

ORANGE BRANCH

**COMMUNITY DEVELOPMENT
DISTRICT**

August 18, 2025

**BOARD OF SUPERVISORS
PUBLIC HEARING AND
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

August 11, 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 Public Hearing and Regular Meeting on August 18, 2025 at 11:00 a.m., at the Del Webb Saint Johns, 91 Skipping Stone Court, St. Johns, Florida 32259. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Austen Roberts [Seat 2]
4. Consider Appointment to Fill Unexpired Term of Seat 2; *Term Expires November 2028*
 - Administration of Oath of Office to Appointed Supervisor *(the following to be provided under separate cover)*
 - 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
5. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 2026*
 - Administration of Oath of Office to Appointed Supervisor
6. Consideration of Resolution 2025-04, Electing and Removing Officers of the District, and Providing for an Effective Date
7. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
 - A. Proof/Affidavit of Publication

ATTENDEES:

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

NOTE: Meeting Location

- B. Consideration of Resolution 2025-05, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date
8. Consideration of Fiscal Year 2025/2026 Budget Funding Agreement
9. Consideration of Landings at St. Johns Phase 1C Acquisition Package
10. Consideration of Special Districts Performance Measures and Standards Reporting FY2026
 - Authorization of Chair to Approve Findings Related to 2025 Special Districts Performance Measures and Standards Reporting
11. Ratification Items
 - A. England-Thims & Miller, Inc. Continuing Engineering Services Agreement
 - B. First Choice Aquatics Inc. Aquatic Management Services Agreement
 - C. FirstService Residential Florida, Inc., Agreement for Field Management Services
12. Acceptance of Unaudited Financial Statements as of June 30, 2025
13. Approval of May 28, 2025 Regular Meeting Minutes
14. Staff Reports
 - A. District Counsel: *Kilinski | Van Wyk PLLC*
 - B. District Engineer: *England-Thims & Miller, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 0 Registered Voters in District as of April 15, 2025
 - NEXT MEETING DATE: September 15, 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 |

15. Board Members' Comments/Requests

16. Public Comments

17. Adjournment

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Ernesto J. Torres", is written over a light blue horizontal line.

Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Orange Branch Community Development District
Attn: Ernesto Torres, District Managers
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Austen Roberts
Printed Name

Date: August 6, 2025
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Orange Branch Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and ☐ personally presented at a duly noticed meeting of the Board of Supervisors, ☒ scanned and electronically transmitted to gillyardd@whhassociates.com or ☐ faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

DocuSigned by:

C873611A55AB43C...
Signature

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

6

RESOLUTION 2025-04

**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 August 18, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of August 18, 2025:

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

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Felix Rodriguez is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 18th day of August, 2025.

ATTEST:

**ORANGE BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

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

07/31/2025, 08/07/2025

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/07/2025

Legal Clerk

Notary, State of WI. County of Brown

My commission expires

| | | |
|-------------------|---------------------|--------------|
| Publication Cost: | \$206.00 | |
| Tax Amount: | \$0.00 | |
| Payment Cost: | \$206.00 | |
| Order No: | 11528944 | # of Copies: |
| Customer No: | 1403114 | 1 |
| PO #: | 2026 Budget Hearing | |

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Orange Branch Community Development District ("District") will hold a public hearing on August 18, 2025, at 11:00 a.m. at the Del Webb St. Johns Landing Community Center, 9" Skipping Stone Court, St. Johns, FL 32259, for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2026"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, located at Wrathell Hunt & Associates, LLC, 2300 Glades Road, Boca Raton, FL 33431, Tel: (561) 571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://orangebranchcdd.net>.

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

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for assistance in contacting the District Manager's Office.

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

Wrathell Hunt & Associates, LLC
District Manager
07/31/25 08/07/25 #11528944

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

7B

RESOLUTION 2025-05

THE ANNUAL APPROPRIATION RESOLUTION OF THE ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2025, submitted to the Board of Supervisors ("**Board**") of the Orange Branch Community Development District ("**District**") proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"), along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two (2) days before the public hearing; and

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

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

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

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2026, the sum of \$746,365 to be raised by developer funding, the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

| | |
|--------------------|------------------|
| TOTAL GENERAL FUND | <u>\$746,365</u> |
| TOTAL ALL FUNDS | \$746,365 |

SECTION 3. BUDGET AMENDMENTS

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

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within five (5) days after adoption and remain on the website for at least two (2) years.

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

PASSED AND ADOPTED THIS 18TH DAY OF AUGUST 2025.

ATTEST:

**ORANGE BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget for Fiscal Year 2026

Exhibit A: Adopted 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 |
| REVENUES | | | | | |
| Landowner contribution | \$ 98,790 | \$ 33,222 | \$ 65,568 | \$ 98,790 | \$ 746,365 |
| Total revenues | 98,790 | 33,222 | 65,568 | 98,790 | 746,365 |
| EXPENDITURES | | | | | |
| Professional & administrative | | | | | |
| 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 |
| Amenity Center | | | | | |
| 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 | |
| Field operations | | | | | |
| 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>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</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 & 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

8

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

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of October 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 c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"); and

PULTE HOME COMPANY, LLC, a Michigan limited liability company authorized to transact business in Florida, with a mailing address of 12724 Gran Bay Parkway W. Suite 200, Jacksonville, Florida 32258 (the "Developer", together, the "Parties", and separately "Party").

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners for St. Johns County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer is the primary developer of the portions of all real property described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Property") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund Budget for Fiscal Year 2025/2026, which begins October 1, 2025, and ends September 30, 2026 (the "Budget"); and

WHEREAS, the Budget, which both Parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, Developer agrees that the District activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and the District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

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

SECTION 2. Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the District's Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budget or otherwise. These payments are made by Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

SECTION 3. The District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the execution of this Agreement. If Developer fails to pay sums due according to the terms of this Agreement, at the District Manager's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when Developer has demonstrated, in the District's sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder.

SECTION 4. This Section provides for alternative methods of collection. In the event Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides Developer with written notice of the delinquency to the address identified in this Agreement

and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

A. In the alternative or in addition to the collection method set forth in Section 2 above, the District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for St. Johns County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing Party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

B. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B** and **C**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the St. Johns County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

SECTION 5. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

SECTION 6. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each Party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 7. This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld.

SECTION 8. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Sections 3 and 4 above.

SECTION 9. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a

formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agrees to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the applicable adopted Budget to fund any budgeted expenses that may arise during the remainder of the applicable fiscal year. Upon confirmation of the deposit of said funds into escrow, and evidence of an assignment to, and assumption by the purchaser, of this Agreement, Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated. Developer shall give ninety (90) days' prior written notice to the District under this Agreement of any such sale or disposition.

SECTION 10. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Parties agree and consent to, for the purposes of venue, the exclusive jurisdiction of the courts of St. Johns County, Florida.

SECTION 11. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

SECTION 12. 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 13. This Agreement shall be effective after execution by both Parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 14. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer 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, Developer 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 Developer 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 Developer'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 Developer, Developer 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. Developer acknowledges that the designated Public Records Custodian for the District is **Daphne Gillyard**.

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

SECTION 15. 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 & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

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

B. If to Developer: Pulte Home Company, LLC
12724 Gran Bay Parkway W, Suite 200
Jacksonville, Florida 32258
Attention: Justin Dudley

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.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

PULTE HOME COMPANY, LLC

**ORANGE BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: _____

Its: _____

Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description of the Property

A portion of Section 44 of the Francis P. Fatio Grant, Township 5 South, Range 26 East, together with a portion of Section 39 of the Francis P. Fatio Grant, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of Lot 60, as depicted on Greenbriar Section One, a plat recorded in Map Book 14, pages 57 and 58, of the Public Records of said county, said corner lying on the Westerly line of said Greenbriar Section One; thence South $00^{\circ}00'19''$ West, along said Westerly line, 2196.01 feet to the Southwesterly corner thereof and the Point of Beginning.

From said Point of Beginning, thence Easterly along the Southerly line of said Greenbriar Section One the following 4 courses: Course 1, thence North $81^{\circ}27'44''$ East, departing said Westerly line, 265.83 feet; Course 2, thence North $71^{\circ}08'42''$ East, 576.79 feet; Course 3, thence North $68^{\circ}03'47''$ East, 705.28 feet; Course 4, thence South $76^{\circ}29'16''$ East, 385.65 feet to the Southeasterly corner thereof; thence South $76^{\circ}27'59''$ East, along the Southerly line of Bartram Ranch-Phase 2, a plat recorded in Map Book 103, pages 73 through 79, of said Public Records, a distance of 666.42 feet; thence South $06^{\circ}02'36''$ West, continuing along said Southerly line of Bartram Ranch-Phase 2 and along the boundary line of those lands described in School Concurrency Proportionate Share Mitigation Agreement, recorded in Official Records Book 3293, page 1236, of the Public Records of said county, 701.43 feet; thence along the boundary line of said School Concurrency Proportionate Share Mitigation Agreement the following 6 courses: Course 1, thence South $12^{\circ}30'53''$ West, 346.83 feet; Course 2, thence South $03^{\circ}10'59''$ West, 708.00 feet; Course 3, thence South $03^{\circ}09'59''$ East, 112.14 feet; Course 4, thence South $87^{\circ}26'15''$ East, 2542.66 feet; Course 5, thence North $06^{\circ}30'08''$ West, 1167.26 feet to the point of curvature of a curve concave Easterly having a radius of 310.00 feet; Course 6, thence Northerly along the arc of said curve, through a central angle of $19^{\circ}28'59''$, an arc length of 105.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $03^{\circ}14'22''$ East, 104.91 feet; thence North $12^{\circ}58'51''$ East, continuing along said boundary line and along the Easterly line of those lands described and recorded in Official Records Book 4689, page 1620, of said Public Records, 1265.91 feet to the point of curvature of a curve concave Southwesterly having a radius of 315.00 feet; thence Northwesterly, continuing along said Easterly line and along the arc of said curve, through a central angle of $90^{\circ}00'00''$, an arc length of 494.80 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $32^{\circ}01'09''$ West, 445.48 feet; thence North $77^{\circ}01'09''$ West, continuing along said Easterly line, 315.00 feet to a point lying on the Easterly line of Bartram Ranch-Phase 1A and 1B, a plat recorded in Map Book 99, pages 52 through 62, of said Public Records; thence North $12^{\circ}58'51''$ East, departing said Easterly line of Official Records Book 4689, page 1620, and along said Easterly line of Bartram Ranch-Phase 1A and 1B, a distance of 1127.10 feet to its intersection with the Southerly right of way line of Greenbriar Road (County Road No. 11), a variable width

right of way as presently established; thence Easterly along said Southerly right of way line the following 3 courses: Course 1, thence South 77°11'27" East, departing said Easterly line, 571.02 feet; Course 2, thence North 12°48'33" East, 17.00 feet; Course 3, thence South 77°11'27" East, 703.15 feet to the Northwesterly corner of those lands described and recorded in Official Records Book 3350, page 580, of said Public Records; thence along the boundary line of said Official Records Book 3350, page 580, the following 26 courses: Course 1, thence South 13°53'42" West, departing said Southerly right of way line, 766.61 feet; Course 2, thence North 47°42'40" East, 64.29 feet; Course 3, thence North 38°52'53" East, 51.64 feet; Course 4, thence North 48°20'37" East, 157.06 feet; Course 5, thence North 83°30'42" East, 69.02 feet; Course 6, thence South 81°01'57" East, 53.04 feet; Course 7, thence South 40°22'47" East, 74.35 feet; Course 8, thence South 11°32'49" East, 98.86 feet; Course 9, thence South 25°14'18" West, 66.75 feet; Course 10, thence South 55°13'46" West, 49.22 feet; Course 11, thence North 79°46'14" West, 69.61 feet; Course 12, thence North 75°44'32" West, 66.50 feet; Course 13, thence North 89°46'43" West, 76.62 feet; Course 14, thence South 58°36'50" West, 61.55 feet; Course 15, thence South 48°14'03" West, 54.25 feet; Course 16, thence South 78°07'36" West, 40.91 feet; Course 17, thence South 13°53'42" West, 89.54 feet; Course 18, thence South 76°42'29" East, 750.95 feet; Course 19, thence North 13°17'31" East, 13.86 feet; Course 20, thence North 39°30'39" East, 110.52 feet; Course 21, thence North 59°05'53" East, 107.59 feet; Course 22, thence North 69°59'48" East, 66.45 feet; Course 23, thence North 64°19'06" East, 104.92 feet; Course 24, thence North 41°22'33" East, 165.79 feet; Course 25, thence North 43°27'00" East, 225.21 feet; Course 26, thence North 00°13'17" East, 9.11 feet to a point lying on the Southerly line of Parcel 5B, as described and recorded in Official Records Book 1389, page 1335, of said Public Records; thence South 77°11'27" East, departing said boundary line and along said Southerly line, 73.27 feet to the Southeasterly corner of said Parcel 5B; thence North 12°48'33" East, along the Easterly line of said Parcel 5B, 331.00 feet to the Northeasterly corner thereof, said corner lying on said Southerly right of way line of Greenbriar Road; thence South 77°11'27" East, along said Southerly right of way line, 2453.77 feet to the Northwesterly corner of Parcel G, as described and recorded in Official Records Book 807, page 564, of said Public Records; thence South 12°48'12" West, departing said Southerly right of way line, along the Westerly line of said Parcel G, along the Westerly line of those lands described and recorded in Official Records Book 2471, page 683, along the boundary line of Parcel "A", as described and recorded in Official Records Book 3863, page 1633, and along the Westerly line of Tract "C-1", as depicted on Enclave at Rivertown-Phase Two-A, a plat recorded in Map Book 83, pages 10 through 31, all of said Public Records, a distance of 5247.50 feet to an angle point on said Westerly line of Tract "C-1"; thence South 75°55'11" West, continuing along said Westerly line of Tract "C-1", along the Northerly line of Arbors at Rivertown-Phase One, a plat recorded in Map Book 101, pages 52 through 68, of said Public Records, and along said boundary line of Parcel "A", a distance of 3755.76 feet; thence North 77°09'43" West, continuing along said boundary line, 4900.05 feet; thence North 00°00'19" East, continuing along said boundary line, 3712.61 feet to the Point of Beginning.

Containing 963.43 acres, more or less.

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

9



May 30, 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 1C

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 **\$4,374,383.35**, 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: _____
Its: _____

District Acceptance:

**ORANGE BRANCH COMMUNITY
DEVELOPMENT AGREEMENT**

Chairperson, Board of Supervisors

Exhibit A – Description of Improvements and Work Product – Phase 1C

EXHIBIT A
Description of Improvements and Work Product – Phase 1C

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:

| <u>Contractor</u> | <u>Invoice Date</u> | <u>Reimbursable Cost</u> |
|--|----------------------------|---------------------------------|
| Vallencourt Construction Co., Inc. (Improvements – Phase 1B) | | \$4,374,383.35 |
| | | |
| | | |
| | | |
| <i>Subtotal</i> | | \$4,374,383.35 |
| | | |
| TOTAL | | \$4,374,383.35 |

And constructed on the areas depicted as *Phase 1C* on the map of Phase 1 below:



AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF _____

I, _____, 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 _____, and I am _____ 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 ____ day of May 2025.

AFFIANT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this 30th day of April 2025, by _____, 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. _____

My Commission Expires: _____

EXHIBIT A
Description of Improvements and Work Product – Phase 1C

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:

| <u>Contractor</u> | <u>Invoice Date</u> | <u>Reimbursable Cost</u> |
|---|--------------------------------|---------------------------------|
| Vallencourt Construction Co., Inc. (Improvements – Phase 1BA) | | \$4,374,383.35 |
| | | |
| | | |
| | | |
| <i>Subtotal</i> | | \$4,374,383.35 |
| | | |
| TOTAL | | \$4,374,383.35 |

And constructed on the areas depicted as *Phase 1C* on the map of Phase 1 below:



ACKNOWLEDGMENT AND RELEASE

THIS ACKNOWLEDGMENT AND RELEASE is made the ____ day of May 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 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

[print name]

[print name]

VALLENCOURT CONSTRUCTION CO., INC., a
Florida corporation

By: _____
Its: _____

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:

| <u>Contractor</u> | <u>Invoice Date</u> | <u>Reimbursable Cost</u> |
|---|----------------------------|---------------------------------|
| Vallencourt Construction Co., Inc. (Improvements – Phase 1BA) | | \$4,374,383.35 |
| | | |
| <i>Subtotal</i> | | \$4,374,383.35 |
| | | |
| TOTAL | | \$4,374,383.35 |

And constructed on the areas depicted as *Phase 1C* on the map of Phase 1 below:



DISTRICT ENGINEER'S CERTIFICATE

May __, 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.

Name: George Katsaras, P.E.
Its: Vice President
Florida Registration No. 54679
District Engineer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __ day of May 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: _____

Exhibit A
Description of Improvements and Work Product – Phase 1C

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

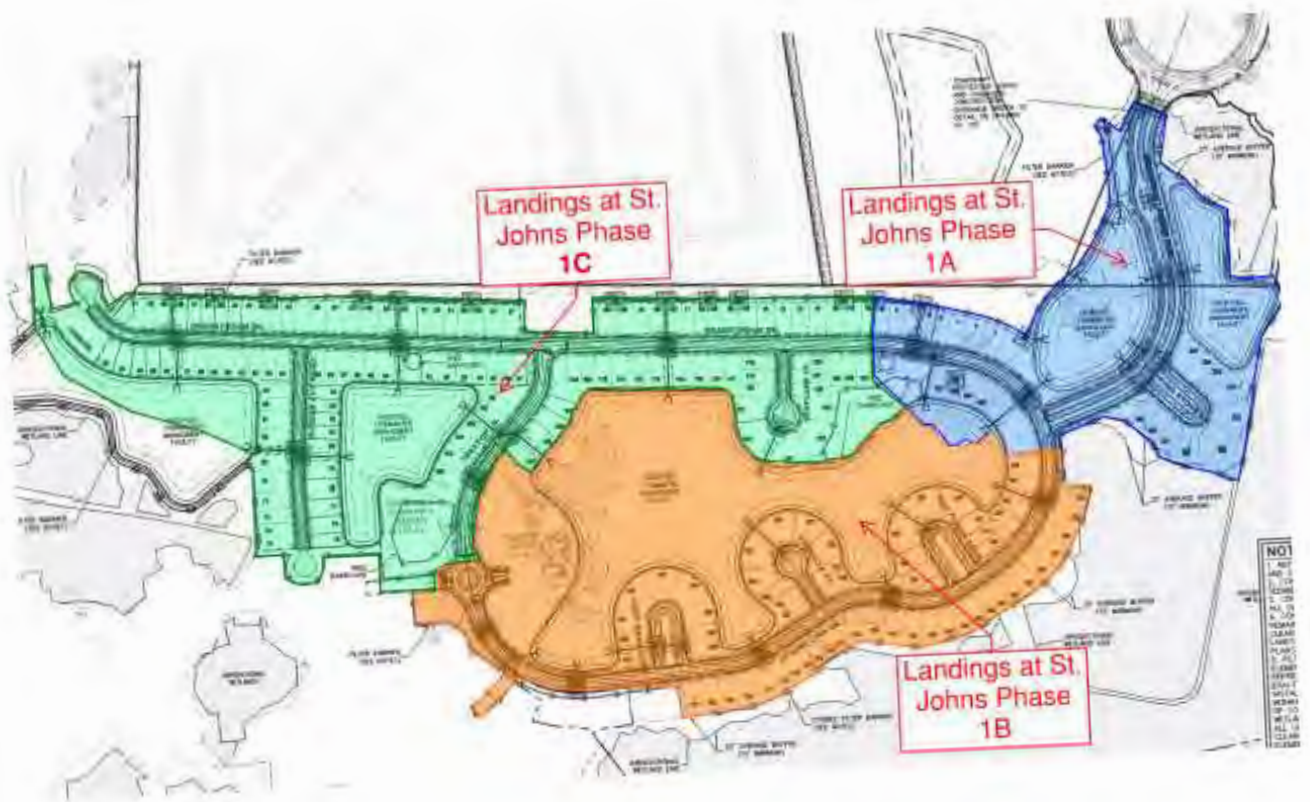
Work Product

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:

| <u>Contractor</u> | <u>Invoice Date</u> | <u>Reimbursable Cost</u> |
|---|----------------------------|---------------------------------|
| Vallencourt Construction Co., Inc. (Improvements – Phase 1BA) | | \$4,374,383.35 |
| | | |
| | | |
| | | |
| <i>Subtotal</i> | | \$4,374,383.35 |
| | | |
| TOTAL | | \$4,374,383.35 |

And constructed on the areas depicted as *Phase 1C* on the map of Phase 1 below:



BILL OF SALE

BILL OF SALE AND LIMITED ASSIGNMENT

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this ___ day of May 2025, by **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 12724 Gran Bay Parkway West, Ste 200, Jacksonville, FL 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 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this ____ day of May 2025.

Signed, sealed and delivered by:

PULTE HOME COMPANY, LLC

By: _____

Print: _____

Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

I HEREBY CERTIFY that on this ____ 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)

Print Name:
Notary Public, State of Florida
My Commission No.:
My Commission Expires:

Exhibit A – Description of Improvements and Work Product – Phase 1C

EXHIBIT A

Description of Improvements and Work Product – Phase 1C

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.

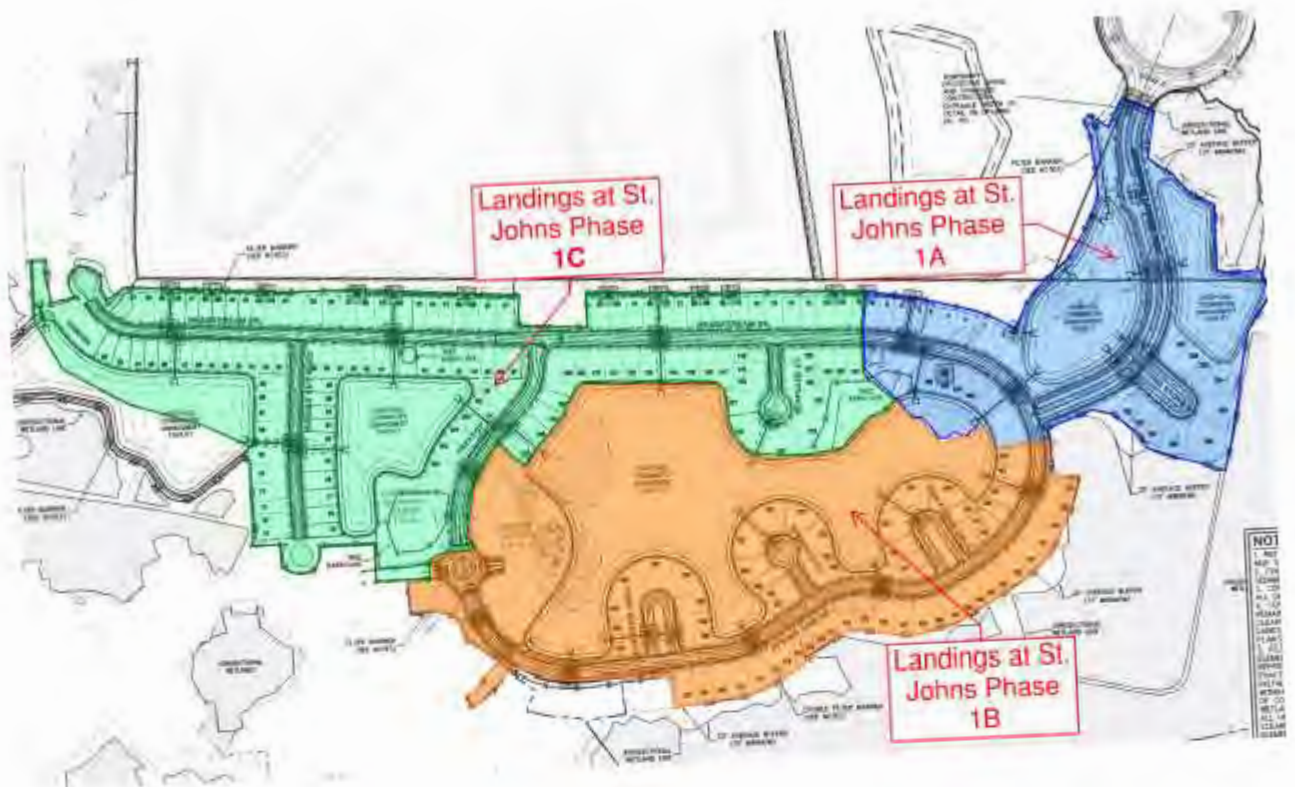
Work Product

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:

| <u>Contractor</u> | <u>Invoice Date</u> | <u>Reimbursable Cost</u> |
|---|--------------------------------|---------------------------------|
| Vallencourt Construction Co., Inc. (Improvements – Phase 1BA) | | \$4,374,383.35 |
| | | |
| | | |
| | | |
| <i>Subtotal</i> | | \$4,374,383.35 |
| | | |
| TOTAL | | \$4,374,383.35 |

And constructed on the areas depicted as *Phase 1C* on the map of Phase 1 below:



BILL OF SALE

THIS BILL OF SALE is made as of this ___ day of May 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 **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 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 ___ day of May 2025.

Signed, sealed and delivered by:

**ORANGE BRANCH COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Print: _____
Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

I HEREBY CERTIFY that on this ___ day of May 2025, before me by means of ☐ physical presence or ☐ online notarization appeared _____, 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)

Print Name:
Notary Public, State of Florida
My Commission No.:
My Commission Expires:

Exhibit A – Description of Improvements

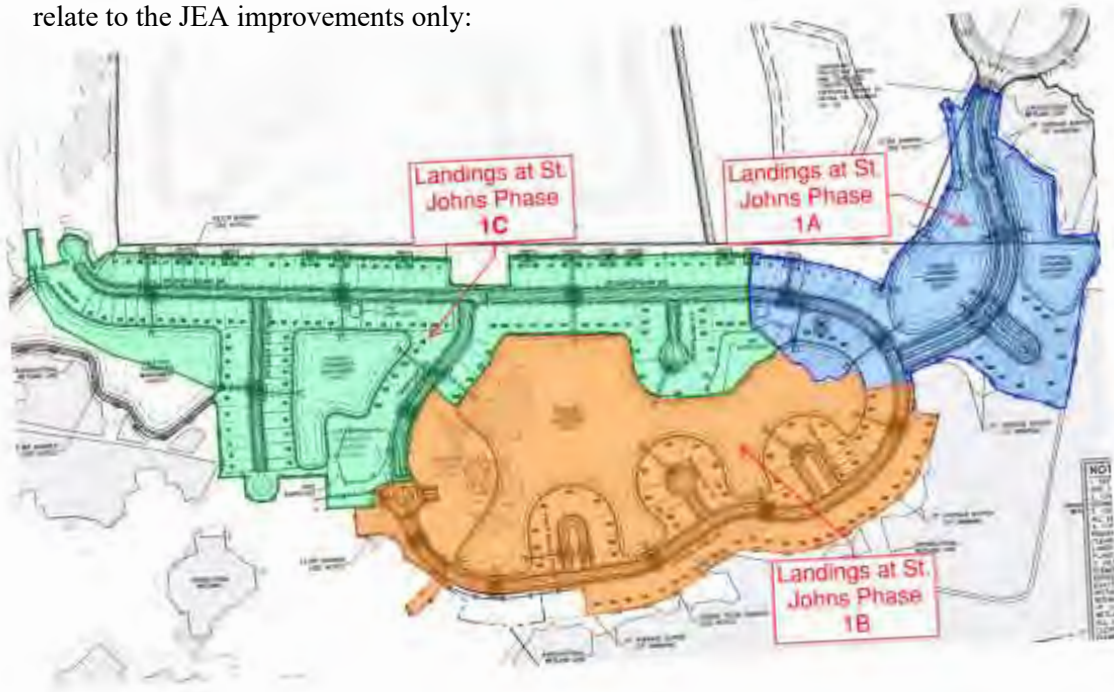
Exhibit A
Description of Improvements

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 1C* on the map of Phase 1 below as they relate to the JEA improvements only:



ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

10

**Orange Branch Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026**

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

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

Standard: A minimum of two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

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

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

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

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

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

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

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

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

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

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

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

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

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

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

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

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

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

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

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

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

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

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Orange Branch Community Development District

District Manager: _____

Date: _____

Print Name: Ernesto Torres

Orange Branch Community Development District

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

CONTINUING ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 29th 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, and Engineer shall not be entitled to any compensation for work performed in excess of the authorized amount without prior written approval from the District. 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 engineering services. The District may terminate this Agreement at any time without cause upon thirty (30) days written notice. The Engineer may terminate this Agreement upon sixty (60) days written notice to the District. 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 paid for in full 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 to the extent paid for in full 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. Engineer shall provide cost estimates based on current market conditions and its professional experience. While Engineer cannot guarantee exact costs, estimates shall be prepared with reasonable accuracy and Engineer shall promptly notify the District in writing if it becomes aware of any circumstances that may cause actual costs to deviate materially from the estimates provided. 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, maintain the insurance for at least five (5) years after the termination or expiration of this Agreement. Engineer shall provide proof of continued coverage annually during this period.

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 materially 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 perform its work under this Agreement in a manner as is ordinarily exercised under similar conditions and like circumstances by persons employed in the same or similar professions in the State in which the Project is located. 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 reasonable 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 and hold the District and the District's officers and employees harmless from liabilities, damages, losses, costs, expenses, claims, actions, judgments, and reasonable attorneys' fees and legal expenses, including those incurred at trial and on appeal arising out of or resulting from negligent acts, errors, or omissions of Engineer, its employees, agents, subcontractors, or anyone for whose acts any of them may be liable. Engineer's indemnification of the District shall be to the fullest extent permitted by law for Engineer's own negligence, recklessness, or intentionally wrongful conduct. 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 (2025), 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, subject to prior written approval from the District and pursuant to Section 8 herein.

SECTION 25. TERMINATION. The District may terminate this Agreement for cause immediately upon written notice to Engineer. Cause shall include, but not be limited to: (i) Engineer's failure to perform the services in accordance with this Agreement; (ii) breach of any provision of this Agreement; (iii) violation of applicable laws and regulations; (iv) loss or suspension of necessary licenses or certifications; or (v) any other act or omission that materially impairs the Engineer's ability to perform its duties. 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 and accepted by the District to the date of the notice of termination, subject to any offsets, claims, or damages 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, warranties, guarantees, or incurring any financial obligations, and Engineer shall have no authority to

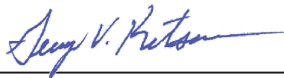
represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

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. Engineer 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.

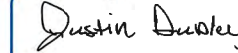


By: George Katsaras

Its: Vice President

**ORANGE BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:



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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 according to specific timelines and milestones to be mutually agreed upon in writing 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 B

AQUATIC MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made effective the 1st day of July 2025, by and between:

ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida, with a mailing address c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

FIRST CHOICE AQUATICS INC., a Florida corporation, with a mailing address of 14289 Denton Road, Jacksonville, FL 32226 (“**Contractor**” and, together with the District, “**Parties**”).

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*, by ordinance adopted by the St. Johns County Board of County Commissioners; and

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

WHEREAS, the District has a need to retain an independent contractor to provide aquatic management services, as more particularly described in **Exhibit A** (the “**Services**”) attached hereto and incorporated herein by reference, for the four (4) ponds identified at **Exhibit B** (“**Ponds**”) attached hereto and incorporated herein by reference; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement and the District is amenable to the same; 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 mutual covenants contained in this Agreement, it is agreed that 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:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that Contractor provide professional aquatic management services within presently accepted standards. Upon all Parties signing this Agreement, Contractor shall provide the District with the Services to the Ponds identified in **Exhibit B**, attached hereto. Contractor shall inspect the Ponds a minimum of one (1) time per month and provide written documentation of each inspection within 48 hours to the District Representative for the term of this Agreement.

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 provide the Services as described in **Exhibit A** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities 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.
- E. At no time shall Contractor use any products, compounds, or materials that contain copper in any form in any of the water bodies within the Ponds unless such products, compounds, or materials are specifically approved for usage in water bodies by both the U.S. Environmental Protection Agency and the State of Florida. Prior to using any chemical treatments, Contractor shall provide the District Representative with a list of all products to be used. Usage of such products, compounds, or materials must also be in compliance with applicable St. Johns River Water Management District (“**SJRWMD**”) rules and any and all SJRWMD permits issued to the District.
- F. If the District Representative, as defined herein, identify any deficient areas, the District Representative shall notify the Contractor whether through a written report or otherwise. Contractor shall, within the time period specified by the District Representative, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District.

SECTION 3. ACCEPTANCE OF THE SITE. By executing this Agreement, Contractor agrees that Contractor was able to inspect the Ponds prior to the time of the execution of this Agreement, and that Contractor agrees to be responsible for the care, health, and maintenance of the existing Ponds, regardless of the current condition of the Ponds and at no additional charge to the District unless specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing Ponds were not in good condition or otherwise differ materially from conditions ordinarily encountered.

SECTION 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 work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District through its designated representatives.

- 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 Contractor as if described and delineated in this Agreement.
- B. 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 District Representative, authorizes Contractor, in writing, to perform such work.

- C. The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement (each a "**District Representative**"). The District Representatives 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. This authority shall include but not be limited to verification of correct timing of services to be performed and methods of performance provided that no direction shall obviate Contractor's obligations as an expert in the field to provide the Services in conformance with aquatic management best practices. The District hereby designates its District Manager, Ernesto Torres of Wrathell, Hunt & Associates, LLC, to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.
- (1) Upon request by the District Representative, Contractor agrees to meet with the District Representative to walk the Ponds to discuss conditions, schedules, and items of concern regarding this Agreement.
 - (2) Contractor shall provide to the District Representatives a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month.
- D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to commence repair of any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

- A. As compensation for Services described in this Agreement, the District agrees to pay Contractor **Seven Hundred Fifty-Five and No/100 Dollars (\$755.00)** per month, for a total annual amount not to exceed **Nine Thousand, Sixty and No/100 Dollars (\$9,060.00)** for all Services described herein, consistent with the specifications set forth in **Exhibit A**. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Representative in accordance with the detailed and/or specification pricing provided in Contractor's proposal to the District.
- B. The initial term of this Agreement shall be for one year from the date first listed above ("**Initial Term**"). At the end of the Initial Term, the Agreement shall automatically renew for additional one-year terms at the same price, provided that neither party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term and subject to the same contract provisions as the Initial Term, unless terminated by either party in accordance with the provisions of this Agreement. Notwithstanding anything to the contrary herein, Contractor's performance and the District's obligation to pay under this Agreement are contingent upon an annual appropriation by the District's Board of Supervisors and the levy of a valid operations and maintenance special assessment. In the event that such annual appropriation is not made, this Agreement shall be terminated with

no further obligations of the Contractor.

- C. If the District should desire additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services and such additional work or services shall be fully performed by Contractor after prior approval of a required Additional Services Order (“ASO”). Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District first authorizes Contractor to perform such additional work or services through an authorized and fully executed ASO. Contractor shall be compensated for such agreed additional work or services based upon a payment amount derived from the prices set forth in Contractor’s proposal pricing, attached hereto as part of **Exhibit A**. Nothing herein shall be construed to require the District to use Contractor for any such additional work or services, and the District reserves the right to retain a different contractor to perform any additional work or services.

- D. The District may require, as a condition precedent to making any payment to 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 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 Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that 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.

- E. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, an itemized list of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the Services were provided, photographic documentation of services performed, copies of any inspection reports, and the address or bank information to which payment is to be remitted. Consistent with Florida’s Prompt Payment Act, Section 218.70 et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

SECTION 6. SUBCONTRACTORS. Contractor shall not award any of the Services to any subcontractor without prior written approval of the District. 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 relations between any subcontractor and the District.

SECTION 7. INSURANCE.

- A. Contractor, and any subcontractor performing work in accordance with this Agreement, shall maintain, at its sole cost and expense throughout the term of this Agreement and any renewal terms, the following insurance:
 - (1) Workers’ Compensation Insurance in accordance with the laws of the State of Florida.

- (2) Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate covering all work performed under this Agreement, including but not limited to, bodily injury and property damage liability, and covering at least the following hazard:
 - 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 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 Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - (5) Contractors Pollution Liability with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including coverage for herbicide and pesticide applications.
- B. The District and its respective staff, supervisors, officers, agents, and consultants shall be named as additional insureds on all above listed policies except Workers' Compensation and Employer's Liability Coverage. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement. Such insurance shall be considered primary and non-contributory with respect to the additional insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If 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 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. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due Contractor.

SECTION 8. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, 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.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor 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 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 action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, 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 10. 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 11. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within seven (7) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

SECTION 12. 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.

SECTION 13. 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.

SECTION 14. SUCCESSORS AND ASSIGNS. 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 Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 15. TERMINATION. The District agrees that Contractor may terminate this Agreement without cause by providing ninety (90) days' written notice. Contractor agrees that the District may terminate this Agreement immediately for cause by providing 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 Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor.

SECTION 16. PERMITS AND LICENSES. All permits and licenses required by any governmental agency for the Services shall be obtained and paid for by Contractor, unless such permits or licenses are required to be obtained directly by the District under applicable law. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of 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. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and 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.

SECTION 18. 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.

SECTION 19. 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 Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent the Exhibits attached hereto and this Agreement conflict, this Agreement shall control.

SECTION 21. 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 the District and Contractor.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and

authority to comply with the terms and provisions of this instrument.

SECTION 23. NOTICES. All notices, requests, consents, and other communications under this Agreement (“**Notice**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, 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

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

B. If to Contractor: First Choice Aquatics Inc.
14289 Denton Road
Jacksonville, Florida 32226
Attn: Daniel Thomas

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 24. THIRD-PARTY BENEFICIARIES. This Agreement is solely and exclusively for the benefit of the District and Contractor 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 District and Contractor 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 District and Contractor and their respective representatives, successors, and assigns.

SECTION 25. 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.

SECTION 26. 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 three (3) business days 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 CUSTODIAN OF PUBLIC RECORDS AT GILLYARDD@WHHASSOCIATES.COM, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FL 33431, OR (561) 571-0010.

SECTION 27. 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.

SECTION 28. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Contractor as an arm’s length transaction. The District and Contractor 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.

SECTION 29. 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 Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 30. SCRUTINIZED COMPANIES STATEMENT. 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,

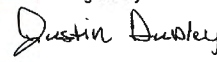
Florida Statutes, and in the event such status changes, Contractor shall notify the District within two (2) business days in writing. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with 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.

SECTION 31. 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, attached hereto as **Exhibit C** and incorporated herein, in compliance with Section 787.06(13), *Florida Statutes*.

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

**ORANGE BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

7/2/2025

DocuSigned by:

9C25053C157D41A...

By: Justin Dudley
Chairman, Board of Supervisors

FIRST CHOICE AQUATICS INC.

7/3/2025

DocuSigned by:

8FF9972BECFF4F3...

By: Daniel Thomas
Its: Owner

Exhibit A: Scope of Services
Exhibit B: Pond Map
Exhibit C: Anti-Human Trafficking Affidavit

Exhibit A **Scope Of Services**

1. First Choice Aquatics agrees to provide aquatic services in accordance with the terms and conditions of this agreement and within all governmental regulations for a period of twelve (12) months from the commencement of this agreement at the following location(s):

4 PONDS LOCATED AT 27 GREENBRIAR RD, FRUIT COVE FL. 32259

2. The effective date of this agreement is the first day of the month in which aquatic management services are first provided.
3. Minimum of Twelve (12) inspections with treatment are required (approximately once every 30 days)
4. All Included: Trash and debris removal on scheduled visits and keeping the culvert systems free of obstruction.
5. The Customer agrees to pay First Choice Aquatics the following sum(s) for specified aquatic management services. The initial treatment will be a total of **\$755.00**. Each monthly aquatic service will be a total of **\$755.00**. The Grass Carp stocking charge is **\$10.00 per fish**. Detailed service reports will be given following each treatment, and permitting for grass carp/ fish barrier installation will be included. Additional treatments will be provided as necessary, free of charge. In addition, First Choice Aquatics will provide free call back service within 24 hours.

Control Methods – Aquatic management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following methods and techniques where applicable for the control of aquatic weeds:

-Chemical Control – Chemical control consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and algae. When necessary and prior to treatment with aquatic herbicides and algaecides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival.

-Biological Control – Biological control consists of the stocking of weed eating fish. Customer acknowledges that prior to fish stocking, governmental permits may be required, and that there may be additional requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking and may be provided at no additional cost.

-Mechanical removal – Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of the aquatic weeds will be determined by mutual agreement between First Choice Aquatics and the customer. Mechanical removal of aquatic weeds may be performed at an additional cost to the client. This service fee is not included in this agreement.

-Trash Removal – Trash Removal consists of the physical removal of trash floating within and from the areas immediately surrounding the customers waterway(s) and may be provided at no additional cost.

Exhibit B
Pond Map

STJ FLA
THE LANDINGS
AT SAINT JOHNS

Del Webb
St. Johns

Pulte
HOMES
Greenbriar
Landing



Exhibit C
ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of First Choice Aquatics Inc., a Florida corporation (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: _____, 2025

FURTHER AFFIANT SAYETH NAUGHT.

FIRST CHOICE AQUATICS INC.

By:  _____

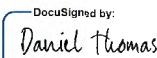
Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ☐ physical presence or ☐ remote notarization by _____, as _____, of First Choice Aquatics Inc., who is personally known to me or who produced _____ as identification this ____ day of _____, 2025.

 _____
Notary Public

(Notary Seal)

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS C

**AGREEMENT BETWEEN ORANGE BRANCH COMMUNITY
DEVELOPMENT DISTRICT AND FIRSTSERVICE RESIDENTIAL FLORIDA, INC.,
FOR FIELD MANAGEMENT SERVICES**

This Agreement ("Agreement") is made and entered into on the 17 of July, 2025 by and between:

ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and

FIRSTSERVICE RESIDENTIAL FLORIDA, INC., a Florida corporation, with a mailing address of 1601 SW 80th Terrace, Suite 300, Plantation, FL 33324 ("**Contractor**" or "**FirstService**" and, together with the District, the "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 purposes, among others, of owning, operating and maintaining various public infrastructure improvements, including landscape and irrigation improvements, parks and recreational improvements and related facilities; and

WHEREAS, the District is constructing certain improvements in the community, including landscape and irrigation improvements, hardscape, a pool, spa, outdoor fire pit, fitness center, pickleball courts, basketball court, recreation vehicle and boat storage, dog park, tot lot, outdoor pavilion with bathrooms, and an amphitheater (collectively, the "Amenity Facilities"); and

WHEREAS, upon completion of some or all of the Amenity Facilities, the District intends to provide for the management, operation and maintenance of the Amenity Facilities; and

WHEREAS, Contractor has experience in the management, operation, and maintenance of facilities like the Amenity Facilities and is willing to provide such management, operation, and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into an agreement with Contractor to provide management services for District common areas and Amenity Facilities; and

WHEREAS, the District desires to enter into a contractual relationship with Contractor to operate, manage, program and maintain the Amenity Facilities and to provide other services as described in this Agreement and the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (collectively, the "Services"), as may be amended from time to time at the discretion of the District.

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

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

2. **ENGAGEMENT OF SERVICES.** The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Amenity Facilities and other property of the District for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement, including that Contractor will not take a tax position inconsistent with it being a manager and not owner of the Amenity Facilities.

3. **SCOPE OF SERVICES.** Contractor shall provide the District with field management services for the Amenity Facilities as described in the Scope of Services attached hereto as **Exhibit A**, which scope is anticipated to change from time to time as additional portions of the Amenity Facilities are completed. In such event, the Parties will execute an addendum to this Agreement to amend the services and fees. To the extent any provisions of **Exhibit A** conflict with the express terms contained in this Agreement, the terms of this Agreement shall control.

4. **COMPENSATION.**

- a) District agrees to pay Contractor the sum(s) stipulated in Schedule I of this Agreement per month ("Contract Price"), on the first day of each month, or as otherwise stated herein to be paid bi-weekly in arrears subject to a validly submitted invoice with sufficient support, where available, as set forth herein.
- b) The Contract Price may be increased due to any increases in social security, Medicare, unemployment, minimum wage or other governmental imposed taxes or charges, and/or due to any increases in workers' compensation insurance rates as stipulated by NCCI, and will be a direct pass through to District effective at the start of the next fiscal year, provided that Contractor provides written documentation in support of any increase at least sixty (60) days prior to the District's budget adoption date.
- c) District will reimburse Contractor bi-weekly, in arrears, for actual wages paid (as per agreement by both parties) plus any labor rate and accrued benefits as stipulated in Schedule I if labor is provided on that basis.
- d) The compensation otherwise may only be amended by agreement in writing by both Parties.
- e) District agrees that all outstanding balances due in excess of forty-five (45) days from receiving an invoice conforming to the requirements set forth herein will be assessed interest at the maximum rate as allowed by law under the Local Government Prompt Payment Act on the unpaid balance. Further, in such event payment for on-site staff is more than fifteen (15) business days delinquent, Contractor will have the ability, notwithstanding anything to the contrary contained in this Agreement, to remove on-site staff members upon seven (7) business days' written notice to District. During the period of time that on-site staff members have been removed from the Amenity Facilities, Contractor will have no responsibility for performance of services under this Agreement that would be performed by on-site staff members. Further, Contractor will not be liable to District, its members or to owners, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action,

judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to Contractor's inability and/or failure to perform any of its duties and obligations under the Agreement during the period of time when Contractor's on-site staff members have been removed from the Amenity Facilities provided that such removal is due to failure to make payment under this section (e).

- f) In all cases, invoices to the District are due on the first day of every month, and such invoice will be paid in full no later than forty-five (45) days after District's receipt of the invoice. All invoices shall be paid in accordance with Florida's Local Government Prompt Payment Act, Section 218.70 through 218.80, Florida Statutes. Contractor shall provide, upon request, copies of employee timecards documenting the total hours worked and documentation of reimbursable expenses, where available. Failure to do so upon request may result in delayed payment. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.

5. GENERAL PROVISIONS.

- A. The Services provided by Contractor shall be as provided for in **Exhibit A** and as set forth in this Agreement. Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare and shall immediately address and correct such concerns.
- B. The Contractor will attend the Districts' Board of Supervisors' ("Board") meetings at the request of the District's Designee, shall prepare a report and submit it to the District Manager prior to the Board meeting and shall include substantive updates and information.
- C. The District may elect to add additional services to this Agreement upon mutual agreement by the Parties, as confirmed in a written addendum hereto. The District may discontinue all of the Services provided for herein pursuant to the termination provisions set forth herein or discontinue the provision of a portion of the services described herein immediately for cause or upon thirty (30) days written notice without cause, specifying the department or position(s) discontinued, in the Districts sole and absolute discretion. In such event, the Parties will execute an addendum to this Agreement with the revised staff and Services. Any addendums to this agreement will not take effect unless the Parties receive an opinion from bond counsel that the changes made thereby do not adversely affect the exclusion from gross income of interest on the bonds financing the managed property.
- D. At all times during operation of the Amenity Facilities, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. The needs of other properties shall not trump the responsible staffing of the Facilities. Contractor shall not utilize full-time employees hired by Contractor to staff Amenity Facilities at other Contractor properties without the express prior written approval of the District Manager, which approval will not be unreasonably withheld. Contractor shall not use District employees, if any, District property or any District

hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses. District employees shall not be utilized for the provision of the Services set forth herein.

- E. In consideration for the District's ability to elect to make any position, department or portion of this Agreement staffed by District employee(s) or an unaffiliated third-party contractor other than Contractor, Contractor shall not be entitled to any compensation in consideration for such election by the District. Should District elect to remove any position or services being provided by Contractor under this Agreement, the Parties will execute an addendum to this Agreement with the mutually agreed revised on-site staff and/or services.
- F. All positions staffed pursuant to this Agreement shall be employees or labor hired directly by the Contractor.
- G. Contractor is an independent contractor. Contractor shall have sole authority as an independent Contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. Contractor shall be liable for the performance, or lack thereof, of the Contractor's employees or labor staffed directly by the Contractor pursuant to this Agreement. Contractor shall solely be responsible for oversight, control, direction and management of all Contractor's employees and labor staffed directly by the Contractor pursuant to this Agreement providing services of functions at the District and shall defend, hold the District harmless and indemnify the District against any employment or other related claims arising from the same, unless caused by the District Board of Supervisor's actions and/or direction. The Contractor shall defend, hold the District harmless and indemnify the District to the extent Contractor is liable per Paragraph 11 of this Agreement.
- H. Contractor shall promptly respond to any and all emergencies or problems related to the Amenity Facilities and shall report to the District all known problems related to the Amenity Facilities.
- I. Contractor shall provide annual evaluations of all employees staffed at the District, including District employees that Contractor oversees, at a minimum. Such evaluations shall be standardized and provided in accordance with best employment practices. Contractor shall train employees with supervisory responsibilities, or cause such employees to be trained in human resources and employment best practices. This training at a minimum shall include such topics as performance management and terminations, corrective actions, social networking best practices and the do's and don'ts, harassment and discrimination, interviewing, and handling difficult employees/conflict resolution.
- J. All purchases made by any of the positions paid for pursuant to the Agreement or this Addendum will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District

procurement and purchases imposed by Florida law. The District will be responsible for all operating expenses pertaining to the day-to-day operation that will be reasonably necessary for a public purpose of the District. These will include, but not be limited to, the following: District telephone services, utilities, operating supplies, uniforms to the extent not provided for by Contractor as set forth herein, travel expenses for District employees consistent with the District's reimbursement policies, and other related expenses to District specific operations not a part of the responsibilities of Contractor. No expenditure in excess of the amount budgeted for such may be made without prior Board approval except in the event of an emergency, in which case the Contractor shall report such expenditure and the reason for the emergency expense to the District Manager as soon as possible, but in no event later than seventy-two (72) hours.

- K. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost, provided that for emergency expenditures exceeding \$1,000.00, Contractor will make reasonable efforts to obtain prior verbal or written approval from the District Manager or their designee. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor. The Contractor shall to the best of its ability, avoid paying directly for items and seeking reimbursements, as the District provides a credit card for expenditures and has several accounts open for purchases.
- L. Contractor shall require all applicable registration forms and waivers to be executed by any Patrons of the District (as defined in the *Policies Regarding District Amenity Facilities*) prior to use of the Amenity Facilities.
- M. The Parties agree that the Amenity Facilities shall be operated and maintained for a public purpose, and that any monies generated from the operation of the Facilities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Facilities consistent with the terms of this Agreement. The Contractor shall operate in a way that maintains the District's tax-exempt status. The District agrees to pay any applicable ad valorem taxes, except that the Contractor shall be responsible for payment of ad valorem taxes to the extent that the Facilities are made subject to ad valorem taxation as a result of the Contractor's failure to abide by the terms of this Agreement or the Districts' rules or policies.
- N. The District shall be responsible for all normal operating expenses for its day-to-day operation for its own employees. These include, but are not limited to, shipping and postage expenses, utilities, office set up and equipment expenses, District employee wages and benefits, and mileage reimbursement expenses for its employees and for District business and duties consistent with the District's policies and procedures. Contractor shall endeavor to ensure fiscal responsibility and appropriateness of expenses for District employees.
- O. The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete

authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to the Services and any other work authorizations. This authority shall include but not be limited to verification of correct timing of Services to be performed. The District hereby designates Ernesto Torres or his designee to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

6. CARE OF THE PROPERTY. To the extent that damage to the Amenity Facilities is caused solely by Contractor's negligence or omissions, Contractor will repair such damage.

7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Contractor shall use industry-standard chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenity Facilities placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

8. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly and in no event more than twenty-four (24) hours provide a written report to the District Manager as to all known accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors (the "Board") expressly directs Contractor otherwise, in writing. The District may adopt policies requiring more stringent reporting requirements of Contractor, which later adopted policies shall control; this paragraph is intended to set forth minimum standards. Contractor agrees to keep a detailed written incident report for any onsite issues that are violations of the District's adopted policies or rules.

9. TERMINATION. In the event that either party defaults by failing to perform its obligations set forth in this Agreement, the other may give 60 days' written notice of its intent to cancel with specific detail as to the alleged breach. Should the default not be cured within the 60-day period, the non-defaulting party will have the right to cancel this Agreement and/or the right to institute appropriate legal proceedings to recover such damages as allowed by law. In addition, after the first 12 months of the Initial Term (hereinafter defined), this Agreement may be cancelled by either party, without cause, with 60 days' written notice to the other party. Upon the effective date of any termination or cancellation of this Agreement, District will not be obligated to pay any additional fees to Contractor but will be responsible for all accrued and unpaid fees and all costs incurred or contracted for by Contractor pursuant to this Agreement through such date except to the extent such amounts are in dispute. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination. Upon termination of this Agreement, Contractor

shall also, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

- a) deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Amenity Facilities, the District operations, and such other accountings, papers, and records as the District shall request and are in Contractor's possession or under Contractor's reasonable direct control pertaining to the Amenity Facilities;
- b) vacate any portion of the Amenity Facilities then accessed by Contractor as a consequence of this Agreement; and
- c) furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending to the Contractor's duties and activities hereunder. Within ten (10) business days after the effective date of any such termination, Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

10. INSURANCE.

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

- i. Workers Compensation Insurance in accordance with the laws of the State of Florida.
- ii. General Liability Insurance with the following limits:

| | |
|-------------|--|
| \$2,000,000 | <i>General Aggregate</i> |
| \$1,000,000 | <i>Products/Completed Operations</i> |
| \$1,000,000 | <i>Personal & Advertising Injury</i> |
| \$1,000,000 | <i>Each Occurrence</i> |
- iii. Commercial Auto Liability Insurance, including and with limits not less than: (1) \$1,000,000 combined single limit; and (2) \$1,000,000 non-owned and hired automobile liability.
- iv. Employment Practices Liability Coverage with limits of \$250,000.
- v. Professional Liability Insurance with limits of \$1,000,000 (or other similar insurance coverage, which may be waived in the District's discretion).
- vi. Employment theft dishonesty or crime insurance in the amount of \$500,000 (only required to the extent Contractor is handling District funds, otherwise not necessary).
- vii. Umbrella or Excess Liability Insurance in excess of the limits set forth in the provisions above, in the amount of \$3,000,000.

- viii. The District, its officers, Board members, employees, staff, and representatives shall be listed as certificate holders and additional insured parties on each such policy on a primary and non-contributory basis. Upon request, Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.
- B. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its officers, supervisors, staff and employees shall be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be canceled during the term of this Agreement.
- C. The District shall maintain throughout the term of this Agreement the following insurance:
 - a. Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00).
 - b. **Once the District facilities are built:** Property or Hazard Insurance written on an all-risk or special-perils form covering 100% of District's real and personal property values, or as otherwise mandated by state law.
 - c. Prior to the commencement of work under this Agreement, District will provide a current and original certificate of insurance providing evidence of the aforementioned insurance requirements. District and Contractor agree that no work will commence under the terms of this Agreement until a current and original certificate of insurance is received and approved by Contractor and the District of the insurance coverages set forth above. Each will supply to the other a current and original certificate of insurance showing evidence of renewal coverage in compliance with the terms of this Agreement.

11. INDEMNIFICATION.

- A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, backpay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest actually incurred.
- B. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, 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, Contractor's negligence, reckless, and/or intentionally wrongful acts or omissions of Contractor, its employees, labor and agents in connection with this Agreement,

including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto

- C. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless, and/or intentionally wrongful acts or omissions of Contractor, the District agrees to indemnify, defend, and hold harmless Contractor and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Contractor may hereafter incur, become responsible for, or be caused to pay out arising out of the negligence, reckless, and/or intentionally wrongful acts or omissions of the District.
- D. For purposes of this Section, "acts or omissions" on the part of Contractor's officers, directors, agents, assigns, or employees includes, but is not limited to, the operation and management of the Amenity Facilities in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenity Facilities, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit, license, certification, consent, or other approval. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. SOVEREIGN IMMUNITY. 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.

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

14. 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 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.

15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement.

16. 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 hereto.

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

18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of 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. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and 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.

19. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by Electronic-Mail Return Receipt, Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

A. If to Contractor: FirstService Residential Florida, Inc.
1601 SW 80th Terrace, Suite 300
Plantation, FL 33324
Attn: Legal Department
e-mail: marajockers@fsresidential.com

B. 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
e-mail: torrese@whhassociates.com

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
e-mail: jennifer@cddlwyers.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.

20. 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 of 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 or other entity 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 District and Contractor and their respective representatives, successors, and assigns.

21. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Contractor may assign this Agreement to an affiliate of Contractor upon notice and presentation of an assignment agreement and insurance in conformance with this Agreement. This assignment may occur, consistent with this section, without the prior written consent of the District. An affiliate of Contractor is any company owned or controlled by Contractor's ultimate parent company, Contractor Corporation, a foreign corporation ("Affiliate"). The District will be deemed to be in consent to assignment to a third-party that is not an Affiliate if notice of non-consent is not received within 30 business days or at the next Board of Supervisors scheduled meeting, whichever is longer. Any purported assignment without such written approval shall be void.

22. 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. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

23. EFFECTIVE DATE AND TERM. The effective date of this Agreement shall be **July 18, 2025**, through **September 30, 2028** ("Initial Term"), unless terminated earlier in accordance with Section 9 above. If allowed by applicable law, this Agreement will automatically be extended after the Initial Term on an annual basis for successive 1 year renewal terms ("Extended Terms"). Any increase in price or change in scope of services must be approved in writing, executed by the Parties prior to implementation of same. Any change in price without such executed, written agreement shall be null and void.

- i. If either party desires that this Agreement not automatically extend for another year, they will provide written notice of their intent to cancel at least 30 days prior to the expiration of the Initial Term or any Extended Term of this Agreement.

- ii. If an automatic annual extension is not allowed by law, this Agreement will automatically be extended on a month-to-month basis until the termination of this Agreement. During the period of time when this Agreement has been extended on a month-to-month basis, either party will have the right to terminate this agreement without cause upon 30 days' written notice to the other party.

24. 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*. Contractor acknowledges that the designated public records custodian for the District is **Daphne Gillyard** (the "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 CUSTODIAN OF PUBLIC RECORDS AT GILLYARDD@WHHASSOCIATES.COM, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FL 33431, OR (561) 571-0010.

25. 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.

26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

27. 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.

28. NEGOTIATION AT ARM'S LENGTH. 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 and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

29. 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 statute 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 Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

30. 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 has executed an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit should it be necessary in the future, the District may terminate this Agreement immediately.

31. ADDITIONAL HOURS. Any additional hours or staff, including bonuses requested by the District to be paid to employees that is not already included in Schedule I, must be pre-approved in writing by the District Manager or Board and will be paid for at the individual's compensation plus a labor rate markup as stipulated in Schedule I.

32. TRAINING SESSIONS. Any on-site General Manager or Maintenance Supervisor who is an employee of Contractor will be required to attend periodic off-site continuing education programs or training sessions arranged by Contractor. Contractor shall provide at least 14 days advance written notice to the District of any such training sessions, obtain District approval for the timing and absences. Such sessions will be kept to a minimum. Excluding payroll costs, the other costs, if any, of such training shall be borne by Contractor.

33. ENGAGEMENT OF EMPLOYEES BY THE DISTRICT. District recognizes that Contractor (i) is engaged in the competitive management business, (ii) invests time and money in the hiring, training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce, (iii) has a legitimate business interest in protecting its employee resources and the investment it makes to develop and enhance those resources, and (iv) its employees have access to confidential information and trade secrets to otherwise protect Contractor's investment and promote a stable and mutually beneficial customer relationship with the Contractor organization. Accordingly, in an effort to maintain Contractor's confidential information and trade secrets, District covenants and agrees that it will not, directly or indirectly, hire, employ, or otherwise engage any employees of Contractor, or former employees of Contractor, who provided services to District ("Contractor Employees"), prospective employees Contractor presents for consideration ("Contractor Prospective Employees") or contract

with, or in any way engage, the services of any firms employing any Contractor Employees or Contractor Prospective Employees during the term of this Agreement and for a period of 12 months following the end of the contract relationship between the Parties hereto. Should District violate this paragraph, it agrees to pay, as liquidated damages, and not a penalty or buyout, the sum of 40% of the annual salary/wages of said Contractor Employees at time of termination or resignation of said employee(s) from Contractor, and/or the sum of 40% of the anticipated annual salary/wages of said Contractor Prospective Employees. District agrees that the afore-described liquidated damages are fair, equitable, and reasonable sums not disproportionate to the anticipated and probable injuries which would result from a breach by District and are appropriate to compensate Contractor for such contemplated injuries, the actual value of which are not certain and are currently difficult to ascertain. This paragraph will survive the termination or expiration of this Agreement.

34. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the Parties hereto, supersedes all prior written or oral agreements with respect to its subject matter, and may only be modified by a written instrument signed by both Parties.

35. RIGHT TO REMOVE. District agrees that the Contractor and its employees will not be required to work in an unsafe work environment. If Contractor, in the exercise of its reasonable discretion, determines that there are conditions within the Amenity Facilities which objectively pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, Contractor will have the ability, notwithstanding anything to the contrary contained in this Agreement, to remove, or where possible, prohibit on-site staff members to go to areas managed in person by the District upon written notice to District to include specific detail of the unsafe conditions prior to staff removal. Where possible, District will first be alerted 48 hours in advance and given an opportunity to address the hazard. During the period of time that on-site staff members have been removed from the Amenity Facilities, Contractor will have no responsibility for performance of services under this Agreement that would be performed by on-site staff members but shall use its best efforts to perform services possible offsite during this time period. Further, Contractor will not be liable to District, its residents, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to Contractor's inability and/or failure to perform any of its duties and obligations under this Agreement during the period of time when Contractor's on-site staff members have been removed from the Amenity Facilities. In the event that the Contractor decides to remove its employees from the District pursuant to this Agreement and therefore the Contractor does not provide all or any portion of the Services hereunder, District shall not be liable for payment of any Services not rendered or actually provided for the duration of lapse in such services.

36. PROFESSIONAL SERVICES DISCLAIMER. Contractor is not an architect, landscape architect, engineer or construction manager, is not responsible to detect or uncover dangerous conditions in water or on land, construction defects, environment or hazardous material issues, water intrusions, mold, fungi, spores or other defects and does not provide these types of professional services under this Agreement. Notwithstanding anything to the contrary in this Agreement, it is not Contractor's responsibility to determine whether any structure within the Amenity Facilities, including its architectural design or whether the height and location of the hedges, foliage, and/or other landscaping is in compliance with federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Amenity Facilities. Any third-party

contractor, vendor, professional, or other consultant providing such goods or performing such services to District is solely responsible for the performance of the work or the quality of the goods. In addition, Contractor will not be liable to District for any loss, harm, or damage of any kind caused by any third-party contractor, vendor, professional, or other consultant engaged to perform services or provide goods for District. Contractor disclaims any and all liability related to, arising out of or associated with the professional services referenced in this paragraph and Contractor has no liability for any claims or lawsuits related to, arising out of, or associated with the professional services referenced in this paragraph or for any lack of response or effort by vendors and contractors, lack of quality of any parts or work performed by contractors, or their negligent or wrongful acts or inaction, including those actions which may result in the destruction of any property, injury or death of any person except to the extent Contractor's is liable per Paragraph 11 of this Agreement. This paragraph survives the expiration or termination of this Agreement. Notwithstanding the foregoing, Contractor, and its employees, shall have a continuing duty to inspect, maintain, and warn under Florida law, and shall promptly inform the District and staff in writing of any known or observed dangers or hazardous conditions on the property within 24 hours of discovery.

37. FORCE MAJEURE. The Parties hereto will be excused from the obligation to perform pursuant to the terms of this Agreement to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "Force Majeure"), except with respect to amounts to be paid by District for Services actually provided by Contractor pursuant to this Agreement during a Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, a Force Majeure will excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party (other than payment to Contractor by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period will be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing will not be interpreted as extending the term or renewal term of this Agreement.

38. NON-CORPORATE REPRESENTATIVE. District agrees that Contractor employees will not be required to act as District's corporate representative for purposes of discovery, hearings, mediation, or trial, whether in litigation, arbitration, administrative or other proceedings.

39. DISCLOSURE.

A. IN GENERAL. District is the ultimate decision maker for the purchase of goods and services and the selection of the vendors for the Amenity Facilities. In connection with its duties under this Agreement, Contractor will recommend to District the purchase of goods and services from various vendors, some of whom may be affiliates of Contractor or businesses with which Contractor has a contractual or other relationship under preferred vendor programs. District is not obligated to engage Contractor's preferred vendors or any other recommended provider except as set forth herein. Contractor endeavors to develop affiliated and preferred vendor programs which address the needs of its clients and which focus on bringing value to its clients. Contractor and the current subsidiary/related companies

providing services in Florida are: FirstOnSite Restoration, Inc. and FirstOnSite USA Holdings, Inc. operating under various fictitious names and/or related entities including First OnSite Property Restoration; FirstService Energy, LLC; FirstService Financial, Inc.; FS Insurance Brokers, Inc.; FirstService Residential, Inc.; FirstService Residential Technologies, Inc.; American Pools operating under various fictitious names and/or related entities; California Closets operating under various fictitious names and/or related entities; Century Fire Protection operating under various fictitious names and/or related entities; Certa ProPainters operating under various fictitious names and/or related entities; Paul Davis Restoration, Inc. and all franchisees and related entities; Planned Companies operating under various fictitious names and/or related entities; Rizzetta & Company Incorporated; and Roofing Corp of America operating under various fictitious names and/or related entities including but not limited to Crowther Roofing & Cooling. **Contractor will endeavor to provide annually an updated list of known affiliates of Contractor to the District.**

B. CONTRACTOR FINANCIAL. FirstService Financial, Inc. and FS Insurance Brokers, Inc. ("FFI/FSIB"), affiliates of FirstService Residential, Inc., offer banking and insurance solutions exclusively to clients of Contractor. For services to District, FFI/FSIB earn compensation from their program partners at no expense to District. FFI/FSIB are committed to transparency and will disclose their relationship with FirstService Residential, Inc., as well as whether they receive compensation, in advance of any District decision related to the banking and insurance products they offer.

C. THIRD PARTY SCREENING AND/OR VENDOR COMPLIANCE. If the District selects a screening company which uses Contractor to assist in the screening process and/or the secure storage of screening reports, Contractor may receive a fee from the screening company for its assistance in the process in an amount as Contractor and the screening company may mutually determine. Contractor may use a third party to assist with vendor compliance. In such event, Contractor may receive a fee from the third party in an amount as Contractor and the third party may mutually determine.

40. ABSENCE OF SECURITY DISCLAIMER. District is not entering into an agreement with Contractor to provide any form of security, detective, burglar protection, or other protection services. Protection services include, but are not limited to: bodyguard services, burglar or fire alarm or other security system devices, monitoring and maintenance, guard, patrol and parking or other facility security services, vehicle or foot patrol, gate, lobby, or entrance guard service, or personnel which may be dispatched from any other site upon request for any of the aforementioned reasons (collectively, "Security/Protection Services"). District understands that Contractor is not providing any form of Security/Protection Services. District recognizes it is possible that board members, occupants, invitees, Owners, tenant, or guests may interpret the presence of Contractor employees as a form of security, but District is responsible to clearly communicate to its board members, occupants, invitees, Owners, tenants, and guests that Contractor is not providing any form of Security/Protection Services. Contractor will not in any way be considered an insurer or guarantor of Security/Protection Services within the Amenity Facilities. Contractor will not be held liable for any loss or damage by reason of failure to provide adequate Security/Protection Services nor for ineffectiveness of Security/Protection Services measures undertaken or for any negligence in not providing Security/Protection Services. Contractor does not represent or warrant that any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance

equipment, monitoring devices, security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, robbery or otherwise, nor that fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services will provide the detection or protection for which the system is designed or intended and further acknowledges that Contractor has made no representations or warranties nor has District, any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose.

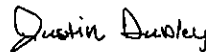
41. SPECIAL TERMS.

41.1 Continuing Disclosure. Each time a contract is offered to District for goods or services, Contractor will inform District, in writing, if such company is an affiliated entity of Contractor.

41.2 Projected Year 1 District Cost. Year one of this Agreement the parties mutually agree the total projected cost to the District should not exceed \$106,692.00. In the event of any change the parties will mutually agree to any additional cost.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

**ORANGE BRANCH
COMMUNITY DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors (Justin Dudley)

FIRSTSERVICE RESIDENTIAL FLORIDA, INC.

By: 

Name: Amy Sanchez

Title: President, Central Florida

**Exhibit A: Scope of Services
Schedule I Contract Price**

Exhibit A:
Scope of Services

Field Operations Manager

- a) Provide oversight of all District common grounds and assets.
- b) Advise the District of any necessary repairs, extraordinary cleaning, or replacement of assets.
- c) Create a detailed scope of work for projects requiring additional contractors. Work with and present to the Board when appropriate. Secure cost estimates and initiate work.
- d) Administer contract execution/compliance by all District maintenance contractors such as the landscape service provider, lake maintenance provider, etc.
- e) Implement, recommend and assist in development of all policies and procedures established by the District as they relate to the day-to-day maintenance and upkeep of the District. The individual shall have a thorough knowledge of the community and provide a timely, personal response regarding problems or request for service and handle them as expeditiously as possible.
- f) Remain aware of potential safety or security hazards within District property, communicate with the appropriate district personnel regarding possible corrective action to resolve a safety or security matter, and implement such action, when necessary, for the safety and security of the district.
- g) Maintain full knowledge/awareness of all aspects of residential community maintenance to include landscaping, lake and wetland maintenance, carpentry, electrical, plumbing, painting, and management and/or monitoring of recreational facilities.
- h) Assist in negotiating, purchasing and bidding on contracted services.
- i) Assess property damage, neglect and/or depreciation and estimate costs associated with repair and/or replacement.
- j) Maintain an operations and maintenance manual complete with current drawings.
- k) Assist District management in monitoring annual maintenance budget.
- l) Provide financial oversight and make recommendations accordingly.
- m) Train/supervise site staff and maintenance team, if applicable; be responsible for all work performed by staff.
- n) Oversee common area landscape maintenance provider's performance through weekly meetings and bi-weekly "drive-through" of District and generate "to-do" lists to assist in documenting and monitoring problem-resolution. Work with provider's management team to ensure compliance with contractual requirements, as well as to make necessary corrections to performance deficiencies. Work with landscape architect as needed.
- o) Send email report to District Manager after each site visit describing any issues that need attention with time and date stamped photos reflecting conditions.
- p) Once a month, the above site visit should include Lake Maintenance Contractor and Landscape Maintenance Contractor to develop action items list and ensure contractors are operating in accordance with contracts.
- q) In-person monitoring of monthly irrigation checks by Landscape Maintenance Contractor.
- r) Oversee performance of fountain maintenance provider, pond maintenance provider, and storm water management system service provider. Also, ensure that debris does not collect and/or is removed from outfall structures in order to prevent flooding problems.
- s) Implement District-approved capital projects and makes recommendations for future needs. Contractor shall obtain a minimum three (3) bids (when possible) on any recommended capital improvements. Contractor understands that any recommended capital improvement is

subject to approval by the Board.

- t) Advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear-and-tear," "acts of God," or vandalism, and secure cost estimates for the same. (Such work that is outside the normal, day-to-day maintenance scope of work shall be billed separately, upon arrival of the District, either by Contractor or other outside service contractors.)
- u) Maintain inventory control of maintenance items, including preparation of preventative maintenance programs.
- v) Approve invoices for payment and submit to accounting department for payment.
- w) Generate monthly field operations report and action items list
- x) Submit agenda items to the District Manager at least 8 days in advance of any board meeting.
- y) Attend quarterly Board of Supervisor Meeting to address the questions and concerns from the board and community.
- z) Review monthly utility bills for reasonableness.

SCHEDULE I – CONTRACT PRICE ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT

MANAGEMENT FEE

Includes supervising regional director

| <u>EFFECTIVE</u> | <u>MONTHLY</u> |
|------------------|----------------|
| July 2025 | \$1,500.00 |
| July 2026 | \$1,750.00 |
| July 2027 | \$2,000.00 |

Post term 5% annual increase if Agreement is extended after Initial Term
(rounded to nearest dollar)

ON-SITE STAFF (IF APPLICABLE)

The on-site staff will consist of the following positions to be provided by Contractor. The on-site staffs normal work schedules will be as mutually agreed to between the Parties. This is the minimum staffing and may only be increased upon prior written approval of District and Contractor:

| <u>Position</u> | <u>Scheduled Hours Per Week</u> | <u>Labor Rate</u> |
|--|-------------------------------------|-------------------|
| Supervising Regional Director | Per mutual approval | 20 % |
| Lifestyle Director | Per mutual approval | 20 % |
| Any additional supervising regional and lifestyle director | Per mutual approval | 20 % |
| Facilities Manager | Per mutual approval* | 25 % |
| Any additional administrative | Per mutual approval | 25 % |
| Any additional concierge/front desk | Per mutual approval | 35 % |
| Maintenance | Per mutual approval** | 35 % |
| Additional non-administrative | Per mutual approval | 35 % |

The labor rate as stipulated above is a percentage of and is added to the wages paid and shall only include social security tax, federal/state unemployment tax, workers' compensation insurance, Contractor's contribution to employee 401(k) benefit, pre-employment screening, recruitment expense, payroll processing and human resource administration.

Eligible on-site staff will receive the following minimum benefits (these benefits for eligible part-time employees of Contractor will be on a pro rata basis):

1. Standard health care benefits will be offered to all eligible on-site staff members who are employees of Contractor, with District and the employee each paying a portion of the cost. The monthly amount District will be responsible for in 2025 for each eligible on-site staff member who elects coverage is \$788.00. This amount will be referred to as the "Monthly Benefit Payment" and is subject to increase on an annual basis and is due in full as to any employee that elects coverage and is employed as of the first of the month. There is a credit of the pro rata return of any portion of the Monthly Benefit Payment should an employee resign, be terminated or transferred after the first of the month. Employees are entitled to standard health care benefits while on leave. Employees who elect coverage will have the option to select alternate health care plans offered by FirstService and/or add dependents.

2. District is responsible to pay for employees paid time off provided by Contractor's policies, including but not limited to holidays, accrued vacation, and personal time off ("PTO") as stipulated in FirstService's standard employment policies, up to and including the termination of this Agreement or transfer of the employee from this District Property.

*This position effective upon Amenity Facilities opening, which shall be defined as the date when the facilities receive their certificate of occupancy and are officially opened to residents or an earlier date as the parties mutually approve.

**This position effective upon Amenity Facilities opening, which shall be defined as the date when the facilities receive their certificate of occupancy and are officially opened to residents or an earlier date as the parties mutually approve.

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**ORANGE BRANCH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2025**

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

| | General Fund | Debt Service Fund | Capital Projects Fund | Total Governmental Funds |
|---|------------------|-------------------------|-----------------------------|--------------------------------|
| ASSETS | | | | |
| Cash | \$ 15,493 | \$ - | \$ - | \$ 15,493 |
| Undeposited funds | 36,185 | - | - | 36,185 |
| Due from Landowner | 21,849 | - | 399 | 22,248 |
| Due from general fund | - | - | 4,280 | 4,280 |
| Total assets | <u>\$ 73,527</u> | <u>\$ -</u> | <u>\$ 4,679</u> | <u>\$ 78,206</u> |
| LIABILITIES AND FUND BALANCES | | | | |
| Liabilities: | | | | |
| Accounts payable | \$ 56,834 | \$ - | \$ 4,679 | \$ 61,513 |
| Due to Landowner | - | 13,554 | 7,271 | 20,825 |
| Due to capital projects fund | 4,280 | - | - | 4,280 |
| Landowner advance | 12,433 | - | - | 12,433 |
| Total liabilities | <u>73,547</u> | <u>13,554</u> | <u>11,950</u> | <u>99,051</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | |
| Deferred receipts | 21,849 | - | - | 21,849 |
| Total deferred inflows of resources | <u>21,849</u> | <u>-</u> | <u>-</u> | <u>21,849</u> |
| Fund balances: | | | | |
| Restricted | | | | |
| Debt service | - | (13,554) | - | (13,554) |
| Capital projects | - | - | (7,271) | (7,271) |
| Unassigned | (21,869) | - | - | (21,869) |
| Total fund balances | <u>(21,869)</u> | <u>(13,554)</u> | <u>(7,271)</u> | <u>(42,694)</u> |
| Total liabilities, deferred inflows of resources and fund balances | <u>\$ 73,527</u> | <u>\$ -</u> | <u>\$ 4,679</u> | <u>\$ 78,206</u> |

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

| | Current Month | Year to Date | Budget | % of Budget |
|--|--------------------|--------------------|---------------|----------------|
| REVENUES | | | | |
| Landowner contribution | \$ 36,185 | \$ 95,977 | \$ 98,790 | 97% |
| Total revenues | <u>36,185</u> | <u>95,977</u> | <u>98,790</u> | 97% |
| EXPENDITURES | | | | |
| Professional & administrative | | | | |
| Management/accounting/recording** | 2,000 | 18,000 | 48,000 | 38% |
| Legal | 4,254 | 9,074 | 25,000 | 36% |
| Engineering | - | - | 2,000 | 0% |
| Audit | - | - | 5,500 | 0% |
| Arbitrage rebate calculation* | - | - | 500 | 0% |
| Dissemination agent* | - | - | 2,000 | 0% |
| Trustee* | - | - | 5,500 | 0% |
| Telephone | 17 | 150 | 200 | 75% |
| Postage | 22 | 34 | 500 | 7% |
| Printing & binding | 42 | 375 | 500 | 75% |
| Legal advertising | - | 90 | 1,750 | 5% |
| Annual special district fee | - | 175 | 175 | 100% |
| Insurance | - | 5,000 | 5,500 | 91% |
| Contingencies/bank charges | 81 | 1,148 | 750 | 153% |
| Website hosting & maintenance | - | 1,680 | 705 | 238% |
| Website ADA compliance | - | - | 210 | 0% |
| Total professional & administrative | <u>6,416</u> | <u>35,726</u> | <u>98,790</u> | 36% |
| Field operations | | | | |
| Landscape services | 47,655 | 79,288 | - | N/A |
| Utilities - Water | 30 | 30 | - | N/A |
| Fountain Maintenance | 1,040 | 1,040 | - | N/A |
| Lake Maintenance | 755 | 755 | - | N/A |
| Total field operations | <u>49,480</u> | <u>81,113</u> | <u>-</u> | |
| Total expenditures | <u>55,896</u> | <u>116,839</u> | <u>98,790</u> | 118% |
| Excess/(deficiency) of revenues over/(under) expenditures | (19,711) | (20,862) | - | |
| Fund balances - beginning | (2,158) | (1,007) | - | |
| Fund balances - ending | <u>\$ (21,869)</u> | <u>\$ (21,869)</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 JUNE 30, 2025**

| | Current Month | Year To Date |
|--|--------------------|--------------------|
| REVENUES | \$ - | \$ - |
| Total revenues | - | - |
| EXPENDITURES | | |
| 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 JUNE 30, 2025**

| | Current Month | Year To Date |
|--|--------------------------|--------------------------|
| REVENUES | <u>\$ -</u> | <u>\$ -</u> |
| Total revenues | <u>-</u> | <u>-</u> |
| EXPENDITURES | | |
| Construction costs | <u>4,679</u> | <u>5,257</u> |
| Total expenditures | <u>4,679</u> | <u>5,257</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | (4,679) | (5,257) |
| Fund balances - beginning | <u>(2,592)</u> | <u>(2,014)</u> |
| Fund balances - ending | <u><u>\$ (7,271)</u></u> | <u><u>\$ (7,271)</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 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.

Present:

| | |
|----------------|---------------------|
| Justin Dudley | Chair |
| Austen Roberts | Vice Chair |
| Zach Decker | Assistant Secretary |

Also present:

| | |
|-------------------|--|
| Ernesto Torres | District Manager |
| Felix Rodriguez | Wrathell, Hunt and Associates, LLC (WHA) |
| Jennifer Kilinski | District Counsel |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:16 a.m. Supervisors Dudley, Roberts and Decker were present. Supervisor Larza was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Consider Appointment to Fill Unexpired
Term of Seat 5; Term Expires November
2026**

This item was deferred.

- **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

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Electing and Removing Officers of the District, and Providing for an Effective Date

Mr. Torres presented Resolution 2025-01. Mr. Dudley nominated the following:

| | |
|--------------------|---------------------|
| Justin Dudley | Chair |
| C. Austen Roberts | Vice Chair |
| David Taylor Larza | Assistant Secretary |
| Zachary Decker | Assistant Secretary |
| Felix Rodriguez | Assistant Secretary |

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

| | |
|----------------|---------------------|
| Craig Wrathell | Secretary |
| Ernesto Torres | Assistant Secretary |
| Craig Wrathell | Treasurer |
| Jeff Pinder | Assistant Treasurer |

On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, Resolution 2025-01, Electing, as nominated, and Removing Officers of the District, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

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

Mr. Torres presented Resolution 2025-02. He reviewed the proposed Fiscal Year 2026 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025

budget, and explained the reasons for any changes. The Fiscal Year 2026 budget is anticipated to increase significantly compared to Fiscal Year 2025 due to the addition of the Amenity Center and Field Operations expenses. This is a Landowner-contribution budget, with expenses funded as they are incurred.

On MOTION by Mr. Dudley and seconded by Mr. Roberts, with all in favor, Resolution 2025-02, Approving a Proposed Budget for Fiscal Year 2026; and Setting a Public Hearing Thereon Pursuant to Florida Law for August 18, 2025, 11:00 a.m., at Del Webb Saint Johns, 91 Skipping Stone Court, St. Johns, Florida 32259; Addressing Transmittal, Posting and Publication Requirements; Addressing Publication; Addressing Severability; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

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

Mr. Torres presented Resolution 2025-03. The following changes were made to the Fiscal Year 2025-03:

DATES: Insert "January 12, 2026" and "February 9, 2026"

LOCATION: Del Webb Saint Johns, 91 Skipping Stone Court, St. Johns, Florida 32259

On MOTION by Mr. Dudley and seconded by Mr. Roberts, with all in favor, Resolution 2025-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026, as amended, and Providing for an Effective Date, was adopted.

The August 18, 2025 meeting location will be changed to Del Webb Saint Johns, 91 Skipping Stone Court, St. Johns, Florida 32259.

SEVENTH ORDER OF BUSINESS

Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services

A. Affidavit of Publication**B. RFQ Package**

These items were included for informational purposes.

C. Respondent: England-Thims & Miller, Inc.

Mr. Torres stated that England-Thims & Miller, Inc. (ETM), the District's Interim District Engineer, was the sole respondent to the RFQ for Engineering Services.

D. Competitive Selection Criteria/Ranking

Ms. Kilinski stated, as ETM was the sole respondent, if it wishes, the Board can proceed with awarding the contract. The Board and Staff agreed to forgo completing the Competitive Selection Criteria form and proceed with awarding the contract.

E. Award of Contract

- Consideration of Continuing Engineering Services Agreement**

On MOTION by Mr. Dudley and seconded by Mr. Roberts, with all in favor, ranking England-Thims & Miller, Inc., as the #1 ranked respondent to the RFQ for Engineering Services and awarding the Engineering Services contract to England-Thims & Miller, Inc., was approved.

EIGHTH ORDER OF BUSINESS**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**

On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the Ratification Items, as listed, were ratified.

NINTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of April 30, 2025**

On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the Unaudited Financial Statements as of April 30, 2025, were accepted.

TENTH ORDER OF BUSINESS**Approval of June 17, 2024 Public Hearings and Regular Meeting Minutes**

On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the June 17, 2024 Public Hearings and Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kilinski | Van Wyk PLLC**

Ms. Kilinski stated that she will circulate information regarding the ethics training requirements and links to options.

Regarding legislation that might have impacted CDDs, Ms. Kilinski stated that most of the bills died; the one bill that passes will impact CC&A requirements for public bids.

B. District Engineer: England-Thims & Miller, Inc.

There was no report.

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

- **NEXT MEETING DATE: June 16, 2025 at 11:00 AM**
 - **QUORUM CHECK**

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

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the meeting adjourned at 10:34 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

**STAFF
REPORTS**

April 16, 2025

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

Dear Daphne Gillyard:

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

Orange Branch CDD

0 registered voters in St. Johns County

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

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes
Supervisor of Elections

| ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT | | |
|--|--|----------|
| | | |
| BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE | | |
| | | |
| <p style="text-align: center;">LOCATION</p> <p style="text-align: center;"><i>St. Johns County Service Center, Julington Creek Branch Multipurpose Room</i> <i>725 Flora Branch Blvd., St. Johns, Florida 32259</i> ¹<i>Location Unavailable</i> ²<i>Del Webb, 91 Skipping Stone Court, St. Johns, Florida 32259</i></p> | | |
| | | |
| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
| | | |
| October 21, 2024 ¹ CANCELED | Regular Meeting | 11:00 AM |
| | | |
| November 18, 2024 CANCELED | Regular Meeting | 11:00 AM |
| | | |
| December 16, 2024 CANCELED | Regular Meeting | 11:00 AM |
| | | |
| January 20, 2025 ¹ CANCELED | Regular Meeting | 11:00 AM |
| | | |
| February 17, 2025 ¹ CANCELED | Regular Meeting | 11:00 AM |
| | | |
| March 17, 2025 CANCELED | Regular Meeting | 11:00 AM |
| | | |
| April 21, 2025 CANCELED | 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 CANCELED | Regular Meeting | 11:00 AM |
| | | |
| July 21, 2025 CANCELED | Regular Meeting | 11:00 AM |
| | | |
| August 18, 2025 ² | Public Hearing & Regular Meeting <i>Adoption of FY2026 Budget</i> | 11:00 AM |
| | | |
| September 15, 2025 | Regular Meeting | 11:00 AM |
| | | |