

# **ORANGE BRANCH**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**May 28, 2025**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

# **ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **AGENDA**

## **LETTER**



**Orange Branch 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**

May 21, 2025

Board of Supervisors  
Orange Branch Community Development District

Dear Board Members:

The Board of Supervisors of the Orange Branch Community Development District will hold a Regular Meeting on May 28, 2025 at 10:00 a.m., at the St. Johns County Service Center, Julington Creek Branch Multipurpose Room, 725 Flora Branch Blvd., St. Johns, Florida 32259. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 2026*
  - Administration of Oath of Office to Appointed Supervisor *(the following to be provided in a separate package)*
    - A. Required Ethics Training and Disclosure Filing
      - Sample Form 1 2023/Instructions
    - B. Membership, Obligations and Responsibilities
    - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-01, Electing and Removing Officers of the District, and Providing for an Effective Date
5. Consideration of Resolution 2025-02, Approving a Proposed Budget for Fiscal Year 2026; and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Publication; Addressing Severability; and Providing an Effective Date
6. Consideration of Resolution 2025-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date

**ATTENDEES:**

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

7. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
  - A. Affidavit of Publication
  - B. RFQ Package
  - C. Respondent: *England-Thims & Miller, Inc.*
  - D. Competitive Selection Criteria/Ranking
  - E. Award of Contract
    - Consideration of Continuing Engineering Services Agreement
8. Ratification Items
  - A. Big Z Pool Service, LLC Agreement for Monthly Fountain Service
  - B. Landcare Group, Inc. Agreement for Landscape Maintenance Services
  - C. Landings at Greenbriar Phase 1A Acquisition Package (Entry Monument)
  - D. Landings at Greenbriar Phase 1AA Acquisition Package
  - E. Landings at Greenbriar Phase 1AB Acquisition Package
  - F. Landings at Greenbriar Phase 1AB Spine Road Acquisition Package
  - G. Landings at St. Johns Phase 1A Acquisition Package
  - H. Landings at St. Johns Phase 1B Acquisition Package
9. Acceptance of Unaudited Financial Statements as of April 30, 2025
10. Approval of June 17, 2024 Public Hearings and Regular Meeting Minutes
11. Staff Reports
  - A. District Counsel: *Kilinski | Van Wyk PLLC*
  - B. District Engineer: *England-Thims & Miller, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: June 16, 2025 at 11:00 AM

○ QUORUM CHECK

SEAT 1	JUSTIN DUDLEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	C AUSTEN ROBERTS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	TAYLOR LARZA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ZACH DECKER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

12. Board Members' Comments/Requests
13. Public Comments
14. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

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

**PARTICIPANT PASSCODE: 413 553 5047**

# **ORANGE BRANCH**

## **COMMUNITY DEVELOPMENT DISTRICT**

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**ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

**ACKNOWLEDGMENT OF OATH BEING TAKEN**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Orange Branch Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

-----  
MAILING ADDRESS: ☐ Home ☐ Office County of Residence \_\_\_\_\_

\_\_\_\_\_  
Street Phone Fax

\_\_\_\_\_  
City, State, Zip Email Address

# **ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2025-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ORANGE  
BRANCH COMMUNITY DEVELOPMENT DISTRICT ELECTING AND  
REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN  
EFFECTIVE DATE**

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

**WHEREAS**, the District’s Board of Supervisors desires to elect and remove certain Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE ORANGE BRANCH COMMUNITY  
DEVELOPMENT DISTRICT:**

**SECTION 1.** The following is/are elected as Officer(s) of the District effective May 28, 2025:

\_\_\_\_\_ is elected Chair

\_\_\_\_\_ is elected Vice Chair

\_\_\_\_\_ is elected Assistant Secretary

\_\_\_\_\_ is elected Assistant Secretary

\_\_\_\_\_ is elected Assistant Secretary

Felix Rodriguez is elected Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of May 28, 2025:

\_\_\_\_\_

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED** this 28th day of May, 2025.

ATTEST:

**ORANGE BRANCH COMMUNITY  
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors



# **ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

## RESOLUTION 2025-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of Orange Branch Community Development District (“**District**”) prior to June 15, 2025, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2026**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT:**

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2025

HOOR: 10:00 AM

LOCATION: St. Johns County Service Center,  
Julington Creek Branch Multipurpose Room  
725 Flora Branch Blvd  
St. Johns, Florida 32259

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County, Florida at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed

Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 28TH DAY OF MAY, 2025.**

ATTEST:

**ORANGE BRANCH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

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

**Exhibit A:** Proposed Budget for Fiscal Year 2026

**Exhibit A:** Proposed Budget for Fiscal Year 2026

**ORANGE BRANCH  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2026**

**ORANGE BRANCH  
COMMUNITY DEVELOPMENT DISTRICT  
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**ORANGE BRANCH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 03/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
<b>REVENUES</b>					
Landowner contribution	\$ 98,790	\$ 33,222	\$ 65,568	\$ 98,790	\$ 746,365
Total revenues	98,790	33,222	65,568	98,790	746,365
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording**	48,000	12,000	36,000	48,000	48,000
Legal	25,000	2,171	22,829	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	2,000	-	2,000	2,000	2,000
Trustee*	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,750	-	1,750	1,750	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	6,800
Contingencies/bank charges	750	908	-	908	1,500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	98,790	20,604	77,844	98,448	100,840
<b>Amenity Center</b>					
Utilities					
Telephone & internet	-	-	-	-	5,625
Electric	-	-	-	-	22,500
Water/irrigation	-	-	-	-	18,750
Trash removal	-	-	-	-	2,250
Security	-	-	-	-	9,000
Alarm monitoring	-	-	-	-	-
Monitoring	-	-	-	-	-
Access cards	-	-	-	-	3,000
Management contracts					
Facility management	-	-	-	-	20,000
Pool maintenance	-	-	-	-	55,000
Pool repairs	-	-	-	-	8,000
Pool chemicals	-	-	-	-	8,000
Janitorial services	-	-	-	-	20,000
Janitorial supplies	-	-	-	-	5,000
Facility maintenance	-	-	-	-	15,000
Fitness equipment lease	-	-	-	-	54,000
Pest control	-	-	-	-	2,700
Pool permits	-	-	-	-	1,000
Repairs & maintenance	-	-	-	-	-
Maintenance	-	-	-	-	20,000
New capital projects	-	-	-	-	-
Special events	-	-	-	-	1,000
Holiday decorations	-	-	-	-	8,000
Fitness center repairs/supplies	-	-	-	-	-
Office supplies	-	-	-	-	1,500
Operating supplies	-	-	-	-	-
ASCAP/BMI license	-	-	-	-	500
Insurance property	-	-	-	-	35,000
Total amenity center	-	-	-	-	315,825

**ORANGE BRANCH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 03/31/2025	Projected through 9/30/2025	Total Actual & Projected	
<b>Field operations</b>					
Field management	-	-	-	-	12,000
Landscape Services	-	15,804	-	15,804	240,000
Landscape contingency	-	-	-	-	25,000
Fountain maintenace	-	-	-	-	2,700
Property appraiser	-	-	-	-	-
Total field operations	-	15,804	-	15,804	\$279,700
Total expenditures	98,790	36,408	77,844	114,252	696,365
Excess/(deficiency) of revenues over/(under) expenditures	-	(3,186)	(12,276)	(15,462)	50,000
Fund balance - beginning (unaudited)	-	(1,007)	(4,193)	(1,007)	(16,469)
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(4,193)	(16,469)	(16,469)	33,531
Fund balance - ending	\$ -	\$ (4,193)	\$ (16,469)	\$ (16,469)	\$ 33,531

\*These items will be realized when bonds are issued.

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



**ORANGE BRANCH  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording**	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (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.</p>	
Legal	25,000
<p>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.</p>	
Engineering	2,000
<p>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.</p>	
Audit	5,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	2,000
<p>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 &amp; Associates serves as dissemination agent.</p>	
Trustee*	5,500
Telephone	200
Postage	500
<p>Telephone and fax machine.</p>	
Printing & binding	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Legal advertising	1,750
<p>Letterhead, envelopes, copies, agenda packages</p>	
Annual special district fee	175
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Insurance	6,800
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Contingencies/bank charges	1,500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210

**ORANGE BRANCH  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

**Amenity Center**

Utilities	5,625
Telephone & internet	22,500
Electric	18,750
Water/irrigation	2,250
Trash removal	9,000
Security	-
Alarm monitoring	-
Monitoring	3,000
Access cards	-
Management contracts	20,000
Facility management	-
Landscape maintenance	-
Annuals & pine straw	-
Landscape contingency	-
Field management	55,000
Pool maintenance	8,000
Pool repairs	8,000
Pool chemicals	20,000
Janitorial services	5,000
Janitorial supplies	15,000
Facility maintenance	54,000
Fitness equipment lease	2,700
Pest control	1,000
Pool permits	-
Repairs & maintenance	20,000
Maintenance	-
New capital projects	1,000
Special events	8,000
Holiday decorations	-
Fitness center repairs/supplies	1,500
Office supplies	-
Operating supplies	-
ASCAP/BMI license	500
Insurance property	35,000
Field operations	12,000
Field management	240,000
Landscape Services	25,000
Aquatic maintenance***	2,700
Fountain maintenace	-
Property appraiser	-
Total expenditures	<u><u>\$ 696,365</u></u>

# **ORANGE BRANCH**

## **COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2025-03**

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE  
ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT:**

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

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

**PASSED AND ADOPTED** this 28th day of May, 2025.

ATTEST:

**ORANGE BRANCH COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# EXHIBIT "A"

ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>St. Johns County Service Center, Julington Creek Branch Multipurpose Room 725 Flora Branch Blvd., St. Johns, Florida 32259.</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2025	Regular Meeting	11:00 AM
November 17, 2025	Regular Meeting	11:00 AM
December 15, 2025	Regular Meeting	11:00 AM
January __, 2026*	Regular Meeting	__:__ AM/PM
February __, 2026*	Regular Meeting	__:__ AM/PM
March 16, 2026	Regular Meeting	11:00 AM
April 20, 2026	Regular Meeting	11:00 AM
May 18, 2026	Regular Meeting	11:00 AM
June 15, 2026	Regular Meeting	11:00 AM
July 20, 2026	Regular Meeting	11:00 AM
August 17, 2026	Regular Meeting	11:00 AM
September 21, 2026	Regular Meeting	11:00 AM

## \*Exceptions

*The January meeting date is on the Martin Luther King Day holiday.*

*The February meeting date is on the Presidents' Day holiday.*

**ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**7A**

# LOCALiQ

## FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

### **AFFIDAVIT OF PUBLICATION**

Daphne Gillyard  
Orange Branch CDD C/O District Manager  
2300 Glades RD # 410  
Boca Raton FL 33431-7386

STATE OF WISCONSIN, COUNTY OF BROWN

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

06/19/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/19/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$178.80	
Tax Amount:	\$0.00	
Payment Cost:	\$178.80	
Order No:	10290256	# of Copies:
Customer No:	1403114	1
PO #:		

**THIS IS NOT AN INVOICE!**

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

RYAN SPELLER  
Notary Public  
State of Wisconsin

**REQUEST FOR QUALIFICATIONS ("RFQ") FOR ENGINEERING SERVICES FOR ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT**

Orange Branch Community Development District (the "District"), located in St. Johns County, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis and for the design and construction administration associated with the District's capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in St. Johns County, Florida; e) the geographic location of the Applicant's headquarters and offices; f) and the current and projected workloads of the Applicant. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants must submit one electronic copy and one hard copy of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on July 3, 2024 and to the attention of Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District Manager's Office").

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager's Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager's Office, must be filed in writing with the District Manager's Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to Craig Wrathell at [wrathellc@whhassociates.com](mailto:wrathellc@whhassociates.com).

6/19/24 (10290256)



**ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**7B**

## **REQUEST FOR QUALIFICATIONS ("RFQ") FOR ENGINEERING SERVICES FOR ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT**

Orange Branch Community Development District (the "District"), located in St. Johns County, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis and for the design and construction administration associated with the District's capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in St. Johns County, Florida; e) the geographic location of the Applicant's headquarters and offices; f) and the current and projected workloads of the Applicant. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants must submit one electronic copy and one hard copy of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on July 3, 2024 and to the attention of Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District Manager's Office").

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager's Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager's Office, must be filed in writing with the District Manager's Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to Craig Wrathell at [wrathellc@whhassociates.com](mailto:wrathellc@whhassociates.com).

**ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT  
DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS**

**COMPETITIVE SELECTION CRITERIA**

**1) Ability and Adequacy of Professional Personnel** (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

**2) Consultant's Past Performance** (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc.

**3) Geographic Location** (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

**4) Willingness to Meet Time and Budget Requirements** (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

**5) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

**6) Recent, Current and Projected Workloads** (Weight: 10 Points)

Consider the recent, current and projected workloads of the firm.

**ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**7C**



An aerial photograph of a community pool and park. The pool is large and irregularly shaped, with several slides and a central island. It is surrounded by many palm trees and other landscaping. There are several buildings, including a large one with a dark roof and a smaller one with a light roof. A green and yellow inflatable structure is on a grassy area. The background shows a street grid.

Orange Branch Community Development District

# Request for Qualifications for Engineering Services

July 3, 2024

**ETM**  
ENGLAND-THIMS & MILLER



July 3, 2024

Wrathell, Hunt and Associates, LLC  
2300 Glades Road  
Suite 410W  
Boca Raton, Florida 33431

**Reference: Request for Qualifications for Engineering Services for the  
Orange Branch Community Development District**

Dear Mr. Wrathell,

**England-Thims & Miller, Inc. (ETM)** is proud to respond to the Orange Branch Community Development District's request for qualifications for District Engineer, general engineering services, and engineering services on an ongoing basis for the design and construction administration associated with the District's capital improvement plan. The Orange Branch Community Development District (CDD) will create a spectacular and high-quality community infrastructure that will go above and beyond serving the needs of the residents of the District for years to come. To accomplish this, it is important that the CDD engage a District Engineer that understands your true vision and possesses the experience to deliver effective strategies that will create the desired sense of place while meeting the budget and time constraints.

It is no coincidence that when land owners want to build lasting communities, they contact ETM. In our 47+ years, ETM has emerged as THE Premier District Engineer in the Northeast and Central Florida market. Clients select ETM as their partner due to our exceptional quality service and our experience providing engineering solutions for the largest and most successful communities in the region.

ETM is a locally-based engineering firm that employs a large team of development managers, engineers, landscape architects, planners, and construction field representatives. ETM has the necessary experience working in tandem with land owners and their chosen representatives on numerous projects where multiple consultants were involved. This experience will allow us to navigate the project intricacies and better serve the Orange Branch CDD. Our qualified team of professionals is able to provide the following:

**Experienced Personnel:** ETM employs over 360 professionals, including Land Development Specialists, who have extensive experience as District Engineer for over 40 CDDs throughout the state. We have developed deep-seated relationships while working closely with local and state agencies, and public-sector management. Our depth of resources coupled with our experience uniquely qualifies ETM to serve as your District Engineer.



ETM understands the District's focus on schedule and budget, and we know that the most efficient way to complete a project is to develop a well thought-out, high-level strategic approach.

**Accessibility:** Due to the size of the Orange Branch CDD and the multitude of simultaneous projects within the District, having a readily accessible District Engineer is imperative. With our office located less than an hour away, the District can count on an immediate response to any onsite needs.

**Extensive Experience with Community Development Districts:** Our team has extensive experience with large-scale Community Development Districts. Because of this experience, we are able to apply lessons learned, effective project management, and creative solutions to minimize costs and accelerate schedules.

**FDOT Experience:** Not only does our team have extensive experience with Community Development Districts, we also have the knowledge, familiarity, and expertise with FDOT projects. ETM is well-versed in bridge construction oversight and roadway design throughout Districts 2 and 5. This experience ranges from small widening and resurfacing jobs to large interchange improvements projects. In addition to design and surveying functions, ETM is also prequalified in FDOT Work Group 2.0 (PD&E Studies) and is ready to provide those services to our clients as well.

**Effective Development Strategies that Create the Desired Sense of Place:** The creation of a sense of place requires attention to detail and an eye for design. Our project team members understand the relationship between human scale and sense of place, and have the knowledge to create each. We engage with our in-house planning, landscape architecture, CEI, and transportation departments to achieve the desired vision and goal for the District. Because of our partnerships with multiple CDDs, we acknowledge the importance of community features and fully comprehend the importance of anticipating any negative impacts that traditional design features may impose. Our professionals are trained to avoid these mistakes and will ensure that our design enhances the overall feel of this community.

ETM appreciates the opportunity to submit our statement of qualifications to serve as the District Engineer for this rising community. We look forward to lending our time, talent, and expertise to the District to help you obtain your goal - to build an exquisite Florida community.

Sincerely,

**ENGLAND-THIMS & MILLER, INC.**

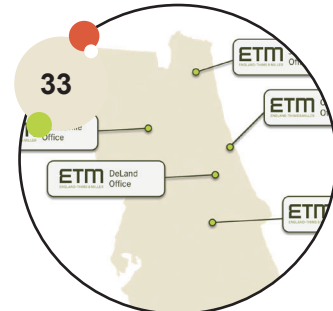
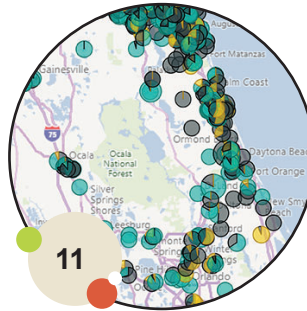
A handwritten signature in dark ink, appearing to read "George Katsaras", with a long horizontal flourish extending to the right.

**George Katsaras, PE**

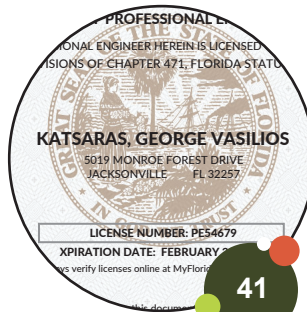
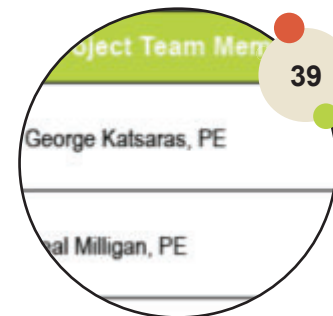
**District Engineer**



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2015	10.39%
2016	28.66%
2017	10.59%
2018	20.73%
2019	20.19%
2020	16.30%
	21.39%
	8.42%



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Tab 1

# **ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL**

# 1

# ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

Because ETM has served as the District Engineer for over 40 Special Districts, we have acquired a surplus of knowledge, experience, and an unrivaled familiarity with local governing agencies.

## OUR SPECIAL DISTRICT EXPERIENCE

Community Development Districts (CDDs) are unique. The potential is greater, the focus is larger, and the associated risks are much higher. But when we successfully design a community together, the professional and emotional satisfaction is incomparable.

Our engineers have a solid reputation in the industry that is underscored by our extensive experience as District Engineer for multiple Master Planned Communities (MPCs) throughout Florida. Additionally, 47 years in business has resulted in valued relationships with local governments, utility and regulatory agencies, and trusted teaming partners. These relationships enable us to provide the Orange Branch CDD with exceptional service and dedication.

## OUR HISTORY AND CURRENT PROFILE

ETM has evolved from a two-person, land development engineering company to the award-winning, full-service development services firm you know and recognize today. Founded in 1977, our primary focus was to support private sector growth in Northeast Florida. As we grew, so did our territory, client base, and reputation. As a result, we became known for providing innovative quality engineering services for land development efforts.

Because of our success, the leadership of ETM felt encouraged to expand the company's service lines to meet the needs of both public and private sector clients. Today, these additional services position us as a one-stop shop and encompass the entire lifespan of a project, beginning with strategy, development, and planning, and culminating with inspection and closeout.

- Planning/Entitlements
- Land Development
- Utility Master Planning and Design
- Landscape Architecture
- Program Management
- Water Resources and Environmental Permitting
- Transportation and Traffic Engineering
- Construction Engineering and Inspection (CEI)
- Geographic Information Systems (GIS)
- Surveying and Mapping





Today, CDDs, Stewardship Districts and Master Planned Communities (MPCs) represent our single largest business sector and generate well over 25% of our annual volume. ETM employs over 300 professionals spanning offices in Jacksonville, Nassau County, Volusia County, Gainesville, and Central Florida. Now, with consulting and engineering capabilities ranging from deal structure, master planning and alternatives evaluation through final design and construction administration, we offer the expertise required to deliver any project anticipated by the Orange Branch CDD.

## **PROFESSIONAL SNAPSHOT**

Successfully delivering results will require a diversified group of experienced engineering professionals with an excellent track record and the expertise necessary to meet the goals for the Orange Branch CDD. ETM currently employs the following professionals, all available to help meet the needs of the Orange Branch CDD:

- 50 Civil Engineers
- 11 Project Managers
- 4 Planners
- 19 GIS Specialists
- 23 CAD Technicians/Designers
- 11 Technicians/Analysts
- 53 Construction Inspectors/Managers
- 7 Landscape Architects
- 85 Survey Personnel
- 40 Administrative Personnel





## **EXECUTIVE MANAGEMENT**

Today, the day-to-day management and ownership of the firm has been successfully transitioned from the founder to the next generation, and is composed of a hands-on executive leadership team of 33 shareholders. We practice a debt-free approach to business that provides our clients with the assurance of our financial stability to continue steady growth and expansion of services. To ensure our focus on quality, we adhere to a stringent Executive Vice President led Quality Assurance/Quality Control process as part of our everyday practice.

## **QUALIFIED PROJECT TEAM**

To address the projects anticipated as part of the Orange Branch CDD, we have assembled a very experienced core project team that will be supported by additional ETM staff, as needed. The technical excellence you will receive is a direct result of the experience of our professionals who possess the commitment and resolution to foster innovation and drive performance. Our team has the ability to anticipate project challenges and leverage lessons learned to develop cost-effective and schedule-sensitive solutions.

The ETM team has collectively served the needs of over 40 CDDs and SDs in Florida. We have experience coordinating with many public agencies, including the Florida Department of Transportation, Volusia County, JEA, the US Army Corps of Engineers, the Florida Department of Environmental Protection, and the St. Johns River Water Management District.

We proudly present our key team contributors on the following pages. Each has established themselves as deeply respected, well-seasoned professionals within their area of expertise.

# PROJECT TEAM



**George Katsaras, PE**

Mr. Katsaras has 29 years of experience in a wide range of civil engineering projects for both the public and private sectors. He has been with ETM for 26 years, and his experience includes work on both small- and large-scale projects. His responsibilities at ETM include project management, construction document preparation, permitting, and contract administration. Mr. Katsaras' primary expertise and experience is in stormwater master planning, drainage design, water and sewer design, grading, and environmental permitting.

**Education:**

BS, Civil Engineering, Florida State University, 1994

**Professional Registration:**

Florida Professional Engineer, No. 54679

**Relevant Experience:**

- Durbin Crossing DRI
- Aberdeen DRI
- Tolomato CDD



**Neal Milligan, PE**

Mr. Milligan has 36 years of experience in general civil engineering. His primary emphasis and experience is in obtaining agency permits and providing grading, drainage, and water and sewer design for commercial, residential, and roadway projects in Northeast Florida. Project sizes vary between two acres and 4,000 acres.

**Education:**

MS, Civil Engineering, University of Florida, 1989

**Professional Registration:**

Florida Professional Engineer, No. 45951

**Relevant Experience**

- Del Webb Wildlight
- Landings at Greenbriar
- Del Webb Ponte Vedra



**Nick Horrell, EI**

Mr. Horrell has 2 years of civil engineering experience on both small- and large-scale projects with a focus on stormwater master planning, drainage design, water and sewer design, grading, and environmental permitting.

**Education:**

BS, Civil Engineering, University of Florida, 2022

**Relevant Experience:**

- Landings at Greenbriar





**Casey Dendor, AICP**

Ms. Dendor has 7 years of experience in Urban Planning in Central and Northeast Florida. Ms. Dendor oversees the land development and entitlement process and serves as a primary contact for government and agency reviewers. Her experience includes comprehensive and land use planning, concurrency and mobility planning, and land development and design regulations. Her prior experience also includes review of proposed land development entitlement applications and enforced regulation at the local level serving as a planner for St. Johns County.

**Education:**

BS, Public Administration, University of Central Florida, 2017

**Professional Registration:**

Certified Planner, AICP No. 341138

**Relevant Experience:**

- Landings at Greenbriar



**Jason Hall, PE**

Mr. Hall has 24 years of experience in highway design and construction on federal, state and local roadway systems. His responsibilities at ETM include project management, roadway design, utility design, cost estimation, temporary traffic control, permitting, and specifications development.

**Education:**

BS, Civil Engineering, University of Florida, 2002

**Professional Registration:**

Florida Professional Engineer, No. 62467

**Relevant Experience:**

- Greenbriar Road Widening
- Longleaf Pine Parkway Road Widening



**Jeff Brooks**

Mr. Brooks has 38 years of experience performing tasks relating to construction engineering and inspection including on-site construction inspection, conflict resolution and problem solving, materials testing and sampling, quality control, reporting and record-keeping, and as-built drawing updates of roadway, trail, and sidewalk construction projects. His many areas of expertise include construction representation, contract administration, project management, and documentation.

**Education:**

BS, Project Management, Colorado Technical University, 2010

**Relevant Experience:**

- Cypress Bluff CDD CEI
- Pine Ridge Plantation
- Palencia North
- Durbin Crossing





Tab 2

# CONSULTANT'S PAST PERFORMANCE

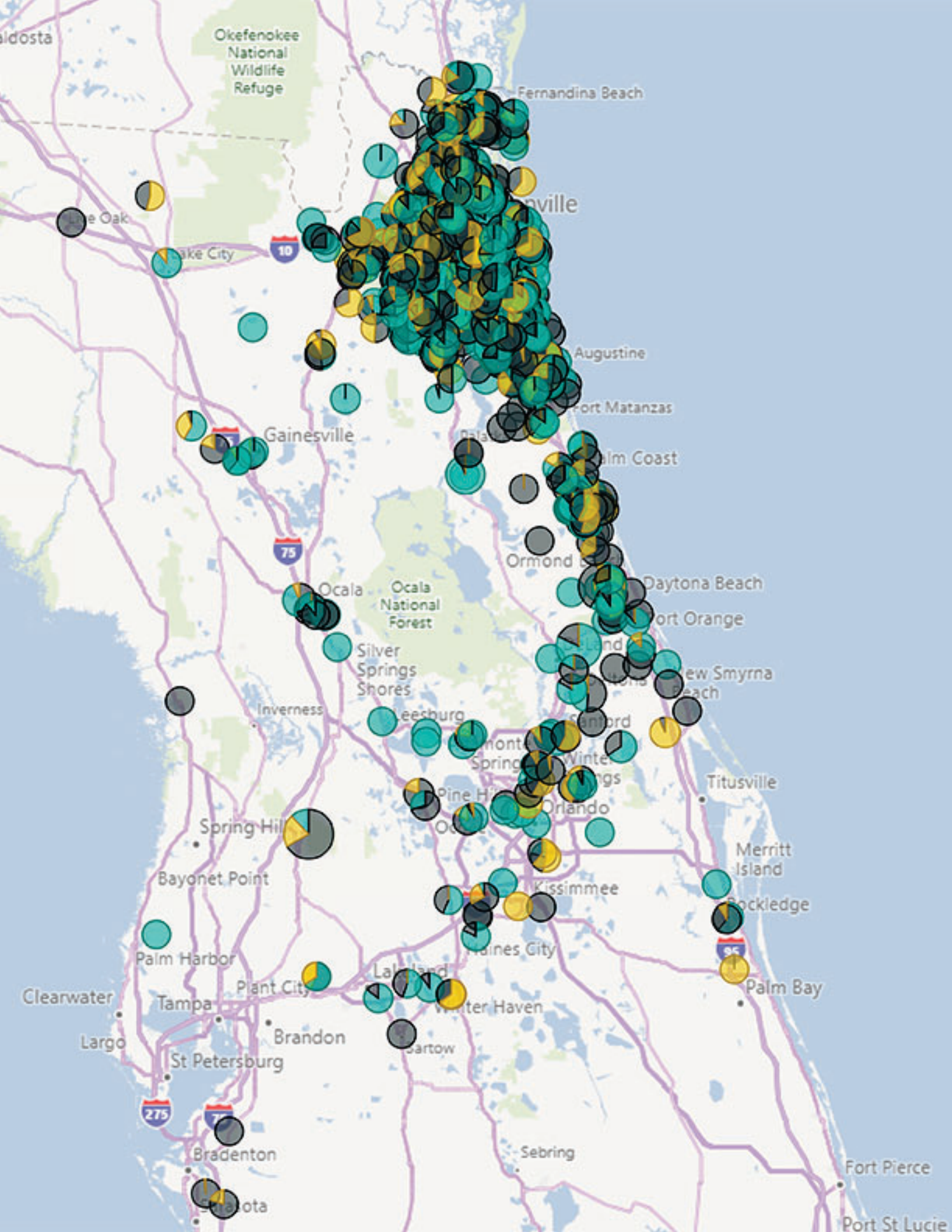
# 2

## CONSULTANT'S PAST PERFORMANCE

ETM has been honored and rewarded with the opportunity to be involved in the development of the region's most notable communities and their infrastructure. We are recognized for the solutions that emerged from our holistic approach during the development of these communities. The depth of our experiences and our relationships with local regulatory agencies are invaluable assets to our clients. The table below is a sampling of ETM's experience with CDDs.

Project*	County	Size	Dwelling Units	Non-Residential S.B.
Meadow View CDD	St. Johns County	860 Acres	1476 Units	Non-Residential - N/A
East Nassau Stewardship District	Nassau	24,000 Acres	24,000 Residential	11.5 Million SF Non-Residential
Tolomato (Nocatee) CDD	Duval & St. Johns	15,000 Acres	11,000 Single Family 4,000 Multi-Family	4 Million SF Office 1 Million SF Commercial/Retail 250,000 SF Industrial
Oakleaf (Double Branch CDD)	Clay	6,000 Acres	5,000 Residential	1 Million SF Commercial/Retail 2 Amenity Centers 82 Acre Park, Golf Course Community
Argyle Forest CDD	Clay & Duval	10,000 Acres	25,000 Residential	5 Million SF Non-Residential
Julington Creek Plantation CDD	St. Johns	5,000 Acres	5,800 Residential	750,000 SF Non-Residential
Southhaven CDD	St. Johns	314 Acres	345 Residential	\$2.2 Million Amenity/Recreation
Heritage Landing CDD	St. Johns	597 Acres	1,154 Residential	27 Acre Park/Recreation \$6.1 Million Amenity
Beach CDD (Tamaya)	Duval	780 Acres	2,400 Residential	500,000 SF Commercial/Retail 10,000 SF Clubhouse
Aberdeen CDD	St. Johns	1,300 Acres	1,623 Single Family 395 Multi-Family	40,000 SF Office 60,000 SF Commercial 10,000 SF Community Park
Durbin Crossing CDD	St. Johns	2,047 Acres	2,500 Residential	170,000 SF Office/Retail
Bartram Park CDD	Duval & St. Johns	3,600 Acres	2,000 Single Family 7,000 Multi-Family 330 Hotel Rooms	1.3 Million SF Commercial 1.6 Million SF Office
Bartram Springs CDD	Duval	1,000 Acres	1,400 Residential	19 Acre School Site 7 Acre City Park
Six Mile Creek (TrailMark)	St. Johns	1,282 Acres	2,278 Residential	7 Acre Amenity Village 30 Acre Community Park 17 Acre Neighborhood Park

\*Note: CDD names may differ from project title.



# ETM'S FLORIDA FOOTPRINT SINCE 2021

OUR TREMENDOUS  
SPECIAL DISTRICT  
EXPERIENCE  
INCLUDES:



**40+**  
SPECIAL DISTRICTS SERVED



**100,000+**  
RESIDENTIAL LOTS



**150,000+**  
ACRES



**30,000,000+**  
SQF NON-RESIDENTIAL



## SPECIAL DISTRICT/COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE

- Meadow View at Twin Creeks CDD
- Aberdeen
- Bartram Springs
- Bannon Lakes
- Boggy Branch
- Celebration Pointe
- Cypress Bluff
- Deer Run
- Kindlewood
- Durbin Crossing
- Heritage Landing
- Isles of Bartram
- East Nassau Stewardship
- Julington Creek Plantation
- Las Calinas
- Mainstreet
- Marshall Creek
- Middle Village
- Oakleaf
- OTC
- Palm Coast
- Pine Ridge
- Pioneer
- Rivers Edge
- Ryals Creek
- Six Mile Creek
- South Village
- Split Pine
- Sweetwater Creek
- The Dunes
- Timucuan South
- Tison's Landing
- Tolomato
- Treaty Oaks
- Turnbull Creek
- Wynnfield Lakes

## RELATIONSHIP MANAGEMENT

All of our Master Planned Communities (MPC) have one thing in common: the entire team must earn the trust and maintain great relationships with agency regulators. For that reason, municipality experience is essential. ETM brings established relationships and experience to the team.

## PROJECT CASE STUDIES

ETM has assisted with the design, engineering, and construction of a multitude of projects. The following examples best showcase our experience:





## Meadow View at Twin Creeks CDD

Location: St. Johns County, Florida  
Client: Heartwood 23, LLC  
Contact: Blaz Kovacic  
Phone: 954) 940-4944  
Completion: Ongoing

### Project Tasks:

- Site Planning
- Civil Engineering Design
- Permitting
- Construction Plans
- Construction Administration
- District Engineer

ETM was responsible for permitting and designing a 1,400-lot single-family phased subdivision within St. Johns County, Florida. This project includes a large amenity center and several community parks with numerous lift stations to serve this community designed per St. Johns County Utility Department Standards.





## Tolomato CDD (Nocatee)

**Location:** Jacksonville, Florida  
**Client:** The PARC Group, Inc.  
**Contact:** Rick Ray  
**Phone:** 904) 992-9750  
**Completion:** Ongoing

### Project Tasks:

- District Engineer
- Master Planning
- Project Management
- Engineering Design
- Environmental Permitting
- Transportation Engineering
- Surveying
- Construction Administration
- Landscape Architecture

“ETM has designed and managed more than \$200 Million in roadway and utility construction for The PARC Group over the past five years...We have found ETM's capability to handle the dynamic requirements in a project with both environmental and public interest to be professional and effective.”  
~ Gregory J. Barbour  
The PARC Group, Inc.

**Nocatee is one of the top 10 best selling communities in the nation.** This 15,000 acre parcel at total build-out will consist of 11,000 residential units, 5 million SF of non-residential space and recreation/open spaces, churches, schools and civic uses. ETM has been involved with this project since 1997 when PARC Group began the conceptual planning process and we are proud of our involvement in the engineering design, planning and landscape architecture of this project.

In addition to providing the lead design consulting services, ETM was responsible for the design, permitting, and construction management of over 4 miles of Greenway Trails within Nocatee. The trails provide connections between communities, parks and commercial districts. As part of an overall circulation plan within Nocatee, the trails and shared-use paths are 16'-wide in order to accommodate pedestrians, bicycles, golf carts, and low-speed vehicles.





## Double Branch CDD

**Location:** Jacksonville, Florida  
**Client:** The Hutson Companies, LLC  
**Contact:** David Hutson  
**Phone:** 904) 262-7718  
**Completion:** Ongoing

### Project Tasks:

- District Engineer
- Site Engineering
- Environmental Permitting
- Landscape/Hardscape Architecture
- Master Planning

ETM was responsible for the master planning of this 10,000 acre DRI project which included roadway design, utility design, and master stormwater management design and permitting. In 1999, ETM served as lead consultant in a major modification to the Argyle Forest DRI.

The land development work included engineering and landscape design of over 5,000 residential units, two amenity centers (each over \$7 Million), a regional baseball park, a regional soccer park, and over 1 million SF of retail and commercial space. ETM was responsible for the day-to-day coordination efforts of six residential and connector highway construction projects in addition to amenity site construction. This project includes over 10 miles of connector roadway and infrastructure improvements, JEA and Clay County Utility Authority improvements, amenity center construction, box culvert construction, landscape and irrigation improvements, and lot development services.





## Bartram Springs CDD

**Location:** Jacksonville, Florida  
**Client:** SouthStar Development Partners, Inc.  
**Contact:** Kimball Woodbury  
**Phone:** 305) 476-1514  
**Completion:** Ongoing

### Project Tasks:

- District Engineer
- Master Planning
- Project Management
- Engineering Design
- Environmental Permitting
- Surveying and Mapping
- Construction Administration

Bartram Springs is a 1,400-lot single-family development in Southeast Duval County located on the northside of Race Track Road (immediately west of Philips Highway). The site is over 1,000 acres, half of which are wetlands that discharge to a Durbin Creek tributary. Additional features and elements include a multi-family parcel, a retail component, a city park site, an elementary school, and an amenity area.





## Bartram Park CDD

**Location:** Jacksonville, Florida  
**Client:** Eastland  
**Contact:** Tom Dodson  
**Phone:** 904) 280-7100  
**Completion:** Ongoing

### Project Tasks:

- Master Planning and Engineering
- Sewer Collection
- Reuse Water Distribution
- Stormwater Management
- Roadway Construction
- CDD Engineering

Bartram Park is a 3,600 acre, mixed-use DRI. The project is located in South Duval County and North St. Johns County along I-95. The development consists of 2,000± single-family units, 7,000± multifamily units, 1.3 million SF of commercial space, 1.6 million SF of office space, and 330± hotel rooms. As part of the DRI, over 2,000± acres of preservation land was provided along Julington and Durbin Creek.





## East Nassau Stewardship District

**Location:** Nassau County, Florida  
**Client:** East Nassau Stewardship District  
**Contact:** Mike Hahaj  
**Phone:** (904) 321-1030  
**Completion:** Ongoing

### Project Tasks:

- District Engineer
- Site Engineering
- Environmental Permitting
- Landscape/Hardscape Architecture
- Master Planning

ETM is the District Engineer for the East Nassau Stewardship District, which is a 24,000 acre DRI project, that includes 640 acres of commercial development. At total build-out, this project will include 11,000,000 SF of non-residential space, 550,000 SF of commercial space and 24,000 residential units. ETM is responsible for providing engineering reports, cost estimates, and plan reviews to ensure the proper construction of improvements within the District.





## Heritage Landing CDD

Location: St. Johns County, Florida  
Client: D.R. Horton  
Contact: Bob Porter  
Phone: 904) 268-2845  
Completion: 2006

### Project Tasks:

- Site Planning
- Civil Engineering
- Permitting
- Construction Administration
- District Engineer

Heritage Landing includes 1,154 single family units. Amenities include “Camp Heritage”, a spacious clubhouse with a 6-lane heated lap pool, fun pool with geysers, bubble and spray works, look out tower/water slide, bath houses, fitness facility, open air terrace, outdoor story teller and fire ring, outdoor movie screen, volleyball, horseshoes, shuffleboard, bocceball playground, tennis courts, basketball courts, baseball and soccer fields, a large fitness center and a small community park with three lift stations to serve this community designed per St. Johns County Utility Department Standards. ETM was responsible for permitting and designing a 1,040-lot single-family phased subdivision within St. Johns County, Florida.





## Southhaven CDD

**Location:** St. Johns County, Florida  
**Client:** Hines  
**Contact:** Walter O'Shea  
**Email:** Seat5@southavenCDD.org  
**Completion:** 2017

### Project Tasks:

- Site Planning
- Civil Engineering and Permitting
- Construction Plans
- Construction Administration
- District Engineer

ETM was contracted by Southeast Land Strategies to provide professional engineering services related to a proposed 345-unit single family development on a 314 acre site located in St. Johns County. ETM was responsible for providing professional engineering services related to the operation of the CDD in St. Johns County. ETM's efforts for this project included coordination with utility providers, coordination with contractors, permitting, engineering services, project management, coordination with surveyors, architects, and other consultants, and requisition processing.





## Sweetwater Creek CDD

**Location:** Duval County, Florida  
**Client:** Sweetwater Creek CDD  
**Contact:** Jill Cupps  
**Phone:** 407) 381-3256  
**Completion:** 2020

### Project Tasks:

- Coordination with Utility Providers
- Coordination with Contractors
- Permitting
- Engineering Services
- Project Management
- Coordination with Surveyors,
- Architects and other consultants
- Requisition Processing

ETM was contracted by Sweetwater Creek Community Development District (CDD) to provide professional engineering support services related to the operation of the CDD in Duval County. ETM's efforts for this project included, coordination with utility providers, coordination with contractors, permitting, engineering services, project management, coordination with surveyors, architects, and other consultants, and requisition processing.



## REPEAT BUSINESS

ETM's ability to achieve project goals and produce a high quality product allows us to develop lasting relationships with our clients. In every project, large or small, complex or simple, our attention to detail translates to excellence. ETM's standing in the industry is reflective of our caliber in many different ways: through innovation, by developing cost-effective solutions to difficult problems, and by efficiently coordinating the many inter-related elements that are critical to every project.

ETM is proud of the fact that 95% of our clients provide us with recurring business. Following is a partial list of our repeat business.

### Pulte Homes

- The Landings at Greenbriar
- Arrowood - Bartram
- Bayberry
- Del Webb Ponte Vedra
- Del Webb eTown
- Del Webb Wildlight
- Del Webb Nocatee
- Wingate Landing
- Double Branch
- The Landings at St. Johns
- The Preserve at Bannock Lakes
- Coquina Shores
- Del Webb @ Plum Creek
- Flagler Station
- Greenbrier - Bartram
- Highwood
- Ironwood
- Midtowne
- Nocatee Tidewater
- Silverleaf
- Skinner/Point Meadows
- Summerfield
- Sweetwater-Del Webb
- Twinleaf
- Village Walk
- 

### City of Jacksonville

- Bay Street Bridge Expansion at Hogans Creek
- Brooklyn Phase 1B Construction
- Closure of Trail Ridge Landfill
- Lonnie Miller Park Development
- Lonnie Miller Park Master Plan
- Lower Eastside Drainage Improvements
- NPDES Contract
- Preservation Project
- Program Management Services - Drainage Bond Program
- Ash Remediation
- Sal Taylor Park - Closeout
- Septic Tank Phase Out
- Stormwater Utility

### PARC Group

- Governors Park R
- G Bar Ranch Land Use and Zoning
- New Well Site Planning
- Expert Witness Testimony
- Westland Infrastructure - Phase 2
- Westland CUP and JEA Reuse Feed
- Palmetto Cove Model Home Parking Lot

### Rayonier

- Wildlight CDD
- Wildlight Community Park
- Heartwood



## FDOT

- Signal Retiming for FDOT District 5
- SR 50 Bridges Over the Econlockhatchee River Bridge
- SR 50 from 429 to E of W Oaks Mall
- Natural Disaster Monitoring CEI Services
- SR500/US441/S Pine Ave-SE 10 Ave
- Districtwide Safety Studies & Design
- D5 Coast to Coast Trail
- SR 100 at CR 305 CEI Services
- Group 184 - CEI Services
- Miscellaneous Engineering Services
- Feasibility Study Update CST
- CEI Group 190
- Group 220
- CSC Districtwide Landscape Design
- Gold Star Family Parkway
- East Hybrid CEI Services
- CEI Districtwide Continuing Services
- SR 15 (US 17) Doctors Inlet Bridge
- SR 9B Phase I (US 1 to SR9A, Design/Build) New Interstate Facility
- SR 9B Phase II (US 1 to I-95, Design/Build/Finance), New Interstate Facility
- SR 9B - Phase III (US 1 to I-95, Design/Build) New Interstate Facility
- I-295/SR 9A Heckscher Drive Interchange
- Newnan Street/Hubbard Street
- SR 200, 4-Lane Widening
- SR 200 Reconstruction Phase II
- SR 200/SR A1A from West of Rubin Road to East of CR-107/Scott Road
- SR 15 (US 17) Dunn's Creek Road and Bridge Reconstruction

## GreenPointe

- Saratoga Springs - Preliminary Site Plan
- Sandridge Dairy Phase 1 - CEI Services
- Site Plan Rendering for the Amelia Walk
- Miscellaneous Projects Due Diligence
- Campbell Tract (Sandridge Dairy)
- Amelia Walk
- Tributary Units 8, 10, 12 and 15 Mass Gr
- GreenPointe Communities - GIS Mapping
- Magnolia Trace
- Amelia Proposal Preparation
- Greenpointe East Nassau
- JEA/Global Water Pipeline
- General Graphic Services
- Cedar Bay Road
- Herons Walk
- First Coast Outer Beltway
- Ashford Mills Site Investigation
- Sandler Chase Due Diligence
- Villages Of Selay
- Hampton Lakes Rezoning
- Village Walk Rezoning
- CEI Services for Greyhawk-Phase I
- Treaty Oaks PUD SJC
- Gate Outpost - Neck Road - Utilities
- Ponte Vedra Beach Preserve
- Creekview Trail
- Hyland Trail Amenity Center
- Trailmark DRIMOD, LSCPA & MAJMOD
- Project Northstar
- Southbank Project - Site Plan/Due Diligence

## ICI Homes

- Tamaya
- Silverleaf
- Palencia North
- Skinner ICI CDD Engineering Report
- ICI General Consultation
- Palencia N. Added Lands
- Palencia North Amenity Center & Park
- Ashford Mills Site Investigation
- Wilford/Breakaway Trails Prd
- ICI 301 Tract 2010
- Site Planning Nw Quad/Beach & Kernan Bl.
- Tamaya PUD Map
- Williams Tract Due Diligence
- Tamaya Parcel E & F Floodplain Analysis
- Tamaya Amenity Center-Site Plan.Eng. (WA7
- SilverLeaf/ICI
- East Hampton - Palm Coast
- Parcel 417 / 418 - Palm Coast
- ICI Monterey Pines South - Site Planning
- Tamaya PUD Administrative Deviation
- ICI Skinner SEQ
- Tamaya Parcels B/B-1 (243 Lot Single Fam
- ICI/Weekley - Skinner SEQ
- Lot 300 Easement - Twenty Mile Phase 5
- Westlake at Plantation Bay - Phase 13 &
- E-Town Parcel E-7
- SEQ Amenity Center
- ICI Parcels 417 and 418 - Aeorbic Depth
- Tamaya Parcel F - Limited Contract Admin
- ICI Woodhaven - Concept Planning
- Seven Pines Community Map Site Plan Rend
- Westlake at Plantation Bay - Unit 9B Aer
- 720 North Clay Street

## Hutson Companies

- Johns Creek, PUD Mod.
- Oakleaf
- Silverleaf-Hutson Land
- Miscellaneous Services-Property Searches
- Water & Sewer Extension
- Wynnfield Lakes Cdd
- Comm.Par.-Cr210/Johns Cr(Outpar.A2 Pen.)
- Ladue Supoena
- Sj Timber
- Elkton Green
- Morocco Temple Site
- Newton Property
- Silverleaf Plantation
- Oakleaf Parcel 1 & 5 Master Site Plannin
- Hutson Elkton Property
- Elkton Property
- Biennial Monitoring Rpt-Villges Of Argyle
- Oakleaf Nopc
- Vill.Of Arg.Dri
- SJ Timber Site Planning
- BMR Vill.of Arglye AFI Par.& Ranch Vill.
- Pye Wolf Contract Administration
- BMR 2012-2014 Villages of Argyle & Ranch
- Oakleaf Parcel 1 and 5 Mass Grading Perm
- Wells Hall Due Diligence
- SR 16 & SR 13 Conceptual Roundabout
- Grand Oaks Planning & Engineering
- Villages of Argyle DRI, AFI Parcel & Ran
- Elkton Property Support
- SilverLeaf Site Planning
- Oakleaf Parcel 4B
- Trout Creek Property
- OakLeaf Parcel 9B Multi-Family
- Silverleaf-2209/Silverleaf Parkway Lands
- OakLeaf Parcel 4B Off-Site Sanitary Sewer
-

## REFERENCES

ETM's dedication to excellence has led to significant repeat business with our clients. Below are excerpts from several letters of recommendation we received from clients that reflect our performance.



"...ETM's professional staff has worked closely with the County to provide planning, design, permitting and construction administration services...It is without hesitation that I recommend ETM, and I am confident that they will provide you with the same outstanding service..."

**Faith Alkhatib, PE**  
**Flagler County Engineer**



"...ETM's staff has continually exhibited a commitment to maintaining project schedules and providing the necessary resources and technical expertise needed to assure the County's goals and objectives have been met on each work assignment. I am pleased with the professional services they have provided and would highly recommend their services to an agency..."

**Shawn Thomas, PE**  
**Former Clay County Project Administrator**



"... They have routinely provided superior engineering services, based upon the population of engineering firms from whom we process (permit) applications... Based upon their professional execution and responsive character, I am pleased to recommend ETM for any similar services."

**David Miracle**  
**SJRWMD Director**



"...ETM's staff are professional, responsive and [have] proven to be very well qualified and competent. The Department looks forward to a continued relationship with ETM and we would not hesitate to recommend them to your organization."

**Alan Obaigbena, PE**  
**Project Engineer/NPDES Administrator**



"....In addition to the engineering aspects of the Riberia Street project, ETM has assisted the City in obtaining grant funding in the form of a \$450,000 Florida Section 319 grant... Their staff members have been professional, responsive and easy to work with and I would not hesitate to work with them on future projects..."

**Martha Graham**  
**City of St. Augustine Public Works Director**



February 28, 2017

To Whom It May Concern:

It is with great pleasure that I write a recommendation for England-Thims & Miller, Inc. Over the last three decades, ICI Homes has built thousands of quality new homes in many of the finest master planned communities in Florida. ETM has supported our success by providing professional engineering services in communities such as Tamaya and Palencia. Their focus, attention to detail, and ability to bring solutions and a willingness to dig in to the many issues, sets them apart.

I have always been impressed with the reliability and level of commitment exhibited by England-Thims & Miller. Their teams are responsive, willing to adjust, and cognizant of program requirements critical to the success of the project. Their knowledge and familiarity with local governing agencies has proven instrumental in obtaining entitlements and permitting approvals from local and state governing agencies. They are currently engaged in large-scale construction administration services for our projects and have coordinated effectively with regulatory and cooperating agencies including SJRWMD, USACOE, FDOT, St. Johns County, City of Jacksonville and JEA.

Their engineering responsibilities have included stormwater master planning and design, utility master planning and design, site development, transportation planning, CEI services, and preparation of programmatic budgets. They are exceptionally qualified to handle peak workloads, ensure proper management and positively impact quality and performance of the end product.

ETM has performed these tasks in a timely, cost-effective, and accurate manner. The work has been completed at the highest professional level with regard to local and state policies and regulations. Based upon their professional execution and responsiveness, I am pleased to recommend ETM.

Sincerely,

A handwritten signature in black ink, appearing to read "M. David Haas", with a stylized flourish at the end.

M. David Haas  
Chief Development Officer

**Intervest Construction, Inc.**

2379 Beville Road, Daytona Beach, FL 32119 • Voice 386.788.0820 • Fax 386.760.2237 • [www.ICIHomes.com](http://www.ICIHomes.com)



# St. Johns River Water Management District

Hans G. Tanzler III, Executive Director • David W. Fisk, Assistant Executive Director  
David Miracle, Jacksonville Service Center Director

7775 Baymeadows Way • Suite 102 • Jacksonville, FL 32256 • (904) 730-6270 • Fax (904) 730-6292  
On the Internet at [floridaswater.com](http://floridaswater.com).

December 21, 2011

**SUBJECT: Letter of Recommendation  
England-Thims & Miller, Inc.**

To Whom It May Concern:

England-Thims & Miller, Inc. (ETM) has provided professional engineering services in North Florida since 1977. During this time, they have submitted thousands of ERP permit applications to our office.

They have routinely provided superior engineering services, based upon the population of engineering firms from whom we process applications. In many cases, the significant projects which are designed by their engineering staff are among the most complex in our area.

Based upon their professional execution and responsive character, I am pleased to recommend ETM for any similar services.

Sincerely,

A handwritten signature in dark ink, appearing to read 'D. Miracle', is written over a horizontal line.

David L. Miracle, P.E.  
Director, Jacksonville Service Center  
St. Johns River Water Management District

---

#### GOVERNING BOARD

Lad Daniels, CHAIRMAN  
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ORMOND BEACH



# **Tolomato Community Development District**

---

14875 Old St. Augustine Road, Jacksonville, Florida 32258  
Tel. (904) 288-9130 Fax (904) 288-9187

October 11, 2007

FICE Engineering Excellence Awards  
125 South Gadsden Street  
Tallahassee, FL 32301-1525  
Attn: Kate Ray, IOM

Subject: Town of Nocatee Phase 1  
Re: Client/Owner Letter

To Whom It May Concern:

I am pleased to provide this Owner's Letter for the 2008 FICE Engineering Excellence Award. Our engineer is currently designing and managing more than \$200 million dollars of roadway and utility construction for the Tolomato Community Development District. Since the inception of the Nocatee development in 1998 our engineer has served as our design and engineering consultant and we are pleased that the same key professionals have remained assigned to our project throughout. Their efforts associated with this significant project have always been performed in the most professional manner.

Their responsibilities have included: stormwater master planning and design, utility master planning and design, transportation planning and design, construction engineering and inspection (CEI) and preparation of programmatic budgets. They are currently engaged in large scale construction administration services for our project and have coordinated effectively with regulatory and cooperating agencies including SJRWMD, USACOE, FDOT, St. Johns County, City of Jacksonville and JEA for timely project completion. We have found their capability to handle the dynamic requirements in a project with both significant environmental and public interest to be professional and highly effective.

Should you have any questions please feel free to contact our office.

Sincerely,

Tolomato Community Development District

  
Rick Ray, Chairman  
Board of Supervisors



Subject: Letter of Recommendation  
England, Thims & Miller, Inc. (ETM)

To Whom It May Concern,

I have been asked to provide a letter of recommendation for the engineering and design firm of England, Thims & Miller, Inc. ETM has designed and managed more than \$200 million in roadway and utility construction for The PARC Group over the past ten years. Since the inception of the Nocatee development, ETM has served as our design and engineering consultant. Their efforts associated with this significant project have always been performed in the most professional manner.

ETM's responsibilities have included master drainage design, utilities, civil engineering, roadway planning and design, project bidding and preparation of programmatic budgets. They are currently engaged in large scale construction administration for our project and have coordinated effectively with regulatory and cooperating agencies including SJRWMD, USACE, FDOT, and JEA for timely project completion. We have found ETM's capability to handle the dynamic requirements in a project with both environmental and public interest to be professional and effective.

I am pleased to recommend England, Thims & Miller, Inc.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. J. Barbour", is written over the typed name.

Gregory J. Barbour

*Julington Creek Plantation  
Community Development District*

950 Davis Pond Blvd. • Jacksonville, Florida 32259 • (904) 287-4180

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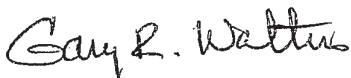
November 25, 1997

To Whom It May Concern:

The firm of England Thims & Miller has served as District Engineer for the Julington Creek Community Development District since it was formed in October of 1994. In addition to providing general engineering guidance for the District, they have been in charge of major infrastructure development for the District. In that capacity they have been responsible for overseeing the design and provided construction management of the District's recreation and swimpark complex, and full responsibility for the design and construction management (currently underway) for the expansion of State Route 13 and Racetrack Roads.

We have found England Thims & Miller to be a very well qualified and competent engineering firm, and look forward to a continued relationship. We would not hesitate to recommend them to your organization. If have any additional questions, please feel free to contact me at (904) 676-0105.

Sincerely,



Gary R. Walters  
District Manager



Tab 3

# GEOGRAPHIC LOCATION

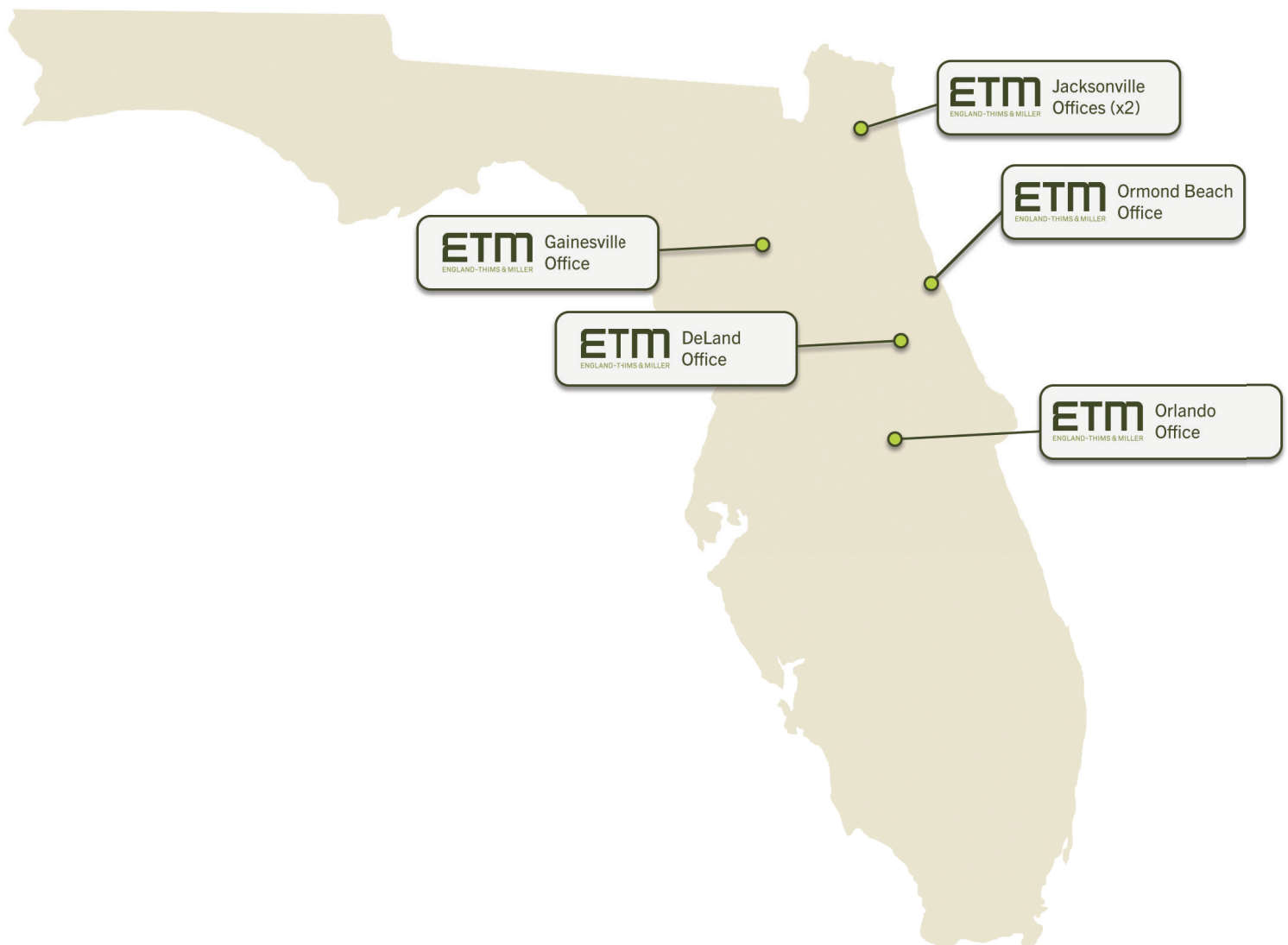
# 3

## GEOGRAPHIC LOCATION

The District Engineer's ability to provide responsive and timely support is critical to the successful execution of this project. ETM has offices in Jacksonville, Orlando, Ormond Beach, Deland, and Gainesville. All project aspects will be managed from our local office in Jacksonville, located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

Our local team of professionals are immediately available to work on this project.

Because **our local office is approximately 20 miles from the project site**, ETM's Project Manager, George Katsaras, PE, can quickly respond to meeting requests or field reviews, and staff can be on-site to address needs within an hours notice.





Tab 4

# **WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS**

# 4

## WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

Because we recognize that the best solutions come from diverse experiences and perspectives, we bring together representatives from all facets of our business to identify effective solutions. In our experience, this level of collaboration has resulted in innovative solutions that create cost saving benefits for our clients.

### BUDGETING METHODS

ETM is recognized by our clients for the value we bring to their projects. We are defined by our ability to understand our clients' needs and we provide innovative solutions which render high-quality, cost effective designs. The ability to influence the technical and economic outcome of a project is greatest in the early planning phase. Because of this, we never take shortcuts in the planning process. The small-incremental investments we make in the early planning phases often result in tremendous reductions in engineering and construction costs.

### AVAILABILITY

Services provided by ETM will be completed by staff located in Jacksonville. Our team is comprised of local professionals who are immediately available to meet with the stakeholders, coordinate with local permitting agencies, and review projects in the field whenever necessary.

### SCHEDULE

Maintaining project schedules to eliminate delay and minimize cost is fundamentally important. The District can rely on ETM to meet all time and budget requirements and maintain a high level of service. We will accomplish this by:

- Developing a detailed work approach
- Developing a detailed schedule
- Identifying potential issues
- Sound project management
- Constant communication
- Principal involvement
- Commitment to effective Project Managers
- Communication between all dedicated team members





## **QUALITY ASSURANCE/QUALITY CONTROL PROGRAM QA/QC**

In order to meet the needs of our clients, ETM strives to balance three main elements that contribute to a successful project: quality, budget, and schedule. Maintaining project schedules to eliminate delay and minimize cost is fundamentally important and is reflected in our work. However, meeting budget constraints and schedule time frames is meaningless if the deliverables are subpar and lead to construction delays or change orders.

Therefore, adherence to our strict QA/QC procedures is an everyday practice at ETM, regardless of the size of the project and is of such importance that ETM schedules separate QA/QC and constructibility reviews prior to each phase submittal.

ETM's emphasis is placed on monitoring the following items:

- The sufficiency and quality of the design
- The proper presentation of the design on the contract documents
- The accuracy of the plans
- Our compliance with the Scope of Services

### **Quality Assurance Plan**

The objective of ETM's Quality Assurance plan is the continual improvement of our design and production methods to enhance the quality of the services we provide and is comprised of two elements: Quality Control and Internal Peer Review. Our District Engineer, George Katsaras, PE, will ensure that company procedures are being followed throughout the life of this contract.

We believe that most effective QA/QC includes maintaining the involvement of senior staff from project beginning to end. George Katsaras, PE will be involved throughout the life of the contract.

### **Internal Peer Review**

To further ensure quality, ETM's Peer Review Committee reviews check prints for each project at least twice during the design phase by the Peer Review Committee composed of subject-matter experts, including three ETM Executive Vice Presidents who ensure compliance with corporate procedures. The Peer Review is an internal quality assurance check which is never billed to our clients.

### **Constructibility Review**

Our in-house CEI personnel have tremendous construction experience, and we regularly leverage that experience to help produce efficient construction plans. Constructibility reviews will be conducted on the design plans by our Construction Administration Officer, Jeff Brooks. These constructibility reviews will focus on construction related efficiency and cost avoidance. These reviews will be conducted prior to each phase submittal to the District.



Tab 5

**CERTIFIED MINORITY  
BUSINESS ENTERPRISE**

# CERTIFIED MINORITY BUSINESS ENTERPRISE

Although ETM is not a certified Minority Business Enterprise, we are committed to growing diversity in the engineering and professional services community. We accomplish this in the following ways:

1. Utilizing minority, disadvantaged, and underutilized subconsultant partners.
2. Sponsoring University scholarships focused on minority and disadvantaged individuals entering the profession.
3. Being a leader in the Hispanic business community.
4. Partnering with the FDOT for the Construction Career Days program which is focused on introducing the surveying, engineering and construction industry to high school students across five counties.

During the last five years, ETM contracted \$27 Million to subconsultant firms. Overall \$9.5 Million was subcontracted to Minority firms (35.2% of the subconsultant services).

FDOT DBE USAGE		
Year	DBE Usage	Grade
2008	24.98%	A+
2009	18.17%	A+
2010	10.6%	B
2011	17.02%	A+
2012	12.25%	A
2013	15.96%	A+
2014	10.39%	B
2015	28.66%	A+
2016	10.59%	B
2017	20.73%	A+
2018	20.19%	A+
2019	16.30%	A
2020	21.39%	A+
2021	8.42%	C
2022	15.19%	A
Average: 16.72%		

Diversity within the engineering profession is supported by ETM's identification of opportunities to assist those who may be disadvantaged. One example is our Platinum Sponsorship of the John Delaney Endowment at the University of North Florida. This endowment provides a scholarship each year to minority students pursuing a degree in the field of engineering.

The District's ability to meet applicable Minority Business Enterprise (MBE) utilization goals will be enhanced by our long-standing commitment and proven track record of meeting or exceeding minimum participation requirement established by public agencies.

Our DBE utilization program undergoes extensive audits by the FDOT. The table to the left is a listing of ETM's usage since 2008.



Tab 6

# RECENT, CURRENT AND PROJECTED WORKLOADS

# 6

## RECENT, CURRENT, AND PROJECTED WORKLOADS



Our forecasting methods allow us to review backlog, scheduled submittals, and proposed staff commitments. The ETM team has evaluated our current workload and has assessed that we have more than sufficient capacity to continue working as the District Engineer.

Our District Engineer, George Katsaras, PE, has extensive experience with Community Development Districts and Master Planned Communities. George has established himself as proven client advocates with an essential understanding of the challenges and opportunities facing the District, and are personally committed to seeing this project through to completion.

There are no known commitments that will conflict with the availability of any of our key personnel on this contract. All team members currently assigned to the District will continue to be assigned, will perform the work, and will be available throughout the life of this contract.

The table shown on the following page indicates the projects currently being performed by the key ETM team members identified in Section 1, the stage of completion, and the projected availability of the team members to support Orange Branch CDD.

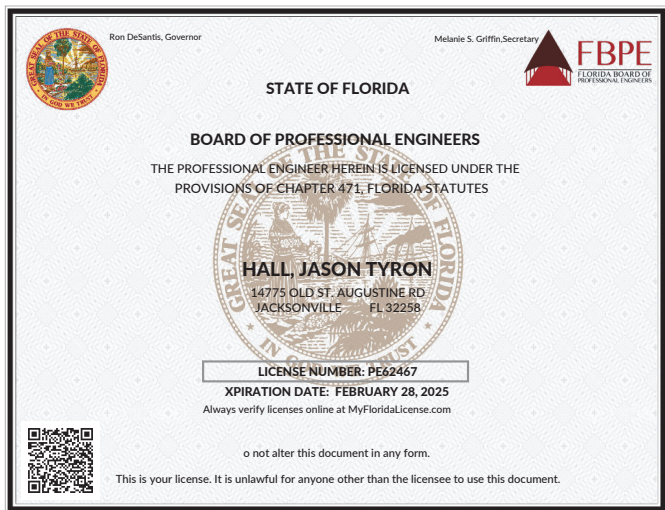
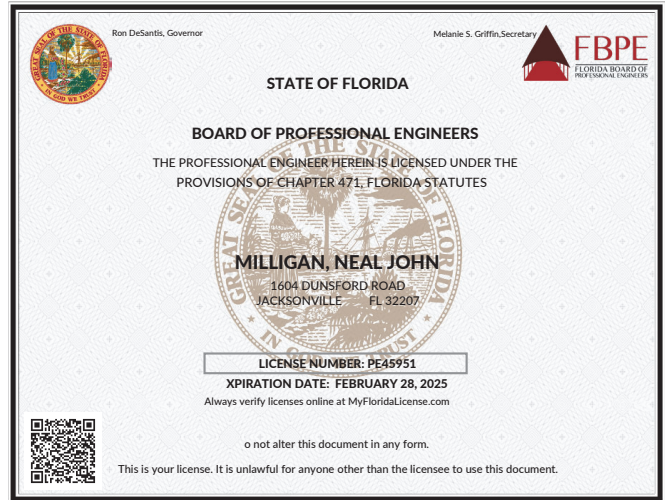
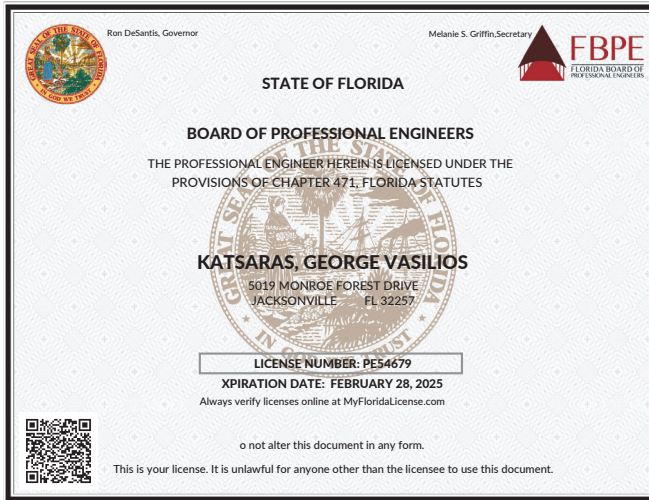
Project Team Members	Current Projects	Stage of Completion	Projected Availability
George Katsaras, PE	Miscellaneous Projects	Varies	25%
Neal Milligan, PE	Landings at Greenbriar Landings at St. Johns Westerly Park at Wildlight	75% 75% 30%	15%
Nick Horrell, EI	Bartram Park CDD Miscellaneous Projects	Varies	30%
Casey Dendor, AICP	Volusia County Continuing Planning Services Contract Miscellaneous Projects	Varies	20%
Jason Hall, PE	Greenbriar Road Widening Miscellaneous Projects	80% Varies	20%
Jeff Brooks	Wildlight Baptist Health - Nassau Campus Beverly Hills East - Septic Tank Phase Out	Varies	30%



Tab 7

# PROFESSIONAL LICENSES

# PROFESSIONAL LICENSES





*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

July 4, 2023

Christopher Wilkey, Chief Financial Officer  
ENGLAND, THIMS & MILLER, INC.  
14775 Old St. Augustine Road  
Jacksonville, Florida 32258

Dear Mr. Wilkey:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2        - Project Development and Environmental (PD&E) Studies

Group 3        - Highway Design - Roadway

- 3.1        - Minor Highway Design
- 3.2        - Major Highway Design
- 3.3        - Controlled Access Highway Design

Group 6        - Traffic Engineering and Operations Studies

- 6.1        - Traffic Engineering Studies
- 6.2        - Traffic Signal Timing

Group 7        - Traffic Operations Design

- 7.1        - Signing, Pavement Marking and Channelization
- 7.3        - Signalization

Group 10       - Construction Engineering Inspection

- 10.1       - Roadway Construction Engineering Inspection
- 10.3       - Construction Materials Inspection
- 10.4       - Minor Bridge & Miscellaneous Structures CEI
- 10.5.1     - Major Bridge CEI - Concrete
- 10.5.2     - Major Bridge CEI - Steel

Group 13       - Planning

- 13.4       - Systems Planning
- 13.5       - Subarea/Corridor Planning
- 13.6       - Land Planning/Engineering

Group 15       - Landscape Architect

Tab 8

**ARCHITECT-ENGINEER  
STANDARD FORM NO. 330**



# ARCHITECT-ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Request for Qualifications for Engineering Services for Orange Branch Community Development District

2. PUBLIC NOTICE DATE

June 19, 2024

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

George Katsaras, PE, Vice President

5. NAME OF FIRM

England-Thims & Miller, Inc.

6. TELEPHONE NUMBER

(904) 642-8990

7. FAX NUMBER

(904) 646-9485

8. E-MAIL ADDRESS

KatsarasG@etminc.com

### C. PROPOSED TEAM

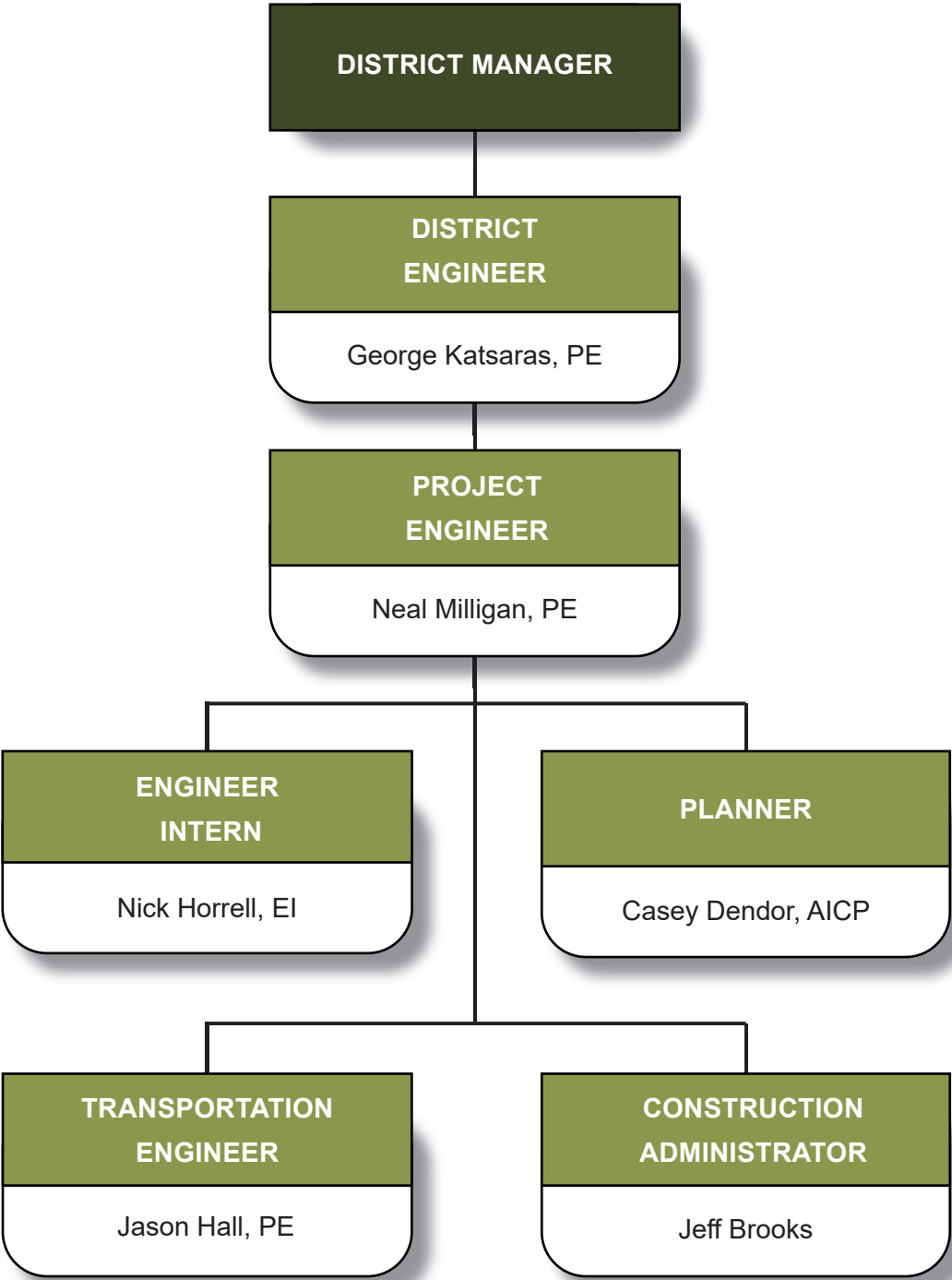
*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)						
	PRIME	J-V	PARTNER	SUBCONTRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	✓				England-Thims & Miller, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	14775 Old St. Augustine Road Jacksonville, Florida 32258	District Engineer
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)

# ORGANIZATIONAL CHART



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME  George Katsaras, PE	13. ROLE IN THIS CONTRACT  District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 30	b. WITH CURRENT FIRM 27
15. FIRM NAME AND LOCATION <i>(City and State)</i> England-Thims & Miller, Inc. (Jacksonville, Florida)			
16. EDUCATION <i>(Degree and Specialization)</i>  BS, Civil Engineering, Florida State University, 1994		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  Florida Professional Engineer, No. 54679	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION <i>(City and State)</i> Bartram Park Jacksonville, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager responsible for providing professional engineering services for a 170-unit duplex subdivision located in the Bartram Park development in Jacksonville, Florida.		
b.	(1) TITLE AND LOCATION <i>(City and State)</i> North Hampton Jacksonville, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager responsible for providing professional engineering services for the complete development at North Hampton, including the golf course. The "King" himself, Arnold Palmer, designed the course.		
c.	(1) TITLE AND LOCATION <i>(City and State)</i> Durbin Crossing DRI Jacksonville, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager responsible for providing professional engineering services in support of the Durbin Crossing DRI, which is a 2,047 +/- acre mixed-use DRI. The project includes 1,551 single-family residential units, 947 multifamily units, approximately 100,000 SF of commercial space, 70,000 SF of office space, an elementary school, and 30,000 SF of community center uses.		
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Bayberry Development Jacksonville, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager responsible for providing professional services related to modifying engineering plans to accommodate a different townhome layout.		
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Aberdeen DRI Jacksonville, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager responsible for providing professional engineering services related to Aberdeen DRI, which is a 1,313 +/- acre mixed-use DRI. The project includes approximately 60,000 SF of commercial space, 40,000 SF of office space, 1,623 single-family residential units and 395 multifamily units, an elementary school, and 10,000 SF of neighborhood center uses.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Neal Milligan, PE	Project Engineer	a. TOTAL 36	b. WITH CURRENT FIRM 30
15. FIRM NAME AND LOCATION <i>(City and State)</i> England-Thims & Miller, Inc. (Jacksonville, Florida)			
16. EDUCATION <i>(Degree and Specialization)</i> M.S., Civil Engineering, University of Florida, 1989		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer, Florida No. 45951	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Professional Associations: City of Jacksonville Building Code Adjustment Board			

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION <i>(City and State)</i> Rivertown Community Development District St. Johns County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer responsible for obtaining the master WMD permits, DEP permits and County approval for the 1,300 acre project, in addition to providing grading, paving, drainage, water and sewer design for the following 5 distinct districts within the DRI.		
b.	(1) TITLE AND LOCATION <i>(City and State)</i> Flora Parke Nassau County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer responsible for obtaining the master WMD permit for the 306 acre subdivision, in addition to site planning and design of neighborhood grading, storm drainage systems, water systems and sewer systems.		
c.	(1) TITLE AND LOCATION <i>(City and State)</i> Riverwood at Nocatee Jacksonville, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer responsible for providing engineering services for Riverwood Village within the Nocatee DRI. Riverwood Village is a 1,000± acre active-adult residential community that includes a variety of single-family lot types, multi-family development, recreational facilities, civic, and community uses in a village development form.		
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Palencia North St. Johns County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer responsible for engineering services for Phase 2 of the Palencia North development which is located along US 1 and International Golf Parkway. The 2,350 acre Master Planned Community offers a full spectrum of home sites plus ancillary retail and office opportunities along with more than 33 acres of parks, trails and open areas.		
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Durbin Crossing Community Development District St. Johns County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer responsible for providing professional engineering services related to the proposed development of 218± townhome units within Durbin Crossing Parcel Y. This 33.5 acre site is located just off St. Johns Parkway. This project includes the planning, surveying, engineering, and permitting necessary to develop the townhome units.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Nick Horrell, EI	Engineer Intern	a. TOTAL 2	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION <i>(City and State)</i> England-Thims & Miller, Inc. (Jacksonville, Florida)			
16. EDUCATION <i>(Degree and Specialization)</i> B.S. in Civil Engineering, University of Florida, 2022		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Florida Engineering Intern, No. 1100027045	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i> The Shipyards Jacksonville, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Engineer Intern for the planned Shipyards, a 90-acre area in downtown Jacksonville. ETM has been involved since 2013 in the master/strategic planning. The area is slated to include an entertainment zone, office/commercial space, residential units, hotels, waterfront/parking/transportation improvements & potential new convention center.		
(1) TITLE AND LOCATION <i>(City and State)</i> Bartram Park Jacksonville, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Engineer Intern providing engineering services for a 170-unit duplex subdivision located in the Bartram Park development in Jacksonville, Florida.		
(1) TITLE AND LOCATION <i>(City and State)</i> Bartram Springs CDD Jacksonville, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Engineer Intern for Bartram Springs CDD, a 1,400-lot single family development in Southeast Duval County located on the north side of Race Track Road immediately west of Philips Highway. The site is over 1,000 acres, half of which are wetlands that discharge to a Durbin Creek tributary.		
(1) TITLE AND LOCATION <i>(City and State)</i> Kindlewood CDD Jacksonville, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Engineer Intern for the master planning of this 10,000-acre DRI project which included roadway design, utility design, and master stormwater management design and permitting.		
(1) TITLE AND LOCATION <i>(City and State)</i> Three Rivers CDD Nassau County, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Engineer Intern for a 1,572-acre mixed use master plan community. ETM also worked with the water utility provider to master plan the site utilities to ensure each phase of development had adequate pressure at the time of development.		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Casey Dendor, AICP	Planner	a. TOTAL 7	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION <i>(City and State)</i> England-Thims & Miller, Inc. (Jacksonville, Florida)			
16. EDUCATION <i>(Degree and Specialization)</i> B.S. Public Administration, University of Central Florida, 2017		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Certified Planner, AICP No. 341138	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> American Planning Association - Chair of First Coast Section			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i> The Landings at Greenbriar St. Johns County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
<b>a.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Planner and Project Manager for review and approval of DRI Notice of Proposed Change, Comprehensive Plan Amendment, and PUD Modification, as well as Final Development Plan applications demonstrating consistency with the approved Preliminary Development Plan for review and approval by Nassau County staff and Board of County Commissioners. She was responsible for coordinating the proposed project development plan with the development team and reviewing agencies through a series of application submittals and public hearings		
(1) TITLE AND LOCATION <i>(City and State)</i> E-Town Jacksonville, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
<b>b.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Planner for coordinating the review and processing of regulatory applications for residential and non-residential development in the E-Town Master Planned Community in the City of Jacksonville.		
(1) TITLE AND LOCATION <i>(City and State)</i> Saratoga Springs Clay County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>c.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Planner assisting in coordinating review and approval of Master Development plan applications and civil drawings demonstrating consistency with the approved Planned Unit Development and Zoning Classifications.		
(1) TITLE AND LOCATION <i>(City and State)</i> EverRange Jacksonville, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>d.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Planner assisting in coordinating review and approval of Master Development plan applications and civil drawings demonstrating consistency with the approved Planned Unit Development and Zoning Classifications.		
(1) TITLE AND LOCATION <i>(City and State)</i> Three Rivers CDD Nassau County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>e.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Planner for a 1,572-acre mixed use master plan community. ETM also worked with the water utility provider to master plan the site utilities to ensure each phase of development had adequate pressure at the time of development.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME  Jason Hall, PE	13. ROLE IN THIS CONTRACT  Transportation Engineer	14. YEARS EXPERIENCE a. TOTAL 24      b. WITH CURRENT FIRM 24	
15. FIRM NAME AND LOCATION <i>(City and State)</i> England-Thims & Miller, Inc. (Jacksonville, Florida)			
16. EDUCATION <i>(Degree and Specialization)</i>  B.S. in Civil Engineering, University of Florida, 2000		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  Florida Professional Engineer, No. 62467	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Certifications: Advance Work Zone Certified			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i> Silverleaf Plantation Jacksonville, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing      CONSTRUCTION <i>(If applicable)</i>	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Engineer of Record responsible for the Potable Water, Reuse Water and Sanitary Force Main transmission layout and the design of 2 miles of the internal roadway system for SilverLeaf Plantation which is a ±7,285-acre, mixed-use, Development of Regional Impact (DRI).		
(1) TITLE AND LOCATION <i>(City and State)</i> Downtown Improvements District St. Augustine, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing      CONSTRUCTION <i>(If applicable)</i>	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for the design and permitting for the reconstruction of the three streets and the associated utilities in the Downtown St. Augustine Historic District to match the newly adopted streetscape guidelines. Responsibilities included roadway and drainage design, utility design and coordination, signing and temporary traffic control.		
(1) TITLE AND LOCATION <i>(City and State)</i> Riberia Street Improvements St. Augustine, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing      CONSTRUCTION <i>(If applicable)</i>	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for the design and permitting of the reconstruction of Riberia Street. The built-out urban conditions required innovative drainage solutions as well as detailed roadway and utility designs. Responsibilities included roadway and drainage design, signing and marking, utility design, maintenance of traffic, permitting and grant writing.		
(1) TITLE AND LOCATION <i>(City and State)</i> Durbin Creek Boulevard St. Johns County, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing      CONSTRUCTION <i>(If applicable)</i>	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer for the design and reconstruction of approximately 0.6 miles of 2-lane roadway as a 4-lane divided roadway. This design included a roundabout intersection, drainage improvements and signalization.		
(1) TITLE AND LOCATION <i>(City and State)</i> Avenue D St. Augustine, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing      CONSTRUCTION <i>(If applicable)</i>	
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for the design and permitting for the construction of Avenue D, which consisted of a 2-lane undivided urban section and a 4-lane divided urban section. Responsibilities included roadway and drainage design, signing and marking, utility design, maintenance of traffic, permitting and grant writing support.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jeff Brooks	Construction Administrator	39	13

15. FIRM NAME AND LOCATION *(City and State)*

England-Thims &amp; Miller, Inc. (Jacksonville, Florida)

16. EDUCATION *(Degree and Specialization)*

BS, Project Management, Colorado Technical University, 2010

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

CTQP: Earthwork 1 & 2, Asphalt Paving 1 & 2, Concrete Field Tech 1, Drilled Shaft, Concrete Field Inspector Spec 346  
 TEST, QC Manager; ACI: Field Testing Technician 1; MISC: FL NPDES/FDEP Stormwater Management Inspector

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Six Mile Creek St. Johns County, Florida	Ongoing	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>a.</b> Inspector for the Six Mile Creek North project, which is located in the 4,000 acre Six Mile Creek PUD area of the World Golf Village, Saint Johns DRI. The project is an exclusive private gated community of single family residential lots, the Laterra Resort, the King and the Bear golf course, clubhouse, restaurant, pro shop, driving range, and practice facility.		
Durbin Crossing St. Johns County, Florida	Ongoing	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>b.</b> Inspector for construction services related to the proposed development of 218± townhome units within Durbin Crossing Parcel Y. This 33.5-acre site is located in St. Johns County, just off St. Johns Parkway. This project includes the planning, surveying, engineering, and permitting necessary to develop the townhome units.		
Tamaya Duval County, Florida	Ongoing	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>c.</b> Inspector for construction services related to the Tamaya development. In addition to 2,400 homes, Tamaya will include more than 500,000 square feet of commercial/retail space and a \$10 million amenity center with a 10,000-square-foot clubhouse behind a grand gatehouse and entrance featuring a cascading water element.		
Pine Ridge Plantation Clay County, Florida	Ongoing	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>d.</b> Provided construction monitoring services for this multi-phase, planned subdivision in Clay County.		
Palencia North St. Johns County, Florida	Ongoing	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>e.</b> Inspector for construction services related to this project along US 1 and International Golf Parkway. The 2,350-acre master-planned community offers a full-spectrum of home sites plus ancillary retail and office opportunities along with more than 33 acres of parks, trails and open areas.		

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>1</b>
21. TITLE AND LOCATION <i>(City and State)</i> Meadow View at Twin Creeks CDD St. Johns County, Florida	22. YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

ETM was responsible for permitting and designing a 1,400-lot single-family phased subdivision within St. Johns County, Florida. This project includes a large amenity center and several community parks with numerous lift stations to serve this community designed per St. Johns County Utility Department Standards.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE District Engineer
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> Tolomato CDD (Nocatee) St. Johns County, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing
CONSTRUCTION <i>(If applicable)</i>		

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER The PARC Group	b. POINT OF CONTACT NAME Greg Barbour	c. POINT OF CONTACT TELEPHONE NUMBER (904) 992-9750
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

Nocatee, one of the top 10 best selling communities in the nation, is the one project in the Jacksonville region that is most similar to Big Island CDD. This 15,000-acre parcel, at total build-out, will consist of 14,000 residential units, 5 million SF of nonresidential space and recreation/open spaces, churches, schools and civic uses. ETM is proud of our involvement in the engineering design, planning and landscape architecture of this project. We have been involved with this project since 1997, when The PARC Group began the conceptual planning process.

In addition to providing the lead design consulting services, ETM was responsible for the design, permitting, and construction management of over \$200 Million of transportation, stormwater, and utility infrastructure.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION <i>(City and State)</i> Double Branch Community Development District Jacksonville, Florida	22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing CONSTRUCTION <i>(If applicable)</i>	

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER The Hutson Companies	b. POINT OF CONTACT NAME David Hutson	c. POINT OF CONTACT TELEPHONE NUMBER (904) 262-7718
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

ETM was responsible for the master planning of this 10,000-acre DRI project. The project included roadway design, utility design and master stormwater management design and permitting. In 1999, ETM served as lead consultant in a major modification to the Argyle Forest DRI.

The land development work included engineering and landscape design of over 5,000 residential units, two amenity centers with each over \$7 Million, a regional baseball softball park, a regional soccer park, and over 1 million SF of retail and commercial space. ETM was responsible for the day-to-day coordination efforts of six residential and connector highway construction projects including Amenity Site Construction, totaling approximately \$22 Million. This project includes over 10 miles of connector roadway and infrastructure improvements, JEA and Clay County Utility Authority improvements, amenity center construction, box culvert construction, landscape and irrigation improvements, and lot development services.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>4</b>
21. TITLE AND LOCATION <i>(City and State)</i> Bartram Springs Community Development District Jacksonville, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2022 CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Southstar Development Partners, Inc.	b. POINT OF CONTACT NAME Kimball Woodbury	c. POINT OF CONTACT TELEPHONE NUMBER (305) 476-1514
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

Bartram Springs is a 1,400-lot single family development in Southeast Duval County located on the north side of Race Track Road immediately west of Philips Highway. The site is over 1,000 acres, half of which are wetlands that discharge to a Durbin Creek tributary. Additional features and elements include a multifamily parcel, a retail component, a city park site, an elementary school, and an amenity area.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION <i>(City and State)</i> Bartram Park Jacksonville, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing
		CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Eastland	b. POINT OF CONTACT NAME Tom Dodson	c. POINT OF CONTACT TELEPHONE NUMBER (904) 280-7100
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

Bartram Park is a 3,600-acre mixed-use DRI. The project is located in south Duval County and north St. Johns County along I-95. The proposed development consists of 2,000± single-family units, 7,000± multifamily units, 1.3 million SF of commercial space, 1.6 million SF office space, and 330± hotel rooms. As part of the DRI, over 2,00± acres of preservation land was provided along Julington and Durbin Creek.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION <i>(City and State)</i> East Nassau Stewardship District Nassau County, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER East Nassau Stewardship District	b. POINT OF CONTACT NAME Tommy Jinx	c. POINT OF CONTACT TELEPHONE NUMBER (904) 321-1007
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

ETM is the District Engineer for the East Nassau Stewardship District, which is a 24,000-acre DRI project that includes 640 acres of commercial development. At total build-out, this project will include 11 million SF of non-residential space, 550,000 SF of commercial space, and 24,000 residential units. ETM is responsible for providing engineering, cost estimates, and plan review to ensure the proper construction of improvements within the District.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>7</b>
21. TITLE AND LOCATION <i>(City and State)</i> Heritage Landing CDD St. Johns County, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2006 CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>D.R. Horton</b>	b. POINT OF CONTACT NAME <b>Bob Porter</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>(904) 268-2845</b>
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

Heritage Landing includes 1,154 single family units. Amenities include "Camp Heritage", a spacious clubhouse with a 6-lane heated lap pool, fun pool with geysers, bubble and spray works, look out tower/water slide, bath houses, fitness facility, open air terrace, outdoor story teller and fire ring, outdoor movie screen, volleyball, horseshoes, shuffleboard, bocceball playground, tennis courts, basketball courts, baseball and soccer fields, a large fitness center and a small community park with three lift stations to serve this community designed per St. Johns County Utility Department Standards. ETM was responsible for permitting and designing a 1,040-lot single-family phased subdivision within St. Johns County, Florida.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME <b>England-Thims &amp; Miller, Inc.</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Jacksonville, Florida</b>	(3) ROLE <b>District Engineer</b>
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8
21. TITLE AND LOCATION <i>(City and State)</i> Southhaven CDD St. Johns County, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2013 CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Southeast Land Strategies, LLC	b. POINT OF CONTACT NAME Ryan Messina	c. POINT OF CONTACT TELEPHONE NUMBER (904) 257-8256
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

ETM was contracted by Southeast Land Strategies to provide professional engineering services related to a proposed 345-unit single family development on a 314 acre site located in St. Johns County. ETM was responsible for providing professional engineering services related to the operation of the CDD in St. Johns County. ETM's efforts for this project included coordination with utility providers, coordination with contractors, permitting, engineering services, project management, coordination with surveyors, architects, and other consultants, and requisition processing.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9
21. TITLE AND LOCATION <i>(City and State)</i> Sweetwater Creek CDD Duval County, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Sweetwater Creek CDD	b. POINT OF CONTACT NAME Jill Cupps	c. POINT OF CONTACT TELEPHONE NUMBER (407) 381-3256
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

ETM was contracted by Sweetwater Creek Community Development District (CDD) to provide professional engineering support services related to the operation of the CDD in Duval County. ETM's efforts for this project included, coordination with utility providers, coordination with contractors, permitting, engineering services, project management, coordination with surveyors, architects, and other consultants, and requisition processing.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

## 29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Meadow View at Twin Creeks CDD	6	East Nassau Stewardship District
2	Tolomato Community Development District	7	Heritage Landing CDD
3	Double Branch Community Development District	8	Southhaven
4	Bartram Springs	9	Sweetwater Creek CDD
5	Bartram Park	10	

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## H. ADDITIONAL INFORMATION

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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## I. AUTHORIZED REPRESENTATIVE

*The foregoing is a statement of facts.*

31. SIGNATURE



32. DATE

7/3/2024

33. NAME AND TITLE

George Katsaras, PE, Vice President

**ARCHITECT-ENGINEER QUALIFICATIONS**

1. SOLICITATION NUMBER (If any)

**PART II - GENERAL QUALIFICATIONS**

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME England-Thims & Miller, Inc.			3. YEAR ESTABLISHED 1983		4. UNIQUE ENTITY IDENTIFIER 09-783-0251	
2b. STREET 14775 Old St. Augustine Road			5. OWNERSHIP			
2c. CITY Jacksonville			2d. STATE FL	2e. ZIP CODE 32258		
6a. POINT OF CONTACT NAME AND TITLE George Katsaras, PE			a. TYPE Corporation			
6b. TELEPHONE NUMBER (904) 642-6990			b. SMALL BUSINESS STATUS N/A			
6c. EMAIL ADDRESS KatsarasG@etminc.com			7. NAME OF FIRM (If Block 2a is a Branch Office)			
8a. FORMER FIRM NAME(S) (If any) Bassett, England & Thims, Inc.			8b. YEAR ESTABLISHED 1977		8c. UNIQUE ENTITY IDENTIFIER 09-783-0251	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	40		C10	Shopping Center	6
08	CADD Technician	23		C15	Construction Management	8
12	Civil Engineer	50		E12	Environmental Remediation	4
15	Construction Inspector	38		H07	Highway/Streets	5
16	Construction Manager	15		H09	Hospital & Medical Facilities	4
29	GIS Specialist	19		H11	Housing	7
39	Landscape Architect	7		I01	Industrial Buildings	2
47	Planner: Urban/Regional	4		I06	Irrigation/Drainage	2
48	Project Manager	11		L03	Landscape Architecture	2
58	Technician/Analyst	11		O01	Office Building	3
N/A	Survey	85		O03	Utilities	3
				P05	Planning-Area	5
				P06	Planning-Site	6
				P07	Land Fills	2
				R04	Recreation	2
				S04	Sewage Treatment	3
				S10	Surveying	6
				S13	Storm Water	4
				T03	Traffic Engineering	6
				U02	Community Development	2
				W02	Ground Water	2
				W03	Water Treatment	4
	Other Employees	63				
	<b>Total</b>	366				

11. ANNUAL AVERAGE PROFESSIONAL  
SERVICES REVENUES OF FIRM  
FOR LAST 3 YEARS  
(Insert revenue index number shown at right)


a. Federal Work	1
b. Non-Federal Work	10
c. Total Work	10

**PROFESSIONAL SERVICES REVENUE INDEX NUMBER**

- |   |   |
|---|---|
| 1. Less than \$100,000                  | 6. \$2 million to less than \$5 million   |
| 2. \$100,000 to less than \$250,000     | 7. \$5 million to less than \$10 million  |
| 3. \$250,000 to less than \$500,000     | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million   | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater               |

**12. AUTHORIZED REPRESENTATIVE**

The foregoing is a statement of facts.

a. SIGNATURE 		b. DATE 7/3/2024
c. NAME AND TITLE George Katsaras, Vice President		





14775 Old St. Augustine Road  
Jacksonville, Florida 32258  
(904) 642-8550  
[www.etminc.com](http://www.etminc.com)

# **ORANGE BRANCH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **7D**

Orange Branch Community Development District  
Request for Qualifications – District Engineering Services

Competitive Selection Criteria

	Ability and Adequacy of Professional Personnel	Consultant’s Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	TOTAL SCORE	
	<i>weight factor</i>	25	25	20	15	5	10	100
	NAME OF RESPONDENT							
1	England-Thims & Miller, Inc.							

\_\_\_\_\_  
Board Member’s Signature

\_\_\_\_\_  
Date

**ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**7E**

## **CONTINUING ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 28th day of May, 2025, by and between:

**ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

**ENGLAND-THIMS & MILLER, INC.**, a Florida corporation, with a business address of 14775 Old St. Augustine Road, Jacksonville, Florida 32258 (the “Engineer”).

### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the “Act”), as amended; and

**WHEREAS**, pursuant to the Act, the District was established for the purpose of planning, financing, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

**WHEREAS**, the District intends to employ Engineer as its district engineer to perform engineering, surveying, planning, landscaping, construction administration, environmental management, and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of its services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**SECTION 1. RECITALS.** The Recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**SECTION 2. SCOPE OF SERVICES.** Engineer will provide general engineering planning and/or study services, as authorized by one or more Work Authorization(s), hereinafter defined, including:

- A.** Preparation of any necessary reports and attendance at meetings of the District’s Board of Supervisors (the “Board”);
- B.** Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks;
- C.** Any other items requested by the Board.



**SECTION 3. REPRESENTATIONS.** Engineer hereby represents to the District that:

- A.** It has the experience and skill to perform the services required to be performed by this Agreement;
- B.** It shall design to and comply with limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements;
- C.** It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District; and
- D.** It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

**SECTION 4. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District ("Work Authorization"). The Work Authorization shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under this Agreement shall be at the sole discretion of the District. Work Authorization Number 1 attached hereto as **Exhibit A**, and incorporated herein by this reference, is hereby *approved*.

**SECTION 5. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written Work Authorization. One of the following methods will be utilized:

- A.** *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
- B.** *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates, the District and Engineer shall use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer shall agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific Work Authorization.

**SECTION 6. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and in accordance with the District's travel policy.
- B.** Expense of reproduction, postage, and handling of drawings and specifications.

**SECTION 7. TERM OF AGREEMENT.** It is understood and agreed that this Agreement is for interim engineering services. It is further understood and agreed that the term of this Agreement will be

from the time of execution of this Agreement by the parties until such time as the District notifies Engineer that it has entered into a subsequent agreement for engineering services.

**SECTION 8. SPECIAL CONSULTANTS.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

**SECTION 9. BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**SECTION 10. OWNERSHIP OF DOCUMENTS.**

**A.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (“Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**B.** Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer, in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer’s services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.

**C.** The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. Engineer acknowledges that the District is the motivating factor for and, for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**SECTION 11. ACCOUNTING RECORDS.** Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**SECTION 12. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**SECTION 13. ESTIMATE OF COST.** Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**SECTION 14. INSURANCE.** Subject to the provisions of this Section, Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$2,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Engineer shall, without interruption, and at the District's option, maintain the insurance for at least five (5) years after the one year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 15. CONTINGENT FEE.** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**SECTION 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees or anyone directly or indirectly employed by Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, or request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 17. COMPLIANCE WITH PROFESSIONAL STANDARDS.** In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

**SECTION 18. AUDIT.** Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to this Agreement. Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under this Agreement.

**SECTION 19. INDEMNIFICATION.** Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done under this Agreement. To the extent a limitation on liability is required by Section 725.06, *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of the insurance limits set forth herein and Two Million Dollars (\$2,000,000). Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

**PURSUANT TO SECTION 558.0035, *FLORIDA STATUTES* (2023), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**SECTION 20. PUBLIC RECORDS.** Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Engineer shall 1) keep and maintain public records required by the District to perform

the service; 2) upon request by the Public Records Custodian, hereinafter defined, 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 this Agreement term and following this Agreement term, if Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Engineer'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 Engineer, Engineer 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 District in a format that is compatible with Microsoft Word or Adobe PDF formats. Engineer acknowledges that the designated Public Records Custodian for the District is **Daphne Gillyard**.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0100, GILLYARDD@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**SECTION 21. NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, electronic mail or overnight delivery service, to the parties, as follows:

**A. If to the District:** Orange Branch Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

**With a Copy to:** Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Engineer:** England-Thims & Miller, Inc.  
14775 Old St. Augustine Road  
Jacksonville, Florida 32258  
Attn: George Katsaras, P.E.

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the



other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**SECTION 22. EMPLOYMENT VERIFICATION.** Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**SECTION 23. CONTROLLING LAW.** The parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any legal action shall be exclusively in the state courts of appropriate jurisdiction in St. Johns County, Florida, or the federal courts in the Middle District of Florida.

**SECTION 24. ASSIGNMENT.** Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Section 8 herein.

**SECTION 25. TERMINATION.** The District may terminate this Agreement for cause immediately upon written notice to Engineer, including but not limited to Engineer's failure to perform the services in accordance with this Agreement, breach of any provision of this Agreement, or violation of applicable laws and regulations. The District or Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent of the District to terminate this Agreement, Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets the District may have against the Engineer.

**SECTION 26. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 27. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

**SECTION 28. AGREEMENT.** This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation of any of the provisions of this Agreement.

**SECTION 29. INDEPENDENT CONTRACTOR.** The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, including but not limited to entering into contracts, making representations, or incurring any financial obligations and Engineer shall have no authority to

represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

**SECTION 30. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 31. E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, 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 and shall comply with all requirements of Section 448.095, Florida Statutes, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, 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.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed the day and year first above written.

**ENGLAND-THIMS & MILLER, INC.**

**ORANGE BRANCH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: George Katsaras

\_\_\_\_\_  
Its: Vice President

\_\_\_\_\_  
Chairperson/Vice Chairperson

Board of Supervisors

**Exhibit A:** Work Authorization Number 1

**Exhibit B:** Schedule of Rates

**Exhibit A: Work Authorization Number 1**

Subject: **Work Authorization Number 1**  
**Orange Branch Community Development District, St. Johns County, Florida**

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. is pleased to submit this work authorization to provide interim engineering services for Orange Branch Community Development District (the "District"). We will provide these services pursuant to our current agreement dated May 28, 2025 (the "Engineering Agreement") as follows:

**I. Scope of Work**

The District will engage the services of England-Thims & Miller, Inc. as the Interim Engineer to prepare an Engineer's Report to support the District's bond issuances and attendance at meetings and bond validation proceedings regarding the District's issuance of bonds. Engineer's Report will include a description of the District services, and the following associated exhibits will be prepared and included as part of the report: a map of the District boundary with existing potable water, sewer and reuse water service; a conceptual site plan within the District boundary; a map of the land use within the District boundary and surroundings area; a location map of the District; and a legal description of the District boundary.

**II. Fees**

The District will compensate England-Thims & Miller, Inc. pursuant to the actual costs incurred, not to exceed \$\_\_\_\_\_ without prior written approval from the District for completing this work in accordance with the hourly rates set forth in the Engineering Agreement. The District will reimburse all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Agreement.

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

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

APPROVED AND ACCEPTED

Sincerely,

By: \_\_\_\_\_  
Authorized Representative of  
Orange Branch Community  
Development District

\_\_\_\_\_  
By: George Katsaras  
Its: Vice President

## **Attachment A**

**Exhibit B:** Schedule of Rates



**ENGLAND-THIMS & MILLER, INC.  
HOURLY FEE SCHEDULE 2024**

CEO/CSO	\$400.00 /Hr.
President	\$350.00 /Hr.
Executive Vice President	\$335.00 /Hr.
Vice President	\$260.00 /Hr.
Senior Engineer/ Senior Project Manager	\$215.00 /Hr.
Project Manager	\$200.00 /Hr.
Director	\$185.00 /Hr.
Engineer	\$175.00 /Hr.
Assistant Project Manager	\$155.00 /Hr.
Senior Planner /Planning Manager	\$200.00 /Hr.
Senior Environmental Scientist	\$215.00 /Hr.
Planner	\$163.00 /Hr.
CEI Senior Project Engineer	\$230.00 /Hr.
CEI Project Manager/Project Administrator	\$184.00 /Hr.
CEI Senior Inspector	\$163.00 /Hr.
CEI Inspector	\$132.00 /Hr.
Senior Landscape Architect	\$184.00 /Hr.
Landscape Architect.	\$165.00 /Hr.
Senior Technician/Senior Specialist	\$163.00 /Hr.
GIS Program Manager	\$180.00 /Hr.
GIS Analyst	\$140.00 /Hr.
GIS Consultant	\$150.00 /Hr.
Senior Engineering Designer/ Senior LA Designer	\$160.00 /Hr.
Engineering Intern	\$140.00 /Hr.
Engineering/Landscape Designer	\$140.00 /Hr.
CADO/GIS Technician	\$132.00 /Hr.
Project Coordinator / CSS	\$100.00 /Hr.
Administrative Support	\$95.00 /Hr.

**ITEMS NOT INCLUDED**

- Final Engineering Design
- Boundary Survey
- Geotechnical Borings and Reports
- FEMA Permitting/Modeling
- Tree Survey
- Traffic Study

# **ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION**

### **ITEMS A**

## AGREEMENT FOR MONTHLY FOUNTAIN SERVICE

This Agreement ("Agreement") is made and entered into this 5<sup>th</sup> day of February 2025, by and between:

**ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and having a mailing address care of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and

**BIG Z POOL SERVICE, LLC.**, a Florida limited liability company, with a mailing address of 172 Stokes Landing Rd., Saint Augustine, FL 32095 ("Contractor" and, together with the District, "Parties").

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, which was established for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure supporting community development within the District; and

**WHEREAS**, the District has a need to retain an independent contractor to provide the services described herein; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide the services identified in **Exhibit A** (the "Services"), attached hereto and incorporated by reference herein, for the front entry sign of the District, depicted on the map attached hereto as **Exhibit B** and incorporated herein (the "Service Area Map"), all in accordance with the terms of this Agreement; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

**SECTION 2. DUTIES.** District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

- A. Scope.** Contractor shall provide the Services identified in **Exhibit A**, including any effort reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein, in those areas indicated on the location map attached hereto as **Exhibit B**. To the extent any of the provisions of this Agreement conflict with the provisions of **Exhibit A**, this Agreement controls. Should any error or inconsistency appear in the Services, Contractor, before proceeding with the Services, must notify the District for the proper adjustment, and in no case proceed with the Services in uncertainty.

- B. *Property.*** This Agreement grants to Contractor the right to enter the District property that is subject to this Agreement and depicted on **Exhibit B**, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. To the extent the Contractor needs to use or access non-District property while providing the Services, Contractor shall coordinate such use in advance with the District Representative (as defined herein).
- C. *Permits and License.*** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.
- D. *Standard of Performance.*** Contractor shall perform all Services in a neat and workmanlike manner and shall use industry best practices and procedures when carrying out the Services. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials incorporated into the Services.
- E. *Means and Methods.*** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects of the Services to ensure efficient and full completion.
- F. *District Representative.*** Contractor shall report directly to the District Manager, or his or her designee (the "District Representative"). Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to complete repair of any damage resulting from Contractor's activities within twenty-four (24) hours in instances affecting health, safety or welfare, and otherwise within five (5) calendar days.
- G. *Timing.*** Contractor shall coordinate commencement and completion of the Services with the District Representative. Contractor shall notify the District Representative in writing immediately upon recognizing any potential for a delay delivering the Services caused by itself or another contractor. Contractor must coordinate the Services with others performing work for the District as may be necessary to successfully and safely complete the Services or as the District directs.
- H. *Clean-Up.*** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor and may be applied as an offset to the final payment to Contractor.
- I. *Subcontractors.*** Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained herein shall create contractual relationships between any subcontractor and the District.

### SECTION 3. COMPENSATION AND PAYMENT.

- A. **Amount.** The District shall pay to Contractor the amount of **Two Hundred, Twenty-Five and No/100 Dollars (\$225.00)** per month, for an annual total amount of **Two Thousand, Seven Hundred and No/100 Dollars (\$2,700.00)**, for the Services identified in **Exhibit A**. Such amounts include all equipment, materials, permits and labor necessary for full execution of the Services. Contractor shall maintain records conforming to usual accounting practices.
- B. **Payments and Invoices.** All payments and invoices shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*, and the District's adopted *Prompt Payment Policies and Procedures*. The invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the Services were provided, and the address or bank information to which payment is to be remitted.
- C. **Additional Services.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- D. **Conditions Precedent to Payment.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

### SECTION 4. TERM AND TERMINATION.

- A. **Term.** This Agreement shall become effective as of the date first above written and shall remain in effect for one (1) year unless terminated in accordance with the terms of this Agreement. Thereafter, this Agreement shall automatically renew for one (1)-year terms unless terminated in accordance with the terms of this Agreement. Renewals are contingent upon satisfactory performance and subject to the availability of funds.
- B. **Termination.** The District agrees that Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all material and labor provided up until the



effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

**SECTION 5. WARRANTY.** The Contractor warrants to the District that all materials furnished by Contractor under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, if any, which Contractor shall assign to the District as necessary to give the District the benefit of said warranties, all Services provided by the Contractor pursuant to this Agreement shall be warranted for labor and workmanship for one (1) year from the date of acceptance of the Services by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District.

**SECTION 6. INSURANCE.**

**A. *Limits.*** The Contractor shall maintain throughout the term of this Agreement maintain insurance with limits of liability not less than the following:

Workers Compensation	In accordance with the laws of Florida
Employer's Liability Coverage	\$1,000,000 per accident or disease
General Liability*	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000

*\*Must include Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation*

Automobile Liability covering any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed

We possess 500,000.00 for this auto coverage.



- B. **Requirements.** The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Additional Insureds") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.
- C. **Failure to Obtain Insurance.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 7. INDEMNIFICATION.**

- A. **Indemnification by Contractor.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Indemnitees"), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Contractor's performance of, or failure to perform, Contractor's obligations pursuant to this Agreement or any Services or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in this Agreement or any Services.
- B. **Obligations.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in this Agreement is intended to waive or alter any other remedies that the District may have as against the Contractor. The provisions of this Section 7 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this Section 7 survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
- C. **Subcontractors.** Contractor shall ensure that all subcontracts related to the Services include

this Section for the benefit of the Indemnitees.

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement 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.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 10. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. If the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 11. DEFAULT AND ENFORCEMENT.**

- A. **Remedies.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance.
- B. **Applicable Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.
- C. **Attorney Fees.** If either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and costs for trial, alternative dispute resolution, or appellate proceedings.
- D. **Third-Party Interference.** The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this

Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

- E. ***Claims for Construction Defects.*** To the extent any of the Services described herein are classified as construction services, CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**SECTION 12. INDEPENDENT CONTRACTOR STATUS.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**SECTION 13. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be sent by electronic mail, hand delivery, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

- A. If to Contractor:** Big Z Pool Service, LLC.  
172 Stokes Landing Rd.  
Saint Augustine, FL 32095  
Attn: Zach Sullivan  
Email: office@bigzpoolservice.com
- B. If to District:** Orange Branch Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager  
torrese@whhassociates.com
- With a copy to:** Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel  
jennifer@cddlawyers.com

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the



United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

**SECTION 14. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 15. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District 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*. Among other requirements and to the extent applicable by law, 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 Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, 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 Contractor, 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 District in a format that is compatible with Microsoft Word or Adobe PDF formats. Contractor acknowledges that, pursuant to Section 287.058(c), *Florida Statutes*, the District may unilaterally cancel this Agreement if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement, unless such records are exempt under Florida law. Contractor acknowledges that the designated Public Records Custodian for the District is **Daphne Gillyard**.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, TORRESE@WHHASSOCIATES.COM AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FL 33431.**

**SECTION 16. CONTRACTOR CERTIFICATIONS.**

- A. *Capability.*** Contractor has the capacity to furnish (directly or by subcontract or through vendors) any tools, materials, supplies, equipment and labor necessary to complete the

Services required of Contractor under this Agreement and Contractor has sufficient experience and competence to perform the Services under the Agreement and meets the qualification standards set forth herein.

- B. **Authorization.** Contractor is authorized to do business in St. Johns County and the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Services.
- C. **E-Verify Requirements.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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 and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *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(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
- D. **Scrutinized Companies.** In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
- E. **Anti-Human Trafficking.** Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.
- F. **Public Entity Crimes.** Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- G. **Foreign Influence.** Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

#### SECTION 17. MISCELLANEOUS.

- A. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this

Agreement, or any part of this Agreement not held to be invalid or unenforceable.

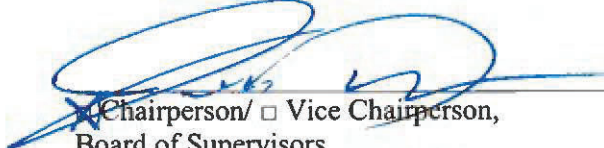
- B. ***Arm's Length Transaction.*** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- C. ***Execution.*** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties agree that electronic signatures may be used to sign this Agreement and shall have the same force and effect as a written signature.
- D. ***Headings for Convenience Only.*** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- E. ***Agreement; Amendments.*** This instrument shall constitute the final and complete expression of agreement between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.
- F. ***Custom and Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- G. ***Successors; Assignment.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.
- H. ***Authorization.*** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

*[signatures on following page]*



**IN WITNESS WHEREOF**, the Parties hereto have signed this Agreement to be effective on the day and year first written above.

**ORANGE BRANCH COMMUNITY  
DEVELOPMENT DISTRICT**

  
☒ Chairperson/ ☐ Vice Chairperson,  
Board of Supervisors  
Date: 2-6-2025

**BIG Z POOL SERVICE, LLC**

*Zachary Sullivan*  
By: \_\_\_\_\_  
Print: Zachary Sullivan  
Its: President (owner and operator) CPC1459355  
Date: 2/6/2025

**Exhibit A:** Scope of Services  
**Exhibit B:** Service Area Map

**Exhibit A**  
**Scope of Services**

Big Z Pool Service LLC  
 9048684660  
 172 Stokes Landing Rd.  
 Saint Augustine, FL 32095  
 CPC1459355



The Landings  
 1750 Greenbriar Rd.  
 St. Johns, FL 32259

Estimate Number 0000489  
 Estimate Date 01/31/2025  
 Reference Fountain Srvc with  
 Chems.

Description	Rate	Qty	Line Total
RE: Fountain Service with Chemicals	\$0.00	1	\$0.00
Monthly Fountain Service with Chemicals Services Include: Vacuuming, Skimming & Brushing Chemicals Include: Chlorine, Acid for pH, Sodium Bicarbonate, and Stabilizer We will also include monitoring and maintaining the filtration system and feature pumps, including cleaning the filter as needed, which is typically every three weeks for swimming pool. We will clean out the leaf basket on the filtration pump weekly and check the big feature baskets least once a month. This includes lubrication of the O-rings to ensure proper sealing for the pump traps.	\$225.00	1	\$225.00
Subtotal			225.00
Tax			0.00
<b>Estimate Total (USD)</b>			<b>\$225.00</b>

**Exhibit B**  
**Service Area Map**



**Pulte**  
**HOMES**  
The Landings  
at Greenbriar



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>ZACHARY SULLIVAN</b>	
	2 Business name/disregarded entity name, if different from above. <b>BIG Z POOL SERVICE LLC</b>	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following federal boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> <b>LLC.</b> Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>S</b> <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. <b>172 STOKES LANDING RD</b>	Requester's name and address (optional)	
6 City, state, and ZIP code <b>SAINT AUGUSTINE FL 32095</b>		
7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>	
<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>
or	
<b>Employer identification number</b>	
<div><div>4</div><div>6</div></div>	<div><div>-</div><div>0</div><div>7</div><div>4</div><div>6</div><div>5</div><div>6</div><div>9</div></div>

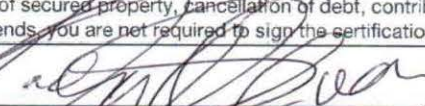
**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person 	Date <b>01/01/2025</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# **ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION**

**ITEMS B**



**AGREEMENT BETWEEN ORANGE BRANCH COMMUNITY DEVELOPMENT  
DISTRICT AND LANDCARE GROUP, INC. FOR LANDSCAPE MAINTENANCE  
SERVICES**

THIS AGREEMENT (the "Agreement") is made and entered into this 5<sup>th</sup> day of February 2025, by and between:

**ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of care of Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

**LANDCARE GROUP, INC.**, a Florida corporation, with a mailing address of 35 Enterprise Drive, Bunnell, FL 32110 ("**Contractor**," and collectively with the District, "**Parties**").

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping improvements; and

**WHEREAS**, the District has a need to retain an independent contractor to provide certain landscape maintenance services; and

**WHEREAS**, Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("**Services**"), for the areas identified at **Exhibit B** ("**Property**").

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which the Parties have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **DESCRIPTION OF WORK AND SERVICES.**

A. The District desires that Contractor provide landscape maintenance services within professionally accepted standards and in accordance with IFAS, St. Johns County, and FDOT standards. Upon the Parties signing this Agreement, Contractor shall provide the District with the Services identified in **Exhibit A** for the Property identified at **Exhibit B**.

- B. While providing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- C. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities for the Services are met to the satisfaction of the District.
- D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

3. **SCOPE OF SERVICES.** The Contractor will provide the Services for the Property as further identified in **Exhibit B**. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A** or any prior agreements among the Parties, this Agreement controls.

4. **MANNER OF CONTRACTOR'S PERFORMANCE.** Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by Contractor. All Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as UF, USF, IFAS, etc., including line of site requirements set forth by FDOT and St. Johns County. The performance of all Services shall further conform to any written instructions issued by the District through its designee, which shall be the District Manager or his or her designee ("**Designee**").

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of Services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included herein unless the District, through its Designee, authorizes the Contractor, in writing, to perform such work.
- C. The District's Designee shall act as the District's representative with respect to the services to be performed under this Agreement. The Designee shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services provided that no direction shall obviate Contractor's obligations as



an expert in the field to provide the Services in conformance with landscaping best practices.

- (1) Upon request by the District Designee, the Contractor agrees to meet with the District's Designee to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
  - (2) The Contractor shall provide the District Manager a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. There shall be a monthly comprehensive report for each District agenda package at least eight days in advance of said District meeting outlining areas of service, concern and other matters pertaining to this Agreement.
- D. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to notify the District immediately of any damage and commence repair of any damage resulting from Contractor's activities and work within twenty-four (24) hours unless a longer time period is required and as reasonably agreed to by the District.

## 5. **COMPENSATION.**

- A. Beginning February 1, 2025, the District agrees to pay Contractor monthly payments of **Fifteen Thousand, Eight Hundred Three and 85/100 Dollars (\$15,803.85)**, for a twelve (12) month period total of **One Hundred Eighty-Nine Thousand, Six Hundred Forty-Six and 25/100 Dollars (\$189,646.25)**, as set forth in **Exhibit A**. Any additional compensation for additional duties shall be paid only upon the written authorization of the District in accordance with the unit pricing provided in Contractor's proposal to the District. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month.
- B. If the District should desire additional work or services, or to add additional lands to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services based on unit pricing in the Contractor's bid documents. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or

services based upon a payment amount acceptable to the Parties and agreed to in writing.

- C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Services, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Services, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Services.
- E. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.



6. **TERM.** This Agreement is effective as of February 1, 2025, and shall continue until January 31, 2026 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. Thereafter, this Agreement shall automatically renew for additional one (1) year terms unless terminated earlier in accordance with Section 18 below. Renewals are contingent upon satisfactory performance and subject to the availability of funds. However, if at any time the compensation exceeds those amounts required under Florida law to be publicly procured, this Agreement shall terminate upon written notification of the District.

7. **SUBCONTRACTORS.** The Contractor shall not award any of the Services to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

8. **INSURANCE.**

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its officers, consultants, professional staff, onsite management and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that



any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**9. INDEMNIFICATION.**

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, professional staff, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**10. ENVIRONMENTAL ACTIVITIES.** The Contractor agrees it is licensed, capable and shall use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns and correcting any other harm resulting from the Work to be performed by Contractor.

**11. ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any



claim that the existing landscaping was not in good condition or otherwise differs materially from conditions ordinarily encountered.

**12. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any plant, irrigation or other materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law, and for as long as Contractor maintains the District property, whichever is longer. With respect to any and all plant material provided pursuant to this Agreement, or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting, or for as long as Contractor maintains the District property, whichever is longer, except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for and other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**13. TAX-EXEMPT DIRECT PURCHASES.** The Parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. Contractor shall follow required procedures as directed by the District.



**14. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

**15. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**16. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**17. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**18. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

**19. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits

or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**20. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

**21. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**22. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**23. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**24. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**25. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**26. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**27. NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by electronic mail, hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:



**A. If to the District:** Orange Branch Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager  
torrese@whhassociates.com

**With a copy to:** Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel  
jennifer@cddlawyers.com

**B. If to Contractor:** Landcare Group, Inc.  
35 Enterprise Drive  
Bunnell, FL 32110  
Attn: David Jackson  
dave@landcaregrp.com

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth in this Agreement.

**28. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**29. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be St. Johns County, Florida.



**30. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District 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 **Daphne Gillyard ("Public Records Custodian")**. Among other requirements and to the extent applicable by law, 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 Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, 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 Contractor, 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 District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (561) 571-0010, TORRESE@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**31. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**32. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**33. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as

an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**34. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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 District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *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(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**35. SCRUTINIZED COMPANIES.** In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**36. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

**ORANGE BRANCH COMMUNITY  
DEVELOPMENT DISTRICT**

  
By: JUSTIN DUDLEY  
Chairperson/Vice Chairperson

**LANDCARE GROUP, INC.**

  
By: DAVID JACKSON  
Its: PROJECT DEVELOPMENT MANAGER

**Exhibit A:** Scope of Services  
**Exhibit B:** Service Area Map

**Exhibit A:**  
**Scope of Services**



35 Enterprise Dr. Bunnell, Florida 32110 • Main Office: (386) 586-3321 • www.landcaregrp.com

**Landscape Maintenance Service Agreement**

**Practical Specifications for Contract Landscape Maintenance for:**  
**Orange Branch Community Development District**

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

**SCHEDULE "A" – GENERAL SERVICES**

**A. Turf Maintenance**

*Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas.*

**1. Mowing of Common Area**

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. St. Augustine turf shall be mowed weekly during the growing season from April 1<sup>st</sup> through October 15<sup>th</sup> and as needed during the non-growing season from October 16<sup>th</sup> through March 31<sup>st</sup>. Based on this schedule, it is estimated that the contractor will perform a minimum of 40 and a maximum of 42 mowing cycles per 12-month period in the performance of this contract. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors beyond their control.
- c. Bahia turf shall be mowed weekly during the growing season from April 15<sup>th</sup> through October 1<sup>st</sup> and as needed during the non-growing season from October 2<sup>nd</sup> through April 14<sup>th</sup>. Based on this schedule, it is estimated that the contractor will perform a minimum of 36 and a maximum of 40 mowing cycles per 12-month period in the performance of this contract. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors beyond their control.

- d. St. Augustine and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- e. Mowing height for St. Augustine and Bahia turf will be set at 3½" to 4".
- f. Visible clippings that may be left following mowing operations shall be removed from the site each visit.
- g. Contractor will take special care to avoid allowing any clippings to be discharged or blown into stormwater ponds or drop inlets.
- h. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment may result in the replacement of damaged material at the contractor's cost. Replacement material will be of similar size to the material being replaced.

## 2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above mentioned borders by use of a mechanical edger. String trimmers will not be used for this function. It is understood that edging of beds and hard surfaces will be skipped periodically to let the turf fill in and/or thicken the vertical edge. It is also understood that growth regulators are an acceptable practice to maintain the edges during the growing season.

## 3. String Trimming

- a. String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications.



- c. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle. It is understood that every effort will be made to keep clippings out of water bodies, but inevitably some clippings will get in the water with prevailing wind. It is understood that the Owner is responsible for regular lake maintenance, including spraying the water line with aquatic herbicide where it meets the turf, and cleaning out culverts, inlets, and outlets.

#### 4. Blowing

- a. When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, stormwater ponds, inlets, onto vehicles or onto other hardscape surfaces.
- b. Contractor will be expected to blow off the boardwalks, tennis courts, pool area and all entry points and other similar amenities.
- c. When blowing by garages or front doors forced air should be aimed to push debris away from all entries.

#### 5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, signposts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the association or homeowners within 30 days for any damage to property caused by their crew members or equipment. Mulch beds are recommended in areas where equipment may come in contact with the above stated items.

#### B. Detail

*The detailing process will include trimming, pruning, and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.*

##### 1. Pruning

- a. Prune trees, shrubs, and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

- b. Pruning of trees up to a height of 8 feet is included in the scope of the work. If pruning is required above the height of 8 feet contractor shall propose an extra service to management and acquire approval prior to performing the work. The branching height of trees shall be raised to 8 feet only for the following reasons:
- Provide clearance for pedestrians, small vehicles, mowers, and buildings.
  - Maintain clearance from shrubs in bed areas.
  - Improve visibility in parking lots and around entries.
- c. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- d. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- e. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- f. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by management. Pruning of Crape Myrtles up to a height of 8 feet is included in the scope of work. Cutting large Crape Myrtles down to 8 ft. is excluded from our scope of work.
- g. Palm Pruning should be done bi-annually and will be within set months each year. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type. Hanging or broken fronds should be removed and properly discarded during each visit. Summertime pruning must be at the beginning of palm seeding time to retrieve the seed sacks.
- h. Major cut-backs at wood lines of groundcover, shrubs, or trees are not included in the scope of this Agreement, and would be proposed as an additional charge to Owner if requested. In addition, if there is a major loss of plant life due to freeze, the pruning of those materials would also be an additional charge.

## 2. Weed Control

Owner's Initials \_\_\_\_\_

- a. Bed areas are to be sprayed after each detail service. Pre and post-emergent chemicals are acceptable means of control.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. This does not include streets or roadways where vehicles drive.

C. General

1. Policing/Special Maintenance

- a. Contractor will police the grounds on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval.
- b. Contractor will dedicate personnel and specialized equipment for the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through March.

2. Communication

- a. The Contractor will communicate with management for any landscape issues requiring immediate attention.
- b. Contractor agrees to take part in monthly inspections of the property to ensure their performance of this agreement meets the standards required herein and protects the overall well-being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available if needed.
- c. Contractor will be required to maintain an interactive web site or a customer service work order system (software) that will allow management to make direct contact for service requests and/or extra work. The web site also must be set up to alert property management when requests become delinquent.
- d. Contractor agrees to have a qualified individual available to inspect finished homes and sections of common area for the purpose of accepting them for maintenance services. The contractor will be asked to communicate via memorandum on their willingness to accept completed areas or state deficiencies that preclude acceptance.

### 3. Staffing

- a. The Contractor shall have a well-experienced Account Manager. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. The Account Manager will communicate with the property's staff. In order to maintain continuity, the same Account Manager shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of management prior to any such change. This will assure Management that maintenance personnel remain familiar with the maintenance specifications, the Property and any changing conditions.
- b. The crew members should be properly trained to carry out their assigned task, and should work in a safe, professional manner. Each crew member should be in full uniform at all times to include all rain, cold weather gear and hats.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime. Also, Contractor agrees to follow all applicable government guidelines for hiring and to maintain an I-9 or other required documents on each employee.
- e. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 7:00 AM until 5:00 PM. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

### SCHEDULE "B"

#### PEST CONTROL & FERTILIZATION PROGRAM (ST. AUGUSTINE)

#### A. Application Schedule

Owner's Initials \_\_\_\_\_



<u>Month</u>	<u>Application</u>
January:	Late winter fertilization, broadleaf weed and disease control
March:	Spring granular fertilization, broadleaf weed control, insect and disease control
May:	Early summer liquid fertilization with Arena and weed control
July:	Insect and weed control
September:	Late summer fertilization, insect and disease control
November:	Fall fertilization and broadleaf weed/disease control

*Note: Some applications will be combined for efficiency. Applications can be added or deleted based on soil samples, availability of products or inclement weather.*

## **B. Application Requirements**

### **1. Fertilization**

- a. Annual program will include a minimum of 5 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.

Owner's Initials \_\_\_\_\_



- e. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety under this program.
- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions are pre-existing, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

**SCHEDULE "B1"**

**PEST CONTROL & FERTILIZATION PROGRAM (BAHIA)**

A. Application Schedule

<u>Month</u>	<u>Application</u>
--------------	--------------------

Owner's Initials \_\_\_\_\_

March: Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

June: Chelated Iron application and Mole Cricket control.

October: Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

*Note: Some applications will be combined for efficiency. Applications can be added or deleted based on soil samples, availability of products or inclement weather.*

**B. Application Requirements**

**1. Fertilization**

- a. Annual program will include a minimum of 2 lbs of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the October fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.

**2. Insect/Disease Control**

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety under this program.
- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass.

4. Warranty

There is no warranty for Bahia turf.

**SCHEDULE "C"**  
**TREE & SHRUB PEST CONTROL & FERTILIZATION PROGRAM**

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
February:	Spring granular fertilization and insect/disease control as needed
March/April:	Insect/disease control/fertilization as needed
May/June:	Insect/disease control/fertilization as needed
July/August:	Insect/disease control/fertilization as needed
October:	Fall granular fertilization and insect/disease control as needed
December:	Insect/disease control as needed

*Note: Some applications will be combined for efficiency. Applications can be added or deleted based on soil samples, availability of products or inclement weather.*

Owner's Initials \_\_\_\_\_

**B. Application Requirements**

**1. Fertilization**

- a. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
- b. Annual program will include a minimum of 30% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. This program covers fertility requirements on shrubs, trees, and palms up to 15' overall height. All native trees or trees over 15' in overall height will require special consideration and are therefore excluded from this program.
- e. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- f. The irrigation system will be fully operational prior to any fertilizer application.
- g. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

**2. Insect/Disease Control**

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. Most insect and disease infestations require follow-up applications for control and are included in this program.



- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call. Service calls due to active infestations are included in this program.
- c. This program covers most disease and insect activity on shrubs, trees, and palms up to 15' overall height. All native trees or existing trees over 15' in overall height will require special consideration and are therefore excluded from this program.
- d. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

### 3. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available. Exclusions to this warranty would be pre-existing conditions, freeze damage, nematodes, borers, locusts, and diseases such as Verticillium, Fusarium Wilt, and Ganoderma Butt Rot that are untreatable with currently available chemicals, Texas Phoenix Palm Decline ("TPPD"), or lethal bronzing, soil contamination, or conditions that are known to not be suitable for certain plants such as Loropetalum or Anise; which cannot tolerate high ph levels, drainage problems or conditions that prevent the contractor from providing proper irrigation, such as Water Management District restrictions or unapproved irrigation repairs, and Acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

## SCHEDULE "D"- SPECIAL SERVICES

### A. Flower Beds

*The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.*

#### 1. Schedule

- a. All flower beds on the property will be changed out four (4) times per year.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for profusion of color and display.

#### 2. Installation



- a. 3,500 Plants are to be installed utilizing a triangular spacing of 8"-10" O.C. (depending on type) between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged pine bark.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed and are included in the scope of work.

### 3. Maintenance

- a. Flower beds, pots and urns will be reviewed at each service visit for the following:
  - Removal of all litter and debris.
  - Removal of weeds.
  - Inspect for the presence of insect or disease activity and treat immediately.
- b. Pre-emergent herbicides are not to be used in annual beds.

### 4. Warranty

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze damage, theft, vandalism, rabbits, deer, or conditions beyond their control. Rabbit and deer repellent are not included in this contract and will be installed at an additional charge.

### 5. Payment Proration

- a. Customer acknowledges that payment for each of the four (4) flower installations per contract year, in the quantities stated above, shall be included in the monthly payment,

but the portion of each monthly payment attributed to flower installation is prorated in accordance with the schedule below. Should the contract be cancelled for any reason, by either party, prior to the end of the term, Customer is still responsible for any remaining payments due for future months that pertain to any flower installation that has already occurred prior to the cancellation in accordance with this schedule.

**Approx. March 2025**

MARCH 2025	APRIL 2025	MAY 2025
\$2,333.34	\$2,333.33	\$2,333.33

**Due from Customer for 1<sup>st</sup> Flower Installation: \$7,000.00**

**Approx. June 2025**

JUNE 2025	JULY 2025	AUGUST 2025
\$2,333.34	\$2,333.33	\$2,333.33

**Due from Customer for 2<sup>nd</sup> Flower Installation: \$7,000.00**

**Approx. September 2025**

SEPTEMBER 2025	OCTOBER 2025	NOVEMBER 2025
\$2,333.34	\$2,333.33	\$2,333.33

**Due from Customer for 3<sup>rd</sup> Flower Installation: \$7,000.00**

**Approx. December 2025**

DECEMBER 2025	JANUARY 2026	FEBRUARY 2026
\$2,333.34	\$2,333.33	\$2,333.33

**Due from Customer for 4<sup>th</sup> Flower Installation: \$7,000.00**

- b. Due to national material shortages and higher than average prices, Contractor retains the right to adjust the above amounts should the contractor's cost for these materials increase. The contract may then be equitably adjusted by written notice from Contractor to Owner, and subsequent Amendment to this Agreement.

**B. Mulch Replenishment**

1. Pine Bark mulch will be replenished at the property one time per year.
2. The quantity of Pine Bark to be installed at the property one time per year, at a depth of 1"-1.5" is approximately 667 cubic yards. The anticipated price is included in the amount stated in the attached Terms & Compensation section and is based on the current price per yard of \$50.00. Any additional mulch needed or requested will be at an additional cost, needing prior approval by Owner.
3. Prior to application, areas will be prepared by removing all weeds and foreign debris, and establishing a defined, uniform edge to all bed and tree rings as well as a 2" deep trench along all hardscape surfaces in order to hold mulch in place.

C. Palm Pruning

1. The palms will be pruned within each varieties season, once per year, as follows.
2. The property has a total of 17 Phoenix variety palms, which will be pruned once per year. There are 146 non-Phoenix palms, which will also be pruned once per year.
3. The anticipated price to prune the palms is included in the amount stated in the attached Terms & Compensation section and is based on the current price of \$100.00 per Phoenix palm, and \$50.00 per non-Phoenix palm. However, Contractor retains the right to adjust this figure, should Contractor's cost increase more than anticipated.

D. Monthly Reports

Landcare Group, Inc. will submit to the Owner's Representative, a monthly report detailing what was done to the various areas of the property, including details for turf areas, trees and shrubs, the irrigation system, and any additional noteworthy areas of the property. The report is to be sent via email on a monthly basis, for the prior month of service, and shall provide information regarding any plans of action for the future.

**SCHEDULE "E" – IRRIGATION MAINTENANCE**

A. Frequency of Service

Contractor will perform the following itemized services under "Specifications" on a monthly basis.

B. Specifications

1. Activate each zone of the system.
2. Visually check for any damaged heads or nozzles needing repair.
3. Clean, straighten, or adjust any heads not functioning properly.
4. Report any valve or valve box that may be damaged in any way.
5. Leave areas in which repairs or adjustments are made free of debris.
6. Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements including adjustment of rain sensor.

C. Qualifying Statements

1. Repairs

- a. Repairs that become necessary that are over and above the routine maintenance contract will be done on a time and material basis at the rates of **\$45.00/hr.** for a technician and **\$65.00/hr.** for a specialist.
- b. It is understood that time is of the essence for repairs so that sod, plants and trees do not die. Therefore, a not to exceed price of **\$1,000.00** is approved without a formal proposal so that the contractor can proceed in a timely manner.

## 2. Service Calls

- a. While there is no minimum service call charge for requests of service during normal business hours, any repairs required between scheduled visits will be billed on a time and material basis at the rates of **\$45.00/hr.** for a technician and **\$65.00/hr.** for a specialist.
  - b. Service calls that occur after hours on weekdays, on national holidays, or weekends, which are of an emergency nature will be billed on a time and material basis of **\$65.00/hr.** for a technician and **\$95.00/hr.** for a specialist.
  - c. When not an emergency, request for authorization must be submitted in written form to management for approval when the costs will exceed **\$1,000.00**. A description of the problem, its location and estimated cost should be included.
- 3. Contractor will pay special attention during irrigation maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas and to adjust any heads that are found to be out of position.
  - 4. Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the owner.
  - 5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze, acts of God, or conditions beyond their control.
  - 6. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.



## SCHEDULE "F" - EXCLUSIONS & EXTRA SERVICES

### A. Exclusions

All work restricted specifically to the described areas as listed in our scope of work.

No under brushing or any natural vegetation is included unless otherwise specified. No vines or material will be pruned away from property lines, this is an additional service.

No cut-backs due to freeze are included. This is an additional service and would be billed accordingly.

This does not include any brush trimming in center of canals/ponds or areas inaccessible to normal mowing conditions. Also excludes removal of large logs or anything two men cannot physically (within reason) pick up.

Any damage to screen enclosures not protected by landscape borders or kick plates.

Damage from dog urine, freezes, high winds, hail, hurricanes, tornado, floods, tsunamis, lightning, fire, restrictions by governmental agencies including state or local watering restrictions, regulations, or mandates, acts of God, or any act of nature.

Pests, fungi, disease, or anything imported to or created in the United States that has no immediate control such as, but not limited to; Asian Cycad Scale, Bonder Nesting Whitefly, Borers, Chilli Thrips, Fig Whitefly, Fusarium Wilt, Ganoderma Butt Rot, Pink Hibiscus Mealy Bug, Rugose Spiraling Whitefly, Sri Lanka Weevil, and Take-All Root Rot. New pests are introduced into the United States every year and this list is subject to change without notice.

Damage caused by faulty irrigation controllers, timers, valves, solenoids, line breaks or anything affiliated with irrigation components restricting or stopping irrigating.

This does not include any maintenance or replacement to weathered items including sign repair, fence posts, timber retaining ties, or any other item that has deteriorated due to normal conditions. Any replacement of such items done by the Contractor will be done in the form of a written proposal to be paid by the Owner, and signed and dated by both parties prior to any additional work.





**ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS C**



May 13<sup>th</sup>, 2025

Board of Supervisors  
Orange Branch Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

RE: Acquisition of Improvements and Work Product – Entrance Monument at Landings at  
Greenbriar Phase 1A

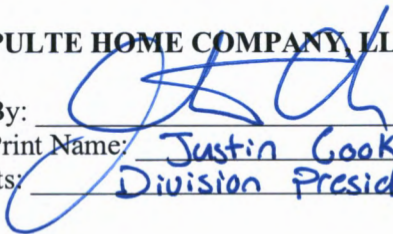
Dear Board of Supervisors:

Pulte Home Company, LLC ("Developer") has completed and wishes to convey to the District certain improvements ("Improvements") and associated work product ("Work Product"), which are more particularly described in **Exhibit A** and which relate to improvements described in the District's *Engineer's Report Prepared for Board of Supervisors Orange Branch Community Development District*, dated April 10, 2024 ("Engineer's Report" and the master project described therein, the "Capital Improvement Plan").

As consideration for the conveyance of the Improvements and Work Product, the District agrees to pay the Developer up to **\$1,082,549.00**, representing the actual cost (as supported by affidavit of developer and checks paid to contractors) of completing the Improvements and the Work Product through the District's future issuance of tax-exempt bonds or other available legal proceeds but only if and when legally available. Notwithstanding anything to the contrary herein, to the extent any amounts are still owed to contractors, Developer agrees to timely make payment for all remaining amounts owed and to ensure that no liens are placed on the Improvements or the District's property.

Sincerely,

**PULTE HOME COMPANY, LLC**

By:   
Print Name: Justin Cook  
Its: Division President

**District Acceptance:**

**ORANGE BRANCH COMMUNITY  
DEVELOPMENT DISTRICT**

  
Chairperson, Board of Supervisors

**Exhibit A** – Description of Improvements and Work Product – Entrance Monument at Landings at  
Greenbriar Phase 1A

**EXHIBIT A**

**Description of Improvements and Work Product – Entrance Monument at Landings at Greenbriar  
Phase 1A**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at Greenbriar Phase 1A,” recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida and further described herein:

All components related to the entry monument and fountain, including but not limited to all structural elements, decorative features, lighting, plumbing fixtures, piping, pumps, valves, water lines, electrical connections, fountains, landscaping, signage, equipment, and appurtenances thereto.

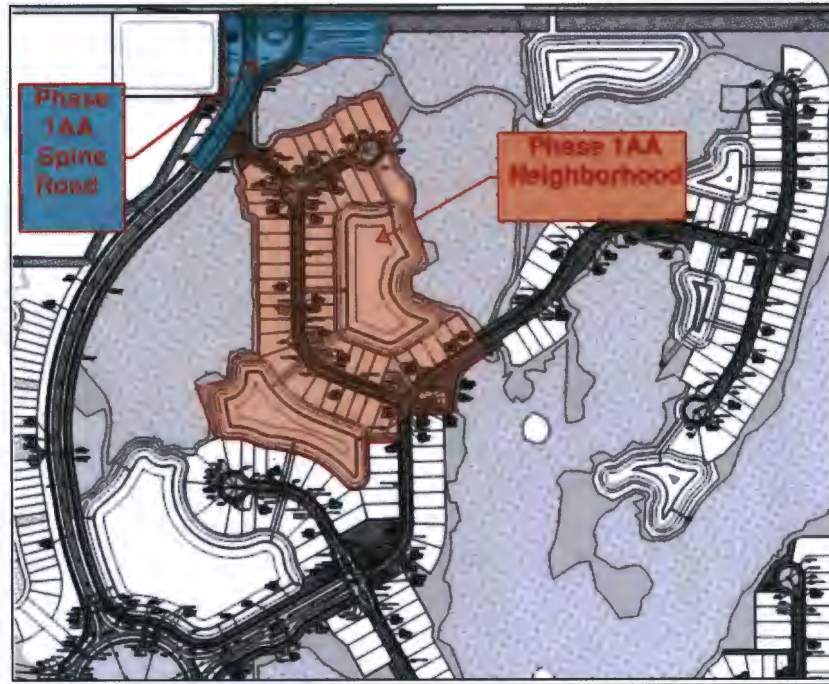
**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents, including but not limited to digital files and electronic data, including CAD files, BIM models, and other electronic formats that may be crucial for future maintenance and modifications, of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Contract Date</u></b>	<b><u>Reimbursable Cost</u></b>
CT Construction Services, LLC (Main Entrance Improvements)	May 15, 2024	\$1,050,749.00
Basham & Lucas Design Group (Work Product)	November 10, 2023	\$31,800.00
<b><i>Subtotal</i></b>		<b><i>\$1,082,549.00</i></b>
<b>TOTAL</b>		<b>\$1,082,549.00</b>

And constructed on the areas depicted as *Phase 1AA Spine Road* on the map below:





## ACKNOWLEDGMENT AND RELEASE

THIS ACKNOWLEDGMENT AND RELEASE (“**Release**”) is made the 13<sup>th</sup> day of May 2025, by **CT CONSTRUCTION SERVICES, LLC**, a Florida limited liability company, with a mailing address of 3619 Nipa Drive, Green Cove Springs, FL 32043 (the “**Contractor**”), in favor of the **ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT** (the “**District**”), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices located at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

**WHEREAS**, pursuant to that certain agreement (“**Contract**”) dated May 15, 2024, between Contractor and Pulte Home Company, LLC (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** (“**Improvements**”); and

**WHEREAS**, Developer now intends to convey the Improvements to the District and/or another public utility provider and/or local government and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

**SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.


**SECTION 3. WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law, including material and workmanship warranties.

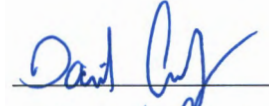
**SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District, whether incurred in connection with enforcement of this indemnification provision or in connection with defending against such claims. The provisions of this section shall survive termination of this Release indefinitely.

**SECTION 5. CERTIFICATE OF PAYMENT.** Contractor hereby acknowledges and certifies under penalty of perjury that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

**SECTION 6. EFFECTIVE DATE.** This Acknowledgment and Release shall take effect upon execution.

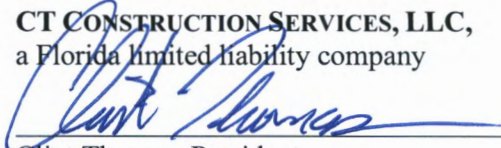
ATTEST

  
\_\_\_\_\_  
Anna Kulezkowski  
[print name]

  
\_\_\_\_\_  
David Crosby  
[print name]

**CT CONSTRUCTION SERVICES, LLC,**  
a Florida limited liability company

By:

  
\_\_\_\_\_  
Clint Thomas, President

## EXHIBIT A

### **Description of Improvements and Work Product – Entrance Monument at Landings at Greenbriar Phase 1A**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

#### Improvements

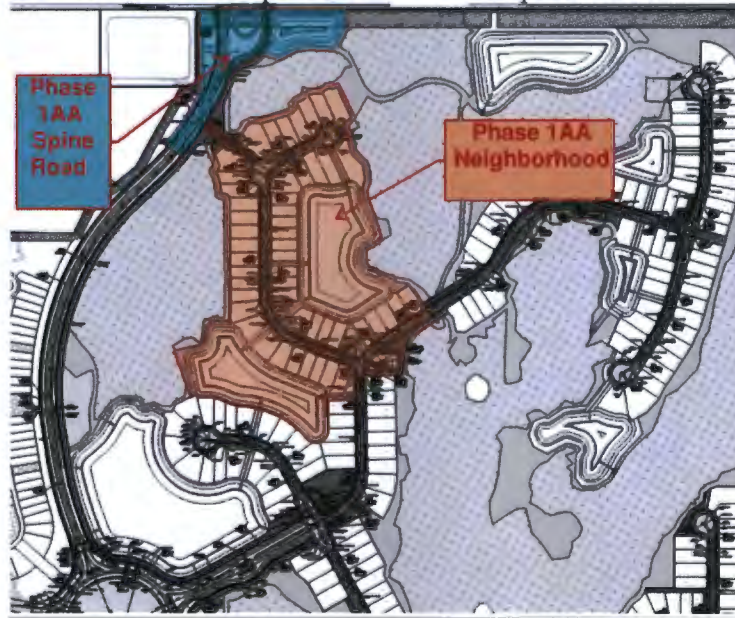
The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at Greenbriar Phase 1A,” recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida and further described herein:

All components related to the entry monument and fountain, including but not limited to all structural elements, decorative features, lighting, plumbing fixtures, piping, pumps, valves, water lines, electrical connections, fountains, landscaping, signage, equipment, and appurtenances thereto.

All as further identified in the contract below:

<u>Contractor</u>	<u>Contract Date</u>	<u>Reimbursable Cost</u>
CT Construction Services, LLC (Main Entrance Improvements)	May 15, 2024	\$1,050,749.00
<b><i>Subtotal</i></b>		<b><i>\$1,050,749.00</i></b>
<b>TOTAL</b>		<b>\$1,050,749.00</b>

And constructed on the areas depicted as *Phase 1AA Spine Road* on the map below:



**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE  
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE  
PRODUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 21<sup>st</sup> day of May 2025, by **BASHAM & LUCAS DESIGN GROUP, INC.**, a Florida corporation with a mailing address of 7645 Gate Parkway, Suite 101, Jacksonville, FL 32256 (the "Professional"), in favor of the **ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT** (the "District"), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices located at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

**SECTION 1. DESCRIPTION OF PROFESSIONAL'S SERVICES.** Professional has provided professional construction administration services (the "Work Product") for Pulte Home Company, LLC, developer of lands within the District (the "Developer"). A copy of the contract for said Work Product is attached as **Exhibit A** (the "Professional Contract"). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

**SECTION 2. ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract attached as **Exhibit A**, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District is acquiring certain improvements constructed by CT Construction Services, LLC, and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

**SECTION 3. WARRANTY.** Professional hereby expressly acknowledges the District's right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law. Professional warrants that all Work Product complies with applicable building codes, regulations, and industry standards, and is fit for its intended purpose.


**SECTION 4. INDEMNIFICATION.** Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product identified in **Exhibit B** because of any act or omission of Professional, its agents, employees, or officers and shall include, but not be limited to, intellectual property infringement claims. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.


**SECTION 5. CERTIFICATE OF PAYMENT.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product identified in **Exhibit B**. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit B**.

*[Continued on following page]*

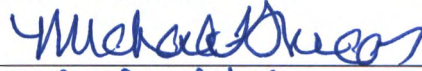
**SECTION 6. EFFECTIVE DATE.** This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

  
\_\_\_\_\_  
Anna Kilczkowski  
[print name]

  
\_\_\_\_\_  
David Crosby  
[print name]

**BASHAM & LUCAS DESIGN GROUP, INC.,**  
a Florida corporation

  
\_\_\_\_\_  
By: Michael Lucas  
Its: Exec V.P.



## EXHIBIT A

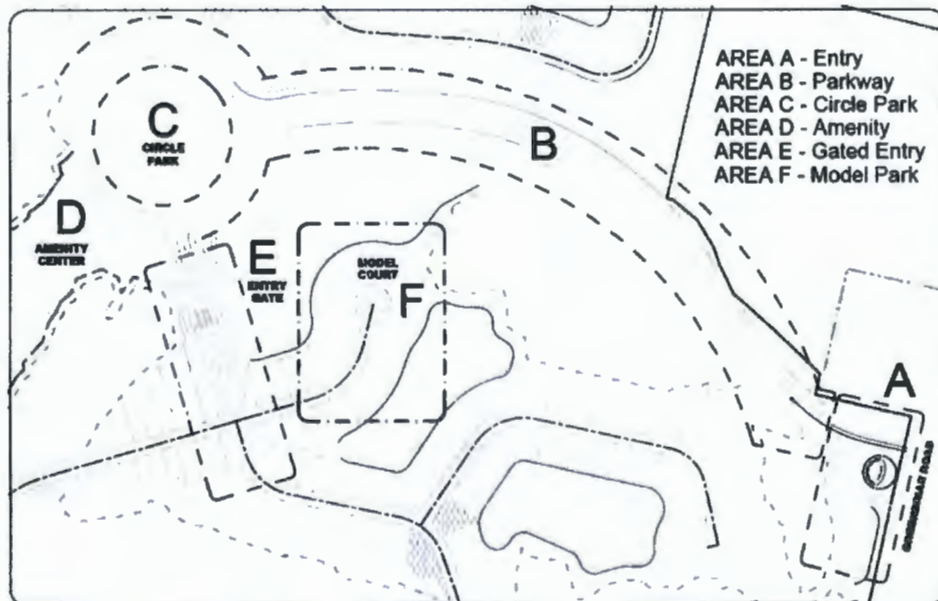


**PROPOSAL FOR:**  
**The Landings at Saint Johns**  
**Entry & Amenity Area Design Concepts for Phase I**  
**Project #22-17A**

**To:** Chris Hill  
North Florida Division  
124 Del Webb Parkway  
Ponte Vedra, Florida 32081

**Date:** November 10, 2023

Dear Chris,  
Thank you for the opportunity to submit our professional design service proposal. We intend to provide the final design, construction documents and planting plans for the approximate areas highlighted on the map below.



Our scope of services is outlined below.

### **Area A – Main Entry**

**Part 1: \$26,600**

#### **Area A - Entrance Sign Monument Construction Documents**

- A. Entrance Sign Monument Construction Documents based on previous concept:
1. Geometric layout and dimensions
  2. Foundation details
  3. Wall cross sections & water proofing details
  4. Structural engineering



BASLAM  
& LUCAS

5. Fountain and waterfall engineering (by WET Engineering)
6. Sign letters basis of design (actual shop drawings and engineering by sign contractor).
7. Coordination with your chosen general contractor and sign contractor for fabrication basis of design.

**Part 2: \$5,400**

**Area A - Landscape Planting Plans of the Main Entrance**

1. Plant material selection and specifications
2. Master tree plan and their specifications.
3. Plan view layout w/ quantities and species name
4. Total quantities and plant schedules
5. Irrigation design is included in Part 5 below.

Note: Soil testing and/or amendments may be required to determine the quality of soil that the landscape will be installed in. If testing is necessary, we have not included any testing within our proposal.

**Part 3: \$5,200**

**Area A - Entry Area Site Electrical Engineering**

- A. Product planning and fixture selection for outdoor decorative lighting at the following areas:
  1. Entry Sign and fountain power supply
  2. Decorative landscape lighting & tree uplighting
  3. Decorative hardscape lighting
- B. The actual site engineering design reflecting feeder sizes and circuitry distribution shall be by our Electrical Engineer.
- C. Coordination with power company provider

Note: Photometrics for all lighting has not been included since street lighting is presumed to be designed by the power company.

**Area B - Parkway**

**Part 4: \$6,100**

**Area B - Parkway Landscape Architecture Design Concept**

We shall provide the conceptual landscape and hardscape design of the parkway from the entry up to the circular park. This concept shall include:

- A. Coordination with civil engineer on tree placement and species selection.
- B. Design concept of the 25' linear park area on the west side of the parkway between the homes and the roadway.
- C. Conceptual landscape massing of planting areas along the parkway.
- D. Concept of the overlook on the lake. *2/PROCS - OVERLOOK?*

**Part 5: \$19,100**

**Area B - Parkway Landscape Architecture & Irrigation Design**

- A. Plant material selection and specifications
- B. Master tree plan and their specifications.
- C. Plan view layout w/ quantities and species name
- D. Total quantities and schedules

Note: Permit code plan for landscape & tree mitigation shall be provided by your civil engineer. Soil testing and/or amendments may be required to determine the quality of soil that the landscape will be installed in. If testing is necessary, we have not included any testing within our proposal. This does not include planting plans of the 25' linear park along western edge of parkway.



Irrigation Design including the Main Entrance, Parkway and Circular Park (areas A, B & C).

- E. Overall site sleeving plan and details for General Contractor or Irrigation Contractor.
- F. Overall site layout irrigation design.
  - 1. Valve locations
  - 2. Zone delineation with located head layout.
  - 3. Main waterline feeds located by civil engineer
  - 4. Head types
  - 5. Controller system locations

Note: Owner to verify water source. The irrigation plans, specifications and construction details will programmatically fulfill the necessary bid documents; however unforeseen on-site re-locations of heads, controllers, etc. due to on-site changes are the responsibility of the Landscape Contractor/Irrigation Contractor. The Landscape Contractor or Irrigation Contractor is responsible for any as-built documents required by the developer. Civil engineer is responsible for sub-surface drainage if it is a site with high ground water that will promote poor drainage for the landscape plant material.

### Area C – Circular Park

Part 6: \$3,800 *CAH*

#### Area C - Landscape Architecture & Irrigation Design

The scope of this section will only include trees and sod for aesthetic purposes with the intent that final design will come in a future phase. Our plans shall denote limits of improvements and bid package for landscape contractor.

- A. Master tree plan and their specifications.
- B. Plan view layout w/ quantities and species name
- C. Total quantities and schedules

Note: No hardscape improvements have been included in this scope.

### Area D – Amenity Area

Part 7: \$6,700 *CAH*

#### Family Community Amenity Area Final Design

- A. We shall finalize the site planning design based on previous studies. Our final site plan shall address the ultimate build-out of the amenity site including:
- B. Meeting with the Pulte team and respective recreational advisors to discuss our design concept and incorporate any comments and changes with the intent to finalize the site plan concept.
- C. We shall provide *schematic floor plan* for the building denoting the programmed functions and activities, unique architectural features and approximate buildable areas.
- D. We shall provide a *schematic exterior elevation* vignette of the building and hardscape features that create the streetscape of the amenity. This only includes the front elevation that is focal to the arrival and does not include all exterior elevations.
- E. Creative design of the resort pool area and other unique aquatic features.
- F. We shall provide a *final concept site plan* incorporating the design elements created above.

### Area E – Neighborhood Gated Entry *"Hammock Estate"*

Part 8: \$4,400 *CAH*

#### Neighborhood Identity Icon and Entry Concept for the Main Entrance

- A. We intend to provide a conceptual site plan and elevation indicating sign monumentation, entry gates, small neighborhood monuments, circulation paths and landscape features at area E.
- B. Mail kiosk layout and building structure elevation.





C. The landscape concept plan shall denote specimen trees, plant and shrubbery massing and annual bed locations. We shall provide a suggested plant palette and tree size recommendation.  
**Note:** Color marketing rendering of the concepts created above have not been included.

**Part 9: \$8,200**

**Entry Sign & Gate Monument Construction Documents**

- A. Entry sign monument & gate architectural & engineering construction documents
- B. Small neighborhood signs
- C. Design documents to include:
  - 1. Geometric layout and dimensions
  - 2. Foundation details
  - 3. Wall cross sections & water proofing details
  - 4. Structural engineering

**Part 10: \$6,200**

**Mail Kiosk Pavilion Construction Documents**

- A. Final architectural design including floor plan and elevations.
- B. Architectural construction documents
- C. Structural engineering
- D. Electrical engineering including building power and lighting.
- E. Hardscape drawings denoting quantity and layout of mailbox pedestals.

**Part 11: \$8,100**

**Area E - Landscape Architecture & Irrigation Design**

**Note:** this scope excludes all various common areas that will be under separate contract.

- A. Plant material selection and specifications
- B. Master tree plan and their specifications.
- C. Plan view layout w/ quantities and species name
- D. Total quantities and schedules

**Note:** Permit code plan for landscape & tree mitigation shall be provided by Basham & Lucas. Soil testing and/or amendments may be required to determine the quality of soil that the landscape will be installed in. If testing is necessary, we have not included any testing within our proposal.

**Irrigation Design including Main Entrance**

- E. Overall site sleeving plan and details for General Contractor or Irrigation Contractor.
- F. Overall site layout irrigation design.
  - 1. Valve locations
  - 2. Zone delineation with located head layout.
  - 3. Main waterline feeds located by civil engineer.
  - 4. Head types
  - 5. Controller system locations

**Note:** Owner to verify water source. The irrigation plans, specifications and construction details will programmatically fulfill the necessary bid documents; however unforeseen on-site re-locations of heads, controllers, etc. due to on-site changes are the responsibility of the Landscape Contractor/Irrigation Contractor. The Landscape Contractor or Irrigation Contractor is responsible for any as-built documents required by the developer. Civil engineer is responsible for sub-surface drainage if it is a site with high ground water that will promote poor drainage for the landscape plant material.



**BASHAM  
& LUCAS**  
ARCHITECTS

1000 N. W. 10th Ave., Suite 100  
Fort Lauderdale, FL 33311  
Phone: (954) 561-1111  
Fax: (954) 561-1112  
www.bashamlucas.com

**Part 12: \$4,600**

**Area E - Entry Gate Area Site Electrical Engineering**

- A. Product planning and fixture selection for outdoor decorative lighting at the following areas:
1. Entry Sign and gates power supply
  2. Decorative landscape lighting & tree uplighting
  3. Floating fountain power supply
  4. Actual site engineering design reflecting feeder sizes and circuitry distribution shall be by our Electrical Engineer.
  5. Coordination with power company provider

**Note:** Photometrics for all lighting has not been included since street lighting is presumed to be designed by the power company.

**Part 13: \$3,200**

**Exterior Color /Material Selection for All Entry Area & Gate Improvements Above**

- A. Color chart and location drawings
- B. Color chip paint selection
- C. Owner coordination and Contractor distribution

**Area E - Model Park**

**Part 14: \$4,500**

**Model Home Park Site Concept**

- A. We shall provide a lot fit plan on each model home and lay out the circulation, fencing, parking and other important features of the park.
- B. We shall provide a landscape planting plan concept that denotes accent trees, plantings, and accent areas. This shall define the limits of improvements.
- C. We shall provide the street enhancement concept including planters, paver locations and other unique hardscape elements that create a street-scape.

**Part 15: \$10,500**

**Landscape Planting Plans - (7) homes and the common areas within the site**

- A. We shall provide the landscape architectural design services for all the model homes and Sales Center as one unified set. This will be an enhanced plan and not intended to be a typical home within the community. We shall include:
  1. Plant material selection and specifications
  2. Master tree plan and their specifications.
  3. Plan view layout w/ quantities and species name

**Part 16: \$2,600**

**Model Park Parking Lot Landscape Code plans**

- A. Provide parking lot concept as basis of design.
- B. Coordinate with civil engineering for final CAD files
- C. Provide St. Johns County landscape code plans.
- D. Fee includes any revisions to County comments.



**Part 17: \$1,800** *CSA*

**Model Park Common Area Hardscape Construction Documents**

- A. We shall provide the construction documents for the Model Park common area improvements and associated hardscape based on the concept above.
- B. We shall include:
  - 1. Overall dimensioned site plans locating paver walks and fencing etc.
  - 2. Details of fencing, pavers, planters (specification)
  - 3. Coordination with civil on easements, setbacks, and any other code requirements.

Note: this fee does not include detailed construction documents for the rear lot outdoor living environments. Civil shall be responsible for all on-site drainage.

**Part 18: \$2,300** *CSA*

**Model Park Area Site Electrical Concept**

- A. We shall denote suggested up-lighting or accent lighting locations for the model park. This will be a diagrammatic plan that can be used as a guide by the electrical sub-contractor to locate the lights. This does not include electrical engineering if required or pole lighting photometrics in the parking lots.

**Part 19: \$12,500** *CSA* *Phase 1*

**Community Sign Program (Phase 1 only)**

- A. We will provide the design concepts for each of the following signs:
  - 1. Roadway Signs (Required by City and located by Civil Engineer)
  - 2. Stop sign
  - 3. Speed limit sign
  - 4. Do not enter
  - 5. No outlet sign
  - 6. Yield sign
  - 7. Street identity sign
- B. Roadway Signs (Supplementary)
  - 1. Information sales center directional
  - 2. No Soliciting
  - 3. Keep Right
  - 4. Bike path crossing
  - 5. Pedestrian Crossing
  - 6. Amenity area directional
- D. Overall Community Signs (phase 1)
  - 1. Park Identity Signs
  - 2. Model Home Center Information Signs
  - 3. Trail head signs

Schematic Drawings shall denote design intent and descriptive specifications for sign contractor to bid. Sign contractor shall provide detailed shop drawings detailing methods of construction. Our design documents do not include vector files. Final fabrication drawings shall be provided by your chosen fabricator.

**Part 20: \$10,000 allowance**

**Additional Services**

Additional services may be requested as we move forward that are outside the scope detailed above. We can provide these services at our hourly rates predicated on your approval for the scope. This may include additional studies, additional meetings, or request that may arise as we move forward.

• Principal	\$200.00/Hour
• Senior Architect	\$175.00/Hour
• Architectural Designer	\$125.00/Hour
• Draftsperson	\$70.00/Hour
• Landscape Architect	\$175.00/Hour
• Graphic Artist	\$200.00/Hour
• Clerical	\$55.00/Hour

**Part 21: \$2,000 allowance**

**Reimbursable Expenses**

- A. All expenses such as printing cost, courier, postage, reproduction cost, etc., shall be billed at direct cost plus 15%.
- B. Trips to the site shall be charged at our hourly rate plus travel mileage expense at the current federal rate.

**END OF SCOPE**

**Assumptions and Exclusions:**

1. Geotechnical services are not included in this proposal although geotechnical data will be required and provided by the owner.
2. The proposal does not include utility, site grading, site geometry, or storm water design around the entry or amenity area. We shall coordinate our design intent of grading with the civil engineer.
3. Building permitting and submittal shall be done by others.
4. All components of this project will be designed at one time and presented to the client for approval.
5. Construction management or supervision is not included in this contract.
6. We shall include (1) set of review prints for review at 30% review, 70% review and final review. All other printing cost by developer.
7. We have included virtual meetings within our scope to present final design, and subsequent review set meeting as the design progresses.
8. Grading profiles for the berming will be conceptually shown by Basham & Lucas but the grading plans will be provided by the civil engineer.
9. We have not included any color graphic presentations, marketing collateral or fly-thru animations in our scope although we can do so once we determine what your needs are.
10. We have not included any A/V or technology design in our scope although we shall coordinate with your selected vendor and include their design direction for bidders.
11. We shall coordinate our details and site plans with your civil engineer, but it is ultimately their responsibility to delineate and detail utilities, drainage, grading and ADA slope conformance across the site.
12. Any changes to the drawings after 70% submittal due to value engineering shall be additional services.



**BASHAM  
& LUCAS**

**Not included in our Scope of Services:**

- A. Civil, Environmental or Geo-technical Engineering
- B. Shop Drawing Preparation
- C. As-built construction document
- D. Pre-construction cost analysis during the course of document preparation.
- E. Construction Administration including project representation and construction observation on a full-time basis.
- F. Offsite drainage & utilities design, permitting or detailed drainage throughout the site.
- G. Any construction cost.
- H. LEED Accreditation.
- I. Site electrical sleeving plans.
- J. Any marketing renderings.
- K. Common area landscape & irrigation design that is not identified above.
- L. Community street lighting design.

The services above include (1) round of edits for all the concepts. The above services will be performed for the fees indicated after each item. Please initial the items you wish for us to provide in the space following each fee. All additional provisions to this proposal are in accordance with the Pulte Master Services Agreement. All expenses such as printing cost, courier, postage, reproduction cost, etc., shall be billed at direct cost plus 15%. We are extremely excited about your project and look forward to working with you. If you accept this proposal, please return the signed proposal and we will begin immediately.

Sincerely,

Paul M. Basham

Accepted by:

Authorized Agent

Date

**EXHIBIT B**  
**Identification of Work Product**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Work Product associated with the construction of the entrance monument located in the Landings at Greenbriar Phase 1A:

**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Contract Date</u></b>	<b><u>Reimbursable Cost</u></b>
Basham & Lucas Design Group, Inc. (Project 22-17A; Area A, Parts 1 & 3)	November 10, 2023	\$31,800.00
<b><i>Subtotal</i></b>		<b><i>\$31,800.00</i></b>
<b>TOTAL</b>		<b>\$31,800.00</b>



## DISTRICT ENGINEER'S CERTIFICATE

May 21, 2025

Board of Supervisors  
Orange Branch Community Development District

Re: Orange Branch Community Development District (St. Johns County, Florida)  
Acquisition of Improvements and Work Product

Ladies and Gentlemen:


The undersigned, a representative of Basham & Lucas Design Group, Inc. ("**Engineer**"), as a consulting engineer to Orange Branch Community Development District ("**District**") as pertaining to the construction of the entry monument at the District, hereby makes the following certifications in connection with the District's acquisition from Pulte Home Company, LLC ("**Developer**") of certain improvements ("**Improvements**") and work product ("**Work Product**"), all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate and in **Exhibit A** attached hereto. The undersigned, an authorized representative of the Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement plan as set forth in the *Engineer's Report Prepared for Board of Supervisors Orange Branch Community Development District*, dated April 10, 2024 (the "**Engineer's Report**"), specially benefits property within the District as further described in the Engineer's Report, and is within the scope of the improvements included in the District's Capital Improvement Plan anticipated to be funded by the District's Orange Branch Community Development District Special Assessment Bonds.
3. In my opinion, the Improvements were installed in accordance with their specifications and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements or Work Product.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
5. The total, actual costs associated with the Improvements and Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and Work Product.

[CONTINUED ON NEXT PAGE]

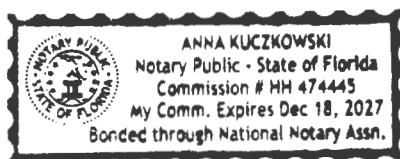


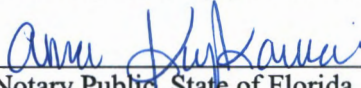
FURTHER AFFIANT SAYETH NOT.

  
Name: Michael T. Lucas  
Its: Exec. V.P.  
Florida Registration No. AR0016514

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21 day of May 2025, by Michael Lucas, Exec. VP of Basham & Lucas Design Group, Inc., who is personally known to me or who has produced as identification, and did ☐ or did not ☐ take the oath.



  
Notary Public, State of Florida  
Print Name: Anna Kuczkowski  
Commission No.: HH 474445  
My Commission Expires: Dec. 18, 2027

**Exhibit A**

**Description of Improvements and Work Product – Entrance Monument at Landings at Greenbriar Phase 1A**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida and further described herein:

All components related to the entry monument and fountain, including but not limited to all structural elements, decorative features, lighting, plumbing fixtures, piping, pumps, valves, water lines, electrical connections, fountains, landscaping, signage, equipment, and appurtenances thereto as well as any warranties, operating manuals, and maintenance schedules for the mechanical components (pumps, electrical systems, etc.).

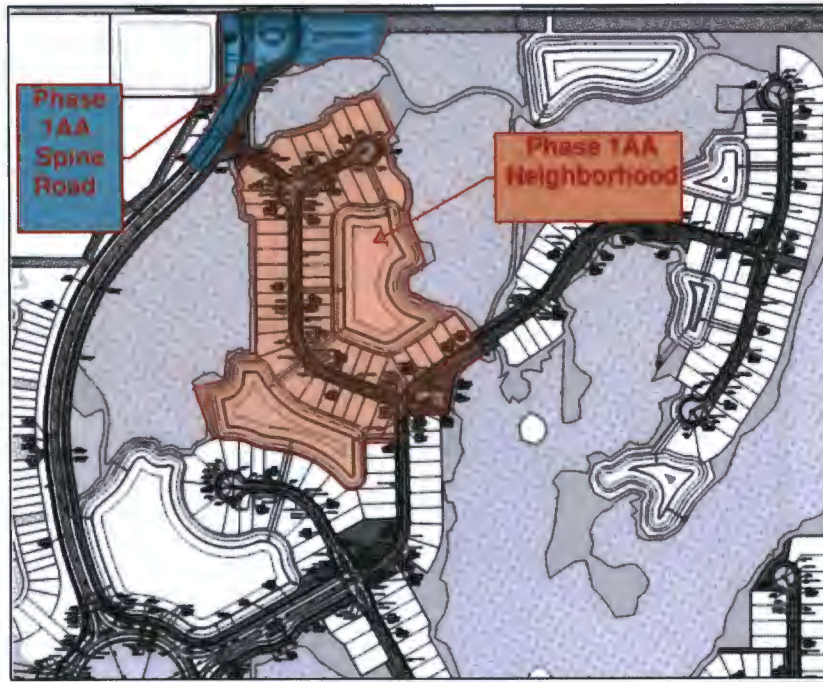
**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Contract Date</u></b>	<b><u>Reimbursable Cost</u></b>
CT Construction Services, LLC (Main Entrance Improvements)	May 15, 2024	\$1,050,749.00
Basham & Lucas Design Group, Inc. (Project 22-17A; Area A, Parts 1 & 3)	November 10, 2023	\$31,800.00
<b><i>Subtotal</i></b>		<b><i>\$1,082,549.00</i></b>
<b>TOTAL</b>		<b>\$1,082,549.00</b>

And constructed on the areas depicted as *Phase 1AA Spine Road* on the map below, which areas shall be accessible to the District for maintenance and repair purposes:



## **BILL OF SALE AND LIMITED ASSIGNMENT**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this 14<sup>th</sup> day of May 2025, by **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 124 Del Webb Parkway, Ponte Vedra, Florida 32081 ("Grantor"), and in consideration of the consideration set forth in attached **Exhibit A** and other valuable consideration, to it paid by the **Orange Branch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District" or "Grantee") whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

This instrument is intended to convey certain property rights related to certain utilities improvements located on or within the land subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida (the "Real Property"), but not including title to said Real Property.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below (hereinafter collectively, the "Property") to have and to hold for Grantee's own use and benefit forever:
  - a. All of the right, title, warranty, interest and benefit in the improvements set forth in attached **Exhibit A**, (the "Improvements");
  - b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
  - c. All goodwill associated with the foregoing.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) subject to any remaining payments due to contractors and/or subcontractors for retainage as indicated in **Exhibit A** (which Grantor agrees to timely pay within thirty (30) days of the date when such retainage becomes due and payable, and shall provide the District with proof of such payment within five (5) business days thereafter), the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
3. This conveyance is made on an "as is" basis, subject to the representations and warranties made herein and the Engineer's certification regarding the condition of the Improvements. The Grantor represents that, without independent investigation, it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and

all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents and warrants that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form, and that this transfer does not violate any agreements, laws, or regulations to which Grantor is subject.

5. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law, including for direct and indirect or third party claims and such provision shall survive any purported termination of this Release.

6. Grantor, at its expense, agrees to complete any punch list items within thirty days of receiving such punch list, make any remaining payments owed to contractors and/or subcontractors, provide proof of such payments, protect against any mechanic liens and to post and maintain any required bonds, including but not limited to maintenance bonds.

7. As consideration for the sale of the Improvements, subject to availability of funds and subject to (and without intending to alter) the provisions of that certain Acquisition Agreement dated [INSERT DATE], the Grantee shall make payment for the cost of the Improvements in the amounts set forth in **Exhibit A** if and only when such funds are available from proceeds from a past or future issuance of bonds, provided that all improvements meet the District's specifications and applicable governmental requirements.

8. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements within a reasonably commercial timeframe.

[THIS SPACE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 14<sup>th</sup> day of May 2025.

Signed, sealed and delivered by:

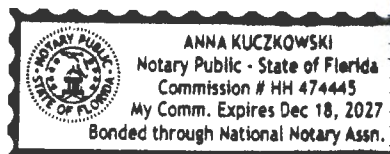
**PULTE HOME COMPANY, LLC**

By: [Signature]  
Print: Justin Cook  
Its: Division President

STATE OF FLORIDA )  
COUNTY OF Duval )

I HEREBY CERTIFY that on this 14<sup>th</sup> day of May 2025, before me by means of ☒ physical presence or ☐ online notarization appeared \_\_\_\_\_, who acting on behalf of Pulte Home Company, LLC, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and ☐ did or ☐ did not take an oath.

(NOTARIAL SEAL)



[Signature]  
Print Name: Anna Kuczkowski  
Notary Public, State of Florida  
My Commission No.: HH 474445  
My Commission Expires: Dec. 18, 2027

**Exhibit A** – Description of Improvements and Work Product – Landings at Greenbriar Phase 1A Entrance Monument

**EXHIBIT A**

**Description of Improvements and Work Product – Entrance Monument at Landings at Greenbriar  
Phase 1A**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at Greenbriar Phase 1A,” recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida, including all associated easements, rights-of-way, and access rights necessary for the District to operate and maintain such improvements, and further described herein:

All components related to the entry monument and fountain, including but not limited to all structural elements, decorative features, lighting, plumbing fixtures, piping, pumps, valves, water lines, electrical connections, fountains, landscaping, signage, equipment, and appurtenances thereto, including all warranties and maintenance documentation for all components, including but not limited to mechanical systems (pumps/electrical).

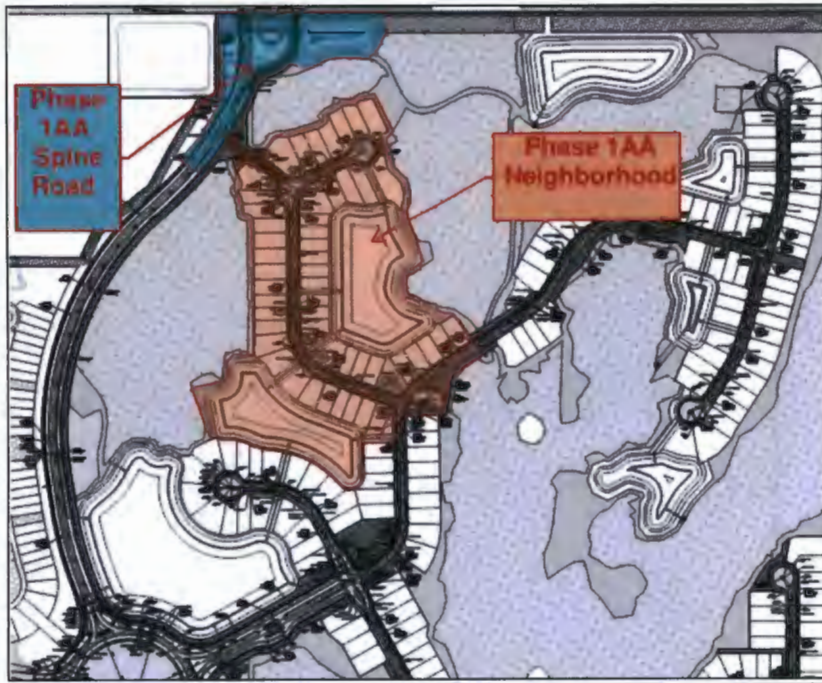
**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, warranties, maintenance manuals, as-built drawings, contractor warranties, manufacturer warranties, operating manuals, inspection reports, testing results, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Contract Date</u></b>	<b><u>Reimbursable Cost</u></b>
CT Construction Services, LLC (Main Entrance Improvements)	May 15, 2024	\$1,050,749.00
Basham & Lucas Design Group, Inc. (Project 22-17A; Area A, Parts 1 & 3)	November 10, 2023	\$31,800.00
<b><i>Subtotal</i></b>		<b><i>\$1,082,549.00</i></b>
<b>TOTAL</b>		<b>\$1,082,549.00</b>

And constructed on the areas depicted as *Phase 1AA Spine Road* on the map below:



**ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS D**



November 13, 2024

Board of Supervisors  
Orange Branch Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

RE: Acquisition of Improvements and Work Product – Landings at Greenbriar Phase 1AA

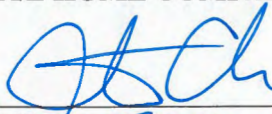
Dear Board of Supervisors:

Pulte Home Company, LLC (“Developer”) has completed and wishes to convey to the District certain improvements (“Improvements”) and associated work product (“Work Product”), which are more particularly described in **Exhibit A** and which relate to improvements described in the District’s *Engineer’s Report Prepared for Board of Supervisors Orange Branch Community Development District*, dated April 10, 2024 (“Engineer’s Report” and the master project described therein, the “Capital Improvement Plan”).

As consideration for the conveyance of the Improvements and Work Product, the District agrees to pay the Developer up to **\$4,908,669.46**, representing the actual cost of completing the Improvements and the Work Product through the District’s future issuance of tax-exempt bonds or other available legal proceeds if and when available. Notwithstanding anything to the contrary herein, to the extent any amounts are still owed to contractors, Developer agrees to timely make payment for all remaining amounts owed and to ensure that no liens are placed on the Improvements or the District’s property.

Sincerely,

**PULTE HOME COMPANY, LLC**

By:   
Print Name: JUSTIN COOK  
Its: Division President

**District Acceptance:**

**ORANGE BRANCH COMMUNITY  
DEVELOPMENT AGREEMENT**

**JUSTIN DUDLEY**

  
Chairperson, Board of Supervisors

**Exhibit A – Description of Improvements and Work Product – Phase 1AA**



**EXHIBIT A**

**Description of Improvements and Work Product – Phase 1AA**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida and further described herein:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

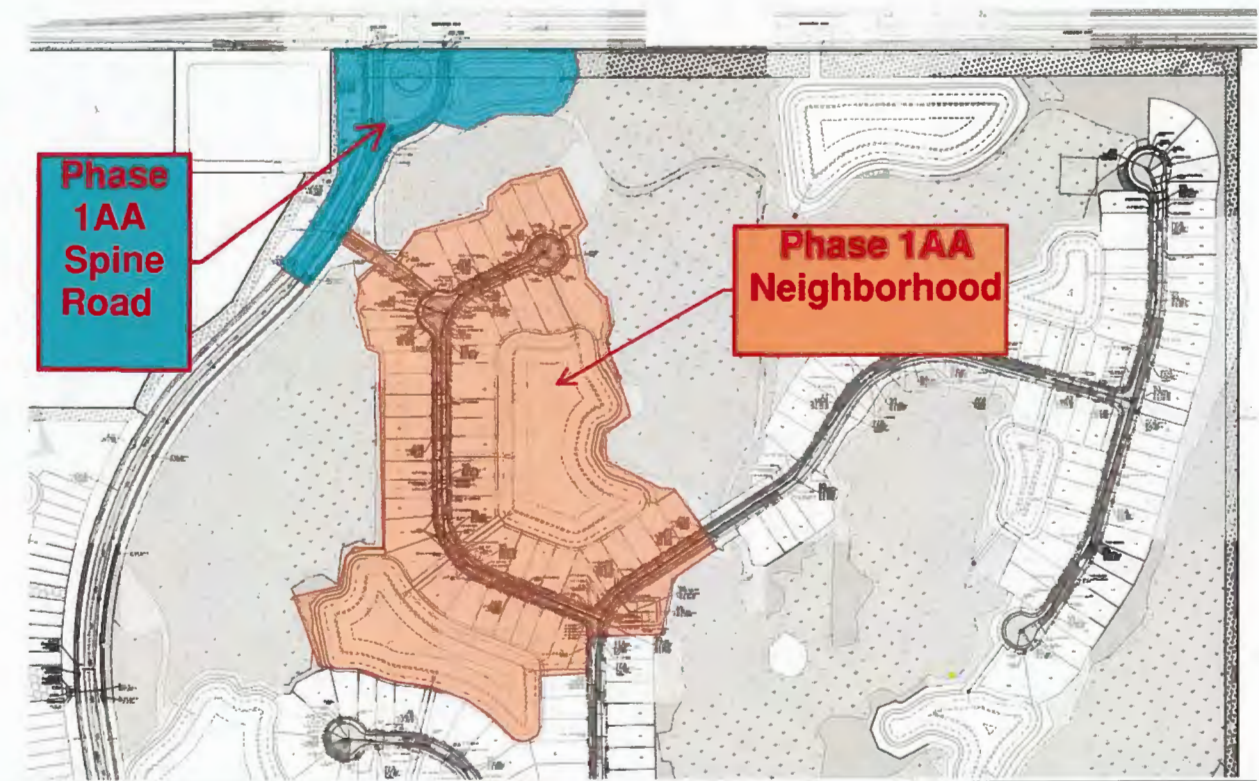
**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AA)		\$4,194,819.46
England-Thims & Miller, Inc. (Work Product)		\$713,850.00
<b><i>Subtotal</i></b>		<b><i>\$4,908,669.46</i></b>
<b>TOTAL</b>		<b><u>\$4,908,669.46</u></b>

And constructed on the areas depicted as *Phase 1AA Spine Road* and *Phase 1AA Neighborhood* on the map of Phase 1A below:



**AFFIDAVIT REGARDING COSTS PAID**

STATE OF FLORIDA  
COUNTY OF DUVAL

I, Justin Cook, of Pulte Home Company, LLC (“Developer”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Justin Cook, and I am Division President of the Developer. I have authority to make this affidavit on behalf of Developer.
3. The Developer is the primary owner and/or developer of certain lands within Orange Branch Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“District”).
4. The *Orange Branch Community Development District Master Engineer’s Report*, dated April 10, 2024, among other applicable reports related to the District’s current and future bond series (together, “**Engineer’s Report**”) describes certain work product for improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pursuant to certain agreements with contractors, Developer has expended funds to develop certain improvements (“**Improvements**”) and work product (“**Work Product**”) described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the improvements and work product completed to date and states the amounts that Developer has spent on the improvements and work product.
6. Developer has in its files all invoices and proof of all payments related to the Improvements and Work Product described in **Exhibit A**, and agrees to produce such documentation upon request.
7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the Improvements and Work Product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

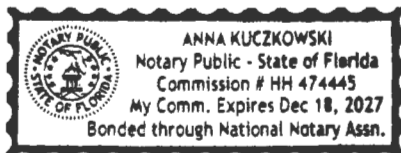
Executed this 13 day of November 2024.

[Signature]  
AFFIANT

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 13 day of November 2024, by Justin Cook, on behalf of Pulte Home Company, LLC, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



[Signature]  
Notary Public Signature

Anna Kuczkowski  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No. HH 474445  
My Commission Expires: Dec. 18, 2027

**EXHIBIT A**

**Description of Improvements and Work Product – Phase 1AA**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

**Work Product**

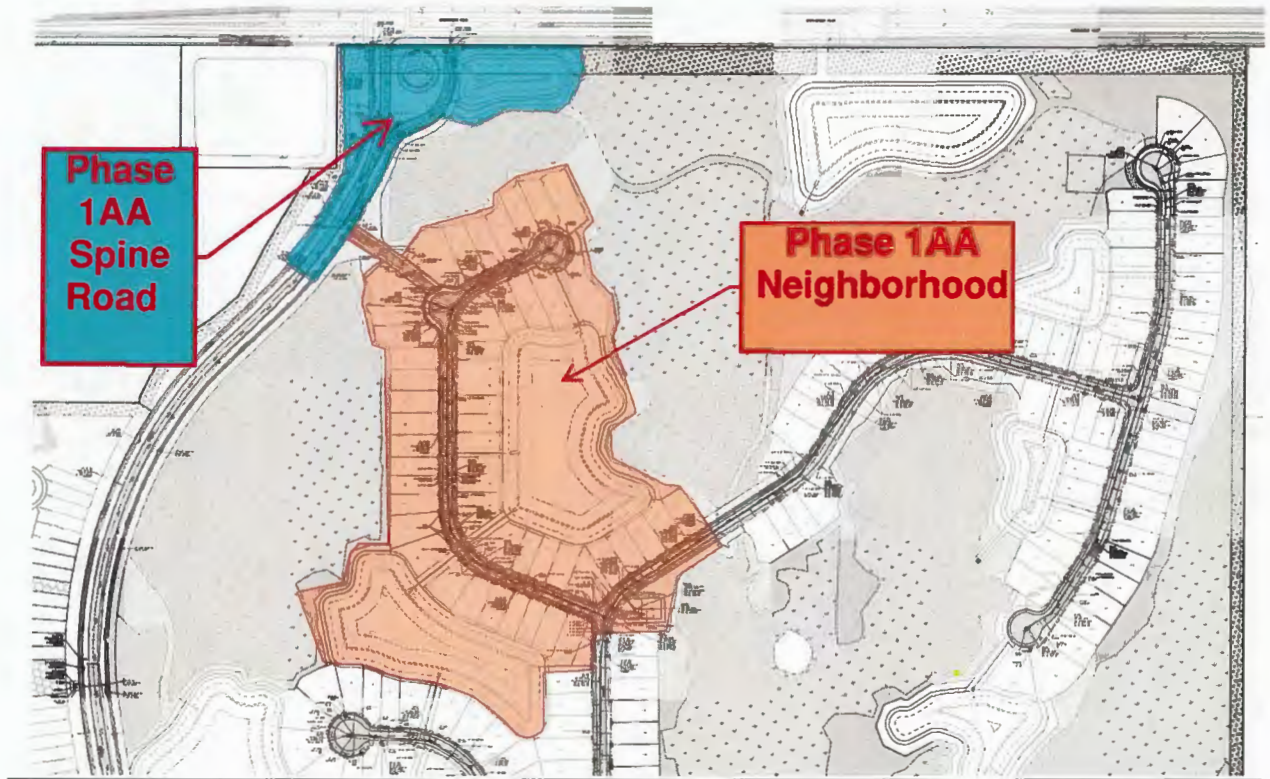
All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AA)		\$4,194,819.46
England-Thims & Miller, Inc. (Work Product)		\$713,850.00
<b><i>Subtotal</i></b>		<b><i>\$4,908,669.46</i></b>
<b>TOTAL</b>		<b><u>\$4,908,669.46</u></b>



And constructed on the areas depicted as *Phase 1AA Spine Road* and *Phase 1AA Neighborhood* on the map of Phase 1A below:



## ACKNOWLEDGMENT AND RELEASE

THIS ACKNOWLEDGMENT AND RELEASE is made the ~~17<sup>th</sup>~~ day of November 2024, by VALLENCOURT CONSTRUCTION CO., INC., a Florida corporation, with a mailing address of 449 Center St., Green Cove Springs, FL 32043 (the "**Contractor**"), in favor of the ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT (the "**District**"), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

WHEREAS, pursuant to that certain agreement ("**Contract**") dated October 25, 2023, between Contractor and Pulte Home Company, LLC ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer now intends to convey the Improvements to the District and/or another public utility provider and/or local government and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

**SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

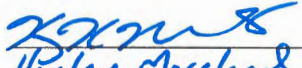
**SECTION 3. WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.


**SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

**SECTION 5. CERTIFICATE OF PAYMENT.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

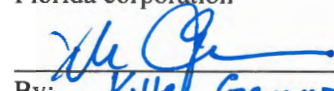
**SECTION 6. EFFECTIVE DATE.** This Acknowledgment and Release shall take effect upon execution.

ATTEST

  
\_\_\_\_\_  
Harley Moreland  
[print name]

  
\_\_\_\_\_  
Michael Hodges  
[print name]

VALLENCOURT CONSTRUCTION CO., INC., a  
Florida corporation

  
\_\_\_\_\_  
By: Kyle Gammon  
Its: CEO

**EXHIBIT A**  
**Improvements**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

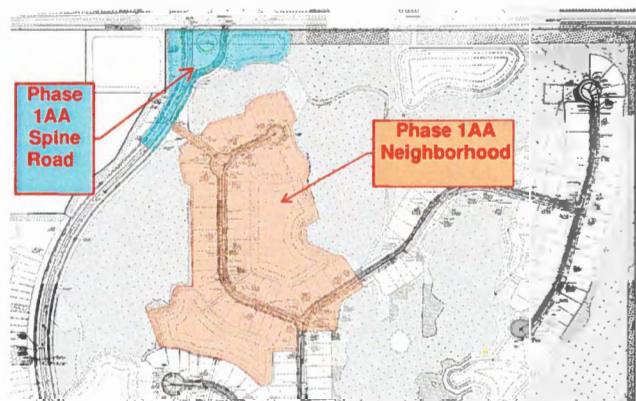
All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AA)		\$4,194,819.46
<b><i>Subtotal</i></b>		<b><i>\$4,194,819.46</i></b>
<b>TOTAL</b>		<b>\$4,194,819.46</b>

And constructed on the areas depicted as *Phase 1AA Spine Road* and *Phase 1AA Neighborhood* on the map of Phase 1A below:



**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE  
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE  
PRODUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 12<sup>th</sup> day of November 2024, by **ENGLAND, THIMS & MILLER, INC.**, a Florida corporation with a mailing address of 14775 Old St. Augustine Road, Jacksonville, FL 32258 (the “Professional”), in favor of the **ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT** (the “District”), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

**SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES.** Professional has provided professional construction administration services (the “Work Product”) for Pulte Home Company, LLC, developer of lands within the District (the “Developer”). A copy of the contract for said Work Product is attached as **Exhibit A** (the “Professional Contract”). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

**SECTION 2. ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract attached as **Exhibit A**, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District is acquiring certain improvements constructed by Vallencourt Construction Co., Inc., and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

**SECTION 3. WARRANTY.** Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

**SECTION 4. INDEMNIFICATION.** Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product identified in **Exhibit B** because of any negligent act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.


**SECTION 5. CERTIFICATE OF PAYMENT.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product identified in **Exhibit B**. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit B**.

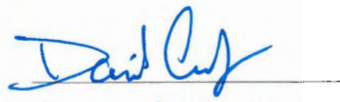
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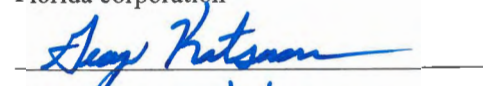
**SECTION 6. EFFECTIVE DATE.** This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

  
\_\_\_\_\_  
Nick Story  
[print name]

  
\_\_\_\_\_  
David Crosby  
[print name]

**ENGLAND, THIMS & MILLER, INC.,** a  
Florida corporation

  
\_\_\_\_\_  
By: George Katsaras  
Its: Vice President

**EXHIBIT A**

**Contract(s) for Professional Services**

**EXHIBIT B**  
**Identification of Work Product**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Work Product associated with Phase 1A:

**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
England-Thims & Miller, Inc. (The Landings at Greenbriar – Phase 1AA)		<b>\$713,850.00</b>
<b><i>Subtotal</i></b>		<b><i>\$713,850.00</i></b>
<b>TOTAL</b>		<b>\$713,850.00</b>

## DISTRICT ENGINEER'S CERTIFICATE

November <sup>12<sup>th</sup></sup>, 2024

Board of Supervisors  
Orange Branch Community Development District

Re: Orange Branch Community Development District (St. Johns County, Florida)  
Acquisition of Improvements and Work Product


Ladies and Gentlemen:

The undersigned, a representative of England, Thims & Miller, Inc., ("**District Engineer**"), as District Engineer for Orange Branch Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Pulte Home Company, LLC ("**Developer**") of certain improvements ("**Improvements**") and work product ("**Work Product**"), all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate and in **Exhibit A** attached hereto. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement plan as set forth in the *Orange Branch Community Development District Master Engineer's Report*, dated April 10, 2024 (the "**Engineer's Report**"), specially benefits property within the District as further described in the Engineer's Report, and is within the scope of the improvements included in the District's Capital Improvement Plan anticipated to be funded by the District's Orange Branch Community Development District Special Assessment Bonds.
3. In my opinion, the Improvements were installed in accordance with their specifications and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements or Work Product.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
5. The total, actual costs associated with the Improvements and Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and Work Product.

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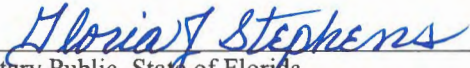
FURTHER AFFIANT SAYETH NOT.

  
Name: George Katsaras, P.E.  
Its: Vice President  
Florida Registration No. 54679  
District Engineer

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [ ] online notarization this 12<sup>th</sup> day of November 2024, by George Katsaras, P.E., Vice President of England, Thims & Miller, Inc., who is personally known to me or who has produced as identification, and did [ ] or did not [ ] take the oath.

**GLORIA J. STEPHENS**  
Notary Public, State of Florida  
My Comm. Expires 09/25/2025  
Commission No. HH151695

  
Notary Public, State of Florida  
Print Name: Gloria J. Stephens  
Commission No.: HH 151695  
My Commission Expires: 9/25/2025



**Exhibit A**  
**Description of Improvements and Work Product – Phase 1AA**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

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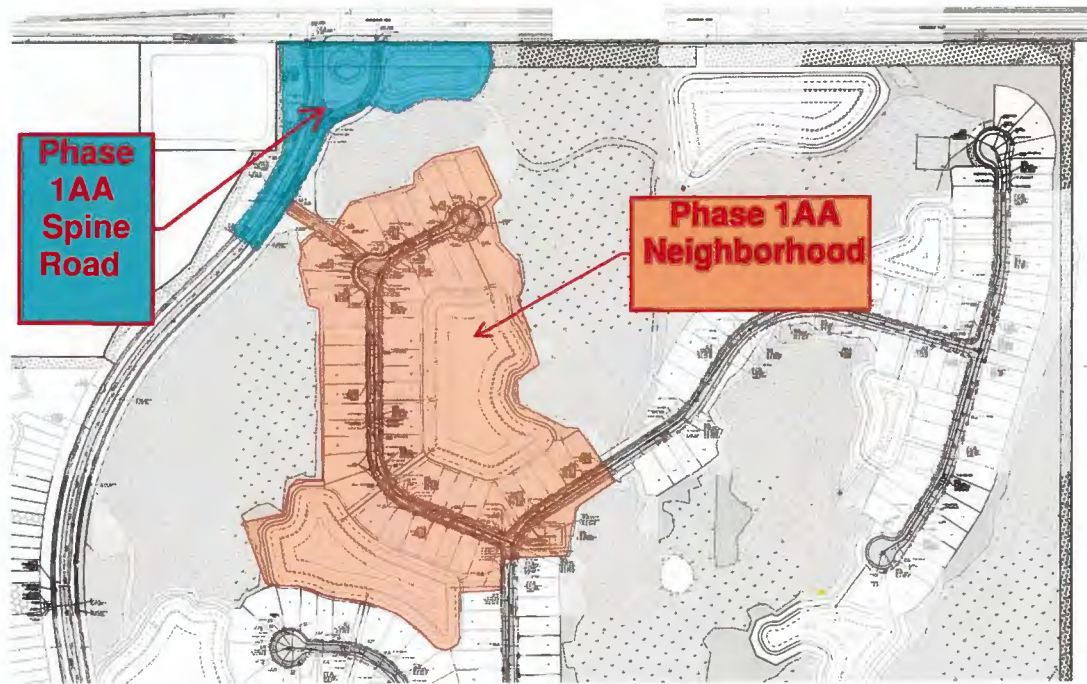
**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AA)		\$4,194,819.46
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<b><i>Subtotal</i></b>		<b><i>\$4,908,669.46</i></b>
<b>TOTAL</b>		<b><u>\$4,908,669.46</u></b>

And constructed on the areas depicted as *Phase 1AA Spine Road* and *Phase 1AA Neighborhood* on the map of Phase 1A below:



## **BILL OF SALE**

### **BILL OF SALE AND LIMITED ASSIGNMENT**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this 12<sup>th</sup> day of November 2024, by **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 12724 Gran Bay Parkway, Ste 200, Jacksonville, Florida 32258 ("Grantor"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Orange Branch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District" or "Grantee") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

This instrument is intended to convey certain property rights related to certain utilities improvements located on or within the following property (collectively, "Real Property"), but not including title to said Real Property:

See **EXHIBIT A** attached hereto.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below (hereinafter collectively the "Improvements") to have and to hold for Grantee's own use and benefit forever:
  - a. The infrastructure described herein as Phase 1AA and as depicted on the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida, including all wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto;
  - b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
  - c. All goodwill associated with the foregoing.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) subject to any remaining payments due to contractors and/or subcontractors for retainage as indicated in **Exhibit A** (which Grantor agrees to timely pay), the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an “as is” basis. The Grantor represents that, without independent investigation, it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.
5. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.
6. Grantor, at its expense, agrees to complete any punch list items, make any remaining payments owed to contractors and/or subcontractors, and to post and maintain any required bonds, including but not limited to maintenance bonds.
7. As consideration for the sale of the Improvements, subject to availability of funds and subject to (and without intending to alter) the provisions of that certain Acquisition Agreement, the Grantee shall make payment for the cost of the Improvements in the amounts set forth in **Exhibit A** if such funds are available from proceeds from a past or future issuance of bonds.
8. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 13 day of November 2024.

Signed, sealed and delivered by:

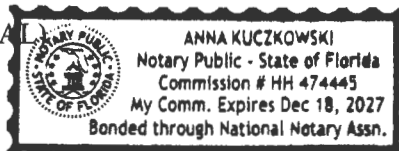
**PULTE HOME COMPANY, LLC**

By: [Signature]  
Print: JUSTIN COOK  
Its: Division President

STATE OF FLORIDA )  
COUNTY OF Duval )

I HEREBY CERTIFY that on this 13 day of November 2024, before me by means of [☒] physical presence or [☐] online notarization appeared JUSTIN COOK, who acting on behalf of Pulte Home Company, LLC, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and [☐] did or [☒] did not take an oath.

(NOTARIAL SEAL)



[Signature]  
Print Name: Anna Kuczkowski  
Notary Public, State of Florida  
My Commission No.: HH 474445  
My Commission Expires: Dec. 18, 2027

**Exhibit A** – Description of Improvements and Work Product – Phase 1AA



**EXHIBIT A**  
**Description of Improvements and Work Product – Phase 1AA**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at Greenbriar Phase 1A,” recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities.

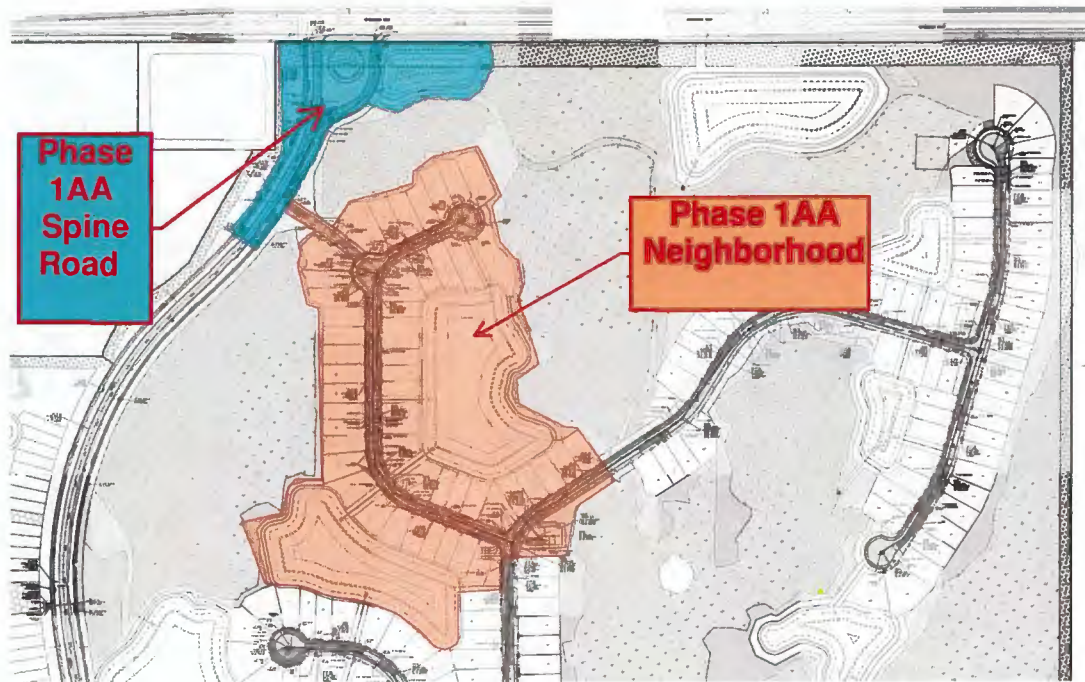
**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AA)		\$4,194,819.46
England-Thims & Miller, Inc. (Work Product)		\$713,850.00
<b><i>Subtotal</i></b>		<b><i>\$4,908,669.46</i></b>
<b>TOTAL</b>		<b><u>\$4,908,669.46</u></b>

And constructed on the areas depicted as *Phase 1AA Spine Road* and *Phase 1AA Neighborhood* on the map of Phase 1A below:



## **BILL OF SALE**

THIS BILL OF SALE is made as of this 13 day of November 2024, by **Orange Branch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431 ("Grantor"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it paid by the **JEA**, a body politic and corporate ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

This instrument is intended to convey certain property rights related to certain utilities improvements located on or within the following property (collectively, "Real Property"), but not including title to said Real Property:

See **EXHIBIT A** attached hereto.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

2. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below (hereinafter collectively the "Improvements") to have and to hold for Grantee's own use and benefit forever:
  - a. All of the infrastructure as depicted on the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida, including all wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, all as more specifically described in **EXHIBIT A** attached hereto;
  - b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
  - c. All goodwill associated with the foregoing.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) subject to any remaining payments due to contractors and/or subcontractors for retainage as indicated in **EXHIBIT A** (which Grantor agrees to timely pay), the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
3. This conveyance is made on an "as is" basis. The Grantor represents that, without independent investigation, it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have

caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

5. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

6. Grantor, at its expense, agrees to complete any punch list items, make any remaining payments owed to contractors and/or subcontractors, and to post and maintain any required bonds, including but not limited to maintenance bonds.

7. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 13 day of November 2024.

Signed, sealed and delivered by:

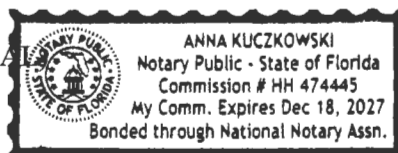
**ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT**

By: [Signature]  
Print: JUSTIN DUDLEY  
Its: Chairperson, Board of Supervisors

STATE OF FLORIDA )  
COUNTY OF Duval )

I HEREBY CERTIFY that on this 13 day of November 2024, before me by means of ☒ physical presence or ☐ online notarization appeared Justin Dudley who acting on behalf of Orange Branch Community Development District, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and ☐ did not take an oath.

(NOTARIAL SEAL)



[Signature]  
Print Name: Anna Kuczkowski  
Notary Public, State of Florida  
My Commission No.: HH 474445  
My Commission Expires: Dec 18, 2027

**Exhibit A – Description of Improvements**



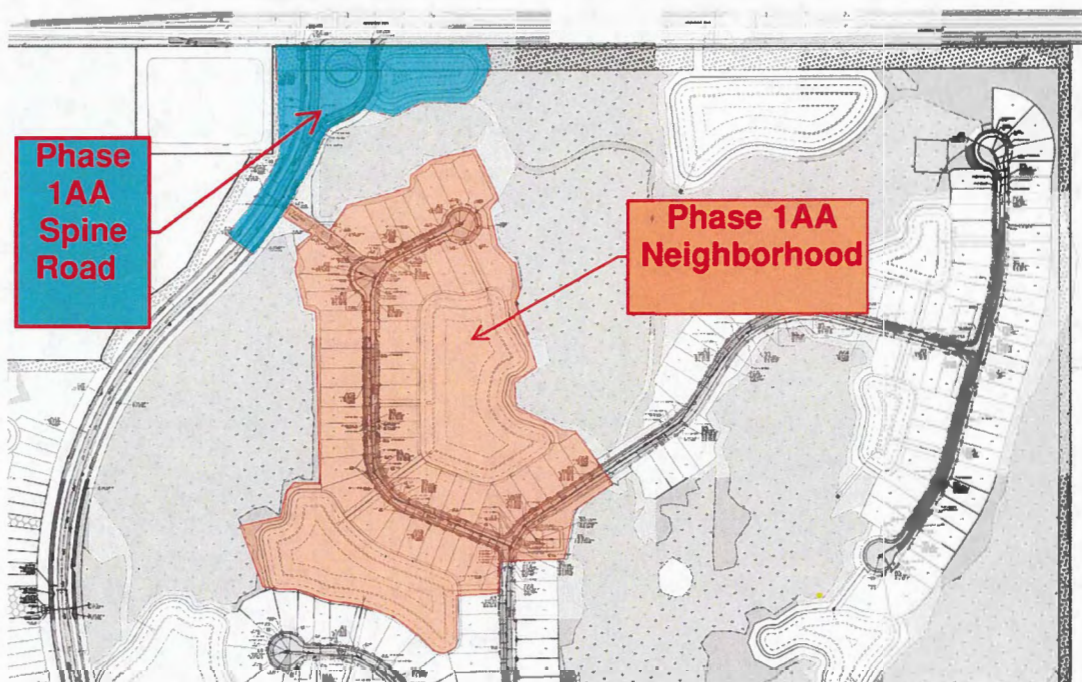
**Exhibit A**  
**Description of Improvements**

**Improvements**

The specific infrastructure described below, on that portion of the land depicted below and subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

And constructed on the areas depicted as *Phase 1AA Spine Road* and *Phase 1AA Neighborhood* on the map of Phase 1A below as they relate to the JEA improvements only:



**ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS E**



November 22, 2024

Board of Supervisors  
Orange Branch Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

RE: Acquisition of Improvements and Work Product – Landings at Greenbriar Phase 1AB

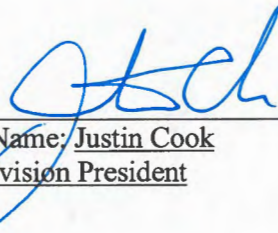
Dear Board of Supervisors:

Pulte Home Company, LLC (“Developer”) has completed and wishes to convey to the District certain improvements (“Improvements”) and associated work product (“Work Product”), which are more particularly described in **Exhibit A** and which relate to improvements described in the District’s *Engineer’s Report Prepared for Board of Supervisors Orange Branch Community Development District*, dated April 10, 2024 (“Engineer’s Report” and the master project described therein, the “Capital Improvement Plan”).

As consideration for the conveyance of the Improvements and Work Product, the District agrees to pay the Developer up to **\$2,029,480.83**, representing the actual cost of completing the Improvements and the Work Product through the District’s future issuance of tax-exempt bonds or other available legal proceeds if and when available. Notwithstanding anything to the contrary herein, to the extent any amounts are still owed to contractors, Developer agrees to timely make payment for all remaining amounts owed and to ensure that no liens are placed on the Improvements or the District’s property.

Sincerely,

**PULTE HOME COMPANY, LLC**

By:   
Print Name: Justin Cook  
Its: Division President

**District Acceptance:**

**ORANGE BRANCH COMMUNITY  
DEVELOPMENT AGREEMENT**

  
Chairperson, Board of Supervisors

**Exhibit A – Description of Improvements and Work Product – Phase 1AB**

**EXHIBIT A**  
**Description of Improvements and Work Product – Phase 1AB**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at Greenbriar Phase 1A,” recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida and further described herein:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

**Work Product**

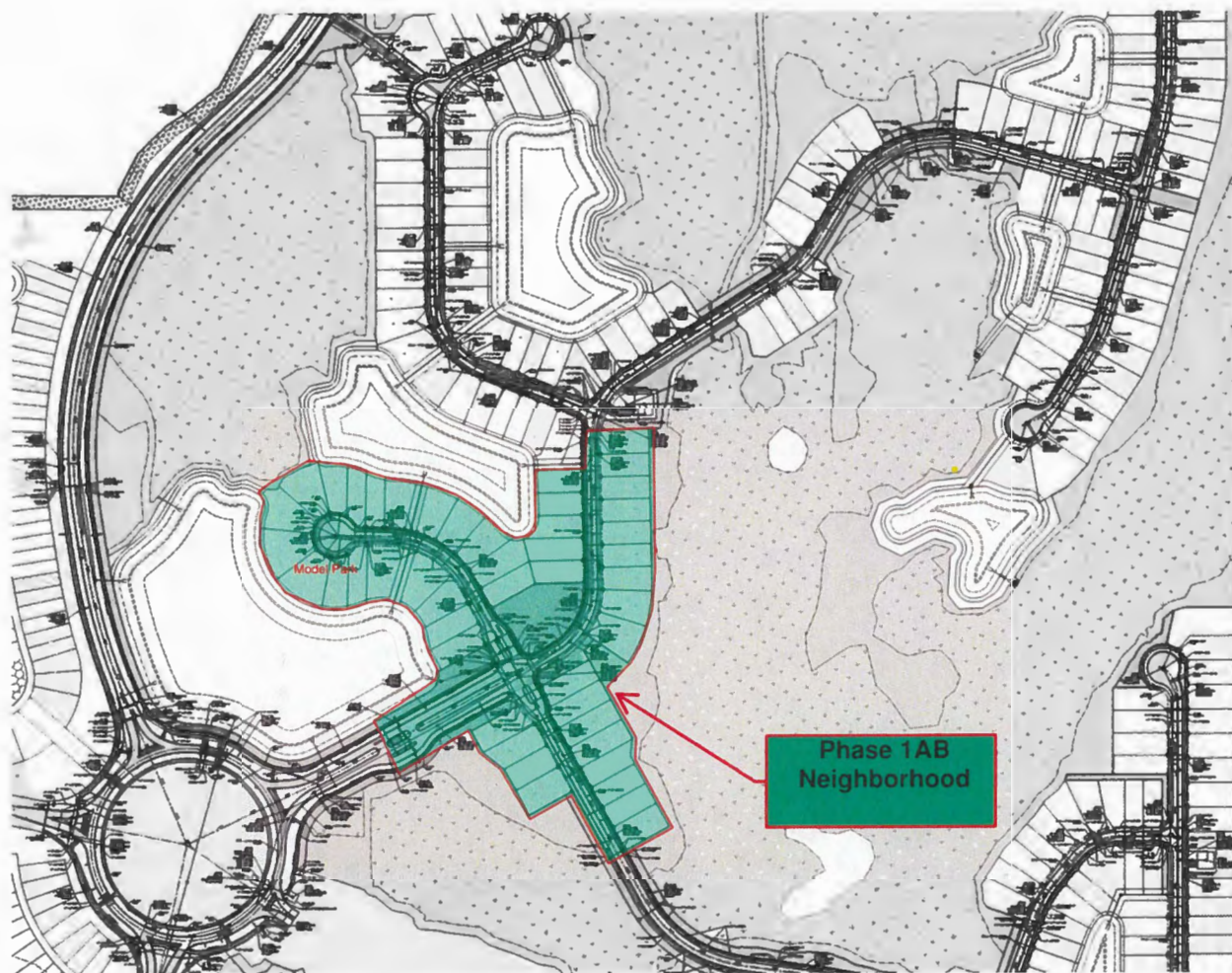
All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AB)		\$2,029,480.83
<b><i>Subtotal</i></b>		<b><i>\$2,029,480.83</i></b>
<b>TOTAL</b>		<b>\$2,029,480.83</b>



And constructed on the areas depicted as *Phase 1AB Neighborhood* on the map of Phase 1A below:





**AFFIDAVIT REGARDING COSTS PAID**

STATE OF FLORIDA  
COUNTY OF Duval

I, **Justin Cook**, of Pulte Home Company, LLC ("**Developer**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is **Justin Cook**, and I am **Division President** of the Developer. I have authority to make this affidavit on behalf of Developer.
3. The Developer is the primary owner and/or developer of certain lands within Orange Branch Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The *Orange Branch Community Development District Master Engineer's Report*, dated April 10, 2024, among other applicable reports related to the District's current and future bond series (together, "**Engineer's Report**") describes certain work product for improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pursuant to certain agreements with contractors, Developer has expended funds to develop certain improvements ("**Improvements**") and work product ("**Work Product**") described in the Engineer's Report. The attached **Exhibit A** accurately identifies the improvements and work product completed to date and states the amounts that Developer has spent on the improvements and work product.
6. Developer has in its files all invoices and proof of all payments related to the Improvements and Work Product described in **Exhibit A**, and agrees to produce such documentation upon request.
7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the Improvements and Work Product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

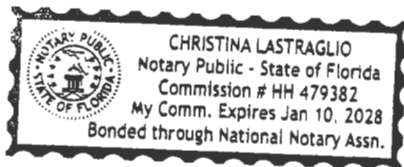
Executed this 26 day of November 2024.


  
\_\_\_\_\_  
AFFIANT

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 26 day of November 2024, by \_\_\_\_\_, on behalf of Pulte Home Company, LLC, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



  
Notary Public Signature

Christina Lastraglio

(Name typed, printed or stamped)

Notary Public, State of Florida

Commission No. HH 479382

My Commission Expires: Jan 10, 2028

**EXHIBIT A**

**Description of Improvements and Work Product – Phase 1AB**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at Greenbriar Phase 1A,” recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

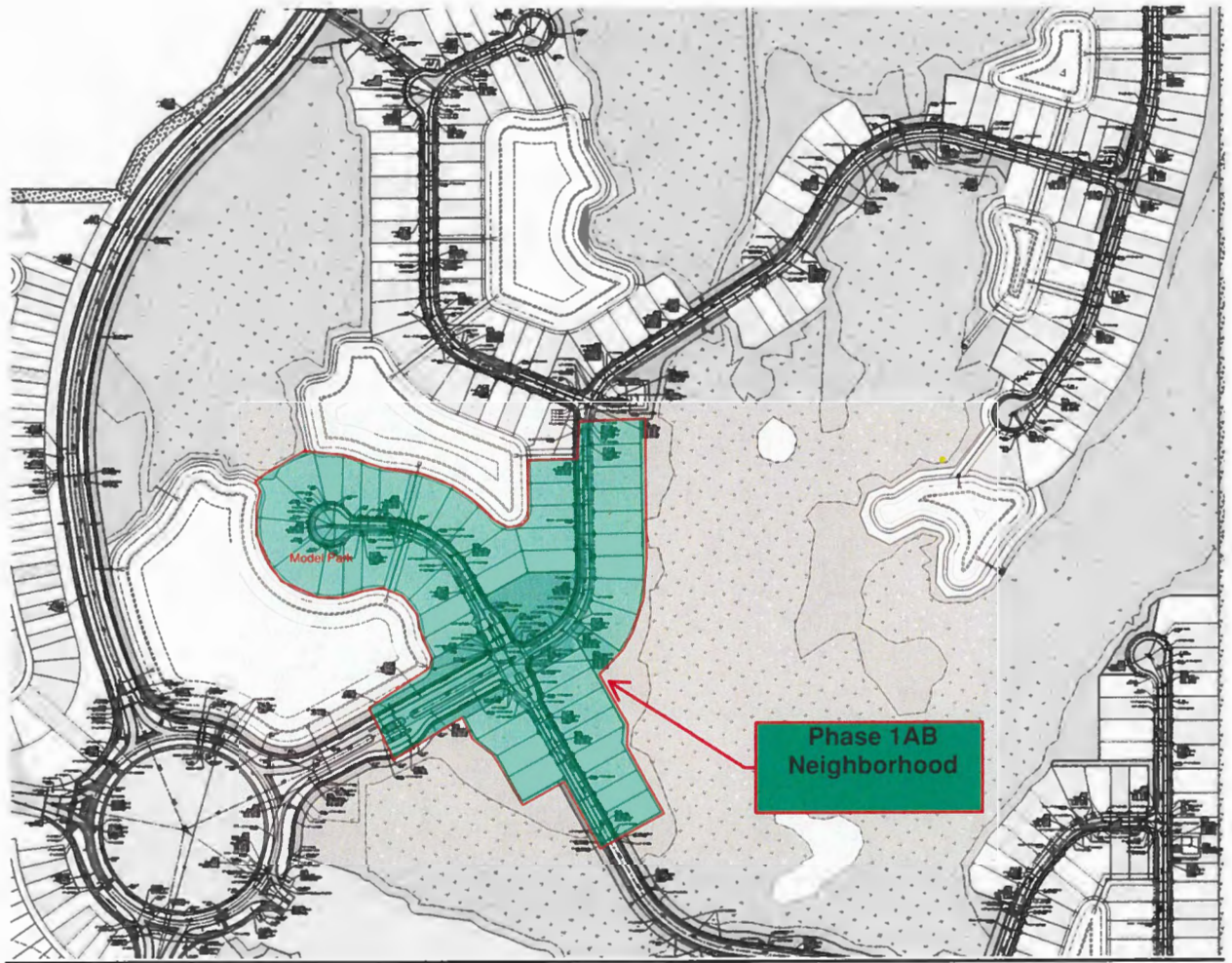
**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AB)		\$2,029,480.83
<b><i>Subtotal</i></b>		<b><i>\$2,029,480.83</i></b>
<b>TOTAL</b>		<b><i>\$2,029,480.83</i></b>

And constructed on the areas depicted as *Phase 1AB Neighborhood* on the map of Phase 1A below:



## ACKNOWLEDGMENT AND RELEASE

THIS ACKNOWLEDGMENT AND RELEASE is made the 26 day of November 2024, by VALLENCOURT CONSTRUCTION CO., INC., a Florida corporation, with a mailing address of 449 Center St., Green Cove Springs, FL 32043 (the “Contractor”), in favor of the ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT (the “District”), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

WHEREAS, pursuant to that certain agreement (“Contract”) dated October 25, 2023, between Contractor and Pulte Home Company, LLC (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in Exhibit A (“Improvements”); and

WHEREAS, Developer now intends to convey the Improvements to the District and/or another public utility provider and/or local government and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

**SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

**SECTION 3. WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

**SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

**SECTION 5. CERTIFICATE OF PAYMENT.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

**SECTION 6. EFFECTIVE DATE.** This Acknowledgment and Release shall take effect upon execution.



ATTEST

STAN BATES  
[print name]

Tim Gaudis  
[print name]

VALLENCOURT CONSTRUCTION CO., INC., a  
Florida corporation

Michael A. Vallencourt II  
Its: Vice President

**EXHIBIT A**  
**Improvements**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

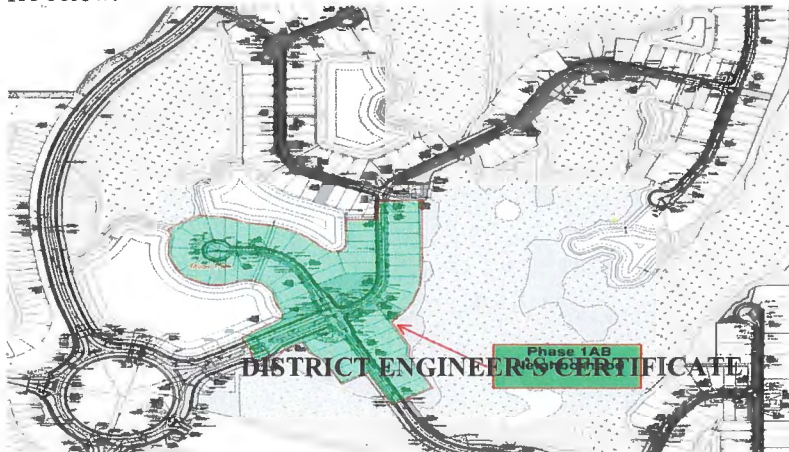
All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AB)		\$2,029,480.83
<b><i>Subtotal</i></b>		<b><i>\$2,029,480.83</i></b>
<b>TOTAL</b>		<b><i>\$2,029,480.83</i></b>

And constructed on the areas depicted as *Phase 1AB Neighborhood* on the map of Phase 1A below:



November21, 2024

Board of Supervisors  
Orange Branch Community Development District

Re: Orange Branch Community Development District (St. Johns County, Florida)  
Acquisition of Improvements and Work Product


Ladies and Gentlemen:

The undersigned, a representative of England, Thims & Miller, Inc., ("**District Engineer**"), as District Engineer for Orange Branch Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Pulte Home Company, LLC ("**Developer**") of certain improvements ("**Improvements**"), all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate and in **Exhibit A** attached hereto. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements and produced certain work product associated therewith which the District has separately purchased. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the *Orange Branch Community Development District Master Engineer's Report*, dated April 10, 2024 (the "**Engineer's Report**"), specially benefits property within the District as further described in the Engineer's Report, and is within the scope of the improvements included in the Engineer's Report and anticipated to be funded by the District's Special Assessment Bonds.
3. In my opinion, the Improvements were installed in accordance with their specifications and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements or associated work product.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
5. The total, actual costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

[CONTINUED ON NEXT PAGE]

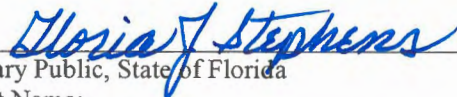
FURTHER AFFIANT SAYETH NOT.

  
Name: George Katsaras, P.E.  
Its: Vice President  
Florida Registration No. 54679  
District Engineer

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [ ]  
online notarization this 21 day of November 2024, by George Katsaras, P.E., Vice President of England,  
Thims & Miller, Inc., who is personally known to me or who has produced  
\_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

**GLORIA J. STEPHENS**  
Notary Public, State of Florida  
My Comm. Expires 09/25/2025  
Commission No. HH151695

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

**Exhibit A**  
**Description of Improvements and Work Product – Phase 1AB**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at Greenbriar Phase 1A,” recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

**Work Product**

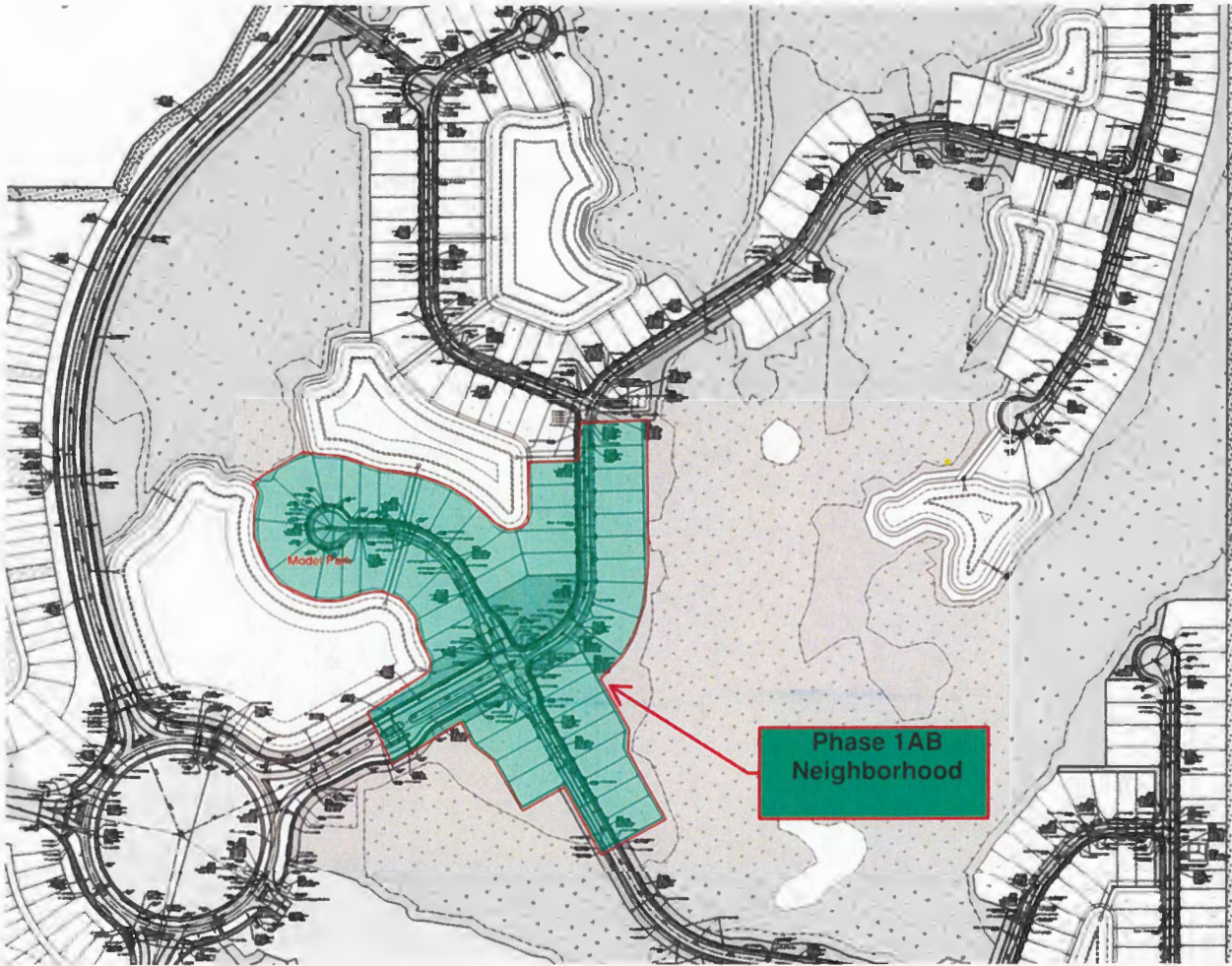
All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AB)		\$2,029,480.83
<b><i>Subtotal</i></b>		<b><i>\$2,029,480.83</i></b>
<b>TOTAL</b>		<b>\$2,029,480.83</b>



And constructed on the areas depicted as *Phase 1AB Neighborhood* on the map of Phase 1A below:



## **BILL OF SALE**

### **BILL OF SALE AND LIMITED ASSIGNMENT**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this 26 day of November 2024, by **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 124 Del Webb Parkway, Ponte Vedra, Florida 32081 ("Grantor"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Orange Branch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District" or "Grantee") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

This instrument is intended to convey certain property rights related to certain utilities improvements located on or within the following property (collectively, "Real Property"), but not including title to said Real Property:

See **EXHIBIT A** attached hereto.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below (hereinafter collectively the "Improvements") to have and to hold for Grantee's own use and benefit forever:
  - a. The infrastructure described herein as Phase 1AB and as depicted on the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida, including all wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto;
  - b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
  - c. All goodwill associated with the foregoing.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) subject to any remaining payments due to contractors and/or subcontractors for retainage as indicated in **Exhibit A** (which Grantor agrees to timely pay), the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an "as is" basis. The Grantor represents that, without independent investigation, it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

5. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

6. Grantor, at its expense, agrees to complete any punch list items, make any remaining payments owed to contractors and/or subcontractors, and to post and maintain any required bonds, including but not limited to maintenance bonds.

7. As consideration for the sale of the Improvements, subject to availability of funds and subject to (and without intending to alter) the provisions of that certain Acquisition Agreement, the Grantee shall make payment for the cost of the Improvements in the amounts set forth in **Exhibit A** if such funds are available from proceeds from a past or future issuance of bonds.

8. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 26 day of November 2024.

Signed, sealed and delivered by:

**PULTE HOME COMPANY, LLC**

By: [Signature]  
Print: JUSTIN COOK  
Its: DIVISION PRESIDENT

STATE OF FLORIDA )  
COUNTY OF DUVAL

I HEREBY CERTIFY that on this 26 day of November 2024, before me by means of ☒ physical presence or ☐ online notarization appeared Justin Cook, who acting on behalf of Pulte Home Company, LLC, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and ☐ did or ☐ did not take an oath.



(NOTARIAL SEAL)

Christina Lastraglio  
Print Name: Christina Lastraglio  
Notary Public, State of Florida  
My Commission No.: HH479382  
My Commission Expires: Jan 10, 2028

**Exhibit A – Description of Improvements and Work Product – Phase 1AB**

**EXHIBIT A**

**Description of Improvements and Work Product – Phase 1AB**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at Greenbriar Phase 1A,” recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities.

**Work Product**

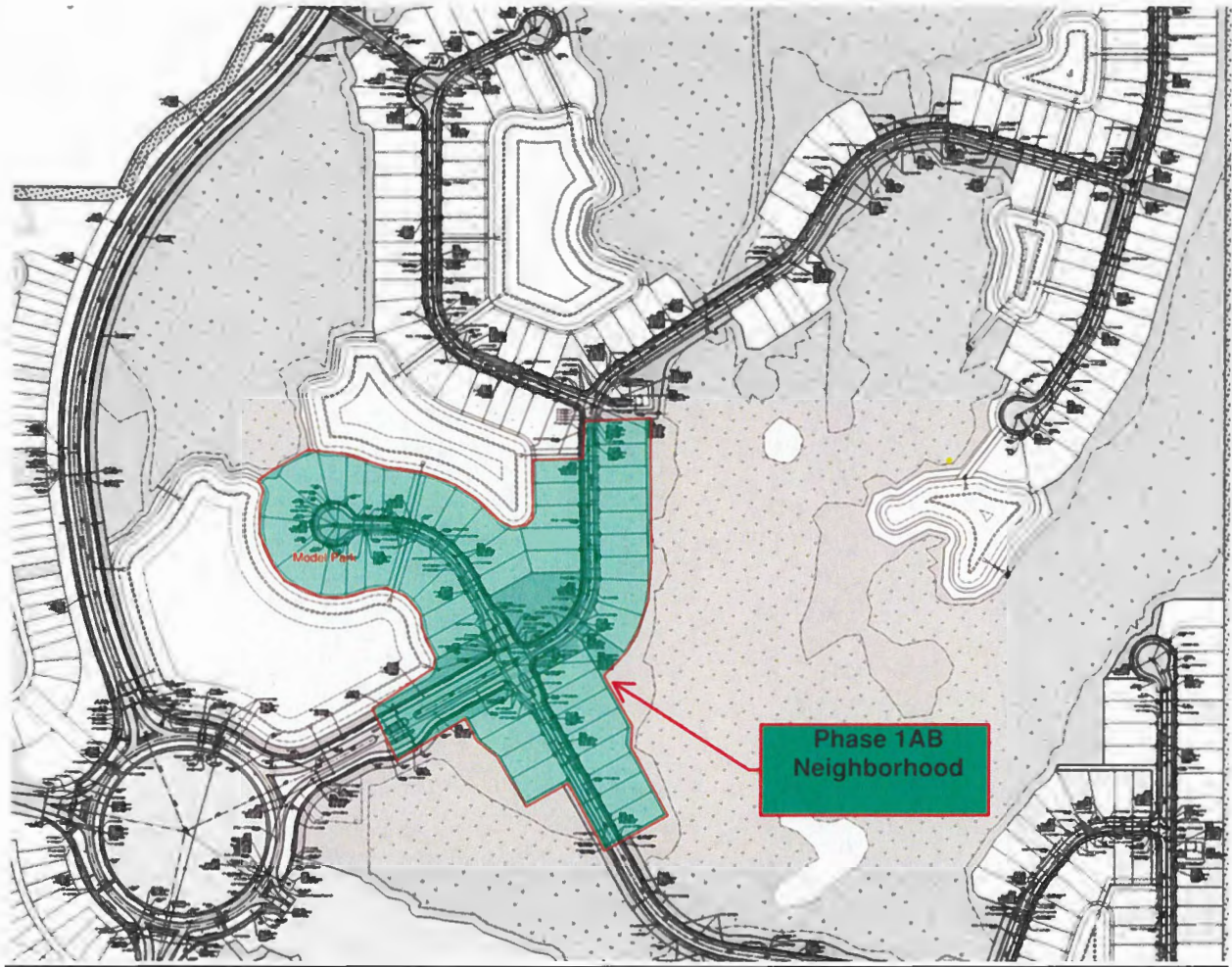
All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AB)		\$2,029,480.83
<b><i>Subtotal</i></b>		<b><i>\$2,029,480.83</i></b>
<b>TOTAL</b>		<b><i>\$2,029,480.83</i></b>



And constructed on the areas depicted as *Phase 1AB Neighborhood* on the map of Phase 1A below:



## **BILL OF SALE**

THIS BILL OF SALE is made as of this \_\_\_\_ day of November 2024, by **Orange Branch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431 ("Grantor"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it paid by the **JEA**, a body politic and corporate ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

This instrument is intended to convey certain property rights related to certain utilities improvements located on or within the following property (collectively, "Real Property"), but not including title to said Real Property:

See **EXHIBIT A** attached hereto.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

2. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below (hereinafter collectively the "Improvements") to have and to hold for Grantee's own use and benefit forever:
  - a. All of the infrastructure as depicted on the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida, including all wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, all as more specifically described in **EXHIBIT A** attached hereto;
  - b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
  - c. All goodwill associated with the foregoing.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) subject to any remaining payments due to contractors and/or subcontractors for retainage as indicated in **EXHIBIT A** (which Grantor agrees to timely pay), the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
3. This conveyance is made on an "as is" basis. The Grantor represents that, without independent investigation, it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have

caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

5. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

6. Grantor, at its expense, agrees to complete any punch list items, make any remaining payments owed to contractors and/or subcontractors, and to post and maintain any required bonds, including but not limited to maintenance bonds.

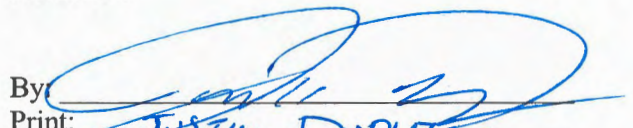
7. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 26 day of November 2024.

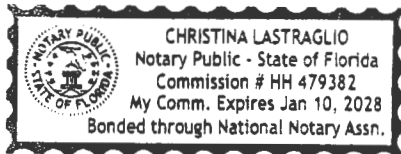
Signed, sealed and delivered by:

**ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT**


By:   
Print: JUSTIN DUDLEY  
Its: CHAIR PERSON, Board of Supervisors

STATE OF FLORIDA )  
COUNTY OF Duval )

I HEREBY CERTIFY that on this 26 day of November 2024, before me by means of ☒ physical presence or ☐ online notarization appeared Justin Dudley, who acting on behalf of Orange Branch Community Development District, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced Physical presence as identification and ☐ did or ☐ did not take an oath.



(NOTARIAL SEAL)

  
Print Name: Christina Lastraglio  
Notary Public, State of Florida  
My Commission No.: HH 479382  
My Commission Expires: Jan 10, 2028

**Exhibit A – Description of Improvements**



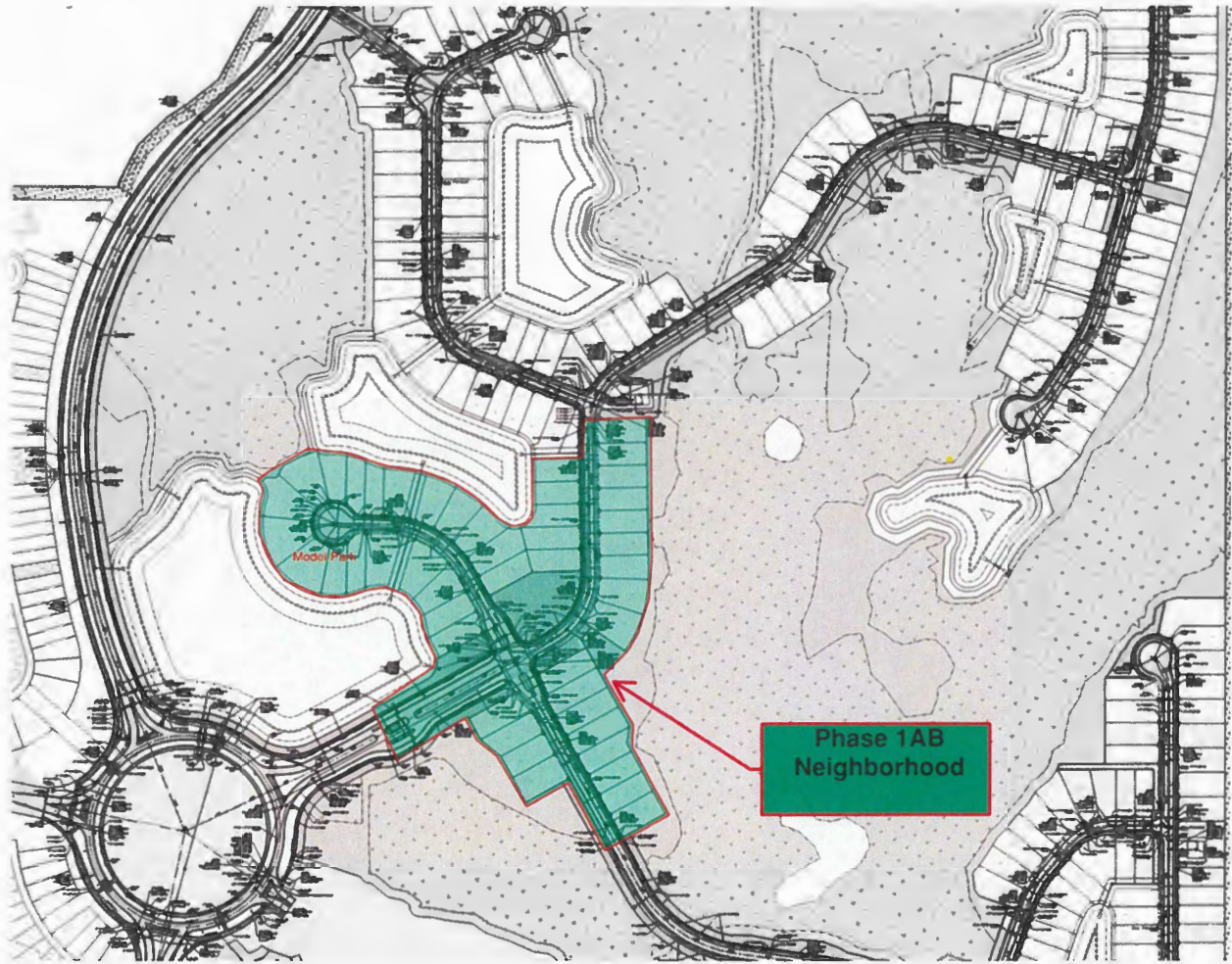
**Exhibit A**  
**Description of Improvements**

**Improvements**

The specific infrastructure described below, on that portion of the land depicted below and subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

And constructed on the areas depicted as *Phase 1AB Neighborhood* on the map of Phase 1A below as they relate to the JEA improvements only:





**ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS F**



January 13, 2025

Board of Supervisors  
Orange Branch Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

RE: Acquisition of Improvements and Work Product – Landings at Greenbriar Phase 1AB  
Spine Road

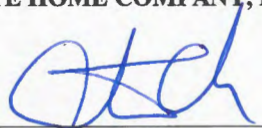
Dear Board of Supervisors:

Pulte Home Company, LLC ("Developer") has completed and wishes to convey to the District certain improvements ("Improvements") and associated work product ("Work Product"), which are more particularly described in **Exhibit A** and which relate to improvements described in the District's *Engineer's Report Prepared For Board of Supervisors Orange Branch Community Development District*, dated April 10, 2024 ("Engineer's Report" and the master project described therein, the "Capital Improvement Plan").

As consideration for the conveyance of the Improvements and Work Product, the District agrees to pay the Developer up to **\$4,490,883.11**, representing the actual cost of completing the Improvements and the Work Product through the District's future issuance of tax-exempt bonds or other available legal proceeds if and when available. Notwithstanding anything to the contrary herein, to the extent any amounts are still owed to contractors, Developer agrees to timely make payment for all remaining amounts owed and to ensure that no liens are placed on the Improvements or the District's property.

Sincerely,

**PULTE HOME COMPANY, LLC**

By:   
Print Name: Justin Cook  
Is: Division President

**District Acceptance:**

**ORANGE BRANCH COMMUNITY  
DEVELOPMENT AGREEMENT**

  
Chairperson, Board of Supervisors

**EXHIBIT A**

**Description of Improvements and Work Product – Phase 1AB Spine Road**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida and further described herein:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AB)		\$4,490,883.11
<b><i>Subtotal</i></b>		<b><i>\$4,490,883.11</i></b>
<b>TOTAL</b>		<b><i>\$4,490,883.11</i></b>

And constructed on the areas depicted as *Phase 1AB Spine Road* on the map of Phase 1A below:



**AFFIDAVIT REGARDING COSTS PAID**

STATE OF FLORIDA  
COUNTY OF Duval

I, **Justin Cook**, of Pulte Home Company, LLC ("**Developer**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is **Justin Cook**, and I am **Division President** of the Developer. I have authority to make this affidavit on behalf of Developer.
3. The Developer is the primary owner and/or developer of certain lands within Orange Branch Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The *Engineer's Report Prepared For Board of Supervisors Orange Branch Community Development District*, dated April 10, 2024, among other applicable reports related to the District's current and future bond series (together, "**Engineer's Report**") describes certain work product for improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pursuant to certain agreements with contractors, Developer has expended funds to develop certain improvements ("**Improvements**") and work product ("**Work Product**") described in the Engineer's Report. The attached **Exhibit A** accurately identifies the improvements and work product completed to date and states the amounts that Developer has spent on the improvements and work product.
6. Developer has in its files all invoices and proof of all payments related to the Improvements and Work Product described in **Exhibit A**, and agrees to produce such documentation upon request.
7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the Improvements and Work Product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]



Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

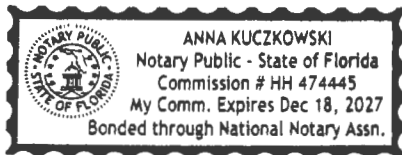
Executed this \_\_\_\_ day of January 2025.

  
AFFIANT

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 15 day of January 2025, by Justin Cook, on behalf of Pulte Home Company, LLC, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



  
Notary Public Signature

Anna Kuczkowski  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No. HH 474445  
My Commission Expires: Dec. 18, 2027

**EXHIBIT A**

**Description of Improvements and Work Product – Phase 1AB Spine Road**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

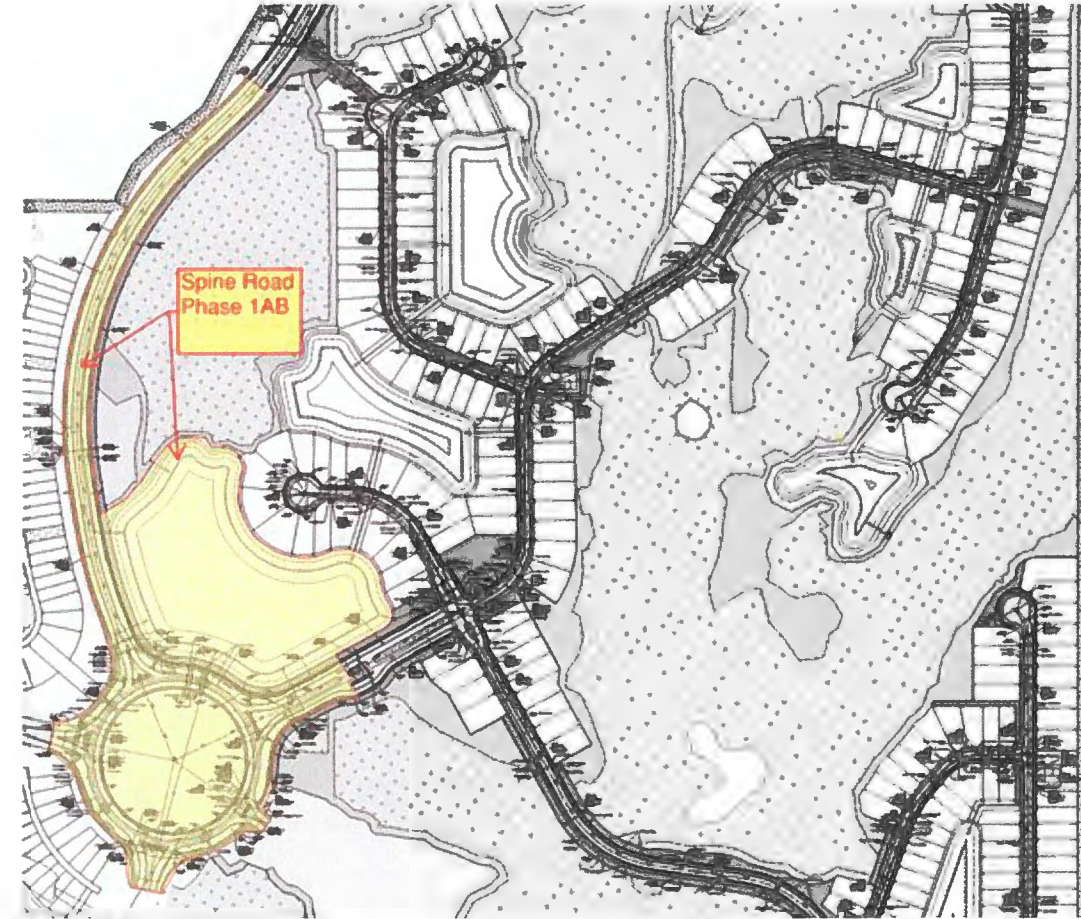
**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AB Spine Road)		\$4,490,883.11
<b><i>Subtotal</i></b>		<b><i>\$4,490,883.11</i></b>
<b>TOTAL</b>		<b><i>\$4,490,883.11</i></b>

And constructed on the areas depicted as *Phase 1AB Spine Road* on the map of Phase 1A below:



## ACKNOWLEDGMENT AND RELEASE

THIS ACKNOWLEDGMENT AND RELEASE is made the 13<sup>th</sup> day of January 2025, by VALLENCOURT CONSTRUCTION CO., INC., a Florida corporation, with a mailing address of 449 Center St., Green Cove Springs, FL 32043 (the “Contractor”), in favor of the ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT (the “District”), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices located at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

WHEREAS, pursuant to that certain agreement (“Contract”) dated October 25, 2023, between Contractor and Pulte Home Company, LLC (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in Exhibit A (“Improvements”); and

WHEREAS, Developer now intends to convey the Improvements to the District and/or another public utility provider and/or local government and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

**SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

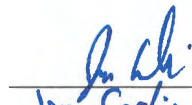
**SECTION 3. WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.


**SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

**SECTION 5. CERTIFICATE OF PAYMENT.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.


**SECTION 6. EFFECTIVE DATE.** This Acknowledgment and Release shall take effect upon execution.

ATTEST

  
\_\_\_\_\_  
Jon Corlin  
[print name]

  
\_\_\_\_\_  
Harley Morland  
[print name]

VALLENCOURT CONSTRUCTION CO., INC., a  
Florida corporation

  
\_\_\_\_\_  
By: Michael A. Valencourt  
Its: Vice President



**EXHIBIT A**  
**Improvements**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

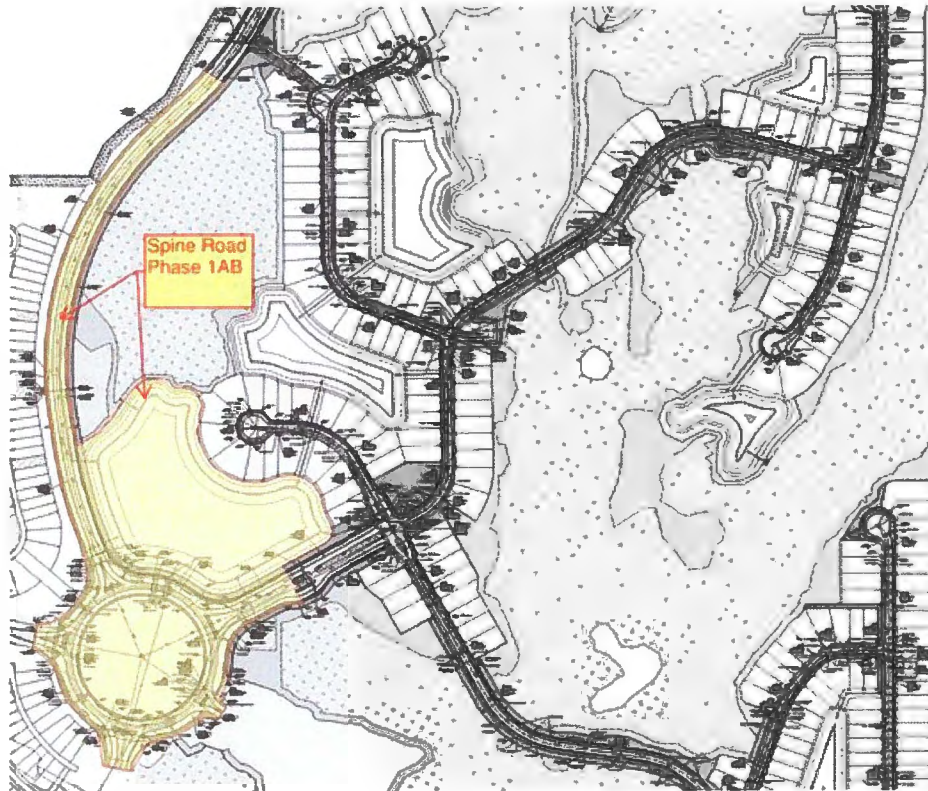
All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AB)		\$4,490,883.11
<b><i>Subtotal</i></b>		<b><i>\$4,490,883.11</i></b>
<b>TOTAL</b>		<b><i>\$4,490,883.11</i></b>

And constructed on the areas depicted as *Phase 1AB Spine Road* on the map of Phase 1A below:



## DISTRICT ENGINEER'S CERTIFICATE

January 14, 2025

Board of Supervisors  
Orange Branch Community Development District

Re: Orange Branch Community Development District (St. Johns County, Florida)  
Acquisition of Improvements and Work Product

Ladies and Gentlemen:

The undersigned, a representative of England, Thims & Miller, Inc., ("**District Engineer**"), as District Engineer for Orange Branch Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Pulte Home Company, LLC ("**Developer**") of certain improvements ("**Improvements**"), all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate and in **Exhibit A** attached hereto. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements and produced certain work product associated therewith which the District has separately purchased. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the *Engineer's Report Prepared For Board of Supervisors Orange Branch Community Development District*, dated April 10, 2024 (the "**Engineer's Report**"), specially benefits property within the District as further described in the Engineer's Report, and is within the scope of the improvements included in the Engineer's Report and anticipated to be funded by the District's Special Assessment Bonds.
3. In my opinion, the Improvements were installed in accordance with their specifications and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements or associated work product.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
5. The total, actual costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

[CONTINUED ON NEXT PAGE]

FURTHER AFFIANT SAYETH NOT.



Name: George Katsaras, P.E.

Its: Vice President

Florida Registration No. 54679

District Engineer

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of January 2025, by George Katsaras, P.E, Vice President of England, Thims & Miller, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did ☐ or did not ☐ take the oath.

ALEX JACOBS

Notary Public, State of Florida

My Comm. Expires 02/19/2025

Commission No. HH79522



Notary Public, State of Florida

Print Name: Alex Jacobs

Commission No.: HH79522

My Commission Expires: 02/19/2025

**Exhibit A**

**Description of Improvements and Work Product – Phase 1AB Spine Road**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AB Spine Road)		\$4,490,883.11
<b><i>Subtotal</i></b>		<b><i>\$4,490,883.11</i></b>
<b>TOTAL</b>		<b><i>\$4,490,883.11</i></b>



And constructed on the areas depicted as *Phase 1AB Spine Road* on the map of Phase 1A below:



## **BILL OF SALE**

### **BILL OF SALE AND LIMITED ASSIGNMENT**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this \_\_\_\_ day of January 2025, by **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 124 Del Webb Parkway, Ponte Vedra, Florida 32081 ("Grantor"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Orange Branch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District" or "Grantee") whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

This instrument is intended to convey certain property rights related to certain utilities improvements located on or within the following property (collectively, "Real Property"), but not including title to said Real Property:

See **EXHIBIT A** attached hereto.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below (hereinafter collectively the "Improvements") to have and to hold for Grantee's own use and benefit forever:
  - a. The infrastructure described herein as Phase 1AB and as depicted on the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida, including all wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto;
  - b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
  - c. All goodwill associated with the foregoing.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) subject to any remaining payments due to contractors and/or subcontractors for retainage as indicated in **Exhibit A** (which Grantor agrees to timely pay), the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an "as is" basis. The Grantor represents that, without independent investigation, it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

5. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

6. Grantor, at its expense, agrees to complete any punch list items, make any remaining payments owed to contractors and/or subcontractors, and to post and maintain any required bonds, including but not limited to maintenance bonds.

7. As consideration for the sale of the Improvements, subject to availability of funds and subject to (and without intending to alter) the provisions of that certain Acquisition Agreement, the Grantee shall make payment for the cost of the Improvements in the amounts set forth in **Exhibit A** if such funds are available from proceeds from a past or future issuance of bonds.

8. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

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IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 15 day of January 2025.

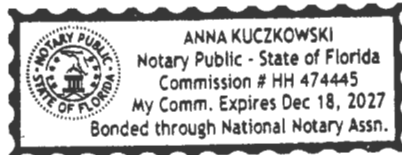
Signed, sealed and delivered by:

PULTE HOME COMPANY, LLC

By: [Signature]  
Print: Justin Cook  
Its: Division President

STATE OF FLORIDA )  
COUNTY OF Duval )

I HEREBY CERTIFY that on this 15 day of January 2025, before me by means of ☒ physical presence or ☐ online notarization appeared Justin Cook, who acting on behalf of Pulte Home Company, LLC, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and ☐ did or ☐ did not take an oath.



(NOTARIAL SEAL)

[Signature]  
Print Name: Anna Kuczkowski  
Notary Public, State of Florida  
My Commission No.: HH 474445  
My Commission Expires: Dec 18, 2027

**Exhibit A – Description of Improvements and Work Product – Phase IAB**

**EXHIBIT A**

**Description of Improvements and Work Product – Phase 1AB Spine Road**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities.

**Work Product**

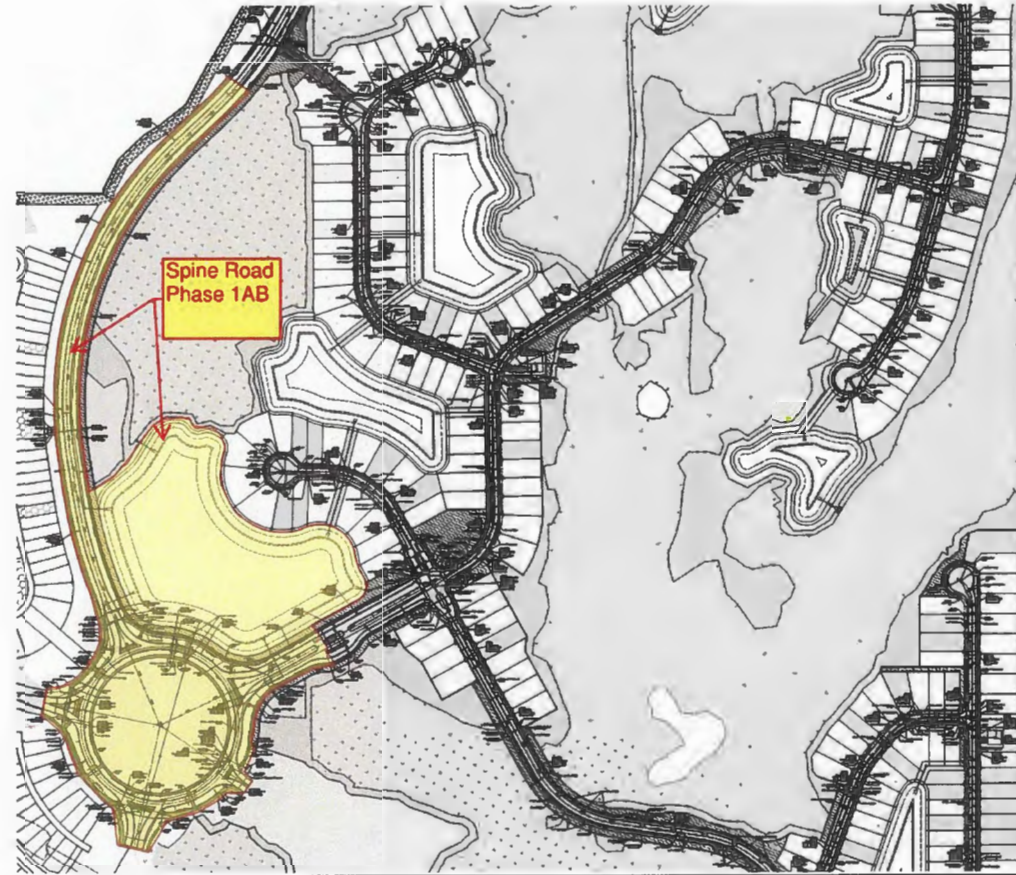
All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1AB)		\$4,490,883.11
<b><i>Subtotal</i></b>		<b><i>\$4,490,883.11</i></b>
<b>TOTAL</b>		<b><i>\$4,490,883.11</i></b>



And constructed on the areas depicted as *Phase 1AB Spine Road* on the map of Phase 1A below:



## **BILL OF SALE**

THIS BILL OF SALE is made as of this \_\_\_\_ day of January 2025, by **Orange Branch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431 ("Grantor"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it paid by the **JEA**, a body politic and corporate ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

This instrument is intended to convey certain property rights related to certain utilities improvements located on or within the following property (collectively, "Real Property"), but not including title to said Real Property:

See **EXHIBIT A** attached hereto.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

2. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below (hereinafter collectively the "Improvements") to have and to hold for Grantee's own use and benefit forever:
  - a. All of the infrastructure as depicted on the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida, including all wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, all as more specifically described in **EXHIBIT A** attached hereto;
  - b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
  - c. All goodwill associated with the foregoing.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) subject to any remaining payments due to contractors and/or subcontractors for retainage as indicated in **EXHIBIT A** (which Grantor agrees to timely pay), the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
3. This conveyance is made on an "as is" basis. The Grantor represents that, without independent investigation, it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have

caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

5. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

6. Grantor, at its expense, agrees to complete any punch list items, make any remaining payments owed to contractors and/or subcontractors, and to post and maintain any required bonds, including but not limited to maintenance bonds.

7. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 15 day of January 2025.

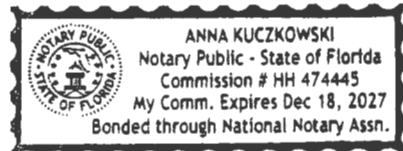
Signed, sealed and delivered by:

**ORANGE BRANCH COMMUNITY DEVELOPMENT  
DISTRICT**

By: [Signature]  
Print: JUSTIN DUDLEY  
Its: CHAIRPERSON Board of Supervisors

STATE OF FLORIDA )  
COUNTY OF FL )

I HEREBY CERTIFY that on this 15 day of January 2025, before me by means of ☒ physical presence or ☐ online notarization appeared Justin Dudley, who acting on behalf of Orange Branch Community Development District, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and ☐ did or ☐ did not take an oath.



(NOTARIAL SEAL)

[Signature]  
Print Name: Anna Kuczkowski  
Notary Public, State of Florida  
My Commission No.: HH 474445  
My Commission Expires: Dec. 18, 2027

**Exhibit A – Description of Improvements**

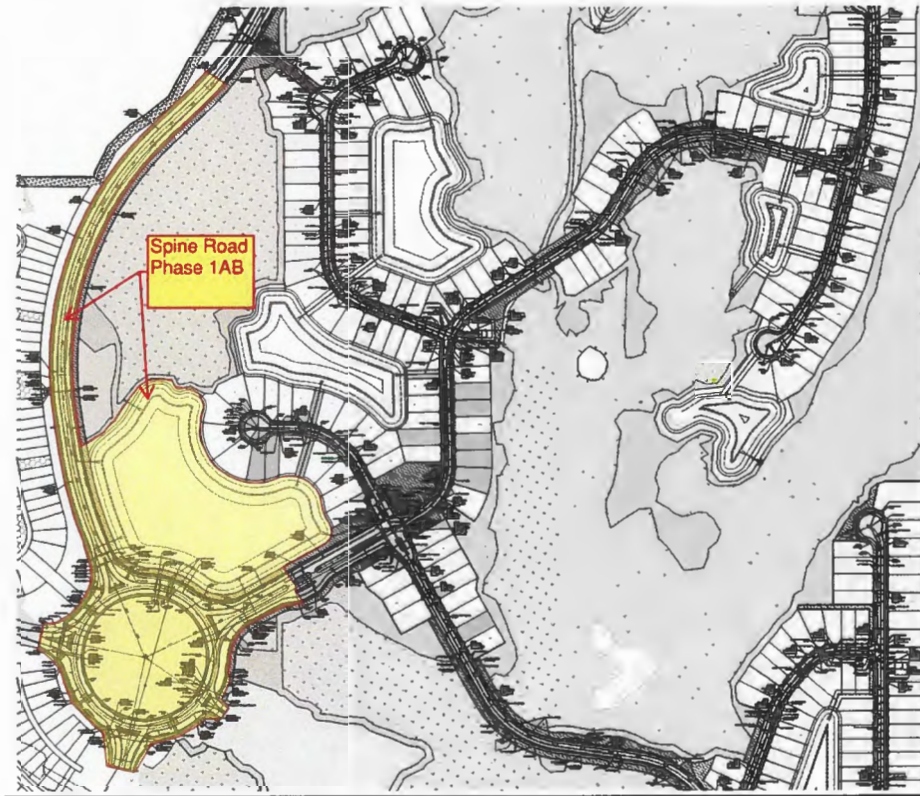
**Exhibit A**  
**Description of Improvements**

**Improvements**

The specific infrastructure described below, on that portion of the land depicted below and subject to the Plat titled "Landings at Greenbriar Phase 1A," recorded at Book 126, Pages 70, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

And constructed on the areas depicted as *Phase 1AB Spine Road* on the map of Phase 1A below as they relate to the JEA improvements only:





**ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS G**



March 10, 2025

Board of Supervisors  
Orange Branch Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

RE: Acquisition of Improvements and Work Product – Landings at St. Johns Phase 1A

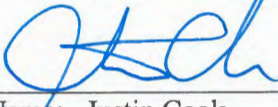
Dear Board of Supervisors:

Pulte Home Company, LLC (“Developer”) has completed and wishes to convey to the District certain improvements (“Improvements”) and associated work product (“Work Product”), which are more particularly described in **Exhibit A** and which relate to improvements described in the District’s *Engineer’s Report Prepared for Board of Supervisors Orange Branch Community Development District*, dated April 10, 2024 (“Engineer’s Report” and the master project described therein, the “Capital Improvement Plan”).

As consideration for the conveyance of the Improvements and Work Product, the District agrees to pay the Developer up to **\$4,370,171.95**, representing the actual cost of completing the Improvements and the Work Product through the District’s future issuance of tax-exempt bonds or other available legal proceeds if and when available. Notwithstanding anything to the contrary herein, to the extent any amounts are still owed to contractors, Developer agrees to timely make payment for all remaining amounts owed and to ensure that no liens are placed on the Improvements or the District’s property.

Sincerely,

**PULTE HOME COMPANY, LLC**

By:   
Print Name: Justin Cook  
Its: Division President

**District Acceptance:**

**ORANGE BRANCH COMMUNITY  
DEVELOPMENT AGREEMENT**

**Justin Dudley**

  
Chairperson, Board of Supervisors

**Exhibit A – Description of Improvements and Work Product – Landings at St Johns Phase 1A**

**EXHIBIT A**

**Description of Improvements and Work Product – Landings at St. Johns Phase 1A**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at St. Johns Phase 1,” recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida and further described herein:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1A)		\$3,875,471.95
England-Thims & Miller, Inc. (Work Product)		\$494,700.00
<b><i>Subtotal</i></b>		<b><i>\$4,370,171.95</i></b>
<b>TOTAL</b>		<b>\$4,370,171.95</b>

[illegible]

**AFFIDAVIT REGARDING COSTS PAID**

STATE OF FLORIDA

COUNTY OF Duval

I, **Justin Cook**, of Pulte Home Company, LLC ("**Developer**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is **Justin Cook**, and I am **Division President** of the Developer. I have authority to make this affidavit on behalf of Developer.
3. The Developer is the primary owner and/or developer of certain lands within Orange Branch Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The *Engineer's Report Prepared for Board of Supervisors Orange Branch Community Development District*, dated April 10, 2024, among other applicable reports related to the District's current and future bond series (together, "**Engineer's Report**") describes certain work product for improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pursuant to certain agreements with contractors, Developer has expended funds to develop certain improvements ("**Improvements**") and work product ("**Work Product**") described in the Engineer's Report. The attached **Exhibit A** accurately identifies the improvements and work product completed to date and states the amounts that Developer has spent on the improvements and work product.
6. Developer has in its files all invoices and proof of all payments related to the Improvements and Work Product described in **Exhibit A**, and agrees to produce such documentation upon request.
7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the Improvements and Work Product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]



Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

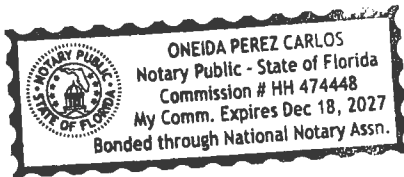
Executed this 10 day of March 2025.

  
\_\_\_\_\_  
AFFIANT

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 10<sup>th</sup> day of March 2025, by Justin Cook, on behalf of Pulte Home Company, LLC, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



  
\_\_\_\_\_  
Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of \_\_\_\_\_

Commission No. HH474448

My Commission Expires: Dec 18, 2027

**EXHIBIT A**

**Description of Improvements and Work Product – Landings at St. Johns Phase 1A**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at St. Johns Phase 1,” recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

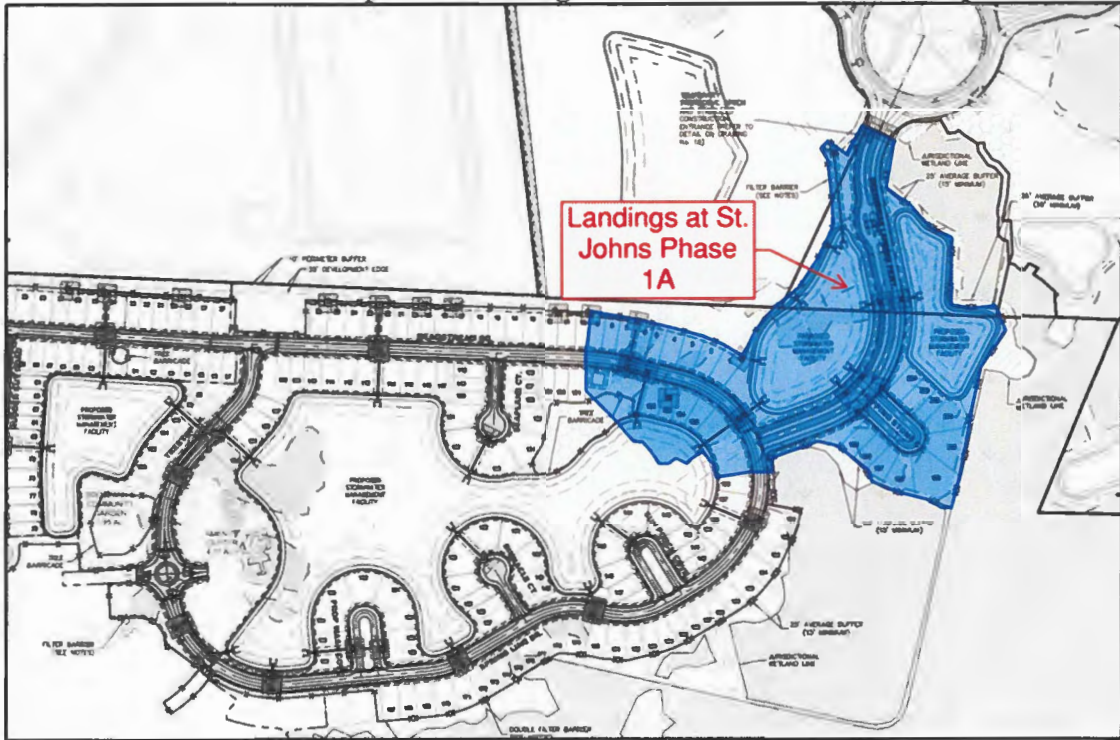
All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1A)		\$3,875,471.95
England-Thims & Miller, Inc. (Work Product)		\$494,700.00
<b><i>Subtotal</i></b>		<b><i>\$4,370,171.95</i></b>
<b>TOTAL</b>		<b>\$4,370,171.95</b>

[illegible]

## ACKNOWLEDGMENT AND RELEASE

THIS ACKNOWLEDGMENT AND RELEASE (“**Release**”) is made the 11<sup>th</sup> day of March 2025, by **VALLENCOURT CONSTRUCTION CO., INC.**, a Florida corporation, with a mailing address of 449 Center St., Green Cove Springs, FL 32043 (the “**Contractor**”), in favor of the **ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT** (the “**District**”), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices located at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

WHEREAS, pursuant to that certain agreement (“**Contract**”) dated June 6, 2024, between Contractor and Pulte Home Company, LLC (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer now intends to convey the Improvements to the District and/or another public utility provider and/or local government and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

**SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

**SECTION 3. WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.


**SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

**SECTION 5. CERTIFICATE OF PAYMENT.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

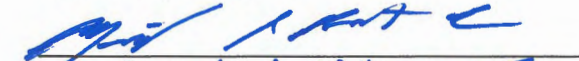
**SECTION 6. EFFECTIVE DATE.** This Acknowledgment and Release shall take effect upon execution.

ATTEST

  
\_\_\_\_\_  
Harley Moreland  
[print name]

  
\_\_\_\_\_  
Spence Nagy  
[print name]

VALLENCOURT CONSTRUCTION CO., INC., a  
Florida corporation

  
\_\_\_\_\_  
By: Michael A. Valencourt  
Its: Vice President



**EXHIBIT A**  
**Improvements**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled "Landings at St. Johns Phase 1," recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1A)		\$3,875,471.95
<b><i>Subtotal</i></b>		<b>\$3,875,471.95</b>
<b>TOTAL</b>		<b>\$3,875,471.95</b>

And constructed on the area depicted as *Landings at St. Johns Phase 1A* on the map below:



**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE  
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE  
PRODUCTION OF SAME**

**THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT** is made the **11th** day of March 2025, by **ENGLAND, THIMS & MILLER, INC.**, a Florida corporation with a mailing address of 14775 Old St. Augustine Road, Jacksonville, FL 32258 (the “Professional”), in favor of the **ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT** (the “District”), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices located at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

**SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES.** Professional has provided professional construction administration services (the “Work Product”) for Pulte Home Company, LLC, developer of lands within the District (the “Developer”). A copy of the contract for said Work Product is attached as **Exhibit A** (the “Professional Contract”). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

**SECTION 2. ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract attached as **Exhibit A**, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District is acquiring certain improvements constructed by Vallencourt Construction Co., Inc., and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

**SECTION 3. WARRANTY.** Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

**SECTION 4. INDEMNIFICATION.** Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product identified in **Exhibit B** because of any negligent act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

**SECTION 5. CERTIFICATE OF PAYMENT.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product identified in **Exhibit B**. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit B**.

*[Continued on following page]*

**SECTION 6. EFFECTIVE DATE.** This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

Nick Story  
[signature]  
[print name]

Nick Horrell  
[signature]  
[print name]

**ENGLAND, THIMS & MILLER, INC.,** a  
Florida corporation

[signature]  
By: George V. Katsaras  
Its: Vice President

**EXHIBIT A**  
**Contract(s) for Professional Services**

- **The Landings at St Johns (Active Adult) – Phase 1 (Final Engineering Design and Permitting) ETM No.: 21-339-08-99**
- **The Landings – Active Adult phase 1 Mass Grading Plans ETM no. 21-339-05-99**

**EXHIBIT B**  
**Identification of Work Product**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Work Product associated with Phase 1A:

**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
England-Thims & Miller, Inc. (The Landings at St. Johns – Phase 1A)		<b>\$494,700.00</b>
<b><i>Subtotal</i></b>		<b><i>\$494,700.00</i></b>
<b>TOTAL</b>		<b>\$494,700.00</b>



## DISTRICT ENGINEER'S CERTIFICATE

March 11, 2025

Board of Supervisors  
Orange Branch Community Development District

Re: Orange Branch Community Development District (St. Johns County, Florida)  
Acquisition of Improvements and Work Product


Ladies and Gentlemen:

The undersigned, a representative of England, Thims & Miller, Inc., ("**District Engineer**"), as District Engineer for Orange Branch Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Pulte Home Company, LLC ("**Developer**") of certain improvements ("**Improvements**") and work product ("**Work Product**"), all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate and in **Exhibit A** attached hereto. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement plan as set forth in the *Engineer's Report Prepared for Board of Supervisors Orange Branch Community Development District*, dated April 10, 2024 (the "**Engineer's Report**"), specially benefits property within the District as further described in the Engineer's Report, and is within the scope of the improvements included in the District's Capital Improvement Plan anticipated to be funded by the District's Orange Branch Community Development District Special Assessment Bonds.
3. In my opinion, the Improvements were installed in accordance with their specifications and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements or Work Product.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
5. The total, actual costs associated with the Improvements and Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and Work Product.


[CONTINUED ON NEXT PAGE]

FURTHER AFFIANT SAYETH NOT.

  
Name: George Katsaras, P.E.  
Its: Vice President  
Florida Registration No. 54679  
District Engineer

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 11<sup>th</sup> day of March 2025, by George Katsaras, P.E., Vice President of England, Thims & Miller, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did ☐ or did not ☐ take the oath.

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

**GLORIA J. STEPHENS**  
Notary Public, State of Florida  
My Comm. Expires 09/25/2025  
Commission No. HH151695

**Exhibit A**

**Description of Improvements and Work Product – Landings at St. Johns Phase 1A**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at St. Johns Phase 1,” recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1A)		\$3,875,471.95
England-Thims & Miller, Inc. (Work Product)		\$494,700.00
<b><i>Subtotal</i></b>		<b><i>\$4,370,171.95</i></b>
<b>TOTAL</b>		<b>\$4,370,171.95</b>

[illegible]

## **BILL OF SALE AND LIMITED ASSIGNMENT**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this 10th day of March 2025, by **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 124 Del Webb Parkway, Ponte Vedra, Florida 32081 ("Grantor"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Orange Branch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District" or "Grantee") whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

This instrument is intended to convey certain property rights related to certain utilities improvements located on or within the land subject to the Plat titled "Landings at St. Johns Phase 1," recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida (the "Real Property"), but not including title to said Real Property.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below (hereinafter collectively, the "Property") to have and to hold for Grantee's own use and benefit forever:
  - a. All of the right, title, warranty, interest and benefit in the improvements set forth in attached **Exhibit A**, (the "Improvements");
  - b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
  - c. All goodwill associated with the foregoing.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) subject to any remaining payments due to contractors and/or subcontractors for retainage as indicated in **Exhibit A** (which Grantor agrees to timely pay), the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
3. This conveyance is made on an "as is" basis. The Grantor represents that, without independent investigation, it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.



4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.
5. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.
6. Grantor, at its expense, agrees to complete any punch list items, make any remaining payments owed to contractors and/or subcontractors, and to post and maintain any required bonds, including but not limited to maintenance bonds.
7. As consideration for the sale of the Improvements, subject to availability of funds and subject to (and without intending to alter) the provisions of that certain Acquisition Agreement, the Grantee shall make payment for the cost of the Improvements in the amounts set forth in **Exhibit A** if such funds are available from proceeds from a past or future issuance of bonds.
8. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

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IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 10th day of March 2025.

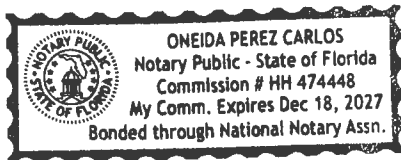
Signed, sealed and delivered by:

**PULTE HOME COMPANY, LLC**

By: [Signature]  
Print: Justin Cook  
Its: Division President

STATE OF FLORIDA )  
COUNTY OF Duval )

I HEREBY CERTIFY that on this 10th day of March 2025, before me by means of ☒ physical presence or ☐ online notarization appeared Justin Cook, who acting on behalf of Pulte Home Company, LLC, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and ☒ did or ☐ did not take an oath.



(NOTARIAL SEAL)

[Signature]  
Print Name: Oneida Perez Carlos  
Notary Public, State of Florida  
My Commission No.: HH 474448  
My Commission Expires: Dec 18, 2027

**Exhibit A – Description of Improvements and Work Product – Landings at St. Johns Phase 1A**

## **EXHIBIT A**

### **Description of Improvements and Work Product – Landings at St. Johns Phase 1A**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

#### **Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at St. Johns Phase 1,” recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities.

#### **Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1A)		\$3,875,471.95
England-Thims & Miller, Inc. (Work Product)		\$494,700.00
<b><i>Subtotal</i></b>		<b><i>\$4,370,171.95</i></b>
<b>TOTAL</b>		<b>\$4,370,171.95</b>

[illegible]

## **BILL OF SALE**

THIS BILL OF SALE is made as of this 10<sup>th</sup> day of March 2025, by **Orange Branch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431 (“Grantor”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it paid by the **JEA**, a body politic and corporate (“Grantee”).

(Wherever used herein the terms “Grantor” and “Grantee” include all of the parties to this instrument and their respective successors and assigns.)

This instrument is intended to convey certain property rights related to certain utilities improvements located on or within the land subject to the Plat titled “Landings at St. Johns Phase 1,” recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida (the “Real Property”), but not including title to said Real Property.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below (hereinafter collectively the “Improvements”) to have and to hold for Grantee’s own use and benefit forever:

- a. All of the infrastructure as depicted on the Plat titled “Landings at St. Johns Phase 1,” recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida, including all wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, all as more specifically described in **Exhibit A** attached hereto;
- b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
- c. All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) subject to any remaining payments due to contractors and/or subcontractors for retainage as indicated in **Exhibit A** (which Grantor agrees to timely pay), the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an “as is” basis. The Grantor represents that, without independent investigation, it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.



4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.
5. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.
6. Grantor, at its expense, agrees to complete any punch list items, make any remaining payments owed to contractors and/or subcontractors, and to post and maintain any required bonds, including but not limited to maintenance bonds.
7. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 10th day of March 2025.

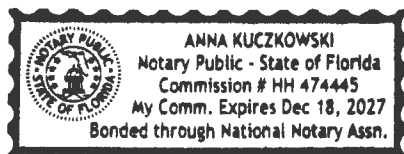
Signed, sealed and delivered by:

**ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT**

By: [Signature]  
Print: Justin Dudley  
Its: Chairperson, Board of Supervisors

STATE OF FLORIDA )  
COUNTY OF Duval )

I HEREBY CERTIFY that on this 10th day of March 2025, before me by means of ☒ physical presence or ☐ online notarization appeared Justin Dudley, who acting on behalf of Orange Branch Community Development District, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and ☐ did or ☒ did not take an oath.



(NOTARIAL SEAL)

[Signature]  
Print Name: Anna Kuczkowski  
Notary Public, State of Florida  
My Commission No.:  
My Commission Expires:

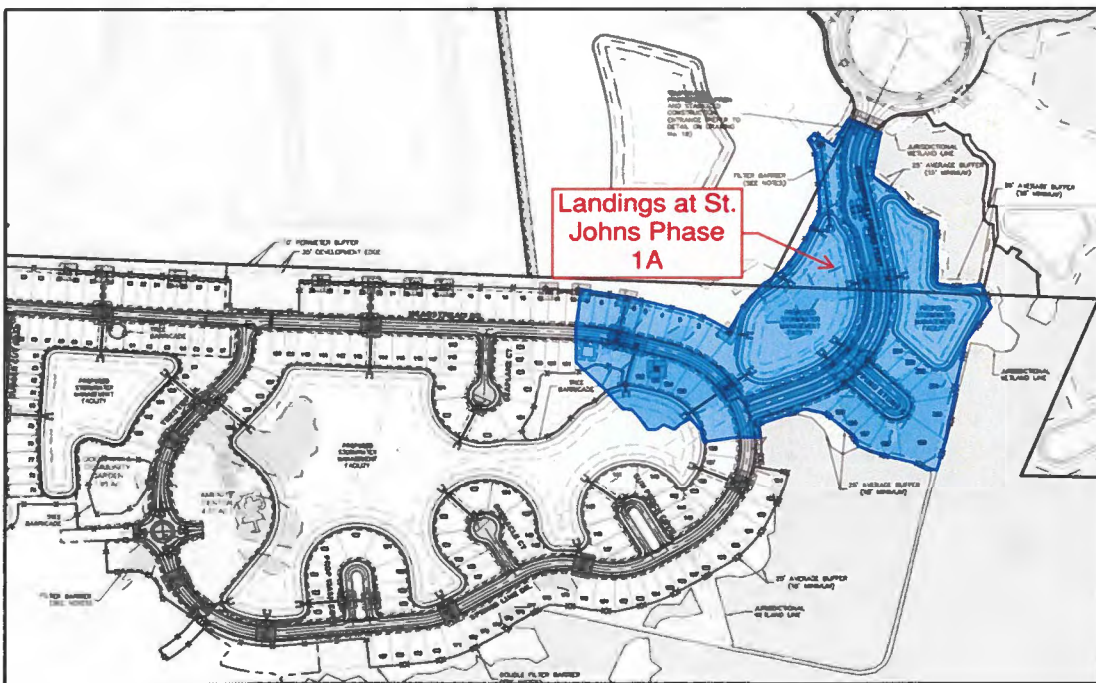
**Exhibit A – Description of Improvements**

## Exhibit A

The specific infrastructure described below, located on that portion of the land described and depicted on the map below as *Landings at St. Johns Phase 1A*, and subject to the Plat titled “Landings at St. Johns Phase 1,” recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto;

but only as much of the infrastructure that is to be owned and operated by JEA pursuant to that certain *Engineer's Report Prepared for Board of Supervisors Orange Branch Community Development District*, dated April 10, 2024.



**ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS H**



April 24, 2024

Board of Supervisors  
Orange Branch Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

RE: Acquisition of Improvements and Work Product – Landings at St. Johns Phase 1B


Dear Board of Supervisors:

Pulte Home Company, LLC (“Developer”) has completed and wishes to convey to the District certain improvements (“Improvements”) and associated work product (“Work Product”), which are more particularly described in **Exhibit A** and which relate to improvements described in the District’s *Engineer’s Report Prepared for Board of Supervisors Orange Branch Community Development District*, dated April 10, 2024 (“Engineer’s Report” and the master project described therein, the “Capital Improvement Plan”).

As consideration for the conveyance of the Improvements and Work Product, the District agrees to pay the Developer up to **\$2,614,397.06**, representing the actual cost of completing the Improvements and the Work Product through the District’s future issuance of tax-exempt bonds or other available legal proceeds if and when available. Notwithstanding anything to the contrary herein, to the extent any amounts are still owed to contractors, Developer agrees to timely make payment for all remaining amounts owed and to ensure that no liens are placed on the Improvements or the District’s property.

Sincerely,

**PULTE HOME COMPANY, LLC**

By:   
Print Name: Justin Cook  
Its: Division President

**District Acceptance:**

**ORANGE BRANCH COMMUNITY  
DEVELOPMENT AGREEMENT**

  
Chairperson, Board of Supervisors

**Exhibit A – Description of Improvements and Work Product – Phase 1B**



**EXHIBIT A**  
**Description of Improvements and Work Product – Phase 1B**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at St. Johns Phase 1,” recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida and further described herein:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

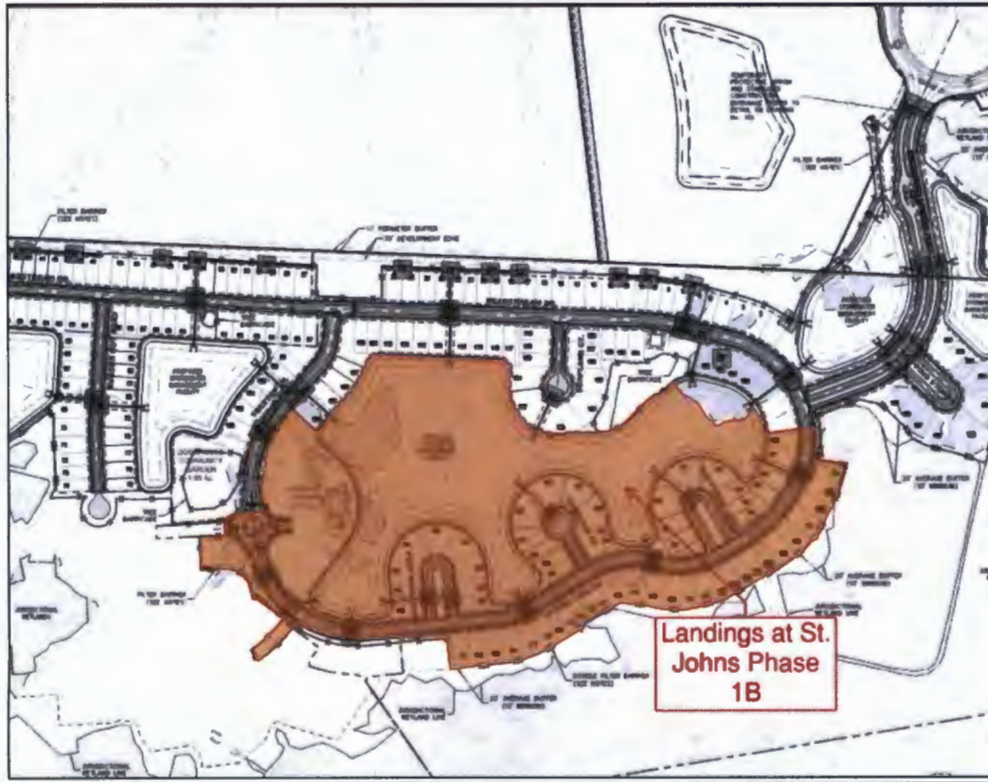
**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1B)		\$2,614,397.06
<b><i>Subtotal</i></b>		<b><i>\$2,614,397.06</i></b>
<b>TOTAL</b>		<b>\$2,614,397.06</b>

And constructed on the areas depicted as *Phase 1B* on the map of Phase 1B below:



**AFFIDAVIT REGARDING COSTS PAID**

STATE OF FLORIDA

COUNTY OF   Duval  

I, Justin Cook of Pulte Home Company, LLC ("**Developer**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Justin Cook, and I am Division President of the Developer. I have authority to make this affidavit on behalf of Developer.
3. The Developer is the primary owner and/or developer of certain lands within Orange Branch Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The *Orange Branch Community Development District Master Engineer's Report*, dated April 10, 2024, among other applicable reports related to the District's current and future bond series (together, "**Engineer's Report**") describes certain work product for improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pursuant to certain agreements with contractors, Developer has expended funds to develop certain improvements ("**Improvements**") and work product ("**Work Product**") described in the Engineer's Report. The attached **Exhibit A** accurately identifies the improvements and work product completed to date and states the amounts that Developer has spent on the improvements and work product.
6. Developer has in its files all invoices and proof of all payments related to the Improvements and Work Product described in **Exhibit A**, and agrees to produce such documentation upon request.
7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the Improvements and Work Product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

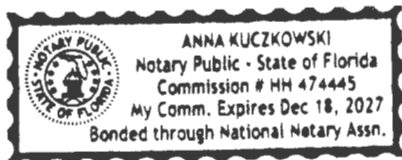
Executed this 30th day of April 2025.

  
\_\_\_\_\_  
AFFIANT

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30<sup>th</sup> day of April 2025, by Justin Cook, on behalf of Pulte Home Company, LLC, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



  
\_\_\_\_\_  
Notary Public Signature

Anna Kuczkowski  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No. HH 474445  
My Commission Expires: Dec. 18, 2027

**EXHIBIT A**

**Description of Improvements and Work Product – Phase 1B**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at St. Johns Phase 1,” recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

**Work Product**

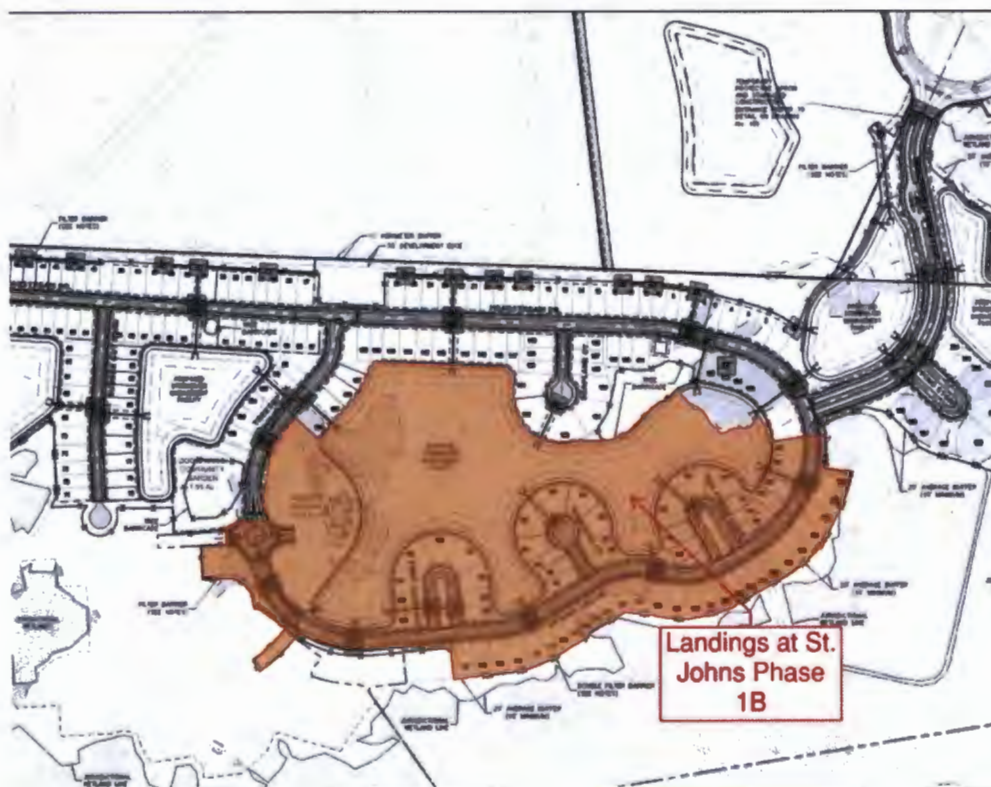
All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1BA)		\$2,614,397.06
<b><i>Subtotal</i></b>		<b><i>\$2,614,397.06</i></b>
<b>TOTAL</b>		<b>\$2,614,397.06</b>

And constructed on the areas depicted as *Phase 1B* on the map of Phase 1B below:





## **ACKNOWLEDGMENT AND RELEASE**

**THIS ACKNOWLEDGMENT AND RELEASE** is made the 30<sup>th</sup> day of November 2024, by **VALLENCOURT CONSTRUCTION CO., INC.**, a Florida corporation, with a mailing address of 449 Center St., Green Cove Springs, FL 32043 (the “**Contractor**”), in favor of the **ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT** (the “**District**”), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

**WHEREAS**, pursuant to that certain agreement (“**Contract**”) dated October 25, 2023, between Contractor and Pulte Home Company, LLC (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** (“**Improvements**”); and

**WHEREAS**, Developer now intends to convey the Improvements to the District and/or another public utility provider and/or local government and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

**SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.


**SECTION 3. WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

**SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

**SECTION 5. CERTIFICATE OF PAYMENT.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

**SECTION 6. EFFECTIVE DATE.** This Acknowledgment and Release shall take effect upon execution.

ATTEST



Harley Moreland

[print name]



Chris Knox

[print name]

VALLENCOURT CONSTRUCTION CO., INC., a  
Florida corporation



By: Stan Bates

Its: Vice President

**EXHIBIT A**  
**Improvements**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled "Landings at St. Johns Phase 1," recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

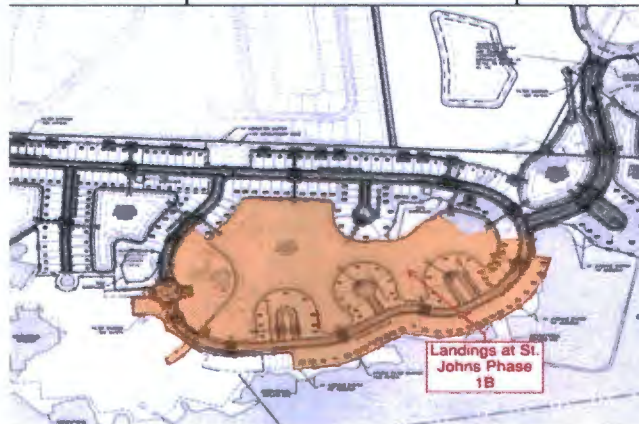
All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1BA)		\$2,614,397.06
<b><i>Subtotal</i></b>		<b>\$2,614,397.06</b>
<b>TOTAL</b>		<b>\$2,614,397.06</b>

And constructed on the areas depicted as *Phase 1B* on the map of Phase 1B below:



## DISTRICT ENGINEER'S CERTIFICATE

April 30, 2025

Board of Supervisors  
Orange Branch Community Development District

Re: Orange Branch Community Development District (St. Johns County, Florida)  
Acquisition of Improvements and Work Product

Ladies and Gentlemen:

The undersigned, a representative of England, Thims & Miller, Inc., ("**District Engineer**"), as District Engineer for Orange Branch Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Pulte Home Company, LLC ("**Developer**") of certain improvements ("**Improvements**") and work product ("**Work Product**"), all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate and in **Exhibit A** attached hereto. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement plan as set forth in the *Orange Branch Community Development District Master Engineer's Report*, dated April 10, 2024 (the "**Engineer's Report**"), specially benefits property within the District as further described in the Engineer's Report, and is within the scope of the improvements included in the District's Capital Improvement Plan anticipated to be funded by the District's Orange Branch Community Development District Special Assessment Bonds.
3. In my opinion, the Improvements were installed in accordance with their specifications and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements or Work Product.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
5. The total, actual costs associated with the Improvements and Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and Work Product.

[CONTINUED ON NEXT PAGE]



FURTHER AFFIANT SAYETH NOT.

George V. Katsaras

Name: George Katsaras, P.E.

Its: Vice President

Florida Registration No. 54679

District Engineer

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of April 2025, by George Katsaras, P.E, Vice President of England, Thims & Miller, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did ☐ or did not ☒ take the oath.



Sharlene L Wolterman

Notary Public, State of Florida

Print Name: Sharlene L Wolterman

Commission No.: HH 223894

My Commission Expires: 2/2/26

**Exhibit A**  
**Description of Improvements and Work Product – Phase 1B**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled "Landings at St. Johns Phase 1," recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities

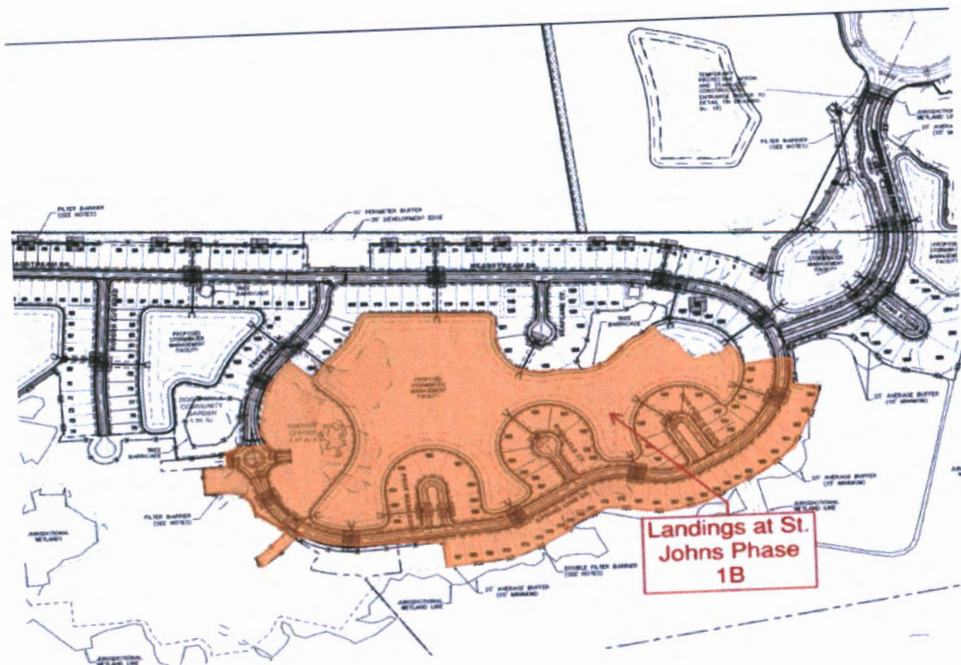
**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1BA)		\$2,614,397.06
<b><i>Subtotal</i></b>		<b><i>\$2,614,397.06</i></b>
<b>TOTAL</b>		<b>\$2,614,397.06</b>

And constructed on the areas depicted as *Phase 1B* on the map of Phase 1B below:



## **BILL OF SALE**

### **BILL OF SALE AND LIMITED ASSIGNMENT**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this 30th day of April 2025, by **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 124 Del Webb Parkway, Ponte Vedra, Florida 32081 ("Grantor"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Orange Branch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District" or "Grantee") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

This instrument is intended to convey certain property rights related to certain utilities improvements located on or within the following property (collectively, "Real Property"), but not including title to said Real Property:

See **EXHIBIT A** attached hereto.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below (hereinafter collectively the "Improvements") to have and to hold for Grantee's own use and benefit forever:
  - a. The infrastructure described herein as Phase 1B and as depicted on the Plat titled "Landings at St. Johns Phase 1," recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida, including all wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto;
  - b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
  - c. All goodwill associated with the foregoing.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) subject to any remaining payments due to contractors and/or subcontractors for retainage as indicated in **Exhibit A** (which Grantor agrees to timely pay), the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an “as is” basis. The Grantor represents that, without independent investigation, it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

5. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

6. Grantor, at its expense, agrees to complete any punch list items, make any remaining payments owed to contractors and/or subcontractors, and to post and maintain any required bonds, including but not limited to maintenance bonds.

7. As consideration for the sale of the Improvements, subject to availability of funds and subject to (and without intending to alter) the provisions of that certain Acquisition Agreement, the Grantee shall make payment for the cost of the Improvements in the amounts set forth in **Exhibit A** if such funds are available from proceeds from a past or future issuance of bonds.

8. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

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IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 30<sup>th</sup> day of April 2025.

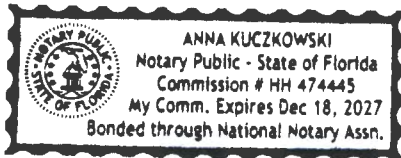
Signed, sealed and delivered by:

**PULTE HOME COMPANY, LLC**

By: [Signature]  
Print: Justin Cook  
Its: Division President

STATE OF FLORIDA )  
COUNTY OF Duval )

I HEREBY CERTIFY that on this 30th day of April 2025, before me by means of ☒ physical presence or ☐ online notarization appeared Justin Cook, who acting on behalf of Pulte Home Company, LLC, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and ☐ did or ☐ did not take an oath.



(NOTARIAL SEAL)

Anna Kuczkowski  
Print Name: Anna Kuczkowski  
Notary Public, State of Florida  
My Commission No.: HH 474445  
My Commission Expires: Dec. 18, 2027

**Exhibit A – Description of Improvements and Work Product – Phase 1BA**

**EXHIBIT A**

**Description of Improvements and Work Product – Phase 1B**

Pulte Home Company, LLC, has caused to be completed in and for the Orange Branch Community Development District, the following Improvements and Work Product:

**Improvements**

The infrastructure, described below, on that portion of the land depicted below and subject to the Plat titled “Landings at St. Johns Phase 1,” recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the rights-of-way.

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities.

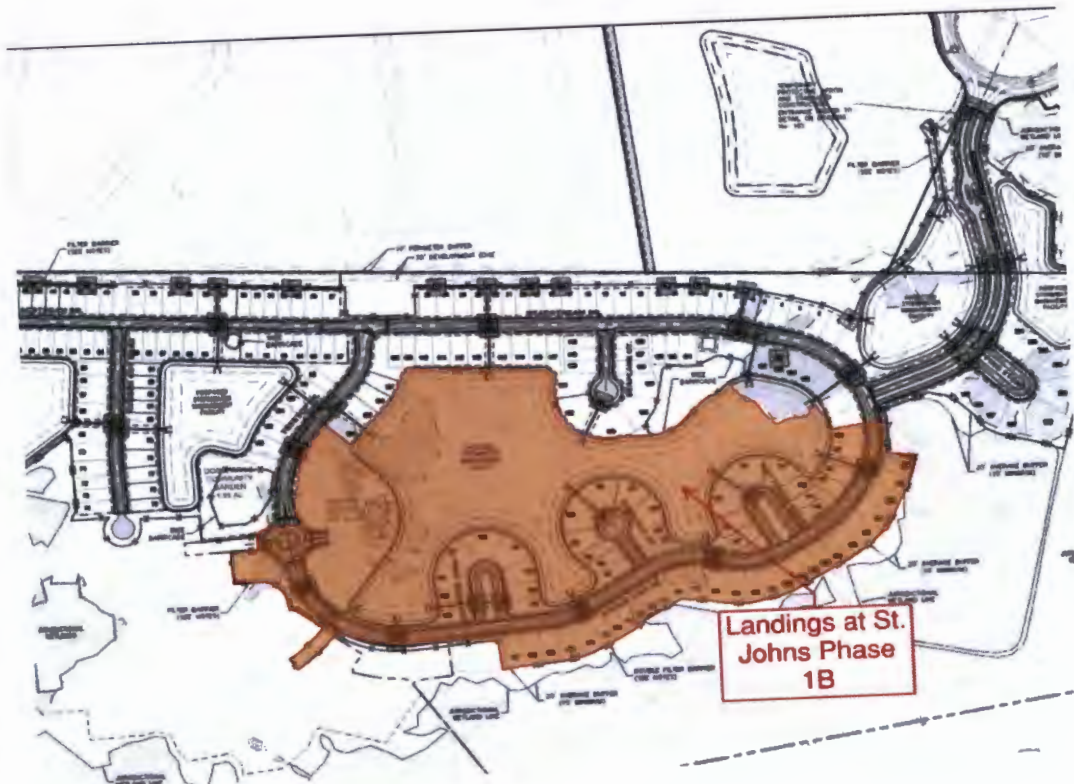
**Work Product**

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

All as further identified in the invoices below:

<b><u>Contractor</u></b>	<b><u>Invoice Date</u></b>	<b><u>Reimbursable Cost</u></b>
Vallencourt Construction Co., Inc. (Improvements – Phase 1BA)		\$2,614,397.06
<b><i>Subtotal</i></b>		<b><i>\$2,614,397.06</i></b>
<b>TOTAL</b>		<b>\$2,614,397.06</b>

And constructed on the areas depicted as *Phase 1B* on the map of Phase 1B below:



## **BILL OF SALE**

THIS BILL OF SALE is made as of this 30th day of April 2025, by **Orange Branch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Rd Suite 410W, Boca Raton, FL 33431 ("Grantor"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it paid by the **JE A**, a body politic and corporate ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

This instrument is intended to convey certain property rights related to certain utilities improvements located on or within the following property (collectively, "Real Property"), but not including title to said Real Property:

See **EXHIBIT A** attached hereto.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

2. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below (hereinafter collectively the "Improvements") to have and to hold for Grantee's own use and benefit forever:
  - a. All of the infrastructure as depicted on the Plat titled "Landings at St. Johns Phase 1," recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida, including all wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, all as more specifically described in **EXHIBIT A** attached hereto;
  - b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
  - c. All goodwill associated with the foregoing.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) subject to any remaining payments due to contractors and/or subcontractors for retainage as indicated in **EXHIBIT A** (which Grantor agrees to timely pay), the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
3. This conveyance is made on an "as is" basis. The Grantor represents that, without independent investigation, it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have

caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

5. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

6. Grantor, at its expense, agrees to complete any punch list items, make any remaining payments owed to contractors and/or subcontractors, and to post and maintain any required bonds, including but not limited to maintenance bonds.

7. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

[THIS SPACE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 30th day of April 2025.

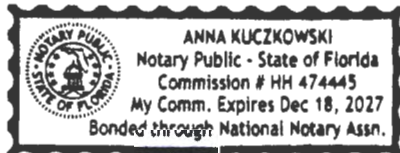
Signed, sealed and delivered by:

**ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT**

By: [Signature]  
Print: JUSTIN DUDLEY  
Its: CHAIR PERSON

STATE OF FLORIDA )  
COUNTY OF Duval )

I HEREBY CERTIFY that on this 30<sup>th</sup> day of April 2025, before me by means of ☒ physical presence or ☐ online notarization appeared Justin Dudley, who acting on behalf of Orange Branch Community Development District, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and ☐ did or ☐ did not take an oath.



(NOTARIAL SEAL)

Anna Kuczkowski  
Print Name: Anna Kuczkowski  
Notary Public, State of Florida  
My Commission No.: HH 474445  
My Commission Expires: Dec. 18, 2027

**Exhibit A – Description of Improvements**

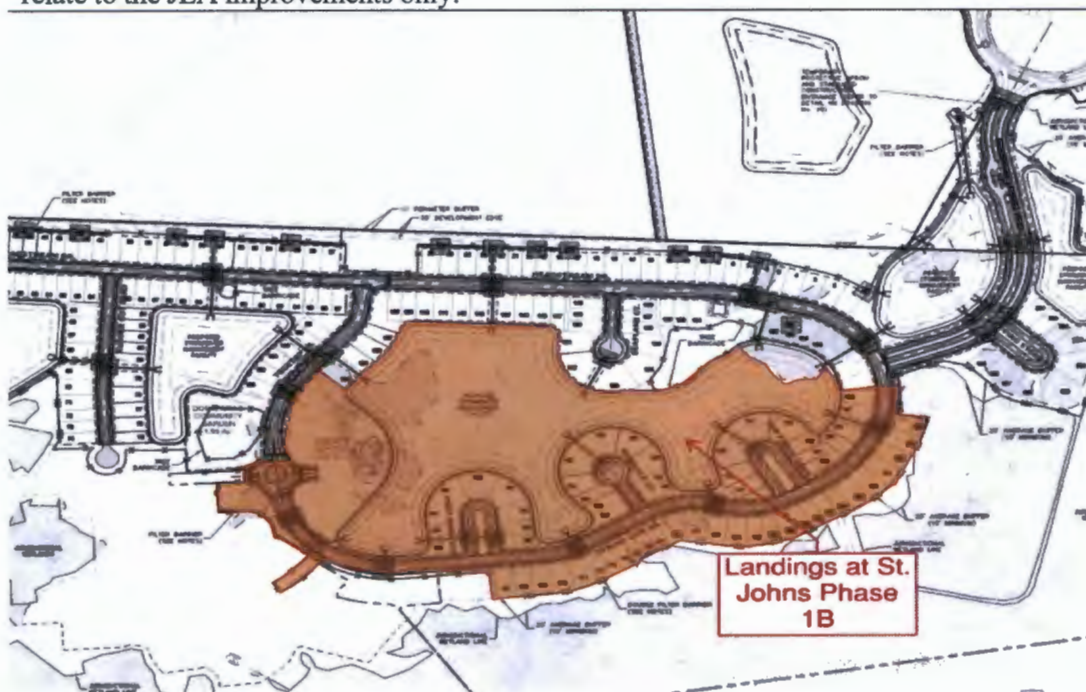
**Exhibit A**  
**Description of Improvements**

**Improvements**

The specific infrastructure described below, on that portion of the land depicted below and subject to the Plat titled "Landings at St. Johns Phase 1," recorded at Book 127, Pages 54, et seq., of the Official Records of St. Johns County, Florida:

All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto.

And constructed on the areas depicted as *Phase 1B* on the map of Phase 1B below as they relate to the JEA improvements only:



# **ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**ORANGE BRANCH  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2025**

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

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 16,426	\$ -	\$ -	\$ 16,426
Due from Landowner	22,397	-	-	22,397
Total assets	<u>\$ 38,823</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 38,823</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 6,152	\$ -	\$ -	\$ 6,152
Due to Landowner	-	13,554	2,592	16,146
Landowner advance	12,433	-	-	12,433
Total liabilities	<u>18,585</u>	<u>13,554</u>	<u>2,592</u>	<u>34,731</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	22,397	-	-	22,397
Total deferred inflows of resources	<u>22,397</u>	<u>-</u>	<u>-</u>	<u>22,397</u>
Fund balances:				
Restricted				
Debt service	-	(13,554)	-	(13,554)
Capital projects	-	-	(2,592)	(2,592)
Unassigned	(2,159)	-	-	(2,159)
Total fund balances	<u>(2,159)</u>	<u>(13,554)</u>	<u>(2,592)</u>	<u>(18,305)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 38,823</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 38,823</u>



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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 4,172	\$ 37,395	\$ 98,790	38%
Total revenues	<u>4,172</u>	<u>37,395</u>	<u>98,790</u>	38%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording**	2,000	14,000	48,000	29%
Legal	-	2,171	25,000	9%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	2,000	0%
Trustee*	-	-	5,500	0%
Telephone	17	117	200	59%
Postage	-	-	500	0%
Printing & binding	42	292	500	58%
Legal advertising	-	-	1,750	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	80	988	750	132%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>2,139</u>	<u>22,743</u>	<u>98,790</u>	23%
<b>Field operations</b>				
Landscape Services	-	15,804	-	N/A
Total field operations	<u>-</u>	<u>15,804</u>		
Total expenditures	<u>2,139</u>	<u>38,547</u>	<u>98,790</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	2,033	(1,152)	-	
Fund balances - beginning	(4,192)	(1,007)	-	
Fund balances - ending	<u>\$ (2,159)</u>	<u>\$ (2,159)</u>	<u>\$ -</u>	

\*These items will be realized when bonds are issued.

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

	Current Month	Year To Date
<b>REVENUES</b>	\$ -	\$ -
Total revenues	-	-
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(13,554)	(13,554)
Fund balances - ending	<u>\$ (13,554)</u>	<u>\$ (13,554)</u>

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

	Current Month	Year To Date
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
<b>EXPENDITURES</b>		
Construction costs	<u>-</u>	<u>578</u>
Total expenditures	<u>-</u>	<u>578</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(578)
Fund balances - beginning	<u>(2,592)</u>	<u>(2,014)</u>
Fund balances - ending	<u><u>\$ (2,592)</u></u>	<u><u>\$ (2,592)</u></u>

# **ORANGE BRANCH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

**DRAFT**

**MINUTES OF MEETING  
ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Orange Branch Community Development District held Public Hearings and a Regular Meeting on June 17, 2024 at 11:00 a.m., at the St. Johns County Service Center, Julington Creek Branch Multipurpose Room, 725 Flora Branch Blvd., St. Johns, Florida 32259.

**Present were:**

Justin Dudley	Chair
Austen Roberts	Vice Chair
Taylor Larza	Assistant Secretary
Zach Decker	Assistant Secretary

**Also present:**

Craig Wrathell	District Manager
Jason Middleton	Wrathell, Hunt and Associates, LLC (WHA)
Jennifer Kilinski	District Counsel
Chris Loy	Kilinski   Van Wyk PLLC

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Wrathell called the meeting to order at 11:11 a.m.

Supervisors Dudley, Roberts, Larza and Decker were present. One seat was vacant.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and**



Setting Forth the Legal Description of the Real Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date

**A. Affidavit/Proof of Publication**

The affidavit of publication was included for informational purposes.

**B. Consideration of Resolution 2024-35, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Orange Branch Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date**

Mr. Wrathell stated this Resolution allows the CDD to utilize the services of the Property Appraiser and Tax Collector.

**On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the Public Hearing was opened.**

No affected property owners or members of the public spoke.

**On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the Public Hearing was closed.**

Mr. Wrathell presented Resolution 2024-35 and read the title.

**On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, Resolution 2024-35, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Orange Branch Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

**FOURTH ORDER OF BUSINESS****Public Hearing to Consider the Adoption of  
an Assessment Roll and the Imposition of  
Special Assessments Relating to the  
Financing and Securing of Certain Public  
Improvements**

Mr. Wrathell recalled that the Engineer's Report and the Master Special Assessment Methodology Report, included in this agenda, were approved at the first meeting. This Public Hearing will ultimately set the lien structure over the property of the CDD; however, the lien will not be effectuated until bonds are issued. A Supplemental Engineer's Report and a Supplemental Assessment Methodology Report will be prepared at the time of the first bond issuance and will be included in the bond offering documents used to market and sell the bonds.

Ms. Kilinski stated that the legal description will be available for review in advance of the bond issuance, as the lien must attach to a legal description.

**A. Affidavit/Proof of Publication****B. Mailed Notice to Property Owner(s)**

These items were included for informational purposes.

**C. Engineer's Report (for informational purposes)**

Mr. Wrathell presented the Engineer's Report dated April 10, 2024 and noted that the Cost Estimates total \$127,535,000.

Ms. Kilinski stated the Reports will be re-approved within the Master Assessment Resolution. She stated that two key components that are inherent in the assessment lienability were asked at the last meeting. The first, whether the cost estimates in the Engineer's Report are reasonable and proper, was confirmed to be the case by the District Engineer. Asked if there is any reason to believe that the Capital Improvement Plan (CIP) could not be carried out by the CDD, the District Engineer replied no, and stated that all permits are in hand or should be in hand by the time development is scheduled to occur.

**D. Master Special Assessment Methodology Report (for informational purposes)**

Mr. Wrathell presented the Master Special Assessment Methodology dated April 10, 2024 and noted the pertinent data in each Section. He discussed the maximum par amount of bonds, the CIP, project costs, Equivalent Residential Unit (ERU) weightings, bond issuances and the Appendix Tables.

**On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the Public Hearing was opened.**

- **Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.**

No affected property owners or members of the public spoke.

- **Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.**

The Board, sitting as the Equalizing Board, made no changes to the assessments.

**On MOTION by Mr. Dudley and seconded by Mr. Roberts, with all in favor, the Public Hearing was closed.**

Ms. Kilinski posed the following questions to Mr. Wrathell:

**Ms. Kilinski:** Can you confirm that the lands subject to the Assessments receive special benefits related to the CDD's Capital Improvement Plan?

**Mr. Wrathell:** Yes.

**Ms. Kilinski:** Are the Master Assessments reasonably apportioned among the lands subject to the Special Assessments?

**Mr. Wrathell:** Yes.

- E. Consideration of Resolution 2024-36, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefited by Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special**

Assessments by the Methods Provided for by Chapters 170, 190, and 197, Florida Statutes; Confirming the District's Intention to Issue Special Assessment Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date

Mr. Wrathell presented Resolution 2024-36 and read the title.

The following change was made to Resolution 2024-36:

Page 7 "Section 10" and where necessary": Change "Leon County" to "St. Johns County"

On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, Resolution 2024-36, as amended, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefited by Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 170, 190, and 197, Florida Statutes; Confirming the District's Intention to Issue Special Assessment Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date, was adopted.

#### FIFTH ORDER OF BUSINESS

Public Hearing to Hear Public Comments and Objections to the Adoption of the Rules of Procedure, Amenity Rules, Amenity Rates, and Disciplinary Rule Pursuant to Sections 120.54 and 190.035, Florida Statutes

##### A. Affidavits of Publication

The affidavits of publication were included for informational purposes.

##### B. Consideration of Resolution 2024-37, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the Public Hearing was opened.

No members of the public spoke.

**On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the Public Hearing was closed.**

Mr. Wrathell presented Resolution 2024-37.

**On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, Resolution 2024-37, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

**C. Consideration of Resolution 2024-38, Adopting a Suspension and Termination Rule; Adopting Rates, Fees and Charges; Providing a Severability Clause; and Providing an Effective Date**

Ms. Kilinski presented Resolution 2024-38 and the Facility Rule in Exhibit A, which includes rates to be incorporated for the annual user fee. This additional Rule was advertised in conjunction with the Rules of Procedure public hearing due to the high cost of advertising. These Rules will be used by Amenity Staff, when necessary, to preserve a safe and enjoyable environment.

**On MOTION by Mr. Dudley and seconded by Mr. Roberts, with all in favor, Resolution 2024-37, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

**SIXTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year 2023/2024 and Fiscal Year 2024/2025 Budgets**

**A. Affidavit of Publication**

The affidavit of publication was included for informational purposes.



**B. Consideration of Resolution 2024-39, Relating to the Annual Appropriations and Adopting the Budget for the Remainder of the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date**

Mr. Wrathell presented Resolution 2024-39. He reviewed the proposed Fiscal Year 2024 and Fiscal Year 2025 budgets, which are Landowner-funded budgets with expenses funded as they are incurred.

**On MOTION by Mr. Dudley and seconded by Mr. Roberts, with all in favor, the Public Hearing was opened.**

No affected property owners or members of the public spoke.

**On MOTION by Mr. Dudley and seconded by Mr. Roberts, the Public Hearing was closed.**

**On MOTION by Mr. Dudley and seconded by Mr. Roberts, with all in favor, Resolution 2024-39, Relating to the Annual Appropriations and Adopting the Budget for the Remainder of the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.**

#### **SEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of April 30, 2024**

**On MOTION by Mr. Dudley and seconded by Mr. Roberts, with all in favor, the Unaudited Financial Statements as of April 30, 2024, were accepted.**

#### **EIGHTH ORDER OF BUSINESS**

**Approval of Minutes**

**A. April 10, 2024 Landowners Meeting**

**B. April 10, 2024 Organizational Meeting**

On MOTION by Mr. Dudley and seconded by Mr. Roberts, with all in favor, the April 10, 2024 Landowners' Meeting and Organizational Meeting Minutes, as presented, were approved.

**▪ Fiscal Year 2023/2024 and Fiscal Year 2024/2025 Budget Funding Agreement**

This item was an addition to the agenda.

Mr. Wrathell stated this item was discussed in detail at the Organizational Meeting but no motion was made. The Budget Funding Agreements were presented for ratification.

On MOTION by Mr. Dudley and seconded by Mr. Roberts, with all in favor, the Fiscal Year 2023/2024 and Fiscal Year 2024/2025 Budget Funding Agreements, were ratified.

**NINTH ORDER OF BUSINESS****Staff Reports****A. District Counsel: Kilinski | Van Wyk PLLC**

Ms. Kilinski stated the bond validation hearing is scheduled for July 30, 2024.

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

There was no report.

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

- **NEXT MEETING DATE: July 15, 2024 at 11:00 AM**

- **QUORUM CHECK**

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

There were no Board Members' comments or requests.

**ELEVENTH ORDER OF BUSINESS****Public Comments**

No members of the public spoke.

280

281 **TWELFTH ORDER OF BUSINESS**

**Adjournment**

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283 **On MOTION by Mr. Dudley and seconded by Mr. Roberts, with all in favor, the**  
284 **meeting adjourned at 11:46 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**ORANGE BRANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**



ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>St. Johns County Service Center, Julington Creek Branch Multipurpose Room  725 Flora Branch Blvd., St. Johns, Florida 32259  <sup>1</sup>Location Unavailable</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2024 <sup>1</sup> <b>CANCELED</b>	Regular Meeting	11:00 AM
November 18, 2024 <b>CANCELED</b>	Regular Meeting	11:00 AM
December 16, 2024 <b>CANCELED</b>	Regular Meeting	11:00 AM
January 20, 2025 <sup>1</sup> <b>CANCELED</b>	Regular Meeting	11:00 AM
February 17, 2025 <sup>1</sup> <b>CANCELED</b>	Regular Meeting	11:00 AM
March 17, 2025 <b>CANCELED</b>	Regular Meeting	11:00 AM
April 21, 2025 <b>CANCELED</b>	Regular Meeting	11:00 AM
May 19, 2025 <i>rescheduled to May 28, 2025</i>	Regular Meeting	11:00 AM
May 28, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	10:00 AM
June 16, 2025	Regular Meeting	11:00 AM
July 21, 2025	Regular Meeting	11:00 AM
August 18, 2025	Regular Meeting	11:00 AM
September 15, 2025	Regular Meeting	11:00 AM