annual fee paid to the Florida Department of Economic Opportunity.	
Contingencies/bank charges	1,000
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Tax Collector	
Website hosting & maintenance	850
Website ADA compliance	210
EMMA software service	2,000
Total expenditures	<u><u>\$ 120,485</u></u>

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET SERIES 2025
FISCAL YEAR 2027**

	Fiscal Year 2026			Total Actual & Projected	Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026		
REVENUES					
Assessment levy: off-roll	\$ 792,299	\$ 480,712	\$ 311,587	\$ 792,299	\$ 792,299
Interest	-	24,598	-	24,598	-
Total revenues	<u>792,299</u>	<u>505,310</u>	<u>311,587</u>	<u>816,897</u>	<u>792,299</u>
EXPENDITURES					
Debt service					
Principal	165,000	-	165,000	165,000	170,000
Interest	630,483	315,241	315,242	630,483	622,563
Total expenditures	<u>795,483</u>	<u>315,241</u>	<u>480,242</u>	<u>795,483</u>	<u>792,563</u>
Excess/(deficiency) of revenues over/(under) expenditures	(3,184)	190,069	(168,655)	21,414	(264)
Fund balance:					
Beginning fund balance (unaudited)	<u>1,507,475</u>	<u>1,115,591</u>	<u>1,305,660</u>	<u>1,115,591</u>	<u>1,137,005</u>
Ending fund balance (projected)	<u>\$1,504,291</u>	<u>\$1,305,660</u>	<u>\$1,137,005</u>	<u>\$1,137,005</u>	<u>1,136,741</u>
Use of fund balance:					
Debt service reserve account balance (required)					(792,155)
Interest expense - November 1, 2027					(307,201)
Projected fund balance surplus/(deficit) as of September 30, 2027					<u>\$ 37,385</u>

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

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

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

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

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2027 ASSESSMENTS**

Off-Roll Assessments

<u>Product/Parcel</u>	<u>Units</u>	FY 2027 O&M Assessment				FY 2026
		per Unit	per Unit	per Unit	Total Assessment per Unit	
SF 40'	159	\$ 67.88	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	
SF 50'	183	67.88	1,500.00	1,500.00	1,500.00	
SF 60'	121	67.88	1,800.00	1,800.00	1,800.00	
SF 70'	52	67.88	2,100.00	2,100.00	2,100.00	
Total	515					

Off-Roll Assessments - Future Phase(s)

<u>Product</u>	<u>Units</u>	FY 2027 O&M Assessment			FY 2026
		per Unit	per Unit	per Unit	Total Assessment per Unit
Market Rate					
SF 40'	-	\$ 67.88	\$ -	\$ 67.88	n/a
SF 50'	125	67.88	-	67.88	n/a
SF 60'	191	67.88	-	67.88	n/a
SF 70'	123	67.88	-	67.88	n/a
SF 73'	108	67.88	-	67.88	n/a
Townhomes	91	67.88	-	67.88	n/a
	638				
Active Adult					
SF 37.5'	284	67.88	-	67.88	n/a
SF 45'	204	67.88	-	67.88	n/a
SF 50'	286	67.88	-	67.88	n/a
SF 60'	134	67.88	-	67.88	n/a
Total	908				
	2,061				

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2026-09

[170 DECLARING RESOLUTION - FY 2027 O&M ASSESSMENTS]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET(S) FOR FY 2027 PURSUANT TO CHAPTERS 170, 190 AND 197, *FLORIDA STATUTES*; SETTING A PUBLIC HEARING; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Greenbriar Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190, and 197, *Florida Statutes* (“**O&M Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the O&M Assessments, and that such O&M Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the proposed O&M Assessments, and desires to set the required public hearing thereon.

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

1. DECLARING O&M ASSESSMENTS. The current form of the Proposed Budget, attached hereto as **Exhibit A**, is hereby approved for use in proceedings to levy and impose the O&M Assessments. Pursuant to Chapters 170, 190, and 197, *Florida Statutes*, the O&M Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the O&M Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the office of the District Manager, c/o Ernesto Torres, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District Records Office**”). The O&M Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District Records Office. The O&M Assessments shall be paid in one or more installment(s) pursuant to a bill issued by the District at least thirty (30) days prior to the first due date, and pursuant to Chapter 170, *Florida Statutes*, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, *Florida Statutes*.

2. SETTING A PUBLIC HEARING. Pursuant to Chapters 170, 190, and 197, *Florida Statutes*, a public hearing on the O&M Assessments is hereby declared and set for the following date, time, and location:

DATE: August 13, 2026
TIME: 3:00 PM
LOCATION: St. Johns County Airport Authority
4730 Casa Cola Way
St. Augustine, Florida 32095

3. PUBLICATION OF NOTICE. Notice of the public hearing shall be published in the manner prescribed in Florida law. Additionally, the District shall cause this Resolution to be published once a week for a period of two (2) weeks in a newspaper of general circulation published in St. Johns County.

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

PASSED AND ADOPTED this 11th day of June, 2026.

ATTEST:

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget (including Assessment roll)

Exhibit A: Proposed Budget (including Assessment roll)

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2027**

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
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**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 139,894
Landowner contribution	103,740	34,521	69,219	103,740	-
Total revenues	<u>103,740</u>	<u>34,521</u>	<u>69,219</u>	<u>103,740</u>	<u>139,894</u>
EXPENDITURES					
Professional & administrative					
Supervisors	-	1,076	-	1,076	3,600
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	19,336	5,664	25,000	36,000
Engineering	2,000	-	2,000	2,000	2,000
Engineer's report	-	-	-	-	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	2,000	1,000	1,000	2,000	2,000
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	50	450	500	500
Printing & binding	500	288	212	500	500
Legal advertising	1,750	340	800	1,140	1,750
Annual special district fee	175	175	-	175	175
Insurance	6,200	5,565	-	5,565	6,200
Meeting room rental	2,000	-	2,000	2,000	2,000
Contingencies/bank charges	1,000	491	509	1,000	1,000
Website hosting & maintenance	705	850	-	850	850
Website ADA compliance	210	-	210	210	210
EMMA software service	2,000	1,750	250	2,000	2,000
Total expenditures	<u>103,740</u>	<u>55,021</u>	<u>48,695</u>	<u>103,716</u>	<u>120,485</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(20,500)	20,524	24	19,409
Fund balance - beginning (unaudited)	-	(19,433)	(39,933)	(19,433)	(19,409)
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(39,933)	(19,409)	(19,409)	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (39,933)</u>	<u>\$ (19,409)</u>	<u>\$ (19,409)</u>	<u>\$ -</u>

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

EXPENDITURES

Professional & administrative

Supervisors	\$ 3,600
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	36,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Engineer's report	2,000
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	5,500
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,750
The District advertises for monthly meetings, special meetings, public hearings, public	
Annual special district fee	175
EXPENDITURES (continued)	
Insurance	6,200
Meeting room rental	2,000
Annual fee paid to the Florida Department of Economic Opportunity.	
Contingencies/bank charges	1,000
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Tax Collector	
Website hosting & maintenance	850
Website ADA compliance	210
EMMA software service	2,000
Total expenditures	<u><u>\$ 120,485</u></u>

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET SERIES 2025
FISCAL YEAR 2027**

	Fiscal Year 2026			Total Actual & Projected	Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026		
REVENUES					
Assessment levy: off-roll	\$ 792,299	\$ 480,712	\$ 311,587	\$ 792,299	\$ 792,299
Interest	-	24,598	-	24,598	-
Total revenues	<u>792,299</u>	<u>505,310</u>	<u>311,587</u>	<u>816,897</u>	<u>792,299</u>
EXPENDITURES					
Debt service					
Principal	165,000	-	165,000	165,000	170,000
Interest	630,483	315,241	315,242	630,483	622,563
Total expenditures	<u>795,483</u>	<u>315,241</u>	<u>480,242</u>	<u>795,483</u>	<u>792,563</u>
Excess/(deficiency) of revenues over/(under) expenditures	(3,184)	190,069	(168,655)	21,414	(264)
Fund balance:					
Beginning fund balance (unaudited)	<u>1,507,475</u>	<u>1,115,591</u>	<u>1,305,660</u>	<u>1,115,591</u>	<u>1,137,005</u>
Ending fund balance (projected)	<u>\$1,504,291</u>	<u>\$1,305,660</u>	<u>\$1,137,005</u>	<u>\$1,137,005</u>	<u>1,136,741</u>
Use of fund balance:					
Debt service reserve account balance (required)					(792,155)
Interest expense - November 1, 2027					(307,201)
Projected fund balance surplus/(deficit) as of September 30, 2027					<u>\$ 37,385</u>

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

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

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

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

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2027 ASSESSMENTS**

Off-Roll Assessments

<u>Product/Parcel</u>	<u>Units</u>	FY 2027 O&M Assessment				FY 2026 Total Assessment
		<u>per Unit</u>	<u>per Unit</u>	<u>per Unit</u>	<u>per Unit</u>	
SF 40'	159	\$ 67.88	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	
SF 50'	183	67.88	1,500.00	1,500.00	1,500.00	
SF 60'	121	67.88	1,800.00	1,800.00	1,800.00	
SF 70'	52	67.88	2,100.00	2,100.00	2,100.00	
Total	515					

Off-Roll Assessments - Future Phase(s)

<u>Product</u>	<u>Units</u>	FY 2027 O&M Assessment			FY 2026 Total Assessment
		<u>per Unit</u>	<u>per Unit</u>	<u>per Unit</u>	<u>per Unit</u>
Market Rate					
SF 40'	-	\$ 67.88	\$ -	\$ 67.88	n/a
SF 50'	125	67.88	-	67.88	n/a
SF 60'	191	67.88	-	67.88	n/a
SF 70'	123	67.88	-	67.88	n/a
SF 73'	108	67.88	-	67.88	n/a
Townhomes	91	67.88	-	67.88	n/a
	638				
Active Adult					
SF 37.5'	284	67.88	-	67.88	n/a
SF 45'	204	67.88	-	67.88	n/a
SF 50'	286	67.88	-	67.88	n/a
SF 60'	134	67.88	-	67.88	n/a
Total	908				
	2,061				

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2026-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2026/2027 AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

WHEREAS, the Board desires to adopt the Fiscal Year 2026/2027 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2026/2027 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2026/2027 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 11th day of June, 2026.

ATTEST:

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2026/2027 MEETING SCHEDULE		
LOCATION		
<i>St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine, Florida 32095</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2026	Regular Meeting	3:00 PM
November 3, 2026	Landowners' Meeting	11:00 AM
November 12, 2026	Regular Meeting	3:00 PM
December 10, 2026	Regular Meeting	3:00 PM
January 14, 2027	Regular Meeting	3:00 PM
February 11, 2027	Regular Meeting	3:00 PM
March 11, 2027	Regular Meeting	3:00 PM
April 8, 2027	Regular Meeting	3:00 PM
May 13, 2027	Regular Meeting	3:00 PM
June 10, 2027	Regular Meeting	3:00 PM
July 8, 2027	Regular Meeting	3:00 PM
August 12, 2027	Regular Meeting	3:00 PM
September 9, 2027	Regular Meeting	3:00 PM

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2026-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (“Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure on _____, 2026, at 3:00 p.m., St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine, Florida 32095.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of June, 2026.

ATTEST:

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

6A

**RULES OF PROCEDURE
GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-1**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

- (1) The Greenbriar Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
 - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
- (a) Technical Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
 - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
 - (b) Substantive Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
- (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
 - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
 - (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
 - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.

- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.
- (15) Variations and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:
- (i) The rule from which a variance or waiver is requested;
- (ii) The type of action requested;
- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.
- (16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;
- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “**goods, supplies, and materials**” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A 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 Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A 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 Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

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**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Greenbriar Community Development District
St. Johns County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Greenbriar Community Development District, St. Johns County, Florida (the "District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position thereof for the fiscal year ended September 30, 2025 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 1, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Grau & Associates

June 1, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Greenbriar Community Development District, St. Johns County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

The District was established pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes and created by Ordinance No. 2024-1 of the Board of County Commissioners of St. Johns County, Florida enacted on January 18, 2024, and no audit was required for the prior period. As a result, the balances as of and for the period ended September 30, 2024 are for less than a twelve month period and are unaudited.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$1,594,276.
- The change in the District's total net position was \$1,608,553, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported a combined ending fund balance of \$4,020,371, an increase of \$4,392,359 in comparison with the prior year. The total fund balance is nonspendable for prepaids, restricted for debt service and capital projects, and the remainder is unassigned deficit fund balance.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal years.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,	
	2025	2024 (unaudited)
Current and other assets	\$ 7,169,989	\$ 38,175
Capital assets, net of depreciation	8,942,437	352,462
Total assets	<u>16,112,426</u>	<u>390,637</u>
Current liabilities	3,388,820	404,914
Long-term liabilities	11,129,330	-
Total liabilities	<u>14,518,150</u>	<u>404,914</u>
Net position		
Net investment in capital assets	737,320	-
Restricted	852,889	-
Unrestricted	4,067	(14,277)
Total net position	<u>\$ 1,594,276</u>	<u>\$ (14,277)</u>

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which program revenues exceeded the cost of operations.

Key elements of the change in net position are reflected in the following table:

	FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	2025	2024 (unaudited)
Revenues:		
Program revenues		
Charges for services	\$ 790,167	\$ -
Operating grants and contributions	113,054	43,119
Capital grants and contributions	1,679,190	-
Total revenues	<u>2,582,411</u>	<u>43,119</u>
Expenses:		
General government	86,516	38,405
Interest	427,627	-
Cost of issuance	459,715	18,991
Total expenses	<u>973,858</u>	<u>57,396</u>
Change in net position	<u>1,608,553</u>	<u>(14,277)</u>
Net position - beginning	<u>(14,277)</u>	<u>-</u>
Net position - ending	<u>\$ 1,594,276</u>	<u>\$ (14,277)</u>

As noted above and in the statement of activities, the cost of all governmental activities during fiscal year ended September 30, 2025 was \$973,858. The costs of the District's activities were funded by program revenues, which are comprised of Developer contributions, assessments and interest earnings. Expenses were mainly comprised of interest expense and bond issue costs. In total, expenses increased during the current fiscal year due to interest expense and bond issuance costs which were not incurred in the prior fiscal year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures for the fiscal year ended September 30, 2025 did not exceed appropriations.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had \$8,942,437 invested in capital assets for its governmental activities. As of September 30, 2025, no depreciation has been taken. More detailed information about the District's capital assets is presented in the notes of the financial statements.

CAPITAL ASSETS AND DEBT ADMINISTRATION (Continued)

Capital Debt

At September 30, 2025, the District had \$11,140,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

It is anticipated that the general operations of the District will increase as the District continues to be developed.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Greenbriar Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

	Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 8,756
Prepays	5,565
Due from Developer	26,937
Restricted assets:	
Investments	7,128,731
Capital assets:	
Nondepreciable	8,942,437
Total assets	16,112,426
 LIABILITIES	
Accounts payable	26,447
Developer advance	10,744
Due to Developer	379,593
Contract and retainage payable	2,709,334
Accrued interest payable	262,702
Non-current liabilities:	
Due within one year	165,000
Due in more than one year	10,964,330
Total liabilities	14,518,150
 NET POSITION	
Net investment in capital assets	737,320
Restricted for debt service	852,889
Unrestricted	4,067
Total net position	\$ 1,594,276

See notes to the financial statements

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>
Primary government:					
Governmental activities:					
General government	\$ 86,516	\$ -	\$ 85,868	\$ 1,679,190	\$ 1,678,542
Interest on long-term debt	427,627	790,167	27,186	-	389,726
Cost of issuance	459,715	-	-	-	(459,715)
Total governmental activities	<u>973,858</u>	<u>790,167</u>	<u>113,054</u>	<u>1,679,190</u>	<u>1,608,553</u>
			Change in net position		1,608,553
			Net position - beginning		<u>(14,277)</u>
			Net position - ending		<u>\$ 1,594,276</u>

See notes to the financial statements

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash and cash equivalents	\$ 8,756	\$ -	\$ -	\$ 8,756
Investments	-	1,134,582	5,994,149	7,128,731
Due from Developer	26,937	-	-	26,937
Prepays	5,565	-	-	5,565
Total assets	<u>\$ 41,258</u>	<u>\$ 1,134,582</u>	<u>\$ 5,994,149</u>	<u>\$ 7,169,989</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 26,447	\$ -	\$ -	\$ 26,447
Contract and retainage payable	-	-	2,709,334	2,709,334
Due to Developer	-	18,991	360,602	379,593
Developer advance	10,744	-	-	10,744
Total liabilities	<u>37,191</u>	<u>18,991</u>	<u>3,069,936</u>	<u>3,126,118</u>
Deferred inflows of resources:				
Unavailable revenue	23,500	-	-	23,500
Total deferred inflows of resources	<u>23,500</u>	<u>-</u>	<u>-</u>	<u>23,500</u>
Fund balances:				
Nonspendable:				
Deposits and prepaids	5,565	-	-	5,565
Restricted for:				
Debt service	-	1,115,591	-	1,115,591
Capital projects	-	-	2,924,213	2,924,213
Unassigned	(24,998)	-	-	(24,998)
Total fund balances	<u>(19,433)</u>	<u>1,115,591</u>	<u>2,924,213</u>	<u>4,020,371</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 41,258</u>	<u>\$ 1,134,582</u>	<u>\$ 5,994,149</u>	<u>\$ 7,169,989</u>

See notes to the financial statements

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

Fund balance - governmental funds \$ 4,020,371

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the assets of the government as a whole.

Capital assets, net	8,942,437	
Accumulated depreciation	<u>-</u>	8,942,437

Assets recorded in the governmental fund financial statements that are not available to pay for current-period expenditures are unavailable revenue in the governmental funds.

23,500

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(262,702)	
Unamortized original issue discount	10,670	
Bonds payable	<u>(11,140,000)</u>	<u>(11,392,032)</u>

Net position of governmental activities		<u>\$ 1,594,276</u>
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See notes to the financial statements

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Assessments	\$ -	\$ 790,167	\$ -	\$ 790,167
Developer contributions	67,618	-	1,445,145	1,512,763
Interest	-	27,186	234,045	261,231
Total revenues	<u>67,618</u>	<u>817,353</u>	<u>1,679,190</u>	<u>2,564,161</u>
EXPENDITURES				
Current:				
General government	86,516	-	-	86,516
Debt service:				
Principal	-	310,000	-	310,000
Interest	-	164,926	-	164,926
Bond issuance costs	-	459,715	-	459,715
Capital outlay	-	-	8,589,975	8,589,975
Total expenditures	<u>86,516</u>	<u>934,641</u>	<u>8,589,975</u>	<u>9,611,132</u>
Excess (deficiency) of revenues over (under) expenditures	(18,898)	(117,288)	(6,910,785)	(7,046,971)
OTHER FINANCING SOURCES (USES)				
Bond proceeds	-	1,262,540	10,187,460	11,450,000
Original issue discount	-	(10,670)	-	(10,670)
Total other financing sources (uses)	<u>-</u>	<u>1,251,870</u>	<u>10,187,460</u>	<u>11,439,330</u>
Net change in fund balances	(18,898)	1,134,582	3,276,675	4,392,359
Fund balances - beginning	<u>(535)</u>	<u>(18,991)</u>	<u>(352,462)</u>	<u>(371,988)</u>
Fund balances - ending	<u>\$ (19,433)</u>	<u>\$ 1,115,591</u>	<u>\$ 2,924,213</u>	<u>\$ 4,020,371</u>

See notes to the financial statements

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

Net change in fund balances - total governmental funds	\$ 4,392,359
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	8,589,975
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(11,450,000)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental fund financial statements.	18,250
Repayments of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	310,000
Governmental funds report the effect of Bond issuance costs, premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.	10,670
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	<u>(262,701)</u>
Change in net position of governmental activities	<u>\$ 1,608,553</u>

See notes to the financial statements

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Greenbriar Community Development District ("District") was established effective January 18, 2024 by Ordinance 2024-1 enacted by the Board of County Commissioners of St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2025, all five Board members are affiliated with Greenbriar Property Holdings, LLC (the "Developer").

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1. For on roll assessments, discounts are available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, unspent Bond proceeds are required to be held in investments as specified in the Bond Indentures.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are reported as an expense in the year incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

The District's investments were held as follows at September 30, 2025:

	<u>Amortized Cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
First American Government Oblig Fund Class X	\$ 7,128,731	S&P AAAM	Weighted average of the fund portfolio: 45 days
	<u>\$ 7,128,731</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ 352,462	\$ 8,589,975	\$ -	\$ 8,942,437
Total capital assets, not being depreciated	352,462	8,589,975	-	8,942,437
Governmental activities capital assets, net	<u>\$ 352,462</u>	<u>\$ 8,589,975</u>	<u>\$ -</u>	<u>\$ 8,942,437</u>

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$239,179,000. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities. During the current fiscal year, the Developer contributed \$1,445,145 to the District to fund Assessment Area 1 Infrastructure costs.

NOTE 6 – LONG-TERM LIABILITIES

Series 2025

On January 29, 2025, the District issued \$11,450,000 of Special Assessment Revenue Bonds, Series 2025, consisting of various Term Bonds with due dates from May 1, 2032 to May 1, 2054 and fixed interest rates ranging from 4.80% to 5.875%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2025 through May 1, 2054.

The Series 2025 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this did not occur during the current fiscal year. The District was in compliance with the requirements at September 30, 2025.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2025 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2025	\$ -	\$ 11,450,000	\$ 310,000	\$ 11,140,000	\$ 165,000
Less: bond discount	-	10,670	-	10,670	-
Total	<u>\$ -</u>	<u>\$ 11,439,330</u>	<u>\$ 310,000</u>	<u>\$ 11,129,330</u>	<u>\$ 165,000</u>

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Long-term Debt Activity (Continued)

At September 30, 2025, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2026	\$ 165,000	\$ 630,483	\$ 795,483
2027	170,000	622,563	792,563
2028	180,000	614,403	794,403
2029	190,000	605,763	795,763
2030	200,000	596,643	796,643
2031-2035	1,160,000	2,823,380	3,983,380
2036-2040	1,525,000	2,463,068	3,988,068
2041-2045	2,030,000	1,979,145	4,009,145
2046-2050	2,705,000	1,321,875	4,026,875
2051-2054	2,815,000	425,350	3,240,350
Total	<u>\$ 11,140,000</u>	<u>\$ 12,082,673</u>	<u>\$ 23,222,673</u>

NOTE 7 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operation of the District. In connection with that agreement, Developer contributions to the general fund were \$67,618. In addition, the District has recorded a receivable from the Developer in the general fund of \$26,937 and a payable in the capital projects fund of \$360,602 as of September 30, 2025.

NOTE 8 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 9 – MANAGEMENT COMPANY

The District has contracted with Wrathell, Hunt and Associates, LLC to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

NOTE 11 – DEFICIT FUND EQUITY

The general fund had a deficit fund balance of (\$19,433) at September 30, 2025. The deficit will be covered by a contribution from the Developer in the subsequent period.

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts	Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original & Final		
REVENUES			
Developer contributions	\$ 98,790	\$ 67,618	\$ (31,172)
Total revenues	98,790	67,618	(31,172)
EXPENDITURES			
Current:			
General government	98,790	86,516	12,274
Total expenditures	98,790	86,516	12,274
Excess (deficiency) of revenues over (under) expenditures	\$ -	(18,898)	\$ (18,898)
Fund balance - beginning		(535)	
Fund balance - ending		\$ (19,433)	

See notes to required supplementary information

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures for the fiscal year ended September 30, 2025 did not exceed appropriations.

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	1
Employee compensation	0
Independent contractor compensation	\$79,510
Construction projects to begin on or after October 1; (\$65K)	Series 2025
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - N/A Debt service - N/A
Special assessments collected	\$790,167
Outstanding Bonds:	See Note 6 of the Audit Report



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Greenbriar Community Development District
St. Johns County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Greenbriar Community Development District, St. Johns County, Florida (the "District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 1, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

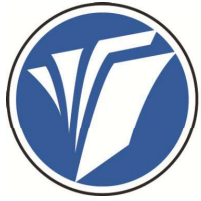
As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Crau & Associates

June 1, 2026



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Greenbriar Community Development District
St. Johns County, Florida

We have examined Greenbriar Community Development District, St. Johns County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

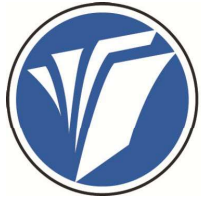
We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Greenbriar Community Development District, St. Johns County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

June 1, 2026



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Greenbriar Community Development District
St. Johns County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Greenbriar Community Development District ("District"), St. Johns County, Florida as of and for the fiscal year ended September 30, 2025 and have issued our report thereon dated June 1, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing 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; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 1, 2026, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Greenbriar Community Development District, St. Johns County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Greenbriar Community Development District, St. Johns County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

June 1, 2026

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

Not Applicable.

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

Not Applicable.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2025. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

7A

RESOLUTION 2026-12

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE
AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

WHEREAS, the District’s Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Financial Report for Fiscal Year 2025;

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

1. The Audited Financial Report for Fiscal Year 2025, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2025, for the period ending September 30, 2025; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2025 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

PASSED AND ADOPTED this 11th day of June, 2026.

ATTEST:

**GREENBRIAR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

9

**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

June 9, 2026
(4:00 PM)

BACKGROUND

The Greenbriar Community Development District (the “District”) is located entirely within unincorporated St. Johns County, Florida, and covers approximately 1,248 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

Land Use	Acreege (Approx.)
Lot Development	350.83
Roads	127.84
Common Areas	140.58
Stormwater Ponds	233.10
Conservation Areas	395.63
TOTAL	1,247.98

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 were removed from the District’s boundary (pursuant to a boundary amendment which removed 56.57 acres from the District, leaving a total of approximately 1,248 acres of land within the District, as stated above).

TABLE 1B
Total Unit Count and Size

Product Type	Total Units
Multi-Generational:	
40’ Single-family	159
50’ Single-family	308
60’ Single-family	312
70’ Single Family	175
Active Adult:	
37.5’ Single-family	284
45’ Single-family	204
50’ Single-family	286
60’ Single Family	134
TOTAL	1,862

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 (412.77 acres) and Phase 2A (261.05 acres) and 2B Multi-Generational parcel (133.70 acres). See **Exhibit 4A and 4B** for the legal description and sketch for these parcels. These areas will be known as AA2 with the lot size and count shown in **Table 1C**. The acreage for AA2 is approximately 807.52 acres.

TABLE 1C
AA2 Unit Count and Size

Product Type	Total Units
Multi-Generational:	
50’ Single-family	125
60’ Single-family	191
70’ Single-family	123
Active Adult:	
37.5’ Single-family	284
45’ Single-family	204
50’ Single-family	286
60’ Single Family	134
TOTAL	1,347

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 all portion of the collector road will be owned by the CDD. See **Exhibit 5** for layout and location of the roadway improvements that are included in the Phase 2 Project.

The unfunded portion of Phase 1 Project includes a multi-lane collector road from Greenbriar Road to the first intersection of the development, approximately 2,800 linear feet. This roadway will serve as the main entrance into the development and will have variable medians to preserve existing vegetation. An intricate intersection will transition this 4-lane collector road into the 2-lane collector road approximately 2,700 linear feet long. This 2-lane roadway is also part of the Phase 1 Project, and both will serve as the primary access for the development. Shown as **Exhibit 3A**.

Also, another unfunded portion of Phase I is the Greenbriar Road widening across the aforementioned entrance road. This 0.75-mile widening is within the St. Johns County right-of-way, but the District will fund the improvements. The work will include widening Greenbriar from a 2-lane road to a 4-lane road, relocation of utilities, provision of stormwater treatment, and payment for wetland mitigation and installation of a traffic signal. These improvements are the County's requirement per a Development Agreement associated with the development of the property. See **Exhibit 3B** for the Greenbriar Widening improvements that is included in this Phase 1 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 the 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 of the District 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 & Maintenance Entity</u>
Roadways	CDD	CDD
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 (Approved)
- JEA Water and Sewer Review (Approved)
- St. Johns River Water Management District (Approved)
- Florida Department of Environmental Protection (FDEP) Water and Sewer (Approved)
- US Army Corps of Engineers 404 Wetland Permit (Approved)

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)**

Improvement	Projects (\$)	Notes:
Ph. 1 - Collector Road - adjacent to AA1	\$9,050,000	Cost to complete
Ph. 1 - Greenbriar Road Widening	\$3,310,000	Cost to complete
Ph. 1 - Roads	\$2,640,000	Previously spent*
Ph. 1 - Landscape	\$454,652	Previously spent*
Ph. 1 - Reuse	\$1,268,000	Previously spent*
Ph. 1 - Electric Conduits	\$152,888	Previously spent*
Ph. 1 - Water Main	\$1,550,000	Previously spent*
Ph. 1 - Stormwater System	\$1,145,000	Previously spent*
Ph. 1 - Earthwork	\$367,000	Previously spent*
Ph. 2 - Collector Road next to AA2 assessment area	\$7,495,000	Cost to complete
Ph. 2 - JEA Water Main (\$231k reimb.)	\$1,009,000	Cost to complete
Ph. 2 - Undergrounding of Electric Conduit	\$750,000	Cost to complete
Ph. 2 - Landscape	\$2,000,000	Cost to complete
Ph. 2 - Professional Fees	\$750,000	Cost to complete
Ph.2 - Gate/Hardscape	\$750,000	Cost to complete
Wetland Mitigation - Developer Paid	\$299,280	Previously spent*
Developer Equity Contribution - Design & Eng.	\$1,585,334	Previously spent*
Subtotal	\$34,576,154	
Contingency (15%)	\$5,186,423	
TOTAL	\$39,762,577	

** Represents costs associated with the Phase 1 Project that were not funded with proceeds of the Series 2025 Bonds. A portion of the proceeds of the Series 2026 Bonds will be applied toward the acquisition of such improvements from the Developer and/or repayment under an applicable Construction Funding Agreement.*

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.

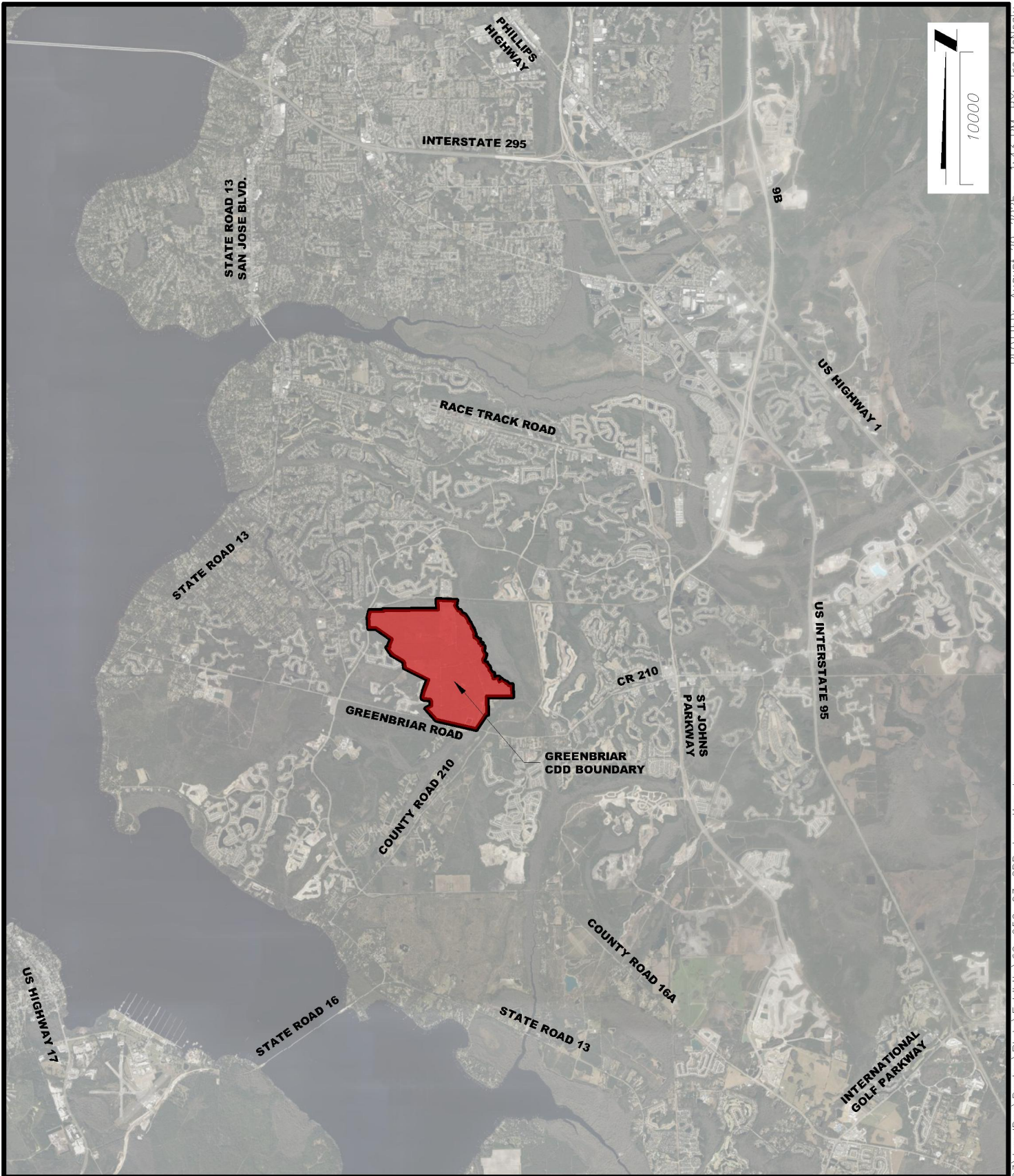
The professional service for establishing the Construction Opinion of Probable Cost is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances. The CIP will be owned by the District or other governmental units and such CIP is intended to be 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 from projects financed by the District 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: 6/09/2026
FL License No. 46661

EXHIBITS
Description

- 1 General Location Map
- 2 District Sketch & Legal Description
- 3 Overall District Boundary
- 3A Phase 1 Collector Road
- 3B Greenbriar Road Widening
- 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: August 29, 2025 - 1:43 PM, BY: Ire McNealy
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EXHIBIT 1

GREENBRIAR MAP DEPICTING THE GENERAL LOCATION OF THE PROPOSED DISTRICT

ETM NO. 20-250-03

DRAWN BY: CWD

DATE: AUGUST 2025

DRAWING NO. 1

January 9, 2026
Page 1 of 6

Work 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"

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 1", as shown on the plat thereof, recorded in Map Book 60, Pages 58 through 78, of the Public Records of St.

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 $02^{\circ}41'05''$ West, along the East line of said Section 9, (and also being the West line of Section 10) and also being the East line of "Aberdeen (D.R. Horton Phase 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 $87^{\circ}48'09''$ East, along the aforesaid South line of aforesaid 130 foot JEA Easement, a distance of 1,496.44 feet, to a point, on a Northerly prolongation of the Westerly line of those lands described and recorded in that Quit Claim Deed from United Water Florida, LLC to JEA (formerly known as Jacksonville Electric Authority) as per that instrument recorded in Official Records Book 1720, Page 876, of the Public Records of said St. Johns County, Florida; run thence, South $11^{\circ}00'23''$ West along the aforesaid Northerly prolongation, and then along the Westerly line of said lands, a distance of 365.50 feet, to a point on the aforesaid Westerly line of those lands described and recorded in that Quit Claim Deed from United Water Florida, LLC to JEA (formerly known as Jacksonville Electric Authority) as per that instrument recorded in Official Records Book 1720, Page 876, of the Public Records of said St. Johns County, Florida; run thence, along said Westerly line of said lands described and recorded in Official Records Book 1720, Page 876, of the Public Records of said St. Johns County, Florida, the following ninety-eight (98) courses and distances:

- Course No. 1: run thence, South $07^{\circ}20'37''$ West, a distance of 46.17 feet, to a point;
- Course No. 2: run thence, South $28^{\circ}20'02''$ East, a distance of 224.30 feet, to a point;
- Course No. 3: run thence, South $29^{\circ}09'50''$ East, a distance of 147.89 feet, to a point;
- Course No. 4: run thence, South $82^{\circ}18'24''$ East, a distance of 165.50 feet, to a point;
- Course No. 5: run thence, South $30^{\circ}04'45''$ East, a distance of 214.69 feet, to a point;
- Course No. 6: run thence, South $12^{\circ}44'42''$ East, a distance of 39.78 feet, to a point;
- Course No. 7: run thence, South $64^{\circ}14'54''$ East, a distance of 109.44 feet, to a point;
- Course No. 8: run thence, South $66^{\circ}03'41''$ East, a distance of 182.24 feet, to a point;
- Course No. 9: run thence, South $39^{\circ}42'21''$ East, a distance of 120.67 feet, to a point;
- Course No. 10: run thence, South $33^{\circ}34'18''$ East, a distance of 226.32 feet, to a point;
- Course No. 11: run thence, South $27^{\circ}25'30''$ East, a distance of 132.38 feet, to a point;
- Course No. 12: run thence, South $08^{\circ}33'24''$ East, a distance of 98.37 feet, to a point;
- Course No. 13: run thence, South $44^{\circ}41'47''$ East, a distance of 174.78 feet, to a point;
- Course No. 14: run thence, South $21^{\circ}27'50''$ East, a distance of 233.47 feet, to a point;

Pinewalk 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;

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;

Pinewalk Remainder (continued)

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, 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;

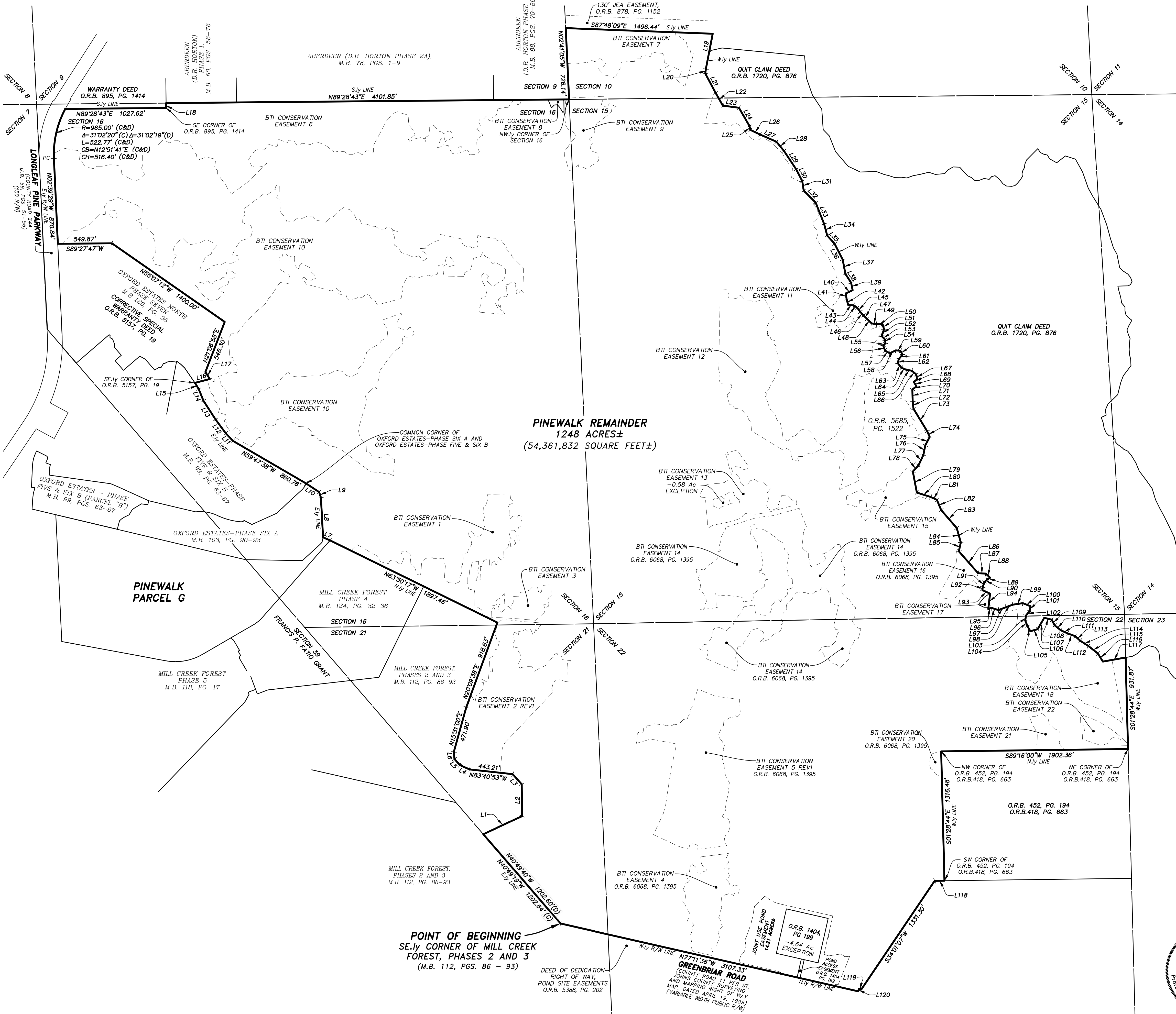
Course No. 3: run thence, North 77°11'36" West, a distance of 3,107.33 feet, to a point on the aforesaid West line of Section 21, Township 5 South, Range 27 East, (and also being the East line of The Francis P. Fatio Grant, Section 39), and the Point of Beginning.

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.

Containing 1248 acres, more or less.

SKETCH AND DESCRIPTION

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 IN SEPARATE ATTACHMENT.



LINE	BEARING	LENGTH
L1	N65°00'16"E	436.09'
L2	N00°46'58"W	324.92'
L3	N41°48'14"W	137.17'
L4	N65°40'31"W	108.53'
L5	N41°05'25"W	81.35'
L6	N04°53'24"W	71.81'
L7	N66°22'43"W	77.38'
L8	N03°07'38"W	404.85'
L9	N17°32'06"W	59.51'
L10	N56°36'32"W	158.80'
L11	N43°21'40"W	107.93'
L12	N36°38'28"W	174.42'
L13	N32°41'40"W	227.41'
L14	N22°06'50"W	127.04'
L15	N31°33'40"W	74.21'
L16	N75°12'31"E	156.65'
L17	N32°16'30"W	84.41'
L18	N00°31'17"W	50.00'
L19	S11°00'23"W	365.50'
L20	S07°20'37"W	46.17'

LINE	BEARING	LENGTH
L21	S28°20'02"E	224.30'
L22	S29°09'50"E	147.89'
L23	S82°18'24"E	165.50'
L24	S30°04'45"E	214.69'
L25	S12°44'42"E	39.78'
L26	S64°14'54"E	109.44'
L27	S66°03'41"E	182.24'
L28	S39°42'21"E	120.67'
L29	S33°34'18"E	226.32'
L30	S27°25'30"E	132.38'
L31	S08°33'24"E	98.37'
L32	S44°41'47"E	174.78'
L33	S21°27'50"E	233.47'
L34	S14°38'52"E	121.21'
L35	S42°09'06"E	113.10'
L36	S27°01'20"E	182.08'
L37	S10°25'12"E	146.24'
L38	S33°01'01"E	107.35'
L39	S11°43'23"E	77.88'
L40	S64°46'50"W	77.00'

LINE	BEARING	LENGTH
L41	S07°42'37"E	62.62'
L42	S16°01'39"E	58.31'
L43	S86°35'47"E	57.03'
L44	S55°14'43"E	43.81'
L45	S35°07'06"E	51.42'
L46	S42°27'13"E	49.23'
L47	S46°32'27"E	48.92'
L48	S44°55'17"E	65.28'
L49	S80°00'59"E	50.86'
L50	S89°10'35"E	63.09'
L51	S15°12'01"E	52.52'
L52	S18°27'04"W	74.43'
L53	S44°33'50"E	47.33'
L54	S08°28'17"E	36.56'
L55	S39°21'19"W	36.19'
L56	S21°07'08"E	51.96'
L57	S60°42'19"E	54.34'
L58	N65°00'29"E	68.12'
L59	S84°58'35"E	47.31'
L60	S29°10'50"E	43.47'

LINE	BEARING	LENGTH
L61	S38°58'47"W	60.42'
L62	S13°50'25"W	42.85'
L63	S39°29'10"E	58.15'
L64	S65°20'21"E	57.12'
L65	S81°56'19"E	53.75'
L66	S50°32'58"E	61.40'
L67	S06°28'47"E	52.80'
L68	S58°16'49"W	39.69'
L69	S31°31'33"E	55.87'
L70	S53°45'12"W	52.95'
L71	S01°46'53"E	123.80'
L72	S06°04'25"E	72.90'
L73	S31°16'18"E	271.06'
L74	S23°47'46"E	61.04'
L75	S28°04'38"W	96.04'
L76	S11°24'23"W	98.50'
L77	S24°22'54"W	119.42'
L78	S43°03'00"W	84.42'
L79	S10°51'25"E	217.94'
L80	S72°23'36"E	147.07'

LINE	BEARING	LENGTH
L81	S65°23'17"E	70.35'
L82	S22°18'50"E	112.70'
L83	S40°54'29"E	241.53'
L84	S15°51'48"E	152.32'
L85	S11°52'57"W	93.37'
L86	S41°21'03"E	296.62'
L87	S87°11'55"E	77.82'
L88	S46°52'16"E	61.04'
L89	S57°55'20"W	34.40'
L90	S48°36'29"W	37.67'
L91	S19°12'01"W	54.56'
L92	S07°26'35"W	31.27'
L93	S64°45'06"E	86.44'
L94	S06°40'34"W	157.21'
L95	N65°36'31"E	31.60'
L96	S72°21'16"E	78.88'
L97	N68°43'36"E	85.34'
L98	N70°15'54"E	69.71'
L99	N80°51'42"E	103.53'
L100	S68°04'08"E	85.72'

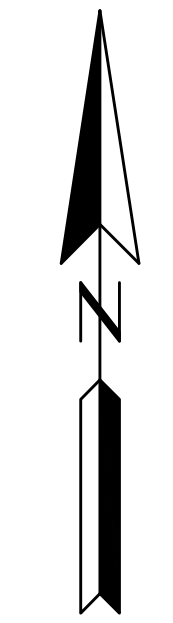
LINE	BEARING	LENGTH
L101	S11°50'31"W	50.88'
L102	S39°05'40"W	56.96'
L103	S08°20'15"W	52.12'
L104	S21°57'27"E	60.60'
L105	S28°56'13"E	60.17'
L106	N74°16'54"E	77.08'
L107	N30°06'09"E	133.79'
L108	S76°17'10"E	78.08'
L109	S27°21'36"E	64.43'
L110	S51°09'04"E	80.47'
L111	S65°04'55"E	77.67'
L112	S69°55'43"E	80.58'
L113	S48°12'01"E	69.24'
L114	S57°06'39"E	101.06'
L115	S51°32'08"E	121.75'
L116	S31°35'22"E	96.89'
L117	N79°48'02"E	235.69'
L118	S89°16'00"W	100.00'
L119	N77°16'51"W	27.29'
L120	S12°48'24"W	27.70'

GENERAL NOTES:

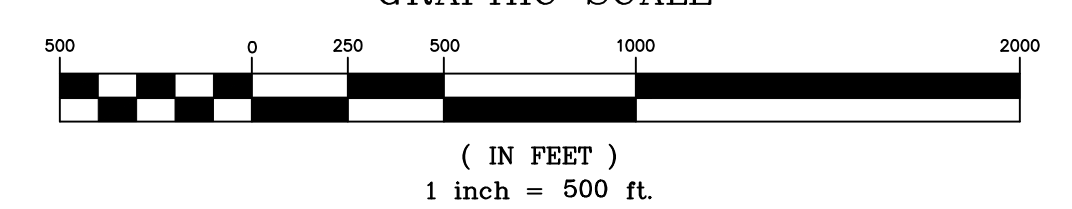
- THIS IS A BOUNDARY SURVEY AND ONLY A MAP OF THE PARCEL LINES FOR PINEWALK OVERALL.
- BEARINGS BASED ON THE NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD AS BEING NORTH 77°11'36" WEST.

LEGEND:

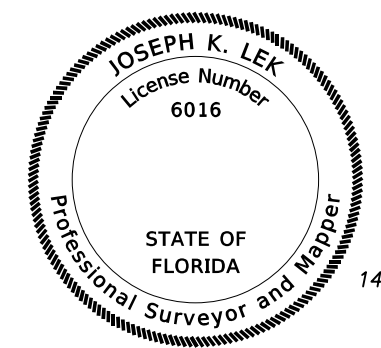
- O.R.B. OFFICIAL RECORDS BOOK
- M.B. MAP BOOK
- P.G./P.GS. PAGE(S)
- (D) DEED DATA
- (C) CALCULATED DATA
- R/W RIGHT OF WAY
- LB LICENSED BUSINESS
- LS LICENSED SURVEYOR
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE



GRAPHIC SCALE



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.

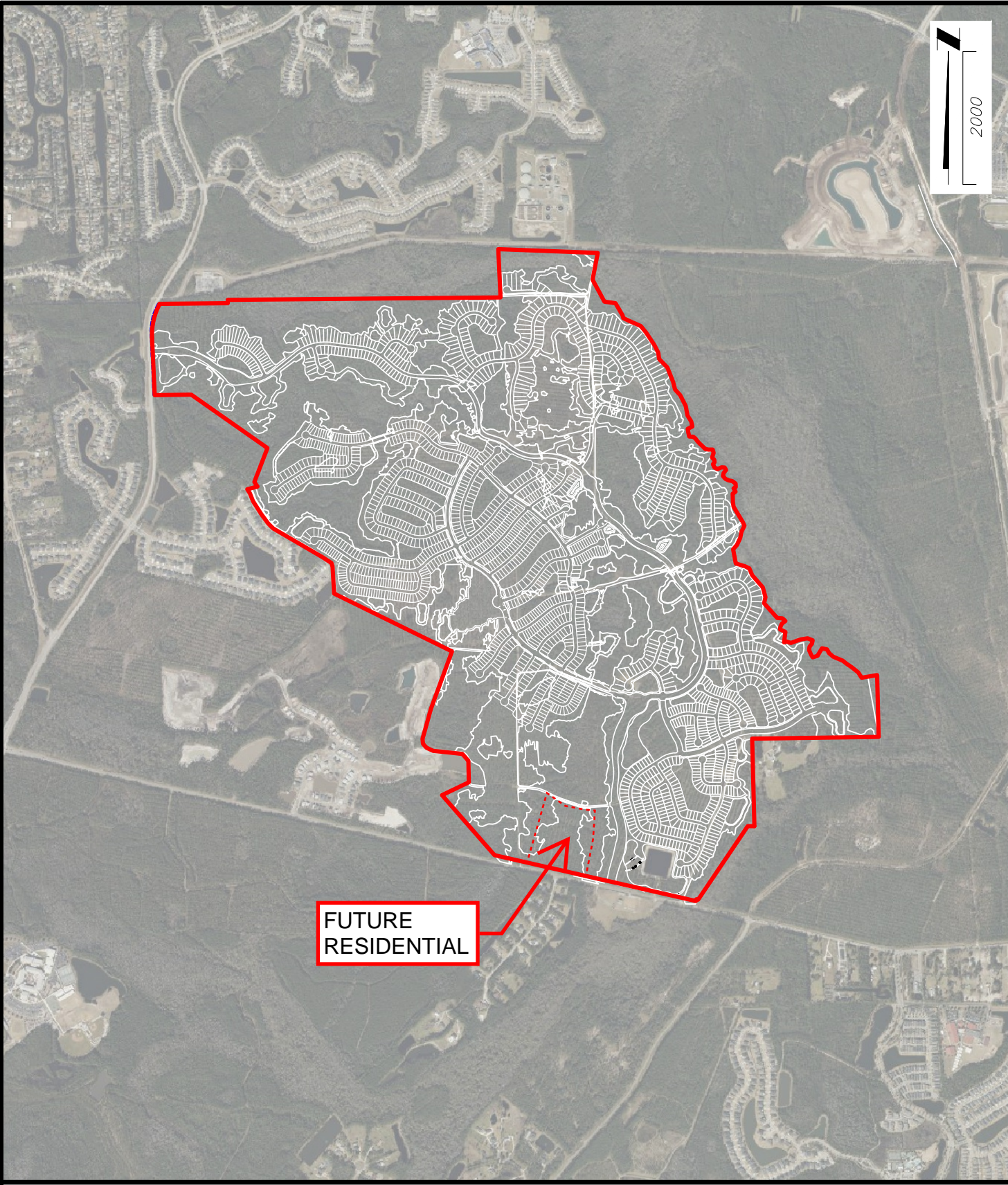


ETM
Surveying & Mapping, Inc.
VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Road, Jacksonville, FL 32258
Tel: (904) 642-8550 Fax: (904) 642-4165
Certificate of Authorization No.: LB 3624

SCALE 1"=500'
DATE JANUARY 9, 2026

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



**FUTURE
RESIDENTIAL**

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 3

GREENBRIAR

DEVELOPMENT PLAN

ETM NO. 20-250-03

DRAWN BY: CWD

DATE: JANUARY 2024

DRAWING NO. 1

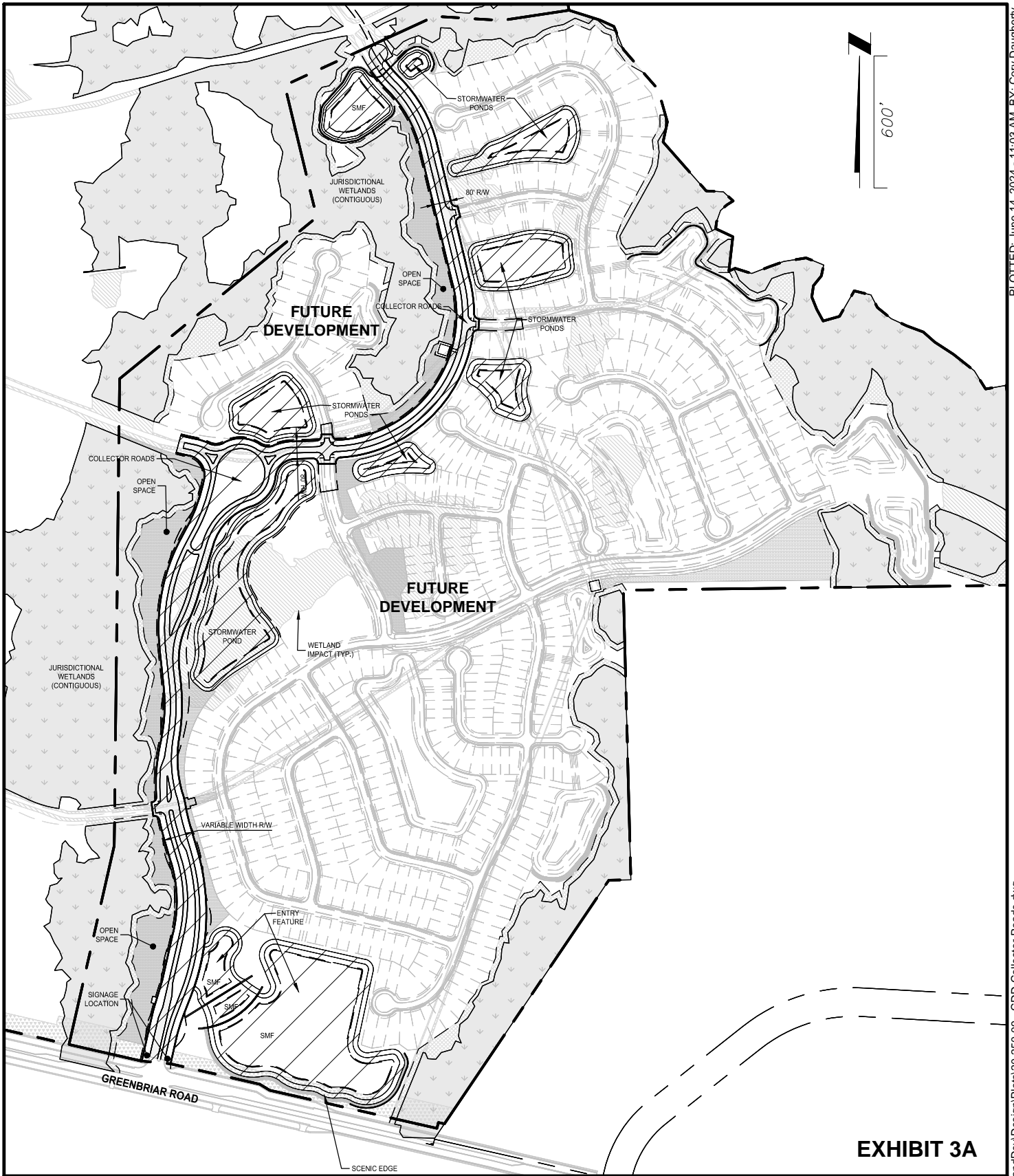


EXHIBIT 3A



ENGLAND-THIMS & MILLER

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

COLLECTOR ROADS

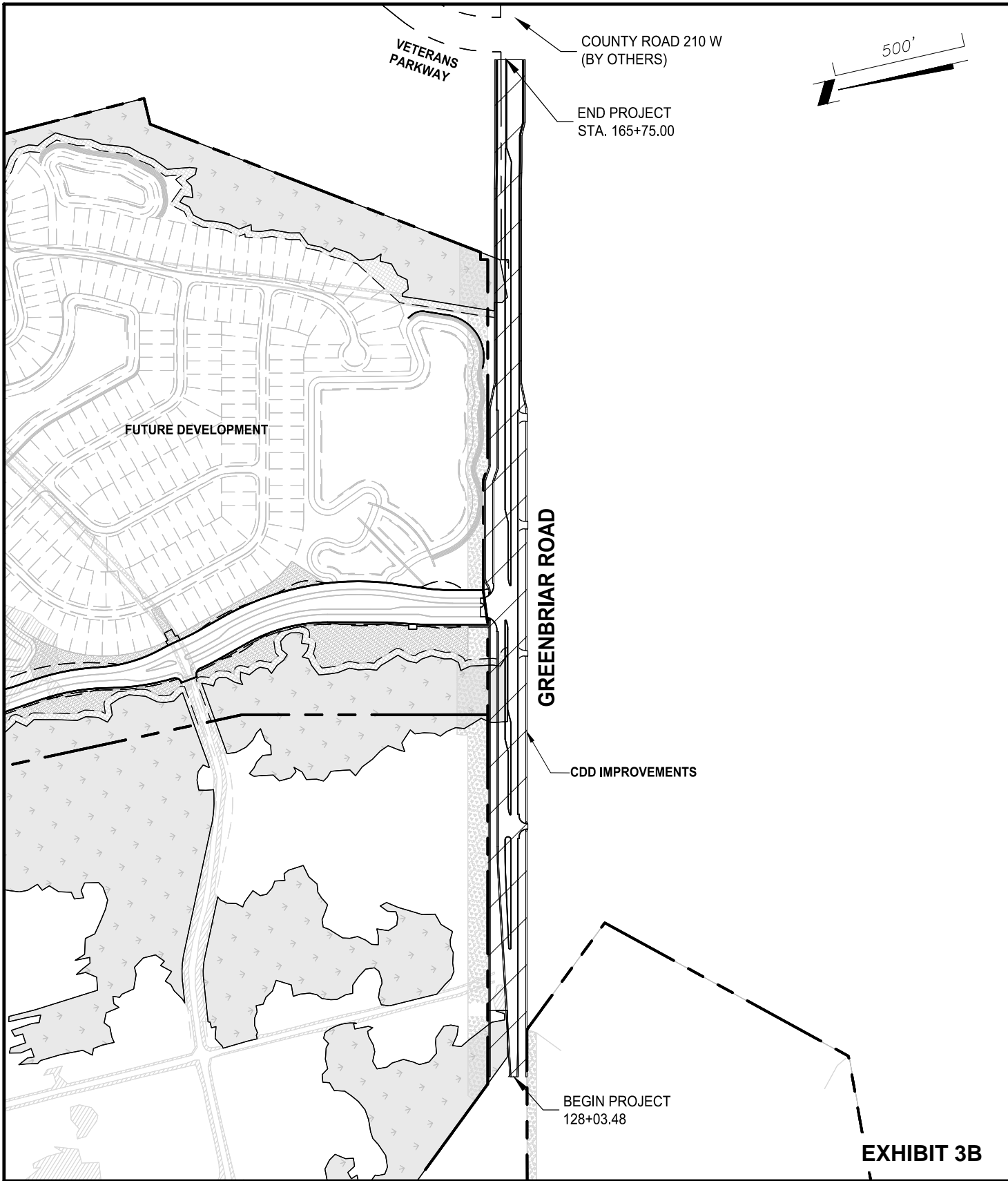
GREENBRIAR CDD

ETM NO. 20-250-09

DRAWN BY: CWD

DATE: 6/14/24

DRAWING NO. 1



PLOTTED: June 14, 2024 - 10:22 AM, BY: Tre McNealy

T:\2020\20-250\20-250-09 (CDD)\LandDev\Design\Plots\20-250-09 - CDD-Offsite.dwg


 ENGLAND-THIMS & MILLER <small>14775 Old St. Augustine Rd., Jacksonville, FL 32258 TEL: (904) 642-8990 www.etmnc.com REG - 00002584 LC - 0000316</small>	GREENBRIAR ROAD WIDENING		ETM NO. 20-250-09
	GREENBRIAR CDD		DRAWN BY: CWD
			DATE: 6/14/24
			DRAWING NO. 1

EXHIBIT 4A

TITLE LEGAL DESCRIPTION

A PORTION OF SECTIONS 15, 16, 21, AND 22, ALL LYING IN 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, AS RECORDED IN MAP BOOK 112, PAGE 86 OF SAID PUBLIC RECORDS, THENCE NORTH 63°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 SAID RECORDED PHASE 4, AS RECORDED IN MAP BOOK 124, PAGE 32 OF SAID PUBLIC RECORDS, THENCE NORTH 63°50'53" WEST, ALONG THE NORTHERLY LINE OF SAID MILL CREEK FOREST PHASE 4, A DISTANCE OF 1061.66 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE NORTH 65°58'29" WEST, DEPARTING SAID NORTHERLY LINE, 77.00 FEET TO THE EASTERLY LINE OF OXFORD ESTATES—PHASE SIX A, AS 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°08'09" WEST, 404.85 FEET; THENCE NORTH 17°32'37" WEST, 59.51 FEET; THENCE NORTH 56°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 AS 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°48'08" WEST, 860.76 FEET; COURSE 2, THENCE NORTH 43°22'10" WEST, 107.93 FEET; COURSE 3, THENCE NORTH 36°38'58" WEST, 174.42 FEET; COURSE 4, THENCE NORTH 32°42'10" WEST, 227.41 FEET; COURSE 5, THENCE NORTH 22°07'20" WEST, 127.04 FEET; COURSE 6, THENCE NORTH 31°34'10" WEST, 74.21 FEET TO THE SOUTHEASTERLY CORNER OF OXFORD ESTATES NORTH PHASE SEVEN, AS RECORDED IN MAP BOOK 120, PAGE 36, OF SAID PUBLIC RECORDS, THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID OXFORD ESTATES NORTH PHASE SEVEN, THE FOLLOWING 5 COURSES: COURSE 1, THENCE NORTH 52°06'53" EAST, 156.65 FEET; COURSE 2, THENCE NORTH 32°17'23" WEST, 84.41 FEET; COURSE 3, THENCE NORTH 21°06'05" EAST, 546.30 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTH 34°13'16" EAST, 1032.44 FEET; THENCE SOUTH 78°40'27" EAST, 1504.65 FEET; THENCE NORTH 25°06'43" EAST, 295.74 FEET; THENCE SOUTH 88°50'50" EAST, 496.91 FEET; THENCE SOUTH 36°41'22" EAST, 488.30 FEET; THENCE NORTH 87°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°21'09", AN ARC LENGTH OF 324.01 FEET TO THE POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°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°09'07", AN ARC LENGTH OF 250.10 FEET TO THE POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°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°04'01", AN ARC LENGTH OF 682.75 FEET TO THE POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 72°32'14" EAST, 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°17'02", AN ARC LENGTH OF 256.90 FEET TO THE POINT OF COMPOUND CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°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°37'24", AN ARC LENGTH OF 286.82 FEET TO THE POINT OF COMPOUND CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°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°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°43'44" EAST, 174.94 FEET; THENCE SOUTH 87°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°25'33", AN ARC LENGTH OF 102.92 FEET TO THE POINT OF COMPOUND CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°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°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°22'28" WEST, 20.29 FEET; THENCE SOUTH 36°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°42'47", AN ARC LENGTH OF 62.07 FEET TO THE POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38°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°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°37'58" WEST, 43.05 FEET; THENCE SOUTH 66°04'32" WEST, ALONG A NON-TANGENT LINE, 24.61 FEET; THENCE SOUTH 40°31'16" EAST, 61.73 FEET; THENCE SOUTH 72°01'43" EAST, 29.20 FEET; THENCE SOUTH 71°39'04" EAST, 370.50 FEET; THENCE NORTH 78°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°22'00", AN ARC LENGTH OF 106.83 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°54'38" EAST, 195.58 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 30°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°08'58" WEST, 13.05 FEET; THENCE SOUTH 45°03'56" EAST, 98.89 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°29'00", AN ARC LENGTH OF 106.83 FEET TO A POINT ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°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°09'16" WEST, 103.79 FEET; THENCE SOUTH 18°59'04" EAST, 161.59 FEET; THENCE NORTH 71°07'08" EAST, 47.68 FEET; THENCE NORTH 28°17'57" EAST, 30.58 FEET; THENCE NORTH 75°17'24" EAST, 79.19 FEET; THENCE NORTH 84°18'09" EAST, 22.32 FEET; THENCE SOUTH 25°23'58" EAST, 1549.98 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 6124, PAGE 141, OF SAID PUBLIC RECORDS, THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE NORTHERLY LINE, WESTERLY LINE, AND SOUTHERLY LINE, THE FOLLOWING 6 COURSES: COURSE 1, THENCE SOUTH 50°40'22" WEST, 1157.85 FEET; COURSE 2, THENCE SOUTH 00°39'18" WEST, 130.91 FEET; COURSE 3, THENCE SOUTH 67°57'16" EAST, 169.91 FEET; COURSE 4, THENCE SOUTH 78°35'14" EAST, 9.38 FEET; COURSE 5, 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; COURSE 6, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°54'08", 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 THE 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 58°53'13", AN ARC LENGTH OF 68.28 FEET TO THE 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°18'15" 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 78°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 THE POINT OF COMPOUND CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°41'39" 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°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°37'00" WEST, 101.60 FEET; THENCE NORTH 89°20'42" WEST, ALONG A NON-TANGENT LINE, 384.99 FEET; THENCE SOUTH 00°39'18" WEST, 233.66 FEET; THENCE SOUTH 78°27'11" WEST, 407.59 FEET; THENCE NORTH 79°17'07" WEST, 267.20 FEET; THENCE SOUTH 73°34'35" WEST, 181.10 FEET; THENCE NORTH 88°44'56" WEST, 262.24 FEET; THENCE NORTH 43°19'55" WEST, 767.11 FEET; THENCE NORTH 69°24'17" WEST, 422.93 FEET; THENCE NORTH 21°05'54" WEST, 562.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 412.77 ACRES, MORE OR LESS.

GENERAL NOTES:

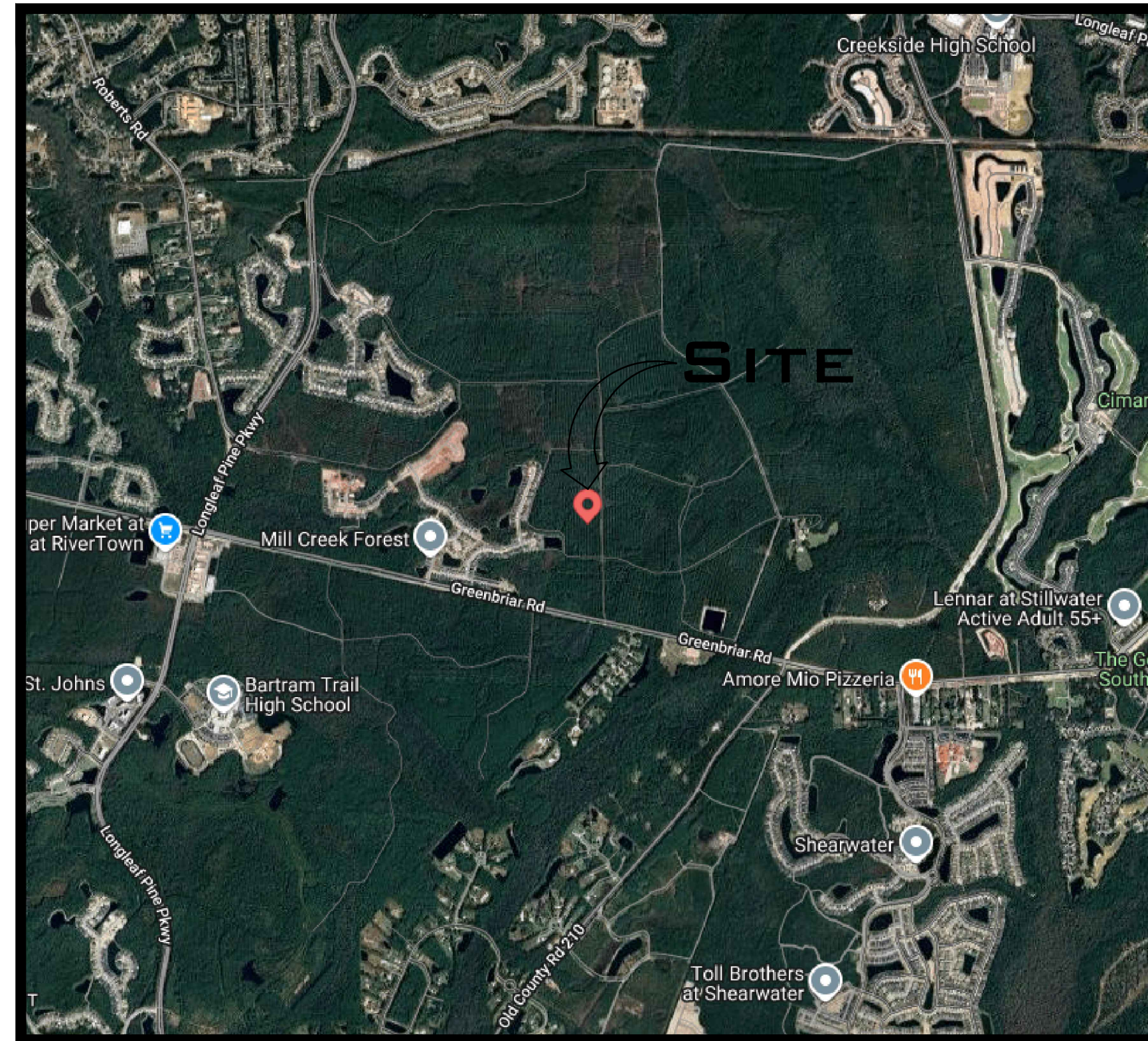
- 1. THIS IS A BOUNDARY SURVEY. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE PER FLORIDA RULE 5J-17.053 STANDARDS OF PRACTICE - PROFESSIONAL MATTERS IN SURVEYING AND MAPPING. THIS SURVEY MEETS OR EXCEEDS THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS FOR TITLE INSURANCE PURPOSES, AUTHORIZED BY TAYLOR MORRISON ON 4/12/25 FOR THE USE OF SPECIFIED PARTIES.
2. BEARINGS SHOWN HEREON ARE BASED ON THE LINE OF MILL CREEK FOREST PHASES 2 AND 3, AS RECORDED IN MAP BOOK 112, PAGE 86 AS HAVING A BEARING OF NORTH 63°49'51" WEST.
3. ACCORDING TO FEMA MAPS, THE PROPERTY DESCRIBED HEREON FALLS IN FLOOD ZONES "X" AND "A", PER FEMA FLOOD MAPS 12109C0153J, 12109C0154J, 12109C0161J, AND 12109C0162J, EFFECTIVE 12/7/2018. THE SURVEY DOES NOT DETERMINE FLOOD RISK. FOR FLOOD DETERMINATION, CONSULT THE LOCAL BUILDING DEPARTMENT OR CUSTODIAL FLOOD AGENCY.
4. NOTE THAT ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT FOUND IN PUBLIC RECORDS MAY AFFECT THE PROPERTY.
5. NO INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR TITLE EVIDENCE WAS CONDUCTED BY THE SURVEYOR. INFORMATION IS BASED ON THE OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY'S ALTA TITLE COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER 25018342 Examiner - MH3, DATED JANUARY 15, 2026.
8. UNDERGROUND UTILITY LOCATIONS ARE BASED ON VISIBLE MARKERS AND DO NOT REPRESENT A COMPREHENSIVE SURVEY OF UNDERGROUND FEATURES.
9. THE MATHEMATICAL CLOSURE OF THE SURVEYED BOUNDARY EXCEEDS THE ACCURACY STANDARDS FOR AN URBAN CLASS SURVEY AS DEFINED BY ACSM AND ALTA.
10. THIS SURVEY IS PREPARED FOR THE NAMED ENTITIES AND IS NOT TRANSFERABLE. REPRODUCTION WITHOUT WRITTEN CONSENT FROM THE SIGNING SURVEYOR IS PROHIBITED.
11. THE WORD "CERTIFIED" EXPRESSES THE PROFESSIONAL OPINION OF THE SURVEYOR BASED ON KNOWLEDGE, INFORMATION, AND BELIEF, WITHOUT CONSTITUTING A GUARANTEE OR WARRANTY.
12. PRINTED DIMENSIONS ON THE MAP OF SURVEY TAKE PRECEDENCE OVER SCALED DIMENSIONS. SOME ITEMS MAY BE DRAWN OUT OF SCALE FOR CLARITY.

ALTA/NSPS TABLE A NOTES:

- NUMBERS CORRESPOND TO THE TABLE A NUMBERS.
1. MONUMENTS FOUND AND SET ARE SHOWN HEREON.
2. SITE ADDRESS IS GREENBRIAR ROAD, ST JOHNS COUNTY, FLORIDA 32837 PER THE ST JOHNS COUNTY PROPERTY APPRAISER WEB SITE. SITE IS A PORTION OF PARCEL ID 0098710000, 0098730000, 0098800000, 0099100010, AND 009920001.
3. PROPERTY DESCRIBED HEREON FALLS IN FLOOD ZONES "X" AND "A", PER FEMA FLOOD MAPS 12109C0153J, 12109C0154J, 12109C0161J, AND 12109C0162J, EFFECTIVE 12/7/2018.
4. GROSS LAND AREA OF THE PROPERTY DESCRIBED HEREON IS 412.77 ACRES.
6(a). ZONING REPORT WAS NOT PROVIDED.
6(b). ZONING REPORT WAS NOT PROVIDED.
7(a). NO BUILDINGS OBSERVED ON THE PROPERTY DESCRIBED HEREON.
8. SUBSTANTIAL FEATURES ARE SHOWN.
13. ADJACENT OWNERS NOTED ACCORDING TO THE ST JOHNS COUNTY PROPERTY APPRAISER'S WEB SITE.
14. DISTANCE TO NEAREST STREET SHOWN HEREON.
18. APPURTENANT EASEMENTS DISCLOSED IN DOCUMENTS SHOWN HEREON.

ALTA/NSPS LAND TITLE SURVEY
PINEWALK PARCEL 3

PROPERTY ADDRESS: COUNTY ROAD 210 W, SAINT JOHNS, FL
LONGLEAF PINE PKWY, SAINT JOHNS, FL
GREENBRIAR RD, SAINT JOHNS, FL



VICINITY MAP

LEGEND (AS APPLICABLE)

Table with 2 columns: Symbol and Description. Includes symbols for concrete monument found, rebar found, electric meter, rebar set, water faucet, sanitary cleanout, mag nail set, solid iron pin set, aerial target set, disk monument found, iron pipe found, other survey monument found, benchmark found, hydrant, transformer, pole, sanitary manhole, bollard concrete, electric transformer, air conditioning unit, flag pole, mag nail set, service box cable, propane tank, catch basin, water valve, guy wire anchor, guy pole, monitoring well, EOI - water, water meter, catch basin, storm manhole, benchmark found, sanitary manhole, tree, water backflow preventer, light pole, water valve, fire hydrant, electric panel, water meter, mag nail found, post/bollard.

SCHEDULE B-II TITLE EXCEPTIONS

COMMITMENT NUMBER: 25018342 EXAMINER - MH3
EFFECTIVE: JANUARY 15, 2026 AT 8:00 AM;
FILE NUMBER: 76333.0002
ADDRESS REFERENCE: COUNTY ROAD 210 W, SAINT JOHNS, FL LONGLEAF PINE PKWY, SAINT JOHNS, FL GREENBRIAR RD, SAINT JOHNS, FL

TITLE EXCEPTIONS:

- 1. NOT A SURVEY MATTER
2. NOT A SURVEY MATTER
3. NOT A SURVEY MATTER
4. NOT A SURVEY MATTER
5. NOT A SURVEY MATTER
6. NOT A SURVEY MATTER
7. INTENTIONALLY DELETED
8. INTENTIONALLY DELETED
9. INTENTIONALLY DELETED
10. INTENTIONALLY DELETED
11. TERMS AND CONDITIONS FOR CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT BY AND BETWEEN HELOW PROPERTIES, LTD., A FLORIDA LIMITED PARTNERSHIP, ITS SUCCESSOR OR ASSIGNS, AND ST. JOHNS COUNTY RECORDED JUNE 17, 2021, IN OFFICIAL RECORDS BOOK 5293, PAGE 1799, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY UNABLE TO DEPICT GRAPHICALLY.
12. INTENTIONALLY DELETED
13. DECLARATION OF RESTRICTIVE COVENANT RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1532, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. AFFECTS BLANKETS SUBJECT PARCEL.
14. TERMS AND CONDITIONS OF THE GREENBRIAR HELOW DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5697, PAGE 660 AND OFFICIAL RECORDS BOOK 5697, PAGE 680, AS ASSIGNED BY THE ASSIGNMENT OF GREENBRIAR HELOW DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5714, PAGE 1394 AND AS AMENDED BY FIRST AMENDED RECORDED IN OFFICIAL RECORDS BOOK 6057, PAGE 860, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. AFFECTS BLANKETS SUBJECT PROPERTY.
15. DEVELOPMENT AGREEMENT AND SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5806, PAGE 1613, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. AFFECTS BLANKETS SUBJECT PARCEL.
16. TERMS AND CONDITIONS CONTAINED IN THE DEED OF CONSERVATION EASEMENT STANDARD RECORDED IN OFFICIAL RECORDS BOOK 6068, PAGE 1395, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. AFFECTS SHOWN HEREON.
17. INTENTIONALLY DELETED
18. INTENTIONALLY DELETED
19. TERMS AND CONDITIONS CONTAINED IN THE TEMPORARY CONSTRUCTIONS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 6094, PAGE 570, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. AFFECTS BLANKETS SUBJECT PARCEL.
20. INTENTIONALLY DELETED
21. INTENTIONALLY DELETED
22. INTENTIONALLY DELETED
23. INTENTIONALLY DELETED
24. INTENTIONALLY DELETED
25. NOT A SURVEY MATTER
26. INTENTIONALLY DELETED
27. INTENTIONALLY DELETED
28. TERMS AND CONDITIONS CONTAINED IN THE DRAINAGE EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6124, PAGE 200, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. DOES NOT AFFECT SUBJECT PROPERTY. SHOWN HEREON.
29. SURVEY PREPARED BY SURVEYING & MAPPING, LLC, UNDER JOB/CIENT 1025098147 DATED MAY 27, 2025, DOES NOT DISCLOSE ANY OBJECTIONABLE MATTERS.
30. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 6186, PAGE 923, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. AFFECTS BLANKETS SUBJECT PARCEL, NOT AN ENCUMBRANCE.

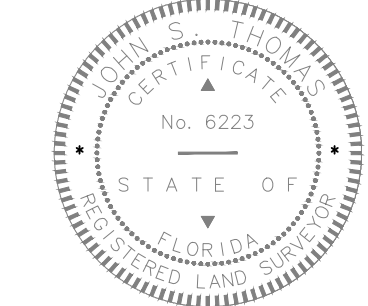
SURVEYORS CERTIFICATION:

CERTIFIED TO:
TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, ITS SUCCESSORS AND OR ASSIGNS
GREENBRIAR PROPERTY HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
GUNSTER YOAKLEY & STEWART, P.A.
MORRIS MANNING & MARTIN, LLP
GREENSPOON WARDER, LP

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 8, 13, 14, AND 18 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON 5/27/25.

DATE OF PLAT OR MAP: 1/30/2026

Signature of John S. Thomas, Surveyor and Mapper No. 6223.



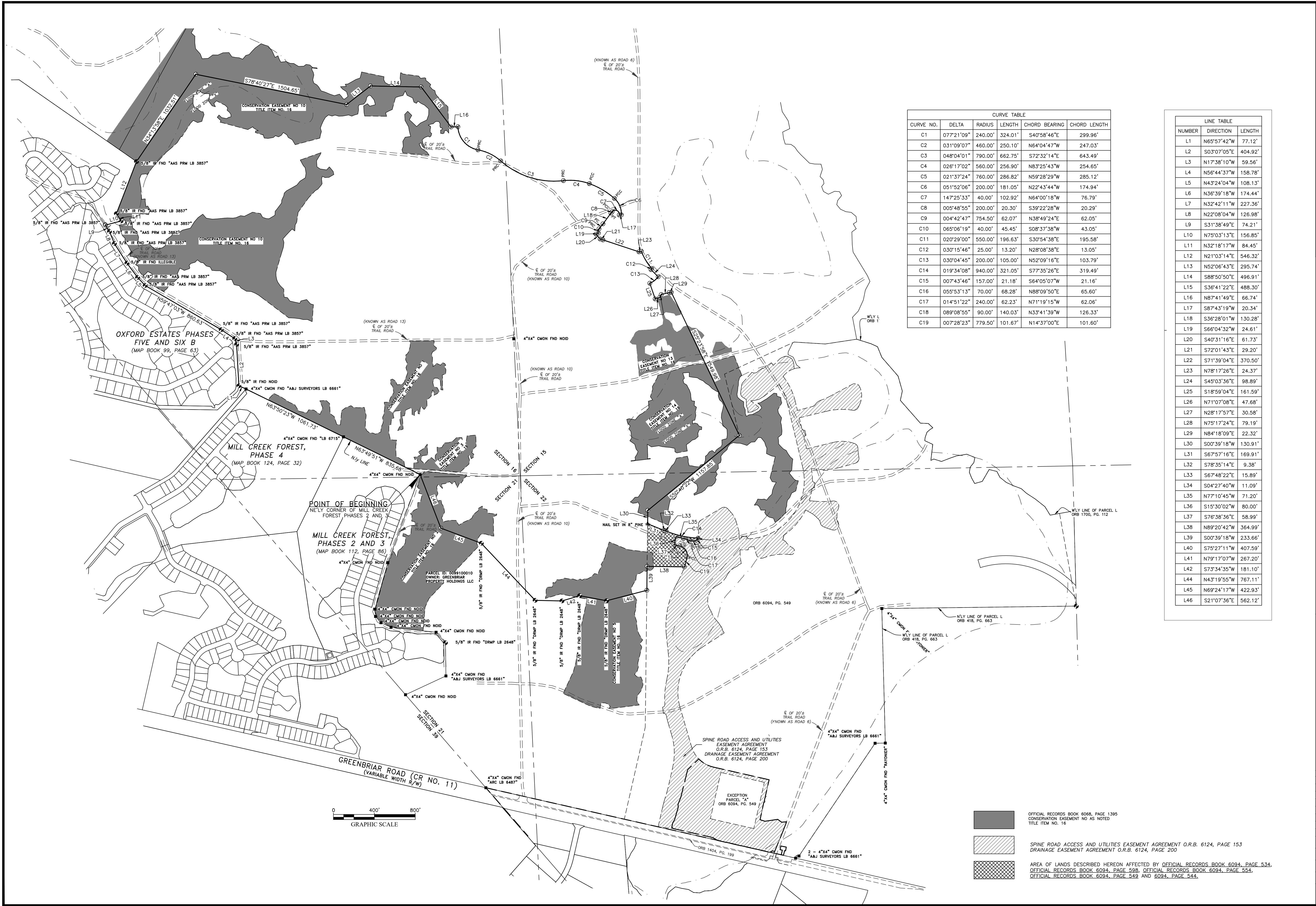
JOHN S. THOMAS P.S.M.
SAM LLC LICENSE BUSINESS NO. 7908
FLORIDA SURVEYOR AND MAPPER NO. 6223



ALTA - NSPS LAND TITLE SURVEY
PROPERTY ADDRESS: COUNTY ROAD 210 W, SAINT JOHNS, FL
LONGLEAF PINE PKWY, SAINT JOHNS, FL
GREENBRIAR RD, SAINT JOHNS, FL

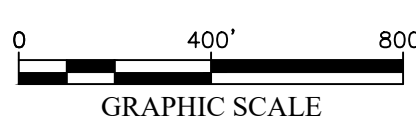
Table with 2 columns: DATE and REVISIONS. Shows dates 5/30/25, 1/30/26, 2/13/26 and corresponding revision actions.

DRAWN BY: TJM
PARTY CHECK: JS
JOB #: 1025098147
FB #: 77

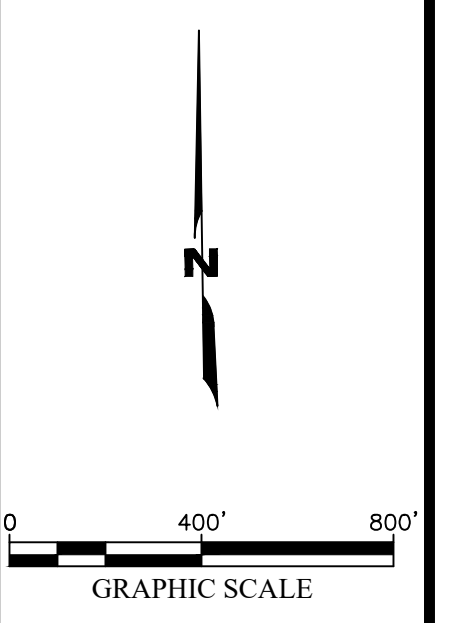


CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	077°21'09"	240.00'	324.01'	S40°58'46"E	299.96'
C2	031°09'07"	460.00'	250.10'	N64°04'47"W	247.03'
C3	048°04'01"	790.00'	662.75'	S72°32'14"E	643.49'
C4	026°17'02"	560.00'	256.90'	N83°25'43"W	254.65'
C5	021°37'24"	760.00'	286.82'	N59°28'29"W	285.12'
C6	051°52'06"	200.00'	181.05'	N22°43'44"W	174.94'
C7	147°25'33"	40.00'	102.92'	N64°00'18"W	76.79'
C8	005°48'55"	200.00'	20.30'	S39°22'28"W	20.29'
C9	004°42'47"	754.50'	62.07'	N38°49'24"E	62.05'
C10	065°06'19"	40.00'	45.45'	S08°37'38"W	43.05'
C11	020°29'00"	550.00'	196.63'	S30°54'38"E	195.58'
C12	030°15'46"	25.00'	13.20'	N28°08'38"E	13.05'
C13	030°04'45"	200.00'	105.00'	N52°09'16"E	103.79'
C14	019°34'08"	940.00'	321.05'	S77°35'26"E	319.49'
C15	007°43'46"	157.00'	21.18'	S64°05'07"W	21.16'
C16	055°53'13"	70.00'	68.28'	N88°09'50"E	65.60'
C17	014°51'22"	240.00'	62.23'	N71°19'15"W	62.06'
C18	089°08'55"	90.00'	140.03'	N33°41'39"W	126.33'
C19	007°28'23"	779.50'	101.67'	N14°37'00"E	101.60'

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N65°57'42"W	77.12'
L2	S03°07'05"E	404.92'
L3	N17°38'10"W	59.56'
L4	N56°44'37"W	158.78'
L5	N43°24'04"W	108.13'
L6	N36°39'18"W	174.44'
L7	N32°42'11"W	227.36'
L8	N22°08'04"W	126.98'
L9	S31°38'49"E	74.21'
L10	N75°03'13"E	156.85'
L11	N32°18'17"W	84.45'
L12	N21°03'14"E	546.32'
L13	N52°06'43"E	295.74'
L14	S88°50'50"E	496.91'
L15	S36°41'22"E	488.30'
L16	N87°41'49"E	66.74'
L17	S87°43'19"W	20.34'
L18	S36°28'01"W	130.28'
L19	S66°04'32"W	24.61'
L20	S40°31'16"E	61.73'
L21	S72°01'43"E	29.20'
L22	S71°39'04"E	370.50'
L23	N78°17'26"E	24.37'
L24	S45°03'36"E	98.89'
L25	S18°59'04"E	161.59'
L26	N71°07'08"E	47.68'
L27	N28°17'57"E	30.58'
L28	N75°17'24"E	79.19'
L29	N84°18'09"E	22.32'
L30	S00°39'18"W	130.91'
L31	S67°57'16"E	169.91'
L32	S78°35'14"E	9.38'
L33	S67°48'22"E	15.89'
L34	S04°27'40"W	11.09'
L35	N77°10'45"W	71.20'
L36	S15°30'02"W	80.00'
L37	S76°38'36"E	58.99'
L38	N89°20'42"W	364.99'
L39	S00°39'18"W	233.66'
L40	S75°27'11"W	407.59'
L41	N79°17'07"W	267.20'
L42	S73°34'35"W	181.10'
L44	N43°19'55"W	767.11'
L45	N69°24'17"W	422.93'
L46	S21°07'36"E	562.12'



ALTA - NSPS LAND TITLE SURVEY
PROPERTY ADDRESS: COUNTY ROAD 210 W, SAINT JOHNS, FL
LONGLEAF PINE PKWY, SAINT JOHNS, FL
GREENBRIAR RD, SAINT JOHNS, FL



DATE:	REVISIONS:
5/30/25	ADD DATES
1/30/26	REVISED TITLE
2/13/26	PER COMMENTS
DRAWN BY: TJM	
PARTY CHECK: JS	
JOB #:	1025098147
FB #:	77
NOT VALID WITHOUT ALL SHEETS	
2 OF 2	

OFFICIAL RECORDS BOOK 6068, PAGE 1395
CONSERVATION EASEMENT NO AS NOTED
TITLE ITEM NO. 16

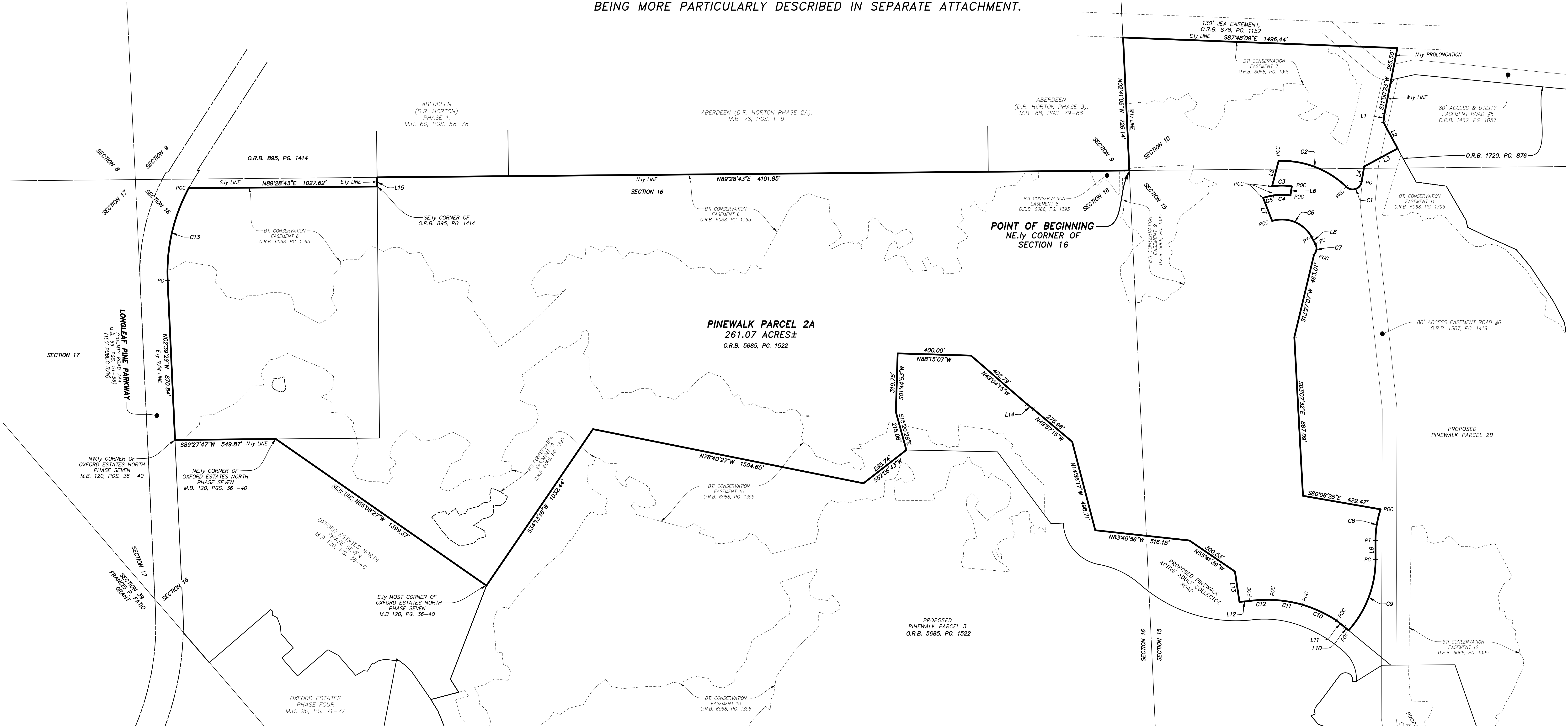
SPINE ROAD ACCESS AND UTILITIES EASEMENT AGREEMENT O.R.B. 6124, PAGE 153
DRAINAGE EASEMENT AGREEMENT O.R.B. 6124, PAGE 200

AREA OF LANDS DESCRIBED HEREON AFFECTED BY OFFICIAL RECORDS BOOK 6094, PAGE 534.
OFFICIAL RECORDS BOOK 6094, PAGE 598. OFFICIAL RECORDS BOOK 6094, PAGE 554.
OFFICIAL RECORDS BOOK 6094, PAGE 549 AND 6094, PAGE 544.

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

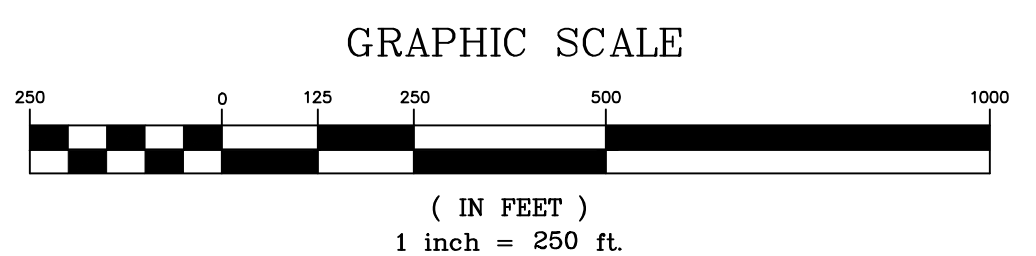
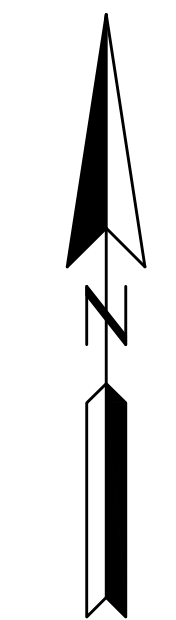
POINT OF BEGINNING
NE.ly CORNER OF
SECTION 16

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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 VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 642-8550 Fax: (904) 642-4165
 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 $80^{\circ}08'25''$

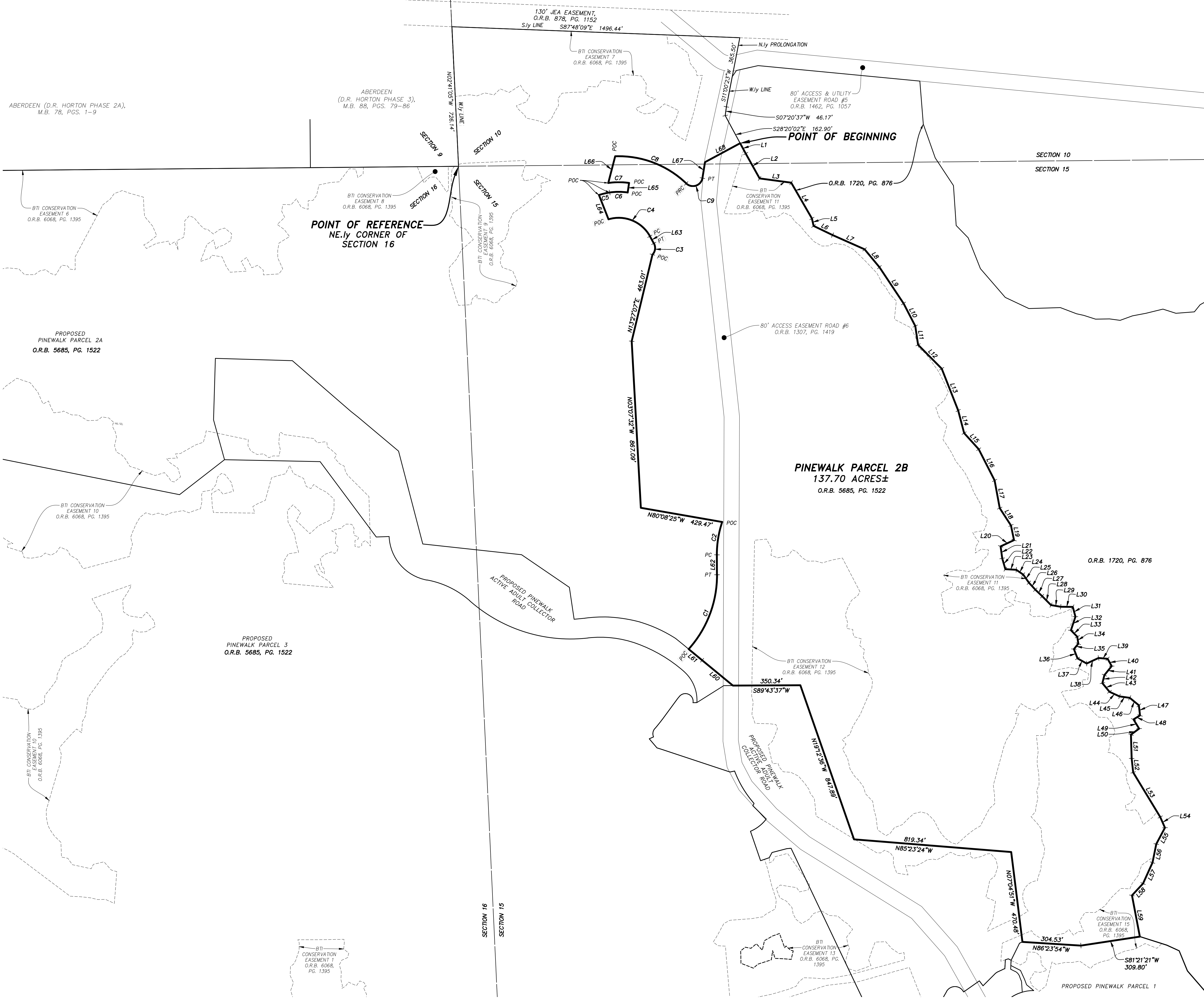
Parcel 2A (continued)

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'

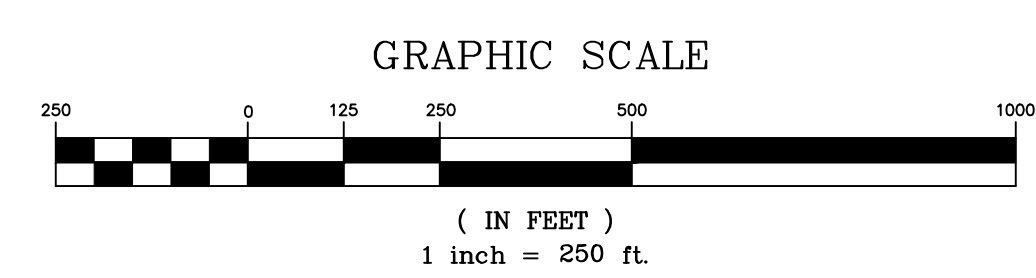
LINE	BEARING	LENGTH
L41	S38°58'47"W	60.42'
L42	S13°50'25"W	42.85'
L43	S39°29'10"E	58.15'
L44	S65°20'21"E	57.12'
L45	S81°56'19"E	53.75'
L46	S50°32'58"E	61.40'
L47	S06°28'47"E	52.80'
L48	S58°16'49"W	39.69'
L49	S31°31'33"E	55.87'
L50	S53°45'12"W	52.95'
L51	S01°46'53"E	123.80'
L52	S06°04'25"E	72.90'
L53	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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 14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 642-8550 Fax: (904) 642-4165
 Certificate of Authorization No.: LB 3624

SCALE 1"=250'
 DATE JANUARY 28, 2026
 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

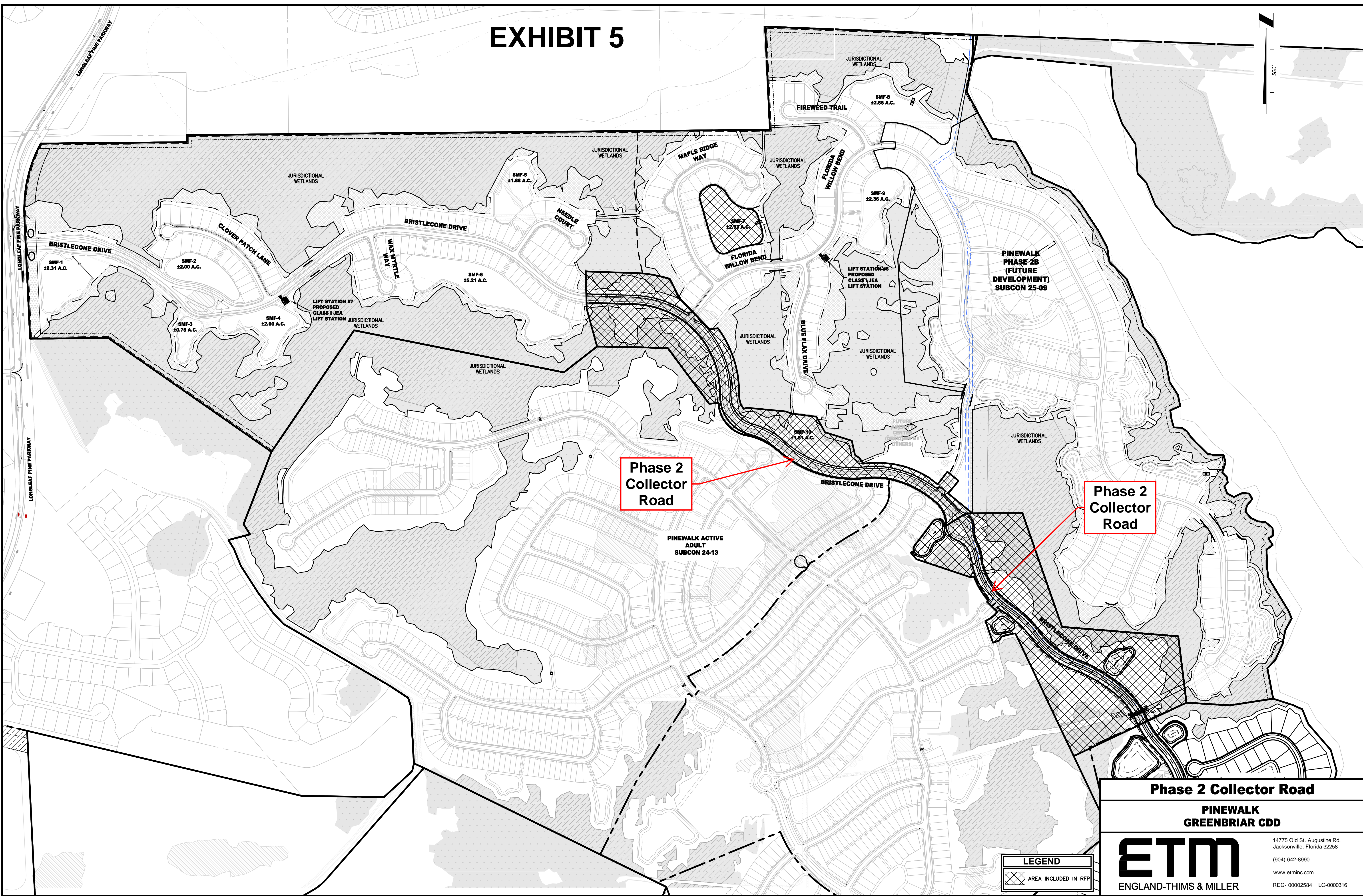
Parcel 2B (continued)

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

PINWALK ACTIVE
ADULT
SUBCON 24-13

LEGEND	
	AREA INCLUDED IN RFP

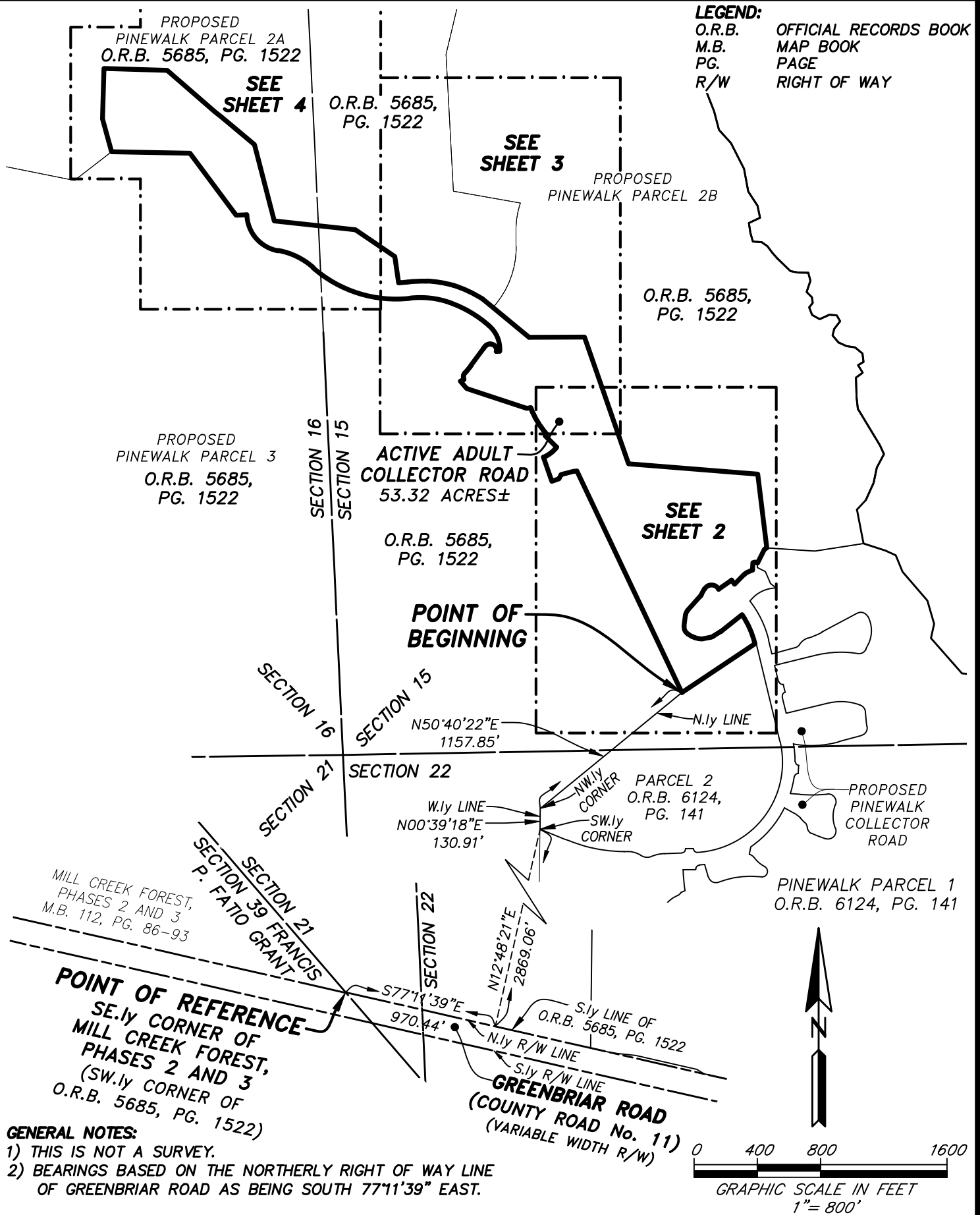
Phase 2 Collector Road
PINWALK GREENBRIAR CDD

ETM
ENGLAND-THIMS & MILLER

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

F:\2020\20-250-20-13\LandDev\Design\Plan\Exhibits\2025-08-27-RFP-EXHIBIT-20-250-13.dwg PLOTTED: August 26, 2025 8:23 PM, BY: Marc Sturmlow

**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.**



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

SHEET 1 OF 5

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.

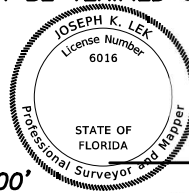
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Trusted
Advisors,
Creating
Community.

14775 Old St. Augustine Rd.
Jacksonville, Florida 32258

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Certificate of Authorization No: LB 3624



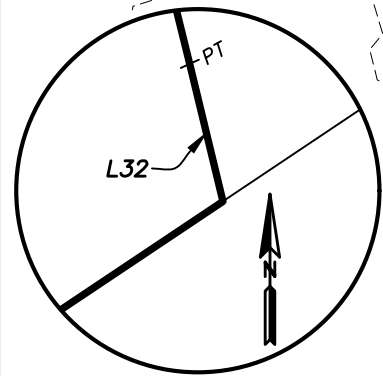
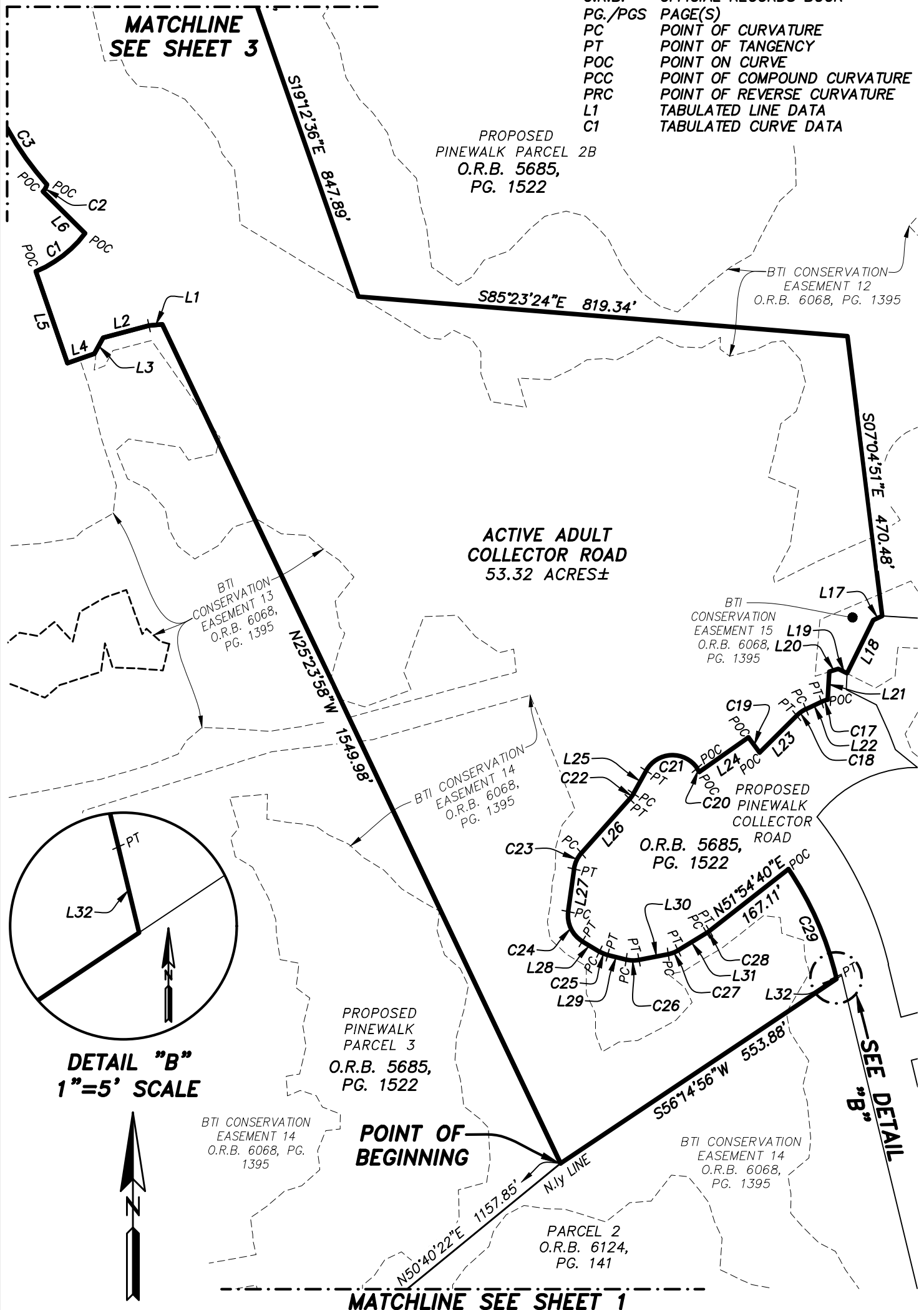
Joseph K. Lek

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

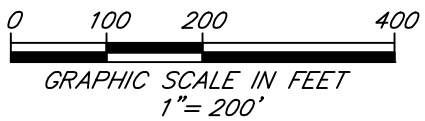
A PORTION OF SECTIONS 15, AND 16, TOWNSHIP 5 SOUTH, RANGE 27 EAST,
ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED
AND RECORDED IN OFFICIAL RECORDS BOOK 5685, PAGE 1522,
OF THE PUBLIC RECORDS OF SAID COUNTY.

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,
 ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED
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- 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

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

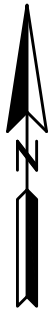
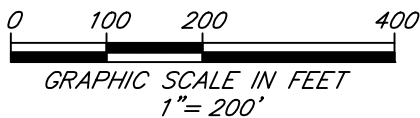
O.R.B. 5685,
 PG. 1522

ACTIVE ADULT
 COLLECTOR ROAD
 53.32 ACRES±

PROPOSED
 PINEWALK PARCEL 3

MATCHLINE SEE SHEET 4

MATCHLINE SEE SHEET 2



SHEET 3 OF 5

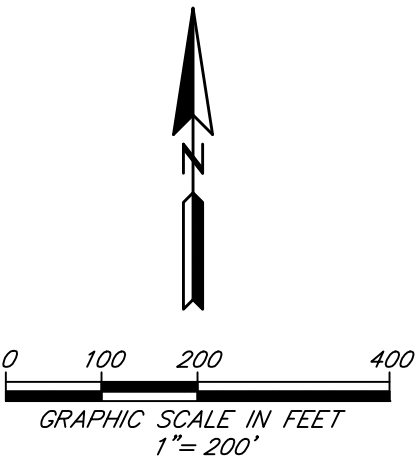
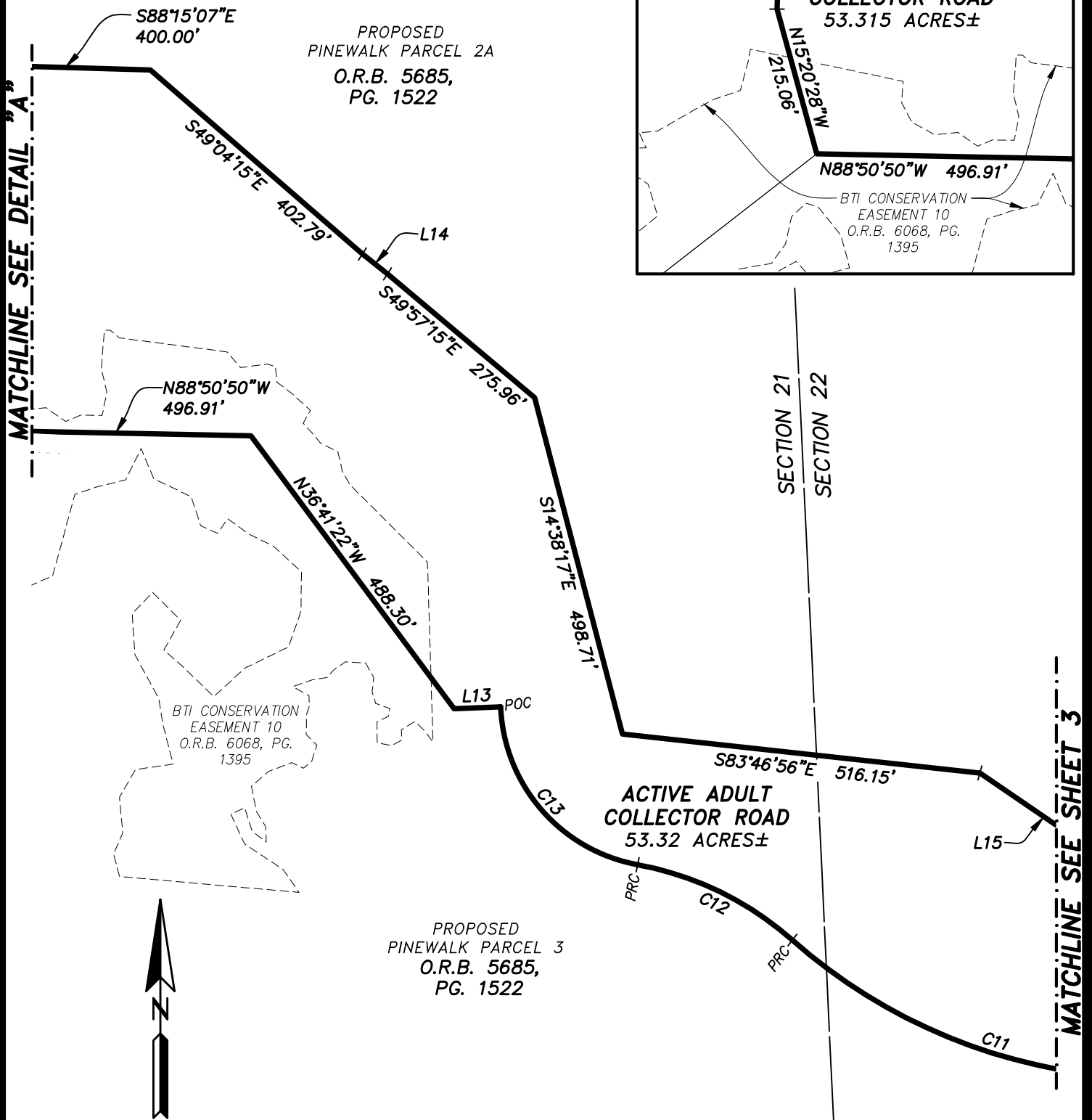
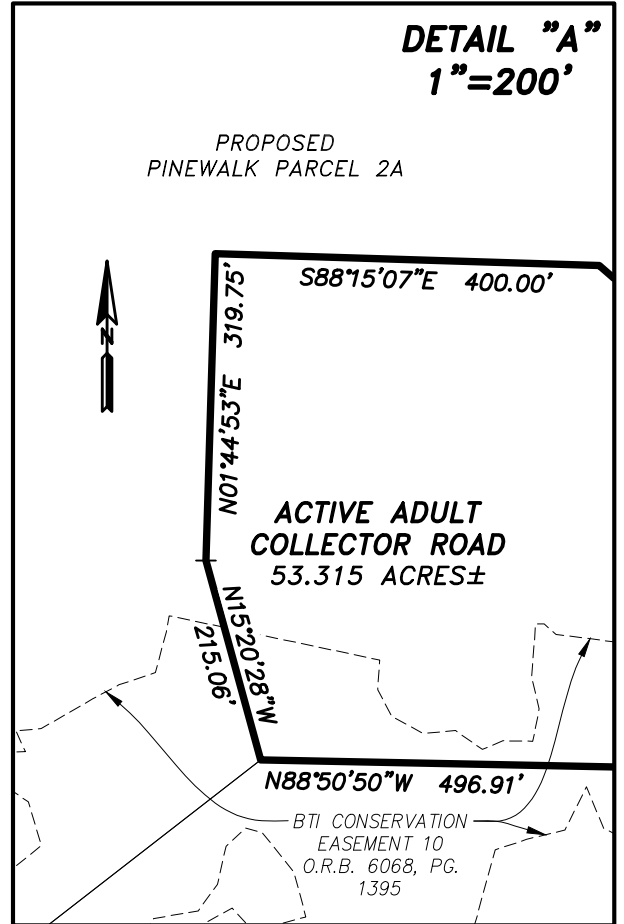
SEE SHEET 1 FOR GENERAL NOTES.
 SEE SHEET 5 FOR LINE TABLES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
 14775 OLD ST. AUGUSTINE ROAD
 JACKSONVILLE, FL 32258 (904) 642-8550
 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
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OF THE PUBLIC RECORDS OF SAID COUNTY.

LEGEND:

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- PC POINT OF CURVATURE
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- 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:
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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

10

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

Preliminary Second Supplemental Special Assessment Methodology Report

June 11, 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 dated February 6, 2024, as amended by the Amended and Restated Master Special Assessment Methodology Report dated October 8, 2025 (together, the "Master Report") 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, as amended by the Amended and Restated Engineer's Report dated October 8, 2025, and as supplemented on June 9, 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 is generally located north of Greenbriar Road, west of Veterans Parkway and east of Longleaf Pine Parkway. The District underwent a boundary amendment which removed 56.57 acres from its boundaries, on which approximately 108 single-family units were planned. After the boundary amendment, the District consists of 1,247.98 acres planned for 1,862 single-family 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 developed in two (2) or more phases, with 1,347 single-family 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 Collector Road - adjacent to AA1, Greenbriar Road widening, roads, landscape, reuse, electric conduits, water main, stormwater system, earthwork, Collector Road next to AA2, JEA water main, undergrounding of electric conduit, professional fees, gate/hardscape, wetland mitigation, design and engineering, and contingency. At the time of this writing, the total cost of the Phase 2 Project, including unfunded portions of the Phase 1 Project that are

included as part of the Phase 2 Project, is estimated to total \$39,762,577.

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 \$28,740,000* (the "Series 2026 Bonds") to fund an estimated \$25,885,500* 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 \$28,740,000* to finance a portion of the Phase 2

*Preliminary, subject to change

Project costs in the total amount estimated at \$25,885,500*, 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 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 \$28,740,000*. 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").

*Preliminary, subject to change

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 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 within Assessment Area Two. Because the number of units to be developed in Assessment Area Two is known, 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 \$28,740,000* will be preliminarily levied on approximately 807.52 acres at an estimated rate of \$35,590.45* 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

*Preliminary, subject to change

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, 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 \$28,740,000* 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.

*Preliminary, subject to change

7.0 Appendix

Table 1

Greenbriar Community Development District

Development Plan

Unit Type	Assessment Area Two Number of Units
Multi-Generational	
Single Family 50'	125
Single Family 60'	191
Single Family 70'	123
Active Adult	
Single Family 37.5'	284
Single Family 45'	204
Single Family 50'	286
Single Family 60'	134
Total	1,347

Table 2

Greenbriar Community Development District

Capital Improvement Plan - Phase 2 Project

Improvement	Total CIP Costs
Phase 1	
<i>Collector Road - adjacent to AA1</i>	\$9,050,000.00
<i>Greenbriar Road widening</i>	\$3,310,000.00
<i>Roads</i>	\$2,640,000.00
<i>Landscape</i>	\$454,652.00
<i>Reuse</i>	\$1,268,000.00
<i>Electric Conduits</i>	\$152,888.00
<i>Water Main</i>	\$1,550,000.00
<i>Stormwater System</i>	\$1,145,000.00
<i>Earthwork</i>	\$367,000.00
Phase 2	
<i>Collector Road next to AA2</i>	\$7,495,000.00
<i>JEA Water Main</i>	\$1,009,000.00
<i>Undergrounding of Electric Conduit</i>	\$750,000.00
<i>Landscape</i>	\$2,000,000.00
<i>Professional Fees</i>	\$750,000.00
<i>Gate/Hardscape</i>	\$750,000.00
<i>Wetland Mitigation</i>	\$299,280.00
<i>Design & Engineering</i>	\$1,585,334.00
<i>Contingency</i>	\$5,186,423.00
Total	\$39,762,577.00

Table 3

Greenbriar

Community Development District

Preliminary Sources and Uses of Funds - Series 2026

Sources

Bond Proceeds:	
Par Amount	\$28,740,000.00
Total Sources	\$28,740,000.00

Uses

Project Fund Deposits:	
Project Fund	\$25,885,500.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$2,054,700.00
Capitalized Interest Fund	\$0.00
Delivery Date Expenses:	
Costs of Issuance and Underwriter's Discount	\$799,800.00
Total Uses	\$28,740,000.00

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
Multi-Generational			
Single Family 50'	125	1.00	125.00
Single Family 60'	191	1.20	229.20
Single Family 70'	123	1.40	172.20
Active Adult			
Single Family 37.5'	284	0.75	213.00
Single Family 45'	204	0.90	183.60
Single Family 50'	286	1.00	286.00
Single Family 60'	134	1.20	160.80
Total	1,347		1,369.80

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*
Multi-Generational					
Single Family 50'	125	\$3,628,502.06	\$2,622,645.64	\$20,981.17	\$1,595.74
Single Family 60'	191	\$6,653,221.38	\$4,808,883.05	\$25,177.40	\$1,914.89
Single Family 70'	123	\$4,998,624.44	\$3,612,956.64	\$29,373.63	\$2,234.04
Active Adult					
Single Family 37.5'	284	\$6,182,967.51	\$4,468,988.17	\$15,735.87	\$1,196.81
Single Family 45'	204	\$5,329,543.83	\$3,852,141.92	\$18,883.05	\$1,436.17
Single Family 50'	286	\$8,302,012.72	\$6,000,613.23	\$20,981.17	\$1,595.74
Single Family 60'	134	\$4,667,705.05	\$3,373,771.35	\$25,177.40	\$1,914.89
Total	1,347	\$39,762,577.00	\$28,740,000.00		

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

Exhibit “A”

Series 2026 Bond Assessments in the estimated amount of \$28,740,000* are proposed to be levied over the area described below:

*Preliminary, subject to change

PINEWALK PARCEL 3

TITLE LEGAL DESCRIPTION

A PORTION OF SECTIONS 15, 16, 21, AND 22, ALL LYING IN 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, AS RECORDED IN MAP BOOK 112, PAGE 86 OF SAID PUBLIC RECORDS, THENCE NORTH 63°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, AS RECORDED IN MAP BOOK 124, PAGE 32 OF SAID PUBLIC RECORDS, THENCE NORTH 63°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°58'29" WEST, DEPARTING SAID NORTHERLY LINE, 77.00 FEET TO THE EASTERLY LINE OF OXFORD ESTATES—PHASE SIX A, AS 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°08'09" WEST, 404.85 FEET; THENCE NORTH 17°32'37" WEST, 59.51 FEET; THENCE NORTH 56°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 AS 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°48'08" WEST, 860.76 FEET; COURSE 2, THENCE NORTH 43°22'10" WEST, 107.93 FEET; COURSE 3, THENCE NORTH 36°38'58" WEST, 174.42 FEET; COURSE 4, THENCE NORTH 32°42'10" WEST, 227.41 FEET; COURSE 5, THENCE NORTH 22°07'20" WEST, 127.04 FEET; COURSE 6, THENCE NORTH 31°34'10" WEST, 74.21 FEET TO THE SOUTHEASTERLY CORNER OF OXFORD ESTATES NORTH PHASE SEVEN, AS RECORDED IN MAP BOOK 120, PAGE 36, OF SAID PUBLIC RECORDS, THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID OXFORD ESTATES NORTH PHASE SEVEN, THE FOLLOWING 3 COURSES: COURSE 1, THENCE NORTH 75°06'53" EAST, 156.65 FEET; COURSE 2, THENCE NORTH 32°17'23" WEST, 84.41 FEET; COURSE 3, THENCE NORTH 21°06'08" EAST, 546.30 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTH 34°13'16" EAST, 1032.44 FEET; THENCE SOUTH 78°40'27" EAST, 1504.65 FEET; THENCE NORTH 52°06'43" EAST, 295.74 FEET; THENCE SOUTH 88°50'50" EAST, 496.91 FEET; THENCE SOUTH 36°41'22" EAST, 488.30 FEET; THENCE NORTH 87°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°21'09", AN ARC LENGTH OF 324.01 FEET TO THE POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°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°09'07", AN ARC LENGTH OF 250.10 FEET TO THE POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°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°04'01", AN ARC LENGTH OF 662.75 FEET TO THE POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 72°32'14" EAST, 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°17'02", AN ARC LENGTH OF 256.90 FEET TO THE POINT OF COMPOUND CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°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°37'24", AN ARC LENGTH OF 286.82 FEET TO THE POINT OF COMPOUND CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°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°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°43'44" EAST, 174.94 FEET; THENCE SOUTH 87°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°25'33", AN ARC LENGTH OF 102.92 FEET TO THE POINT OF COMPOUND CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°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°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°22'28" WEST, 20.29 FEET; THENCE SOUTH 36°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°42'47", AN ARC LENGTH OF 62.07 FEET TO THE POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38°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°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°37'38" WEST, 43.05 FEET; THENCE SOUTH 66°04'32" WEST, ALONG A NON-TANGENT LINE, 24.61 FEET; THENCE SOUTH 40°31'16" EAST, 61.73 FEET; THENCE SOUTH 72°01'45" EAST, 29.20 FEET; THENCE SOUTH 71°39'04" EAST, 370.50 FEET; THENCE NORTH 78°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°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°54'38" EAST, 195.58 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 30°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°08'38" WEST, 13.05 FEET; THENCE SOUTH 45°03'36" EAST, 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°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°09'16" WEST, 103.79 FEET; THENCE SOUTH 18°59'04" EAST, 161.59 FEET; THENCE NORTH 71°07'08" EAST, 47.68 FEET; THENCE NORTH 28°17'57" EAST, 30.58 FEET; THENCE NORTH 75°17'24" EAST, 79.19 FEET; THENCE NORTH 84°18'09" EAST, 22.32 FEET; THENCE SOUTH 25°23'58" EAST, 1549.98 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 6124, PAGE 141, OF SAID PUBLIC RECORDS, THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE NORTHERLY LINE, WESTERLY LINE, AND SOUTHERLY LINE, THE FOLLOWING 6 COURSES: COURSE 1, THENCE SOUTH 50°40'22" WEST, 1157.85 FEET; COURSE 2, THENCE SOUTH 00°39'18" WEST, 130.91 FEET; COURSE 3, THENCE SOUTH 67°57'16" EAST, 169.91 FEET; COURSE 4, THENCE SOUTH 78°35'14" EAST, 9.38 FEET; COURSE 5, 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; COURSE 6, 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 THE 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 THE 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 THE POINT OF COMPOUND CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°41'39" 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°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°37'00" WEST, 101.60 FEET; THENCE NORTH 89°20'42" WEST, ALONG A NON-TANGENT LINE, 364.99 FEET; THENCE SOUTH 00°39'18" WEST, 233.66 FEET; THENCE SOUTH 75°27'11" WEST, 407.59 FEET; THENCE NORTH 79°17'07" WEST, 267.20 FEET; THENCE SOUTH 73°34'35" WEST, 181.10 FEET; THENCE NORTH 88°44'56" WEST, 262.24 FEET; THENCE NORTH 43°19'55" WEST, 767.11 FEET; THENCE NORTH 69°24'17" WEST, 422.93 FEET; THENCE NORTH 21°05'54" WEST, 562.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 412.77 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

CONSTRUCTION AGREEMENT

Date: The later of the dates under the parties’ signatures on page 3 below
Project: PineWalk Landscape Work
Owner: Greenbriar Community Development District
Contractor: Duval Landscape Maintenance, LLC

The undersigned Owner (the “Owner” or “District”) wishes to engage the undersigned Contractor (the “Contractor”) to perform certain work at the property identified in the plans referenced in Exhibit B (the “Property”).

Owner and Contractor consequently agree as follows:

1. DOCUMENTS INCLUDED IN THIS AGREEMENT. The term “Agreement” and/or “Contract” and/or “Contract Documents” collectively means this Construction Agreement and the following exhibits, including any drawings and specifications described in Exhibits B, C, and E (“Drawings” and “Specifications,” respectively):

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

The Contract Documents are complementary, 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 Owner.

2. SCOPE OF WORK. Contractor shall (a) perform the construction and services described in the Contract Documents (including Exhibit B), 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”). Contractor represents that prior to submitting its proposal, attached hereto as Exhibit C (the “Proposal”), 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. Contractor represents that 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.

3. SCHEDULE. Contractor shall commence the Work promptly after Owner’s (or Owner’s engineer’s) issuance of a written notice to proceed. Substantial Completion of the Work shall occur on or before one hundred forty-nine (149) calendar days of issuance of the notice to proceed (the “Substantial Completion Deadline”). Final Completion of the Work shall occur on or before the Final Completion Deadline specified in Section A-3.4 of the General Conditions.

4. COMPENSATION.

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 \$4,100,008.13, of which \$804,172.60 is allocated to the Code Compliant Landscape Set and \$3,295,835.53 is allocated to the Embellished Landscape Set (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.

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 its respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees. If requested by the District, Contractor shall add St. Johns County and JEA as additional insureds at no additional cost to the District.

6. DATE OF THIS AGREEMENT. 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.

7. AGENT FOR APPROVAL OF PAY APPLICATIONS. For purposes of this Agreement, the District's agent (the "Agent" or "Engineer") 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 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@etm-inc.com. Copies of pay applications and proposed Change Orders shall also be provided to Craig Wrathell at wrathellc@whhassociates.com, Ernesto Torres at torrese@whhassociates.com, Michael Eckert at Michael.eckert@kutakrock.com and Kate John at Kate.john@kutakrock.com.

OWNER:

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

By: Joshua Breakstone
Name: Chairman

Title: Chairman / Vice Chairman

Date: 6/2/2026

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

*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

CONTRACTOR:

Duval Landscape Maintenance, LLC
A Florida limited liability company

By: Josh Feagin
Name: Josh Feagin

Title: Corporate Construction Manager

Date: 06/01/2026

Contractor's address for notices:
c/o Josh Feagin
7011 Business Park Boulevard N
Jacksonville, Florida 32256

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, or a 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 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.

“Completion Deadline” means the Substantial Completion Deadline or Final Completion Deadline, as applicable.

“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.

“Direct Purchase Materials” is defined in Section A-13, below.

“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” 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, workaroud plans, or other means.

“General Conditions” means this Exhibit A.

“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 Landscape, dated March 26, 2026, revised April 16, 2026, as may be amended.

“Property” is defined in the introductory paragraphs of the Construction Agreement.

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

“Proposal” is defined in Section 2 of the Construction Agreement.

“Required Insurance” means Contractor’s obligations under Section A-8 of these 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” means the stage in the progress of the Work when (a) Owner determines that the Work has been completed in accordance with the Contract Documents, subject only to completion of punch list items, and (b) Owner can occupy or utilize the Work for its intended use without disruption by Contractor in finishing any punch list items.

“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, but does not require a change to the Contract Sum. A Written Directive authorizes performance of changed, additional, or different Work but (other than changing or adding the specific Work as indicated in the Engineer’s written instruction) does not, by itself, amend the Contract Documents or change the Contract Sum, or any 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 Sections 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 wrathellc@whhassociates.com, Ernesto Torres at torrese@whhassociates.com, Michael Eckert at Michael.eckert@kutakrock.com and Kate John at Kate.john@kutakock.com.

A-2.3 Retainage. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until release is due as provided in Section A-3.4, 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-2.5 (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 100% 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.” If requested by the District, the payment and performance bonds shall include a dual obligee rider naming St. Johns County and JEA as dual obligee(s) at no additional cost to the District.

A-3.3 Timing and Completion, Generally. Contractor shall perform all Work expeditiously and with adequate forces, shall achieve Substantial Completion by the Substantial Completion Deadline, and shall achieve Final Completion by the Final Completion Deadline. 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 Completion Deadlines 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 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.

A-3.4.1 Substantial Completion Process. When Contractor considers the Work to have achieved Substantial Completion, it shall notify the Owner's Engineer. If the Engineer determines that the Work has not achieved Substantial Completion (e.g., because any portions of the Work that are incomplete or non-conforming are significant and are not of a minor nature appropriate for inclusion on the Completion List), the Engineer will notify Contractor and the Work will not be deemed to have achieved Substantial Completion until Contractor has completed (or corrected) such incomplete or non-conforming Work. When the Engineer determines that the Work has achieved Substantial Completion, it may issue a certificate of Substantial Completion establishing the date of Substantial Completion for the Work (and this date will also apply for purposes of Section A-3.5). Nothing in this Section excuses Contractor from its obligation to achieve Substantial Completion of all of the Work by the applicable Substantial Completion Deadline. This same process will apply for Final Completion, except there will be no punch list or other deferred Work.

A-3.4.2 Completion List and Final Completion Deadline. Within thirty (30) calendar days after Substantial Completion, the Owner's Engineer will 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 portion of the Contract Sum 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 unpaid portion of the Contract Sum. 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-3.5 Liquidated Damages for Failure to Complete the Work.

A-3.5.1 Imposition Liquidated Damages. 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 applicable Completion Deadlines, as such Completion Deadlines may be duly modified by Change Order. 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 failure to achieve Substantial Completion of the Work (but not as a penalty), if the Work fails to achieve Substantial Completion by the Substantial Completion Deadline, Contractor shall pay Owner liquidated damages in an amount equal to \$2,667.00 for each day starting on the day after the Substantial Completion Deadline and ending on the day on which the Work has achieved Substantial Completion.

A-3.5.2 Acknowledgments and Arrangements re: Liquidated Damages. 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 this Section A-3.5. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive, and will not be imposed concurrently. 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.

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. Notwithstanding the foregoing, if Contractor believes that a Written Directive will require a change to the Contract Sum then Contractor shall immediately notify Owner and submit a claim for such change under Section A-4.2 and shall not proceed with the Written Directive change under authorized as provided below in this Section A-4.1. 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. Without limitation, no verbal agreement, verbal Change Order, verbal conversation, report, or recommendation shall have any effect on this Agreement, and this will be strictly enforced and applied. Contractor shall not make substitutions without Owner's prior written consent.

NOTWITHSTANDING THE FOREGOING, AND EXCEPT AS PROVIDED IN SECTION A-4.2 IN THE EVENT OF AN EMERGENCY, NO WORK INVOLVING EXTRA COST (INCLUDING ANY EXTRA, CHANGE, AND OR DEVIATION FROM THE PLANS, DRAWING, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS RESULTING IN ADDITIONAL COST, WHETHER PURSUANT TO A WRITTEN DIRECTIVE OR OTHERWISE), 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 Joshua Breakstone or Noah Breakstone, or their successor as Chair or Vice Chair, respectively. WORK ONCE COMMENCED (INCLUDING WORK PERFORMED PURSUANT TO A WRITTEN DIRECTIVE) WITHOUT A WRITTEN CHANGE ORDER SHALL BE CONSIDERED PART OF THE FIXED CONTRACT SUM - 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 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 or any 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) the date on which the Contractor 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 and 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, Exhibit E, 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 A-4.3, or that a reasonable contractor performing Contractor's obligations under this Section A-4.3 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 Grounds for Extensions of Completion Deadlines. Contractor will be entitled to a change to a Completion Deadline only to the extent that, in addition to any other applicable requirements in this Section A-4:

- (a) Contractor has made a timely claim under Section A-4.2;
- (b) Contractor demonstrates to Owner's satisfaction that the delay is due to one or more of the following, which constitute the sole grounds for changes to a Completion Deadline under this Agreement (any of the following, a "Delay Circumstance"): (i) Force Majeure,

(ii) a change to the Work required by the Owner or its Engineer under Section A-4.1 (a "Scope Change"), (iii) Owner's fraud, bad faith, or active wrongful interference in the Work (such causes in this clause (iii), "Owner-Interference"), or (iv) Contractor's discovery, after commencement of the Work, of hidden existing physical conditions at the Property that would not have been known to, or reasonably foreseeable to, a contractor that had performed Contractor's obligations under Section A-4.3 (such causes in this clause (iv), a "Hidden Physical Condition"); and

(c) Contractor demonstrates to Owner's satisfaction that the Delay Circumstance will directly delay the critical path of the Work, after giving effect to any "float" period, and that the delay would not have occurred but for the Delay Circumstance.

Contractor shall diligently endeavor to overcome Force Majeure and Hidden Physical Conditions, and in the event of a Delay Circumstance shall nevertheless proceed with any portion of the Work not affected by any Delay Circumstance.

A-4.5 Relief for Delays. In connection with delays that are due to a Scope Change, Owner-Interference, or Hidden Physical Conditions, Contractor may, in addition to an extension of a Completion Deadline, receive an increase to the Contract Sum. Notwithstanding anything to the contrary in the Contract Documents other than as provided in the immediately preceding sentence, and to the fullest extent permitted by Laws, an extension in the applicable Completion Deadline(s) (to the extent the same is permitted under the Contract Documents) is Contractor's sole remedy for (a) any delay in the commencement, prosecution, or completion of the Work regardless of the cause, including Force Majeure, (b) any hindrance or obstruction in the performance of the Work, regardless of the type of hindrance or obstruction or cause, (c) any loss of productivity, and (d) any other cause of delay or result of a delay however caused.

A-4.6 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 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-5.11 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-5.12 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 A-5.12 will survive Final Completion and any earlier termination of this Agreement.

A-5.13 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 \$10,000 (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. 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.

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, 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.

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 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, agents, 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) 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.

- (b) 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.
- (c) Prior to purchasing any materials, the Contractor shall contact Owner to determine which materials will be treated as Direct Purchase Materials.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers from public funds.
- (h) 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.
- (i) 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. 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 Sovereign Immunity. 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-15.2 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-15.3 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-15.4 Expenses. Except as specifically provided in this Agreement, Contractor shall perform its obligations under this Agreement at its own expense.

A-15.5 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-15.6 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-15.7 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-15.8 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-15.9 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-15.10 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 Work, 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, OR BY REGULAR MAIL AT WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

A-15.11 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 Property at the Contractor's sole expense unless the Owner provides written approval for an alternative disposition. With respect to excess suitable fill dirt, the Owner shall have sole discretion to determine the disposition of such material, including whether it is to remain on-site, be removed, or otherwise disposed of, and the Contractor shall comply with all instructions from the Owner regarding such disposition. To the extent the costs associated with the removal, disposal, stockpiling, or other handling of excess suitable fill dirt are specifically identified in the Project Manual, the Contract Sum shall be deemed to include all such costs and no additional compensation shall be due to Contractor. If the associated costs of handling excess suitable fill dirt are not specifically identified in the Project Manual, upon request by the Owner, the Contractor shall submit a Change Order to the Owner for such associated costs in accordance with Section A-4 above.

A-15.12 Stormwater Management.

A-15.12.1 Clean Water Act Compliance. 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 other Contractor-Group Members

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-15.12.2 Contractor Storm Water Compliance Representative; Review of Materials. 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-15.12.3 Pollutant Notification. 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.

A-15.12.4 Discharge Prohibition. Neither Contractor nor any of Contractor-Group Members shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite.

A-15.12.5 Compliance Certification. 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-15.12.6 SWPPP Changes and Compliance. 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-15.12.7 Notifications; Records. 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-15.12.8 Owner's Rights. 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-15.13 Statutory Compliance Representations and Certifications.

A-15.13.1 Contractor Compliance with Section 448.095, Florida Statutes. 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. 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-15.13.2 Subcontractor Compliance with Section 448.095, Florida Statutes.

- (a) *Subcontractor Affidavit:* 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.
- (b) *Termination for Noncompliance:* 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 Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

A-15.13.3 Anti-Human Trafficking Statement. The Contractor represents and warrants that it 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-15.13.4 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 Agreement shall be deemed a recertification of such status.

A-15.13.5 Agreement to Cooperate. 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

General Description

The Work to be performed under this Agreement consists of BTI-Greenbriar – Collector Road Landscape Plans prepared by England, Thims and Miller, Inc, and Pinewalk Landscape Plans prepared by Ervin, Lovett, Miller, Inc. including but not limited to, site preparation, material procurement and installation, and maintenance required until final, all as more specifically set forth in the Project Manual.

Plans

All Work shall be completed in accordance with the BTI-Greenbriar – Collector Road Landscape Plans prepared by ETM dated October 20, 2023, Sheets LC00-to LC11 as the code compliant plan and Pinewalk Landscape Plans prepared by Ervin, Lovett, Miller, Inc. dated March 9th, 2026, Sheets L501 to L534 as the embellished landscape plan, as modified and updated by Addendum #1 dated April 7, 2026 issued by elm.

Location

The location of the work shall be as identified in the above-referenced plans, and generally on the land identified within Parcel ID# 0099200012 in St. Johns County on the eastern side of Limber Pine Boulevard off Greenbriar Road.

Exhibit C

Contractor's Proposal

[Attached beginning on following page]



Duval Landscape Maintenance
 7011 Business Park Blvd N
 Jacksonville, FL 32256
 www.duvallandscape.com

PROPOSAL

Date	Proposal No.
04/22/26	41609

CUSTOMER
Pinewalk / Greenbriar CDD 401 E Las Olas Blvd #1870 Fort Lauderdale, FL 33301

PROPERTY
Pinewalk / Greenbriar CDD 2980 Greenbriar Road St. Johns, FL 32259

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Pinewalk Landscape (Code Min) Trees			
Enhancement/Extra Services			
Southern Red Cedar 4" cal 14-16' Ht. x 7-8' Spd	8.00	\$1,600.00	\$12,800.00
Slash Pine 2" cal 8-10' HT x 3-4' SPD	34.00	\$400.00	\$13,600.00
Slash Pine 3" cal 10-12' HT x 3-4' SPR	25.00	\$500.00	\$12,500.00
Slash Pine 4" cal 14-16' HT x 6' SPD	20.00	\$650.00	\$13,000.00
Southern Live Oak 4" cal 14-16' HT x 6' SPD	72.00	\$1,200.00	\$86,400.00
Bald Cypress 4" cal 14-16' HT x 6' SPD	43.00	\$950.00	\$40,850.00
Eagleston Holly 3" cal 12-14' HT x 5' SPD	20.00	\$950.00	\$19,000.00
Cabbage Palmetto 10'-15' CT	96.00	\$350.00	\$33,600.00
Tree Staking Kit Installed	318.00	\$35.00	\$11,130.00
Pinewalk Landscape (Code Min) Shrubs			
Enhancement/Extra Services			
Wax Myrtle 3 gal, 24" HT x 24" SPR	250.00	\$12.50	\$3,125.00
Pink Muhly 1 gal	788.00	\$8.00	\$6,304.00
Dwarf Fakahatchee Grass 1 gal	323.00	\$8.00	\$2,584.00
Pinestraw - Installed - bales	650.00	\$12.00	\$7,800.00
Clean & Prepare Area for Installation	200.00	\$65.00	\$13,000.00
Pinewalk Landscape (Code Min) Sod			
Enhancement/Extra Services			
Bahia install	945730.00	\$0.52	\$491,779.60
Labor, debris removal and watering equipment			
Enhancement/Extra Services			
Enhancement Labor	120.00	\$65.00	\$7,800.00
Debris Removal	2.00	\$950.00	\$1,900.00
Water trailer	90.00	\$300.00	\$27,000.00

Total: \$804,172.60

By Josh Feagin
Joshua Feagin

Date 4/22/2026
Duval Landscape Maintenance

By _____

Date _____
Pinewalk / Greenbriar CDD



Duval Landscape Maintenance
 7011 Business Park Blvd N
 Jacksonville, FL 32256
 www.duvallandscape.com

PROPOSAL

Date	Proposal No.
04/22/26	41663

CUSTOMER
Pinewalk / Greenbriar CDD 401 E Las Olas Blvd #1870 Fort Lauderdale, FL 33301

PROPERTY
Pinewalk / Greenbriar CDD 2980 Greenbriar Road St. Johns, FL 32259

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Default Group			
Irrigation Service/Repairs			
Pipe	1.00	\$55,000.00	\$55,000.00
Two wire Red/Blue Jacketed	20000.00	\$1.50	\$30,000.00
Misc Irrigation Supplies	1.00	\$12,000.00	\$12,000.00
Trencher / Equipment usage	1.00	\$12,000.00	\$12,000.00
Irrigation Labor	600.00	\$85.00	\$51,000.00

Total:	\$160,000.00
---------------	---------------------

By Josh Feagin
 Joshua Boucher

Date 4/22/2026
 Duval Landscape Maintenance

By _____

Date _____
 Pinewalk / Greenbriar CDD



Duval Landscape Maintenance
 7011 Business Park Blvd N
 Jacksonville, FL 32256
 www.duvallandscape.com

PROPOSAL

Date	Proposal No.
04/22/26	41755

CUSTOMER
Pinewalk / Greenbriar CDD 401 E Las Olas Blvd #1870 Fort Lauderdale, FL 33301

PROPERTY
Pinewalk / Greenbriar CDD 2980 Greenbriar Road St. Johns, FL 32259

Installation of 238 zones, controller, and decoder solenoids

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Default Group			
Irrigation Service/Repairs			
Commercial zone Installation	238.00	\$1,500.00	\$357,000.00
LXMMS- Ped for ESP-LXIVM Controller	1.00	\$3,200.00	\$3,200.00
Rainbird IQ	1.00	\$3,500.00	\$3,500.00
Rainbird IVM solenoids	238.00	\$280.00	\$66,640.00
Ground Rods w/12' leads	50.00	\$220.00	\$11,000.00
Round 7" valve box	50.00	\$15.00	\$750.00
Misc Irrigation Supplies	1.00	\$42,500.00	\$42,500.00
Irrigation Labor	2600.00	\$85.00	\$221,000.00
Equipment Usage	1.00	\$28,750.00	\$28,750.00

Total:	\$734,340.00
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By Josh Feagin
 Joshua Boucher

Date 4/22/2026
 Duval Landscape Maintenance

By _____

Date _____
 Pinewalk / Greenbriar CDD



Duval Landscape Maintenance
 7011 Business Park Blvd N
 Jacksonville, FL 32256
 www.duvallandscape.com

PROPOSAL

Date	Proposal No.
04/22/26	41589

CUSTOMER
Pinewalk / Greenbriar CDD 401 E Las Olas Blvd #1870 Fort Lauderdale, FL 33301

PROPERTY
Pinewalk / Greenbriar CDD 2980 Greenbriar Road St. Johns, FL 32259

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Pinewalk Landscape Trees			
Enhancement/Extra Services			
Loblolly Pine,10-12 FT,3-4 FT,2"	7.00	\$450.00	\$3,150.00
Loblolly Pine,14-16 FT,5 FT,3"	7.00	\$500.00	\$3,500.00
Loblolly Pine,16-18 FT,6-7 FT,3.5	4.00	\$850.00	\$3,400.00
'Florida Flame' Red Maple,8 FT,4 FT,3"	13.00	\$950.00	\$12,350.00
'Bracken's Brown Beauty' Southern Magnolia,10-12 FT,4-6 FT,3"	12.00	\$950.00	\$11,400.00
Slash Pine,10-12 FT,4 FT,2	41.00	\$300.00	\$12,300.00
Slash Pine,14-16 FT,5 FT,3	8.00	\$450.00	\$3,600.00
Slash Pine,16-18 FT,6-7 FT,3.5	46.00	\$450.00	\$20,700.00
Longleaf Pine,10-12 FT,3-5 FT,2	1.00	\$450.00	\$450.00
Longleaf Pine,14-16 FT,5 FT,3	5.00	\$500.00	\$2,500.00
Longleaf Pine,16-18 FT,6-7 FT,3.5	39.00	\$1,100.00	\$42,900.00
'High Rise',Live Oak,10-12 FT,4-5 FT,3"	55.00	\$850.00	\$46,750.00
'High Rise',Live Oak,14-16 FT,6-7 FT,4"	82.00	\$1,100.00	\$90,200.00
'High Rise',Live Oak,16-18 FT,8-10 FT,6	57.00	\$2,000.00	\$114,000.00
Live Oak,10-12 FT,4 FT,2"	2.00	\$300.00	\$600.00
Live Oak,10-12 FT,5 FT,3"	31.00	\$850.00	\$26,350.00
Live Oak,14-16 FT,7 FT,4"	1.00	\$1,100.00	\$1,100.00
Bald Cypress,10-12 FT,2-3 FT,2"	74.00	\$300.00	\$22,200.00
Bald Cypress,16-18 FT,5 FT,3.5"	6.00	\$950.00	\$5,700.00
'Eagleston',Eagleston Holly,10-12 FT,4 FT,3"	14.00	\$1,100.00	\$15,400.00
'Brody',Southern Red Cedar,6-7 FT,3 FT,2	24.00	\$500.00	\$12,000.00
'Muskogee',Crape Myrtle,14-16 FT,6 FT,Multi-stem (2")	6.00	\$950.00	\$5,700.00
'Natchez',Crape Myrtle,8 FT,3-5 FT,Multi-stem (1.5")	6.00	\$300.00	\$1,800.00
'Natchez',Crape Myrtle,14-16 FT,6 FT,Multi-stem (2")	6.00	\$950.00	\$5,700.00
Tree Staking Kit Installed	547.00	\$45.00	\$24,615.00
Pinewalk Landscape Shrubs			
Enhancement/Extra Services			
Crinum Lily - 36" 15 gal	60.00	\$110.00	\$6,600.00

Compacta Firebush, 24-30", 18", 3 GAL	1276.00	\$35.00	\$44,660.00
'Nana', Dwarf Yaupon Holly, 18-24", 18-24", 3 GAL	2443.00	\$15.00	\$36,645.00
Green Anise, 18", 12 sprd", 3 GAL	202.00	\$18.00	\$3,636.00
Upright Yaupon Holly 36", 7 GAL	6.00	\$85.00	\$510.00
Ruby Loropetalum 10-12" 3 Gal	932.00	\$15.00	\$13,980.00
Purple Daydream Loropetalum 10-12" 3 Gal	1623.00	\$15.00	\$24,345.00
Wax Myrtle, 24-30", 18-24", 3 GAL	183.00	\$15.00	\$2,745.00
Simpsons Stopper 24-30" 3 gal	141.00	\$15.00	\$2,115.00
Apostle Iris, 16-18", 12-18", 3 GAL	106.00	\$15.00	\$1,590.00
Pringles Podocarpus, 24-36", Full, 7 GAL	54.00	\$50.00	\$2,700.00
Azalea Fashion - 18" 3 gal	1766.00	\$15.00	\$26,490.00
'G.G. Gerbing', Azalea, 18", 18", 3 GAL	469.00	\$21.00	\$9,849.00
Saw Palmetto, 18", 18", 7 GAL	62.00	\$85.00	\$5,270.00
Walters Viburnum 16-18", 3 GAL	1395.00	\$15.00	\$20,925.00
Sweet Viburnum, 24", 18", 3 GAL	1259.00	\$15.00	\$18,885.00
Cardboard Palm, 30", 30", 7 GAL	5.00	\$65.00	\$325.00
Cardboard Palm, 36", 36", 15 GAL	3.00	\$110.00	\$330.00
Coontie Palm, 18", 18", 3 GAL	585.00	\$35.00	\$20,475.00

Pinewalk Landscape Groundcover

Enhancement/Extra Services

Annuals, 4" POT	322.00	\$1.50	\$483.00
Elliot's Love Grass - 8-10" 1 gal	833.00	\$8.00	\$6,664.00
Blue Daze, 4", Full, 1 GAL	257.00	\$8.00	\$2,056.00
Juniper Parsonii - 12-14" 3 gal	4896.00	\$12.00	\$58,752.00
liriope Super Blue Lilyturf 8-10" 3 GAL	34910.00	\$8.00	\$279,280.00
Pink Muhly Grass, 8-10", 1 GAL	19309.00	\$8.00	\$154,472.00
Sand Cordgrass, 12-14", Full, 1 GAL	24327.00	\$8.00	\$194,616.00
Asiatic Jasmine, 12", Full, 1 GAL	3654.00	\$8.00	\$29,232.00
Dwarf Fakahatchee Grass 12", 1 GAL	264.00	\$8.00	\$2,112.00
Labor to unload the trucks / Water plants	1392.00	\$65.00	\$90,480.00

Pinewalk Sod and Mulch

Enhancement/Extra Services

St Augustine install	453013.00	\$0.81	\$366,940.53
Bahia install	100000.00	\$0.52	\$52,000.00
Pine Bark Install	3319.00	\$72.00	\$238,968.00

Bonding, equipment and permits

Enhancement/Extra Services

Bonding, equipment and permits	1.00	\$195,000.00	\$195,000.00
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Total: \$2,401,495.53

By Josh Feagin
Joshua Feagin

Date 4/22/2026
Duval Landscape Maintenance

By _____

Date _____
Pinewalk / Greenbriar CDD

Exhibit D
Performance & Payment Bond

[Attached beginning on following page]

Bond to include separate Dual Obligee Rider(s) for St. Johns County and JEA (if requested by Owner)

Exhibit E

Specifications

- i. All Work shall be completed in accordance with the BTI-Greenbriar – Collector Road Landscape Plans prepared by ETM dated October 20, 2023, Sheets LC00-to LC11 as the code compliant plan and Pinewalk Landscape Plans prepared by Ervin, Lovett, Miller, Inc. dated March 9th, 2026, Sheets L501 to L534 as the embellished landscape plan, as modified and updated by Addendum #1 dated April 7, 2026 issued by elm.
- ii. Latest Version of FDOT Standard Indexes
- iii. Latest Version of FDOT Standard Specifications for Road and Bridge Construction and any Supplements issued by FDOT
- iv. Applicable St Johns County Land Development Code Articles

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

B

CONSTRUCTION AGREEMENT

Date: The later of the dates under the parties’ signatures, per Section 6 below
Project: Hardscape Work – Greenbriar CDD
Owner: Greenbriar Community Development District
Contractor: Carlton Construction, Inc.

The undersigned Owner (the “Owner” or “District”) wishes to engage the undersigned Contractor (the “Contractor”) to perform certain work at the property identified in the plans referenced in Exhibit B (the “Property”).

Owner and Contractor consequently agree as follows:

1. DOCUMENTS INCLUDED IN THIS AGREEMENT. The term “Agreement” and/or “Contract” and/or “Contract Documents” collectively means this Construction Agreement and the following exhibits, including any drawings and specifications described in Exhibits B, C, and E (“Drawings” and “Specifications,” respectively):

- 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 complementary, 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 Owner.

2. SCOPE OF WORK. Contractor shall (a) perform the construction and services described in the Contract Documents (including Exhibit B), 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”). Contractor represents that prior to submitting its proposal, attached hereto as Exhibit C (the “Proposal”), 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. Contractor represents that 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.

3. SCHEDULE. Contractor shall commence the Work promptly after Owner’s issuance of a written notice to proceed by Owner or its Engineer. Substantial Completion of the Work shall occur on or before one hundred twenty-three (123) calendar days of issuance of the notice to proceed (the “Substantial Completion Deadline”). Final Completion of the Work shall occur on or before the Final Completion Deadline specified in Section A-3.4 of the General Conditions.

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 Five Hundred Seven Thousand, Three Hundred Seventy-Five Dollars and Zero Cents (\$507,375.00) (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.

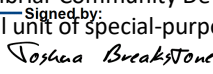
5. INSURANCE. Before commencing any Work or permitting any Subcontractor to commence Work, Contractor shall provide Owner with a certificate of insurance evidencing the insurance required in Section A-8 of the General Conditions. The following (collectively, the "Additional Insureds") must be included as additional insureds under Contractor's and its Subcontractors' applicable insurance policies, on a primary and noncontributory basis: Owner; Greenbriar Property Holdings, LLC, and with respect to each of the foregoing, its 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. 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.

7. AGENT FOR APPROVAL OF PAY APPLICATIONS. For purposes of this Agreement, the District's agent (the "Agent" or "Engineer") 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@etm-inc.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, Michael Eckert at Michael.eckert@kutakrock.com and Kate John at Kate.john@kutakrock.com.

OWNER:

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

Signed by

By: Joshua Breakstone
Name: Joshua Breakstone
Title: Chairman / Vice Chairman

Date: 6/3/2026


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:

Carlton Construction, Inc.
a Florida Profit Corporation

By: 
Name: Matt Carlton
Title: President

Date: 5.29.26

Contractor's address for notices:
4615 US Highway 17, Suite 1
Fleming Island, Florida 32003
Attn: Matthew L. Carlton
Email: matthew@carltonconstruction.net
zbrown@carltonconstruction.net

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:

“CGI” 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, or a 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 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.

“Completion Deadline” means the Substantial Completion Deadline or Final Completion Deadline, as applicable.

“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” means 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.

“General Conditions” means this Exhibit A.

“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 Hardscape Work, dated January 21, 2026, 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.

“Proposal” is defined in Section 2 of the Construction Agreement.

“Required Insurance” means Contractor’s obligations under Section A-8 of these 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” means the stage in the progress of the Work when (a) Owner’s Engineer determines that the Work has been completed in accordance with the Contract Documents (in accordance with Section A-3.4.1 of these General Conditions), subject only to completion of punch list items, and (b) Owner can occupy or utilize the Work for its intended use without disruption by Contractor in finishing any punch list items.

“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, but does not require a change to the Contract Sum. A Written Directive authorizes performance of changed, additional, or different Work but (other than changing or adding the specific Work as indicated in the Engineer’s written instruction) does not, by itself, amend the Contract Documents or change the Contract Sum, or any 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 Contractor and Owner may otherwise agree to maintain timelines to secure pricing for materials or equipment stored on or off site, or not yet delivered to the Property. 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 Sections 218.735(6), 218.735(7), and 218.74, Florida Statutes. Owner may elect to make payments to Subcontractors directly or via joint checks upon providing written notification to the Contractor. 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.wrathellc@whhassociates.com, Ernesto Torres at.torrese@whhassociated.com, Michael Eckert at Michael.eckert@kutakrock.com and Kate John at Kate.john@kutakock.com.

A-2.3 Retainage. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until release is due as provided in Section A-3.4, 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-2.5 (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 100% 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, shall achieve Substantial Completion by the Substantial Completion Deadline, and shall achieve Final Completion by the Final Completion Deadline. If requested by Owner, Contractor shall submit and periodically update a schedule for the Work, and shall comply with the schedule as set forth in Section 3 of this Agreement and Exhibit C, achieve any milestones and completion dates indicated in that schedule (though the Completion Deadlines 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 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.

A-3.4.1 Substantial Completion Process. When Contractor considers the Work to have achieved Substantial Completion, it shall notify the Owner's Engineer. If the Engineer determines that the Work has not achieved Substantial Completion (e.g., because any portions of the Work that are incomplete or non-conforming are significant and are not of a minor nature appropriate for inclusion on the Completion List), the Engineer will notify Contractor and the Work will not be deemed to have achieved Substantial Completion until Contractor has completed (or corrected) such incomplete or non-conforming Work. When the Engineer determines that the Work has achieved Substantial Completion, it may issue a certificate of Substantial Completion establishing the date of Substantial Completion for the Work (and this date will also apply for purposes of Section A-3.5). Nothing in this Section excuses Contractor from its obligation to achieve Substantial Completion of all of the Work by the applicable Substantial Completion Deadline. This same process will apply for Final Completion, except there will be no punch list or other deferred Work.

A-3.4.2 Completion List and Final Completion Deadline. Within thirty (30) calendar days after Substantial Completion, the Owner's Engineer will 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"). The Owner's Engineer will exert best efforts to inspect the Work and meet with Contractor to develop the Completion List within ten (10) calendar days after Substantial Completion; however, this does not remove or limit the right of Owner or Owner's Engineer to inspect the Work and meet with Contractor to develop the Completion List within thirty (30) calendar days after Substantial Completion. 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. Owner's Engineer will exert best efforts to deliver the Completion List to the Contractor within fifteen (15) days after Substantial Completion; however, this does not remove or limit the right of the Owner or Owner's engineer to deliver the Completion List to the Contractor within 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 portion of the Contract Sum 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. The Owner shall exert best efforts to 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, within fifteen (15) days after delivery of the Completion List to the Contractor; however, this does not remove or limit the right of the Owner to 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 within twenty (20) days after delivery of the Completion List to the Contractor. After the Contractor has satisfactorily completed all items on the Completion List, it may submit a payment request to the Owner for the remaining unpaid portion of the Contract Sum. 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-3.5 Liquidated Damages for Failure to Complete the Work.

A-3.5.1 Imposition Liquidated Damages. 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 applicable Completion Deadlines, as such Completion Deadlines may be duly modified by Change Order. 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 failure to achieve Substantial Completion of the Work (but not as a penalty), if the Work fails to achieve Substantial Completion by the Substantial Completion Deadline, Contractor shall pay Owner liquidated damages in an amount equal to \$500 for each day starting on the day after the Substantial Completion Deadline and ending on the day on which the Work has achieved Substantial Completion.

A-3.5.2 Acknowledgments and Arrangements re: Liquidated Damages. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive, and will not be imposed concurrently. 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.

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 if no additional costs are associated with the Written Directive. 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. Notwithstanding the foregoing, if Contractor believes that a Written Directive will require a change to the Contract Sum then Contractor shall immediately notify Owner and submit a claim for such change under Section A-4.2 and shall not proceed with the Written Directive change under authorized as provided below in this Section A-4.1. 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. Without limitation, no verbal agreement, verbal Change Order, verbal conversation, report, or recommendation shall have any effect on this Agreement, and this will be strictly enforced and applied. Contractor shall not make substitutions without Owner's prior written consent. NOTWITHSTANDING THE FOREGOING, AND EXCEPT AS PROVIDED IN SECTION A-4.2 IN THE EVENT OF AN EMERGENCY, NO WORK INVOLVING EXTRA COST (INCLUDING ANY EXTRA, CHANGE, AND OR DEVIATION FROM THE PLANS, DRAWING, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS RESULTING IN ADDITIONAL COST, WHETHER PURSUANT TO A WRITTEN DIRECTIVE OR OTHERWISE), 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 Joshua Breakstone or Noah Breakstone, or their successor as Chair or Vice Chair, respectively. WORK ONCE COMMENCED (INCLUDING WORK PERFORMED PURSUANT TO A WRITTEN DIRECTIVE) WITHOUT A WRITTEN CHANGE ORDER SHALL BE CONSIDERED PART OF THE FIXED CONTRACT SUM - 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. The Owner will exert best efforts to provide written notice to Contractor within fifteen (15) days of receipt of the price quotation, either approving or denying same; however, this does not remove or limit the right of the Owner to 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 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 or any 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) within three (3) calendar days from the date on which the Contractor 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 and kate.john@kutakrock.com of any rain-induced delays, specifying the anticipated delay in hours within three (3) calendar days 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, Exhibit E, 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 Grounds for Extensions of Completion Deadlines. Contractor will be entitled to a change to a Completion Deadline only to the extent that, in addition to any other applicable requirements in this Section A-4:

- (a) Contractor has made a timely claim under Section A-4.2;
- (b) Contractor demonstrates to Owner's satisfaction that the delay is due to one or more of the following, which constitute the sole grounds for changes to a Completion Deadline under this Agreement (any of the following, a "Delay Circumstance"): (i) Force Majeure, (ii) a change to the Work required by the Owner or its Engineer under Section A-4.1 (a "Scope Change"), (iii) Owner's fraud, bad faith, or active wrongful interference in the Work (such causes in this clause (iii), "Owner-Interference"), or (iv) Contractor's discovery, after commencement of the Work, of hidden existing physical conditions at the Property that would not have been known to, or reasonably foreseeable to, a contractor that had performed Contractor's obligations under Section A-4.3 (such causes in this clause (iv), a "Hidden Physical Condition"); and
- (c) Contractor demonstrates to Owner's satisfaction that the Delay Circumstance will directly delay the critical path of the Work, after giving effect to any "float" period, and that the delay would not have occurred but for the Delay Circumstance.

Contractor shall diligently endeavor to overcome Force Majeure and Hidden Physical Conditions, and in the event of a Delay Circumstance shall nevertheless proceed with any portion of the Work not affected by any Delay Circumstance.

A-4.5 Relief for Delays. In connection with delays that are due to a Scope Change, Owner-Interference, Hidden Physical Conditions, or Force Majeure, Contractor may, in addition to an extension of a Completion Deadline, receive an increase to the Contract Sum. To receive an increase to the Contract Sum, Contractor must provide the District acceptable documentation of Contractor's increased costs. Notwithstanding anything to the contrary in the Contract Documents other than as provided in the immediately preceding sentence, and to the fullest extent permitted by Laws, an extension in the applicable Completion Deadline(s) (to the extent the same is permitted under the Contract Documents) is Contractor's sole remedy for (a) any delay in the commencement, prosecution, or completion of the Work regardless of the cause, excluding Force Majeure, (b) any hindrance or obstruction in the performance of the Work, regardless of the type of hindrance or obstruction or cause, (c) any loss of productivity, and (d) any other cause of delay or result of a delay however caused

A-4.6 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, temporary 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 shall not bring, nor allow any Subcontractor or Contractor-Group Member to bring, any hazardous materials onto the Property. 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 will remain in effect for a period of twelve (12) months. This warranty 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. For avoidance of doubt, the twelve (12) month warranty period only applies to the Contractor's warranty and does not apply to any other warranties. 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 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-5.11 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-5.12 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 A-5.12 will survive Final Completion and any earlier termination of this Agreement.

A-5.13 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 \$10,000 (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, upon written notification to the Contractor, 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. 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.

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, 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.

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 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 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 (5) 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, 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, agents, 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. INTERPRETATIONAL MATTERS.

A-13.1 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-13.2 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. 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-13.3 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-14. GENERAL PROVISIONS.

A-14.1 Sovereign Immunity. 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-14.2 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-14.3 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-14.4 Expenses. Except as specifically provided in this Agreement, Contractor shall perform its obligations under this Agreement at its own expense.

A-14.5 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-14.6 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-14.7 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-14.8 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-14.9 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-14.10 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 Work, 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, OR BY REGULAR MAIL AT WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

A-14.11 Restrictions on Removal of Fill Dirt from Work Site. Contractor acknowledges that all fill material shall remain on-site. Fill material shall not be removed from the project site without the written consent of the Owner (or its engineer).

A-14.12 Stormwater Management.

A-14.12.1 Clean Water Act Compliance. 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 other Contractor-Group Members 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 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-14.12.2 Contractor Storm Water Compliance Representative; Review of Materials. 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-14.12.3 Pollutant Notification. 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.

A-14.12.4 Discharge Prohibition. Neither Contractor nor any of Contractor-Group Members shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite.

A-14.12.5 Compliance Certification. 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-14.12.6 SWPPP Changes and Compliance. 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-14.12.7 Notifications; Records. 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 three (3) years following Final Completion of the Work, or longer as required by applicable law.

A-14.12.8 Owner's Rights. 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, upon

providing written notification to Contractor. The written notification to Contractor does not provide the Contractor with a 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-14.13 E-Statutory Compliance Representations and Certifications.

A-14.13.1 Contractor Compliance with Section 448.095, Florida Statutes. 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. 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-14.13.2 Subcontractor Compliance with Section 448.095, Florida Statutes.

- (d) *Subcontractor Affidavit:* 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.
- (e) *Termination for Noncompliance:* 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 Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

A-14.13.3 Anti-Human Trafficking Statement. The Contractor represents and warrants that it 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-14.13.4 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 Agreement shall be deemed a recertification of such status.

A-14.13.5 Agreement to Cooperate. 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

General Description

The Work to be performed under this Agreement consists of Pinewalk – Main Entry Signage, including but not limited to, site preparation, material procurement and installation, and maintenance required until final, all as more specifically set forth in the Project Manual.

Plans

All Work shall be completed in accordance with the Pinewalk – Main Entry Signage dated October 22, 2025, Sheets L100-101, L401-404, E101, E201, and E301, as prepared by Ervin, Lovett, Miller, Inc.

Location

The location of the work shall be as identified in the above-referenced plans, and generally on the land identified within Parcel ID# 0099200012 in St. Johns County on the eastern side of Limber Pine Boulevard off Greenbriar Road.

Exhibit C

Contractor's Proposal

[Attached beginning on following page]



PROPOSAL FORMS

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR HARDSCAPE WORK PART II. PROPOSAL FORM – (R) PRICING

SECTION I. PRICING.

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances as shown in the drawing set and as outlined in the attached Excel Bid Form (to be prepared and completed by Proposer) for the total lump sum of:

Five hundred seven thousand three hundred seventy-five
dollars and zero cents (In Words).
\$ 507,375.00 (In Figures).

Note: This lump sum amount must match the extended total price on the Proposer-provided Bid Form which shall provide detailed quantities, associated unit costs, and line item costs (extended to provide for total cost). In addition to providing a hard copy of this Bid Form, this information must be submitted electronically by the Proposer in Excel format. Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals.

This proposal made by and on behalf of:

Proposer Signature: *Matthew L. Carlton* Date: 2-25-2026

Address: 4615 US HWY 17, STE 1 Fleming Island, FL 32003

By: *Matthew L. Carlton*

Print Name: Matthew L. Carlton



PROPOSAL FORMS

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR HARDSCAPE WORK
PART II. PROPOSAL FORM – (F) UNIT COST SPREADSHEET

[SPREADSHEET TO BE PROVIDED UNDER SEPARATE COVER]

February 25, 2026



Schedule of Values

Project: Pinewalk Hardscape

Bid Item	Cost
General Conditions	\$ 65,039.00
Surveying/Layout	\$ 3,908.00
Materials Testing	\$ 1,500.00
Concrete	\$ 37,243.00
CMU	\$ 126,276.00
Stone Veneer	\$ 137,692.00
Cast Stone Caps	\$ 28,537.00
Signage	\$ 74,356.00
Electrical	\$ 24,743.00
Permit Fees	\$ 2,500.00
P&P Bond	\$ 5,581.00
Total	\$ 507,375.00

II. PROPOSAL FORMS

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Page 66

Unit Cost Spreadsheet



PROPOSAL FORMS

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR HARDSCAPE WORK PART II. PROPOSAL FORM – (G) SCHEDULE

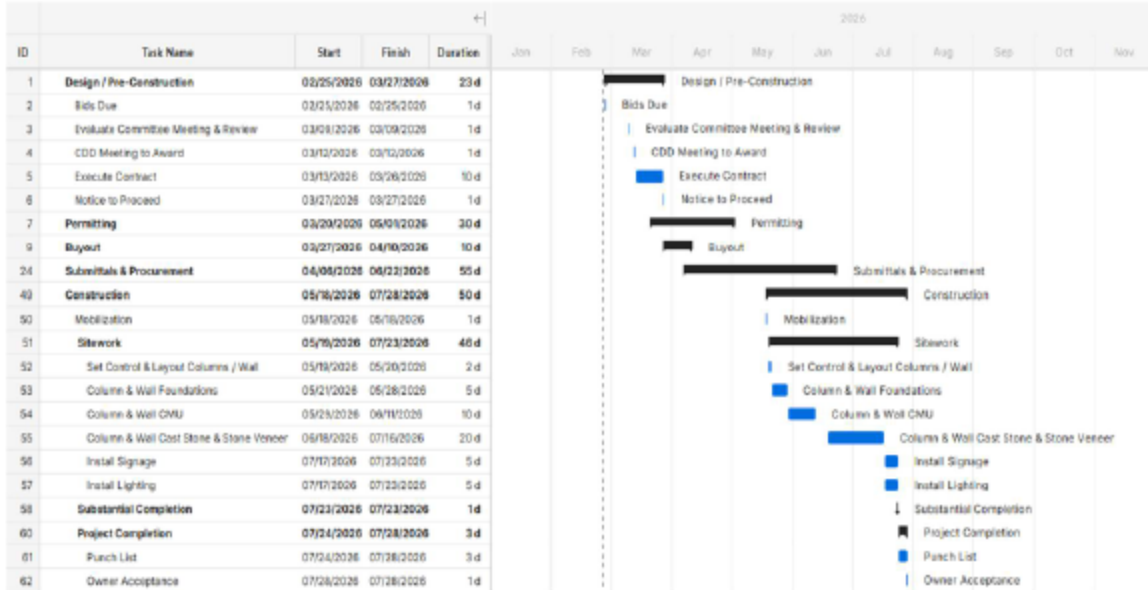
Contractor shall submit along with this Proposal a detailed project schedule. This chart shall include such milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed and the achievement of the Substantial Completion Deadline, as such events are defined in the Form of Construction Agreement. The number of CALENDAR DAYS occurring between the issuance of the Notice to Proceed and the achievement of the Substantial Completion Deadline is:

One Hundred twenty-three CALENDAR DAYS (in words)

123 CALENDAR DAYS (in figures). The District reserves the right to waive any informalities or to reject any and all proposals.



SCHEDULE



***Mobilization date is contingent upon contract execution, permits, and timely submittal review as some materials have a 10-week lead time.**

Exhibit D
Performance & Payment Bond

[Attached beginning on following page]

Bond to include separate Dual Obligee Rider(s) for St. Johns County and JEA

Exhibit E
Specifications

- i. Pinewalk – Main Entry Signage dated October 22, 2025, Sheets L100-101, L401-404, E101, E201, and E301, as prepared by Ervin, Lovett, Miller, Inc.
- ii. Florida Building Code Standards and Specifications
- iii. Applicable St Johns County Land Development Code Articles

V. TECHNICAL DOCUMENTS

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR HARDSCAPE WORK**

[TECHNICAL DOCUMENTS START NEXT PAGE]

V. TECHNICAL DOCUMENTS

1



ARCHITECTURE
LANDSCAPE ARCHITECTURE
ENGINEERING
PLANNING
INTERIOR DESIGN
ENVIRONMENTAL DESIGN
ARTS & CRAFTS



PINEWALK
MAIN ENTRY SIGNAGE
ST. JOHNS COUNTY, FLORIDA
RTI PARTNERS

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NO. 50	GENERAL NOTES

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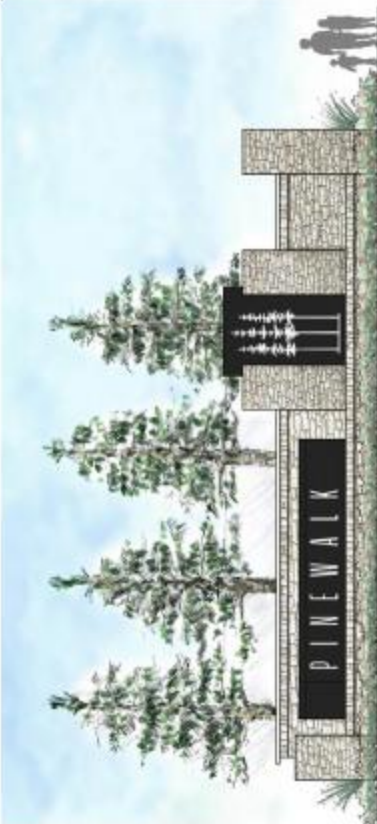
PINEWALK - MAIN ENTRY SIGNAGE

ST. JOHNS COUNTY, FLORIDA

HARDSCAPE CONSTRUCTION DOCUMENTS

DRAWING INDEX

- 1. GENERAL NOTES
- 2. GENERAL NOTES
- 3. GENERAL NOTES
- 4. GENERAL NOTES
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PROJECT TEAM

CIVIL ENGINEERING
RTI PARTNERS
1111 CENTRAL EXPRESSWAY, SUITE 200
ORLANDO, FLORIDA 32819
PH: 407.241.1111
WWW.RTI-PA.COM

LANDSCAPE ARCHITECTS
RTI PARTNERS
1111 CENTRAL EXPRESSWAY, SUITE 200
ORLANDO, FLORIDA 32819
PH: 407.241.1111
WWW.RTI-PA.COM

STRUCTURAL ENGINEERING
RTI PARTNERS
1111 CENTRAL EXPRESSWAY, SUITE 200
ORLANDO, FLORIDA 32819
PH: 407.241.1111
WWW.RTI-PA.COM

ELECTRICAL ENGINEERING
RTI PARTNERS
1111 CENTRAL EXPRESSWAY, SUITE 200
ORLANDO, FLORIDA 32819
PH: 407.241.1111
WWW.RTI-PA.COM

PN 181012 (REV. 03/18)



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RTI PATENTERS
MAIN ENTRY SIGNAGE
31, JOHNS COUNTY, FLORIDA

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HARDSCAPE
GENERAL NOTES &
SCHEDULE
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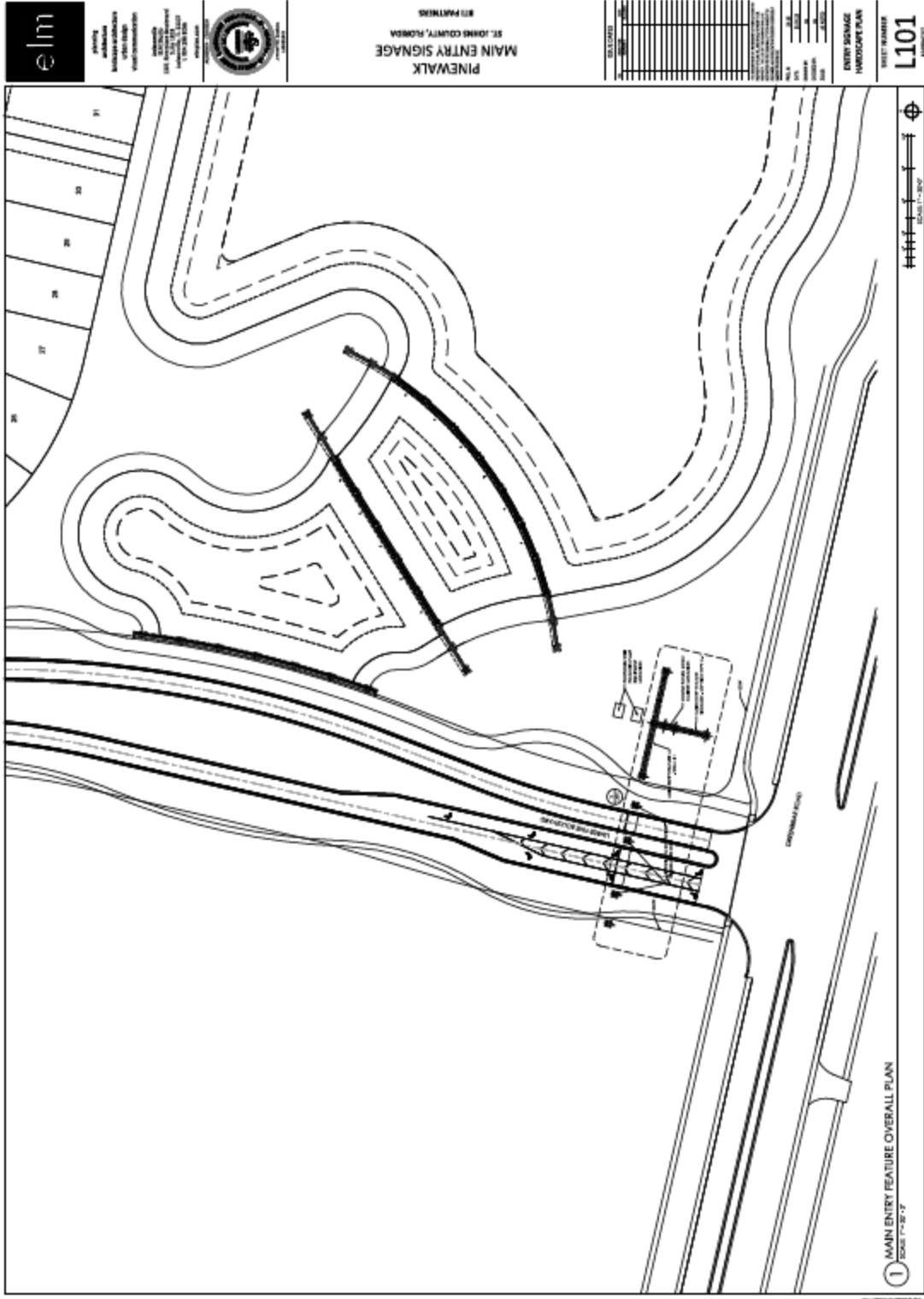
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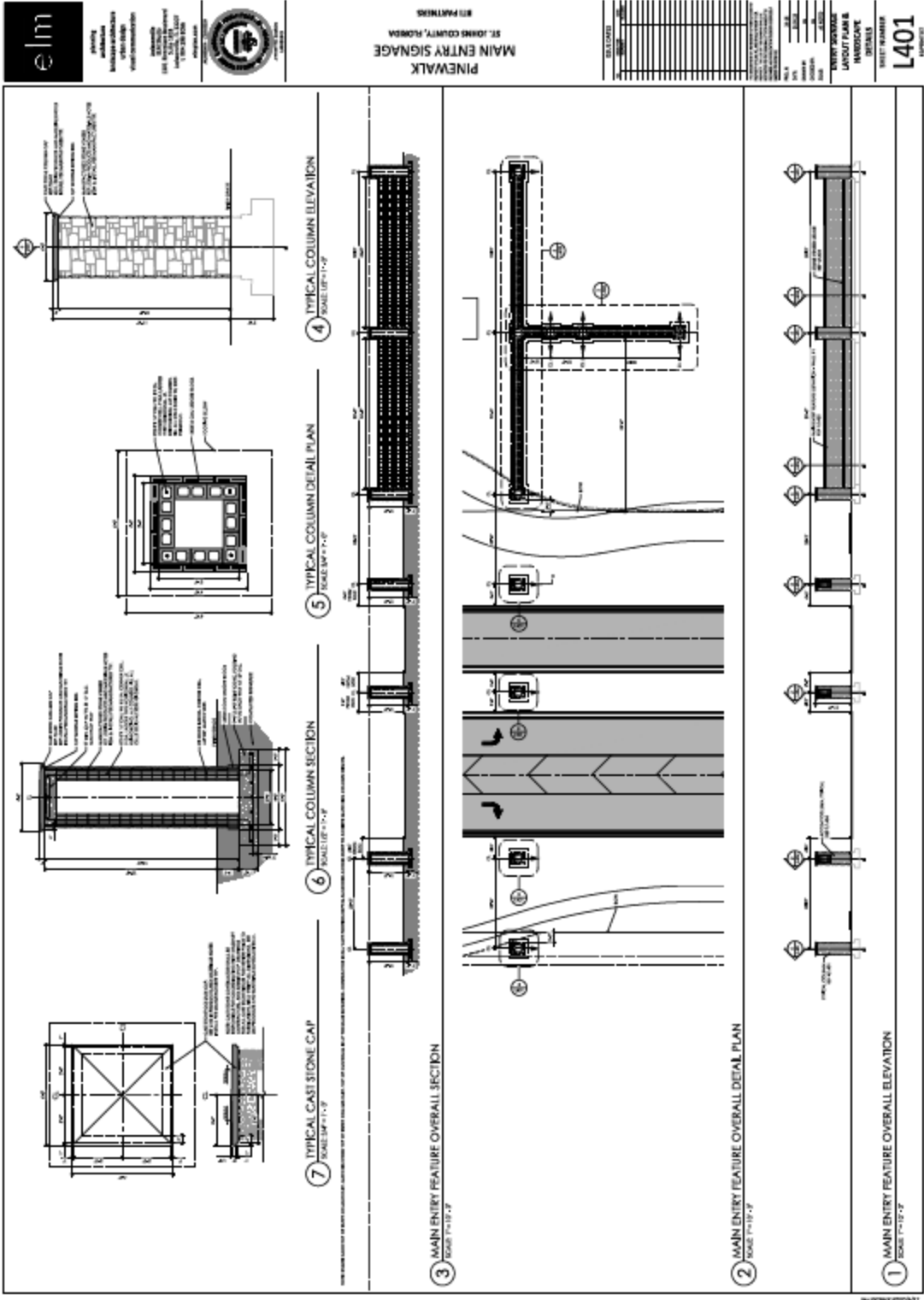
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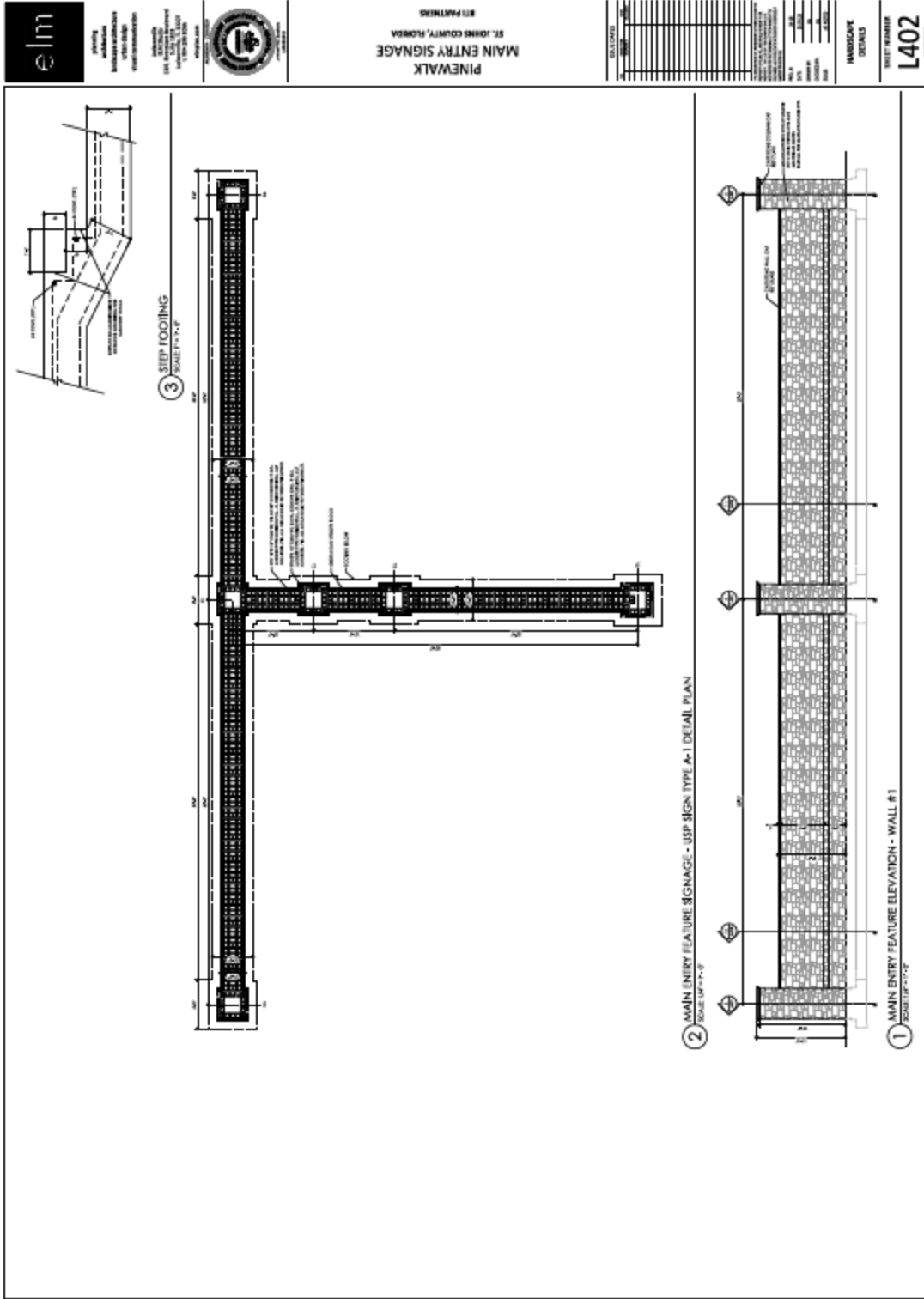
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
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ARCHITECT
ARCHITECTURE
INTERIORS
LANDSCAPE ARCHITECTURE

1000 W. UNIVERSITY BLVD.
SUITE 100
ANN ARBOR, MI 48106
TEL: 734.769.1200
WWW.ELMARCHITECTS.COM

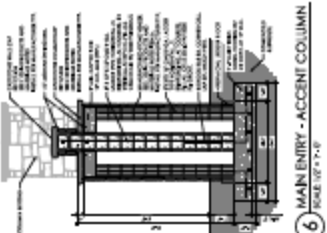


PINEWALK
ST. JOHNS COUNTY, FLORIDA
KIT PARTNERS

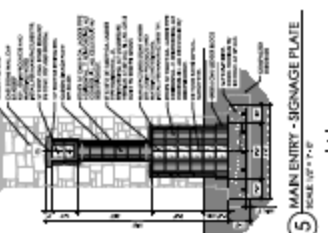
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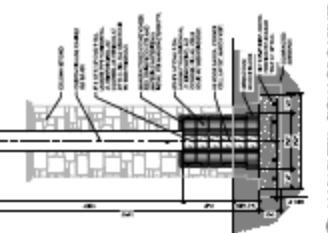
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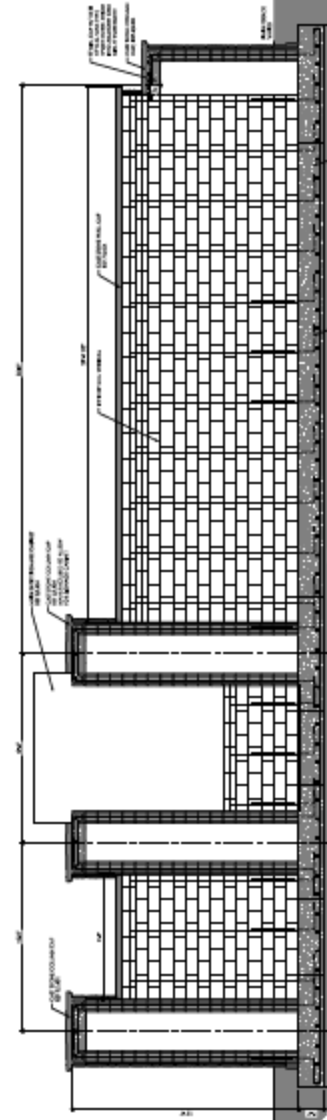
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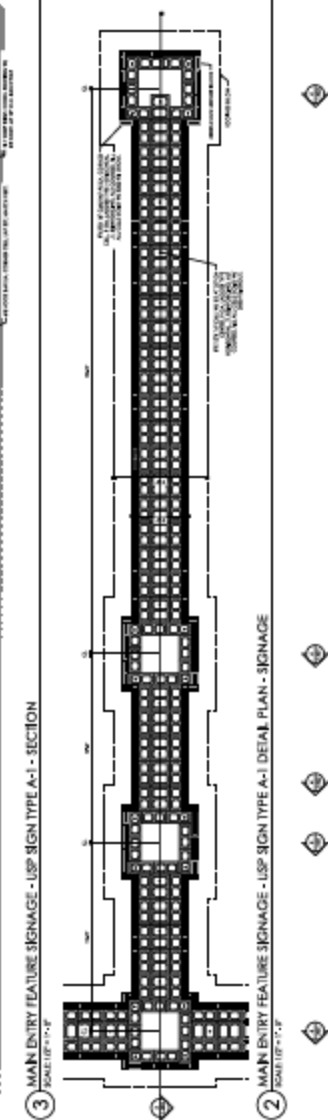
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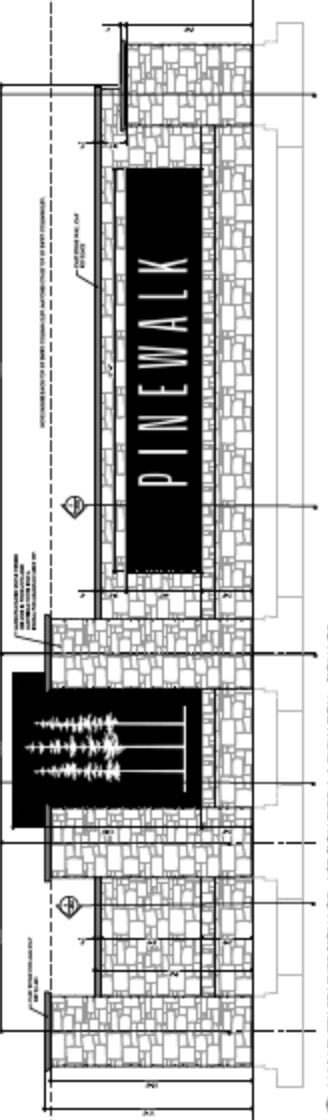
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SCALE: 1/8" = 1'-0"



GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2026**

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2026**

	General Fund	Debt Service Fund Series 2025	Capital Projects Fund Series 2025	Total Governmental Funds
ASSETS				
Cash	\$ 2,746	\$ -	\$ -	\$ 2,746
Investments				
Revenue	-	813,147	-	813,147
Reserve	-	830,269	-	830,269
Construction	-	-	699,032	699,032
Due from Landowner	66,575	-	2,279,358	2,345,933
Total assets	<u>\$ 69,321</u>	<u>\$ 1,643,416</u>	<u>\$ 2,978,390</u>	<u>\$ 4,691,127</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 58,230	\$ -	\$ -	\$ 58,230
Contracts payable	-	-	2,275,611	2,275,611
Retainage payable	-	-	803,662	803,662
Due to Landowner	-	18,991	360,601	379,592
Tax payable	92	-	-	92
Legal advertising advance	4,743	-	-	4,743
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>69,065</u>	<u>18,991</u>	<u>3,439,874</u>	<u>3,527,930</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	66,575	-	2,279,358	2,345,933
Unearned revenue	-	311,587	-	311,587
Total deferred inflows of resources	<u>66,575</u>	<u>311,587</u>	<u>2,279,358</u>	<u>2,657,520</u>
Fund balances:				
Restricted for:				
Debt service	-	1,312,838	-	1,312,838
Capital projects	-	-	(2,740,842)	(2,740,842)
Unassigned	(66,319)	-	-	(66,319)
Total fund balances	<u>(66,319)</u>	<u>1,312,838</u>	<u>(2,740,842)</u>	<u>(1,494,323)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 69,321</u>	<u>\$ 1,643,416</u>	<u>\$ 2,978,390</u>	<u>\$ 4,691,127</u>

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2026**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 5,284	\$ 39,804	\$ 103,740	38%
Total revenues	<u>5,284</u>	<u>39,804</u>	<u>103,740</u>	38%
EXPENDITURES				
Professional & administrative				
Supervisor	646	1,722	-	N/A
Management/accounting/recording**	4,000	28,000	48,000	58%
Legal	22,102	41,438	25,000	166%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	167	1,167	2,000	58%
Trustee*	4,246	4,246	5,500	77%
Telephone	17	117	200	59%
Postage	11	61	500	12%
Printing & binding	42	329	500	66%
Legal advertising	353	693	1,750	40%
Meeting room rental	-	-	2,000	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,565	6,200	90%
Contingencies/bank charges	85	577	1,000	58%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	145	210	69%
EMMA software service	-	1,750	2,000	88%
Total expenditures	<u>31,669</u>	<u>86,690</u>	<u>103,740</u>	84%
Excess/(deficiency) of revenues over/(under) expenditures	(26,385)	(46,886)	-	
Net change in fund balances	(26,385)	(46,886)	-	
Fund balances - beginning	(39,934)	(19,433)	-	
Fund balances - ending	<u>\$ (66,319)</u>	<u>\$ (66,319)</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 APRIL 30, 2026**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 480,712	\$ 792,299	61%
Interest	7,178	31,776	-	N/A
Total revenues	<u>7,178</u>	<u>512,488</u>	<u>792,299</u>	65%
EXPENDITURES				
Principal	-	-	165,000	0%
Interest	-	315,241	630,483	50%
Total expenditures	<u>-</u>	<u>315,241</u>	<u>795,483</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	7,178	197,247	(3,184)	
Net change in fund balances	7,178	197,247	(3,184)	
Fund balances - beginning	1,305,660	1,115,591	1,320,317	
Fund balances - ending	<u>\$ 1,312,838</u>	<u>\$ 1,312,838</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 APRIL 30, 2026**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Landowner contribution	\$ 955,188	\$ 2,534,245
Interest & misc income	1,242	951,600
Total revenues	<u>956,430</u>	<u>3,485,845</u>
EXPENDITURES		
Capital outlay	<u>21,150</u>	<u>9,150,901</u>
Total expenditures	<u>21,150</u>	<u>9,150,901</u>
Excess/(deficiency) of revenues over/(under) expenditures	935,280	(5,665,056)
Net change in fund balances	935,280	(5,665,056)
Fund balances - beginning	<u>(3,676,122)</u>	<u>2,924,214</u>
Fund balances - ending	<u><u>\$ (2,740,842)</u></u>	<u><u>\$ (2,740,842)</u></u>

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

DRAFT

**MINUTES OF MEETING
GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT**

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A Special Public Meeting of the Greenbriar Community Development District was held on May 5, 2026 at 10:00 a.m., at the offices of Regional Development, LLC, 50 Silver Forest Drive, Ste. 203, St. Augustine, Florida 32092.

Present:
Ernesto Torres District Manager

FIRST ORDER OF BUSINESS Call to Order/Roll Call

The meeting was called to order.

NOTE: NO OFFICIAL ACTION OF THE BOARD WILL BE TAKEN

**SECOND ORDER OF BUSINESS Public Opening of Qualifications Packages
in Response to Request for Qualifications
(“RFQ”)**

Mr. Torres stated the responses to the Request for Qualifications (RFQ) for the Construction Engineering & Inspection Services for Pinewalk Active Adult Collector Road Project will be opened. The deadline for receipt of the responses April 28, 2026 at 10:00 a.m. All responses received by the deadline will be opened and any received after the deadline will not be considered and will be returned unopened. Two sealed bids were received, as follows:

1. England-Thims & Miller, Inc.: The bid package was received on time. The bid package was sealed and, upon opening, contained nine copies of the response to the RFQ.
2. WSB: The bid package was received on time. The bid package was sealed and, upon opening, contained ten copies of the response to the RFQ.

THIRD ORDER OF BUSINESS UPCOMING MEETINGS

- **May 14, 2026 at 3:00 PM [Award of Contract: Construction Engineering & Inspection Services for Pinewalk Active Adult Collector Road Project]**
- **June 11, 2026 at 3:00 PM [Presentation of FY2027 Proposed Budget]**

FOURTH ORDER OF BUSINESS Adjournment

The meeting adjourned.

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Secretary/Assistant Secretary

Chair/Vice Chair

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

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**MINUTES OF MEETING
GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Greenbriar Community Development District held a Regular Meeting on May 14, 2026 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
Michael Eckert	District Counsel
Lyndsay Keller	District Engineer
Dave D’Ambrosio (via telephone)	BTI Partners
Joshua Feagin	Duval Landscaping

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 3:06 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 spoke.

THIRD ORDER OF BUSINESS

Review of Qualifications for Construction Engineering & Inspection Services for Pinewalk Active Adult Collector Road Project

A. Respondents

Mr. Torres stated that the bid opening was held and responses to the Construction Engineering & Inspection Services for Pinewalk Active Adult Collector Road Project Request for Qualifications (RFQ) were received from the following:

- England-Thims & Miller, Inc. (ETM)
- WSB, LLC

41 **B. Ranking/Evaluation**

42 Mr. Torres discussed the CDD’s level of familiarity with each respondent and their
43 qualifications. He provided the Evaluation Criteria Matix.

44 Mr. Eckert stated this is a project-specific RFQ for just the Pinewalk Active Adult Collector
45 Road Project. As this is an RFQ, there is no pricing; therefore, the respondents will be ranked
46 based on their qualifications. Once a ranking is determined, Staff will try negotiating a contract
47 with the #1 ranked respondent and, if terms cannot be reached, Staff will then proceed to the #2
48 ranked respondent.

49 Discussion ensued regarding the qualifications of each respondent and Evaluation Criteria
50 Matrix points structure. The Board collaboratively scored and ranked the respondents utilizing
51 the Evaluation Criteria Matrix, as follows:

	ETM	WSB
52 Ability and Adequacy of Professional Personnel:	25	25
53 Consultant’s Past Performance:	25	20
54 Geographic Location:	20	20
55 Willingness to Meet Time and Budget Requirements:	15	15
56 Certified Minority Business Enterprise:	0	0
57 Recent, Current and Projected Workloads:	8	8
58 Volume of Work Previously Awarded to Consultant by District:	0	2
59 TOTAL SCORE	93	90

60 The Board’s collaborative scores and ranking were as follows:

- 61 #1 ETM 93 points
- 62 #2 WSB 90 points

63 **C. Authorization to Negotiate and Finalize Contract(s)**

64 **On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor,**
65 **ranking ETM as the #1 ranked respondent to the Pinewalk Active Adult Collector**
66 **Road RFQ, authorizing District Staff to negotiate an agreement with ETM, the #1**
67 **ranked respondent, and authorizing Staff to proceed to the #2 ranked**
68 **respondent, if necessary, depending on negotiations, was approved.**

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75 **A. Respondents**

76 Mr. Torres stated that the Evaluation Committee met and reviewed the responses
77 received to the Pinewalk Landscape and Irrigation Services Request for Proposals (RFP). Mr.
78 Eckert stated that responses were received timely from Duval Landscape Maintenance, LLC
79 (Duval); BrightView Landscape Development, Inc. (BrightView); and Randy Suggs, Inc. (Suggs).
80 The response from Fernandina Mulch & Stone, LLC, d/b/a Liberty Landscape Supply (Liberty) was
81 received after the deadline.

82 The Evaluation Committee's recommendation is to reject the following responses, as
83 follows, for the following reasons:

84 Fernandina Mulch & Stone, LLC, d/b/a Liberty Landscape Supply: Reject as it was not
85 submitted within the required timeframe with all required information.

86 **On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor,**
87 **rejecting the Fernandina Mulch & Stone, LLC, d/b/a Liberty Landscape Supply**
88 **response, was approved.**

89
90 BrightView Landscape Development, Inc.: Deem nonresponsive and reject due to failure
91 to provide a bid bond, including an unknown price escalation in the proposal, limiting the
92 proposal price to being valid for 15 days, and subjecting their proposal price to reconfirmation at
93 the time of award.

94 **On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor,**
95 **deeming the BrightView Landscape Development Inc., response nonresponsive**
96 **and rejecting the proposal due to failure to provide a bid bond, including an**
97 **unknown price escalation in the proposal, limiting the proposal price to being**
98 **valid for 15 days, and subjecting their proposal price to reconfirmation at the**
99 **time of award, was approved.**

100
101 Randy Suggs, Inc.: Deem nonresponsive and reject due to failure to provide a bid bond,
102 failure to include the price of the payment performance bond in its proposal, subjecting the
103 proposal to an unknown price escalation if the job starts 90 days or more after the date of the
104 proposal even if already contracted, failure to provide proof of construction of three projects of
105 similar quality and scope with a minimum of \$2 million in total volume construction costs within
106 the last five years, and failure to fill out the official proposal forms in the Project Manual.

107 **On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor,**
108 **deeming the Randy Suggs, Inc., response as nonresponsive and rejecting the**
109 **proposal due to failure to provide a bid bond, failure to include the price of the**

110 payment performance bond in its proposal, subjecting the proposal to an
 111 unknown price escalation if the job starts 90 days or more after the date of the
 112 proposal even if already contracted, failure to provide proof of construction of
 113 three projects of similar quality and scope with a minimum of \$2 million in total
 114 volume construction costs within the last five years, and failure to fill out the
 115 official proposal forms in the Project Manual, was approved.

116
 117 **B. Ranking/Evaluation**

118 Mr. Eckert stated Duval Landscape Maintenance, LLC, the last remaining respondent, met
 119 the mandatory requirements and was ranked and scored by the Evaluation Committee.

120 **On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor,**
 121 **waiving any defects in the Duval Landscape Maintenance, LLC proposal that**
 122 **were not mandatory requirements under the RFP, was approved.**

123
 124 Mr. Eckert suggested a motion accepting the Evaluation Committee’s scoring, ranking and
 125 recommendation to rank Duval Landscape Maintenance, LLC, as the #1 ranked respondent to the
 126 RFP.

127 **C. Authorization to Negotiate and Finalize Contract(s)**

128 **On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor,**
 129 **accepting the Evaluation Committee’s scoring, ranking and recommendation to**
 130 **rank Duval Landscape Maintenance, LLC, as the #1 ranked respondent to the**
 131 **Pinewalk Landscape and Irrigation Service RFP as the Board’s own scores and**
 132 **ranking; and authorizing District Staff to negotiate an agreement with Duval**
 133 **Landscape Maintenance, was approved.**

134
 135 In response to a question, Mr. Eckert stated that the Evaluation Committee scored and
 136 ranked Duval and, in lieu of the Board scoring and ranking them separately, the Board accepted
 137 the Committee’s score and ranking.

138
 139 **FIFTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
 Statements as of March 31, 2026**

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 142 **On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor,**
 143 **the Unaudited Financial Statements as of March 31, 2026, were accepted.**

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 146 **SIXTH ORDER OF BUSINESS**

**Approval of April 16, 2026 Regular Meeting
 Minutes**

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On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor, the April 16, 2026 Regular Meeting Minutes, as presented, were approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Mr. Eckert stated that preparations are underway to be ready for the next bond issuance.

B. District Engineer: England-Thims & Miller

There was no report.

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

- **0 Registered Voters in District as of April 15, 2026**
- **NEXT MEETING DATE: June 11, 2026 at 3:00 PM [Presentation of FY2027 Proposed Budget]**
 - **QUORUM CHECK**
- **Performance Measures/Standards & Annual Reporting Form (for informational purposes)**

EIGHTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

NINTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Kramer and seconded by Mr. Benyowitz, with all in favor, the meeting adjourned at 3:25 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS MEETINGS & EVENTS FISCAL YEAR 2026 SCHEDULE

LOCATION

*St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine, Florida 32095
[Florida Flyers Academy]*

¹*St. Johns County Airport Authority, 4920 U.S. Hwy 1, North, St. Augustine, Florida 32095, [Old Terminal]*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2025	Board of Supervisors Regular Meeting	2:00 PM 3:00 PM
November 13, 2025	Public Hearing and Regular Meeting <i>Designation of New ERU Factor for Townhomes</i>	3:00 PM
December 11, 2025 CANCELED	Board of Supervisors Regular Meeting	3:00 PM
January 8, 2026 CANCELED	Board of Supervisors Regular Meeting	3:00 PM
February 12, 2026 CANCELED	Board of Supervisors Regular Meeting	3:00 PM
March 12, 2026 ¹	Board of Supervisors Regular Meeting & Audit Committee Meeting	3:00 PM
April 3, 2026	RFQ for Construction Engineering & Inspection Services for Pinewalk Active Adult Collector Road Project Available	10:00 AM
The RFQ will be available beginning April 3, 2026 at 10:00 a.m. (EST) by emailing a request to Daphne Gillyard at gillyardd@whhassociates.com		
April 9, 2026 <i>rescheduled to April 16, 2026</i>	Board of Supervisors Regular Meeting	3:00 PM
April 14, 2026	RFQ Construction Engineering & Inspection Services for Pinewalk Active Adult Collector Road Project <i>Questions Due</i>	5:00 PM
Questions concerning this RFQ must be directed by e-mail only to Ernesto Torres at torrese@whhassociates.com with e-mail copies to Michael Eckert at michael.eckert@kutakrock.com , no later than 5:00 p.m. (EST) on April 14, 2026 . All questions received by the above deadline may be aggregated into a single document.		
April 16, 2026 ¹	Board of Supervisors Regular Meeting	3:00 PM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
April 21, 2026	RFQ Construction Engineering & Inspection Services for Pinewalk Active Adult Collector Road Project <i>Questions Answered</i>	5:00 PM
Answers to questions, if any, will be returned via email to all Respondents who have downloaded an RFQ on or before 5:00 p.m. (EST) on April 21, 2026.		
April 28, 2026	RFQ Construction Engineering & Inspection Services for Pinewalk Active Adult Collector Road Project <i>Qualifications Due</i>	10:00 AM
Each firm desiring to submit a response to the RFQ must submit an electronic copy of the firm's response on a flash drive, and in a PDF format, along with one original and eight (8) copies of the firm's response, no later than April 28, 2026 at 10:00 a.m. (EST) to the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ATTN: Ernesto Torres (" Submittal Location ").		
May 5, 2026	Special Public Meeting - RFQ for Construction Engineering & Inspection Services for Pinewalk Active Adult Collector Road Project <i>Qualifications Opening</i>	10:00 AM
A special public meeting of the District will be conducted on May 5, 2026 at 10:00 a.m. (EST) at the offices of Regional Development, LLC, 50 Silver Forest Drive, Ste. 203, St. Augustine, Florida 32092 to open the responses and read the names of the Respondents.		
May 14, 2026	Board of Supervisors Regular Meeting	3:00 PM
June 11, 2026	Board of Supervisors Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	3:00 PM
July 9, 2026	Board of Supervisors Regular Meeting	3:00 PM
August 13, 2026	Board of Supervisors Regular Meeting	3:00 PM
September 10, 2026	Board of Supervisors Regular Meeting	3:00 PM

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

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

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

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

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

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

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

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

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

Achieved: Yes No

Goal 1.3

Access to Records Compliance

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

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

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

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 **District Infrastructure and Facilities Inspections**

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

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

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

Achieved: Yes No

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 **Annual Budget Preparation**

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

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

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

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: 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

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