

ORANGE BRANCH

**COMMUNITY DEVELOPMENT
DISTRICT**

January 13, 2026

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

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

January 6, 2026

Board of Supervisors
Orange Branch Community Development District

Dear Board Members:

The Board of Supervisors of the Orange Branch Community Development District will hold a Regular Meeting on January 13, 2026 at 11:30 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. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 2026*
 - Administration of Oath of Office to Appointed Supervisor (*the following to be provided 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
4. Consideration of Resolution 2026-01, Electing and Removing Officers of the District and Providing for an Effective Date
5. Authorization of Request for Proposals for Landscape and Irrigation Services
 - A. Consideration of Resolution 2026-02, Approving Request for Proposal Documents for Landscape and Irrigation Maintenance Services; Providing a Severability Clause; and Providing an Effective Date
6. Consideration of Special Warranty Deeds
 - A. Landings at St. Johns Phase 1

ATTENDEES:

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

- B. Landings at Greenbriar Phase 1A
- 7. Consideration of Resolution 2026-03, Designating a Date, Time and Location for Landowners’ Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date [Seats 3, 4 & 5]
- 8. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
 - A. October 1, 2024 - September 30, 2025
 - B. October 1, 2025 - September 30, 2026
- 9. Ratification Items
 - A. FPL LED Lighting Agreement [Phase I A2 & Spine Rd]
 - B. Saltwise Construction, LLC Agreement for Fountain Maintenance Services
- 10. Acceptance of Unaudited Financial Statements as of November 30, 2025
- 11. Approval of August 18, 2025 Public Hearing and Regular Meeting Minutes
- 12. Staff Reports
 - A. District Counsel: *Kilinski / Van Wyk PLLC*
 - B. District Engineer: *England-Thims & Miller, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: February 9, 2026 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	WILLIAM MESSINA III	<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

- 13. Board Members’ Comments/Requests
- 14. Public Comments

15. 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,



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

3

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

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

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

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

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2026-01

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

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

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

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

SECTION 1. The following is/are elected as Officer(s) of the District effective January 13, 2026:

_____ 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 January 13, 2026:

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 13th day of January, 2026.

ATTEST:

**ORANGE BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

5

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

5A

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain certain public improvements; and

WHEREAS, the District’s Board of Supervisors (the “Board”) hereby finds that it is in the District’s best interest to competitively solicit proposals through a Request for Proposals (“RFP”) process for landscape and irrigation maintenance services and other related improvements within the District (the “Project”); and

WHEREAS, the Board desires to authorize the distribution and issuance of the RFP for the Project, and desires to approve the RFP Notice and Evaluation Criteria to be included therein in the form attached hereto as **Composite Exhibit A**; and

WHEREAS, the Board desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to effectuate any further revisions to the Project Manual, as is in the best interests of the District.

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

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby approves the distribution and issuance of the RFP for the Project and approves the RFP Notice and Evaluation Criteria as attached hereto as **Composite Exhibit A**. The Board further authorizes the Chairman or Vice Chairman, in consultation with District staff, to finalize the RFP Project Manual and authorizes issuance of the publication of the RFP Notice.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of January, 2026.

**ORANGE BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

Composite Exhibit A: RFP Notice
Evaluation Criteria

Composite Exhibit A

[begins on following page]

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

REQUEST FOR PROPOSALS

ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT

St. Johns County, Florida

Notice is hereby given that the Orange Branch Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to rodriguez@whhassociates.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. Each Proposer should also attend the pre-proposal meeting and failure to do so may result in rejection of the proposal or a reduction in points. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit one (1) written proposal **AND** a PDF file on a flash-drive no later than _____, 2026 at _____ AM/PM (EST) at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard and Felix Rodriguez. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of \$25,000 with its proposal. Proposals shall be submitted in a sealed package that shall bear “RESPONSE TO REQUEST FOR PROPOSALS ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT – LANDSCAPE & IRRIGATION MAINTENANCE ENCLOSED” on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by sending an email to rodriguez@whhassociates.com, (561) 571-0010.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Jennifer Kilinski, jennifer@cddlawyers.com, Christopher Loy, Chrisl@cddlawyers.com, Nicole Pare, Nicole.Pare@Pulte.com, and Felix Rodriguez, rodriguezf@whhassociates.com.

Orange Branch Community Development District

Felix Rodriguez, District Manager

**ORANGE BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (20 Points Possible) (____ Points Awarded)

A full twenty (20) points will be awarded to the Proposer which clearly distinguishes past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (10 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

(____ Points Awarded)

(____ Points Awarded)

(_____ Points Awarded)

(Points Awarded)

Evaluation notes: Once proposals are received, the District's Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria, information provided in response to reference checks, and any other information available to the Districts and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District also reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

6

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

6A

PREPARED BY AND RETURN TO:

David L. Evans, Jr., Esq.
BAKER & HOSTETLER LLP
200 South Orange Avenue
Suite 2300
Orlando, Florida 32801
(407) 649-4000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this ___ day of _____, 2026, by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with a mailing address of 12724 Gran Bay Parkway West, Suite 200, Jacksonville, Florida 32258, (hereinafter called the “grantor”), in favor of **ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter called the “grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Johns County, Florida, further described at **Exhibit A** attached hereto.

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.
4935-9889-4203.2

Grantor represents that grantor has complied with the requirements of Section 196.295, *Florida Statutes*.

GRANT OF EASEMENTS

AND FURTHER WITNESS THAT GRANTOR, for good and valuable consideration to it in hand paid by grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remises, releases and quit-claims to grantee forever, the following non-exclusive, perpetual easement rights which the grantor has, if any, as more particularly described below (“**Easements**”):

Those certain Drainage Easements associated with the parcels further described in Exhibit A hereto and as identified on the Plat titled *Landings at St. Johns Phase 1*, recorded in Map Book 127, Pages 54 through 77, inclusive, of the Official Records of St. Johns County, Florida.

TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights that are materially inconsistent with, or which materially interfere with, the rights herein granted to the grantee.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Special Warranty Deed to be executed as of the day and year first written above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

PULTE HOME COMPANY, LLC
a Michigan limited liability company

Witnesses:

Print Name:_____

Address: 12724 Gran Bay Parkway West
Suite 200 Jacksonville, FL 32258

By: Justin Dudley

Its: Vice President of Land Acquisition
Address: 12724 Gran Bay Parkway West
Suite 200 Jacksonville, FL 32258

Print Name:_____

Address: 12724 Gran Bay Parkway West
Suite 200 Jacksonville, FL 32258

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____ 2026, by Justin Dudley, as Vice
President of Land Acquisition of Pulte Home Company, LLC, a Michigan limited liability
company, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

ACCEPTANCE BY GRANTEE

By execution of this Special Warranty Deed, grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this ____ day of _____ 2026.

Signed, sealed and delivered
in the presence of:

Witnesses:

**ORANGE BRANCH COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established under
Chapter 190 of the Florida Statutes

Name: _____
Address: _____

_____,
as Vice Chairperson, Board of Supervisors

Address:
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2026, by _____, as Vice
Chairperson of the Board of Supervisors of the Orange Branch Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

Tracts 1 and 2 all as depicted on the Plat titled *Landings at St. Johns Phase I*, recorded in Map Book 127, Pages 54 through 77, inclusive, of the Official Records of St. Johns County, Florida.

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

6B

PREPARED BY AND RETURN TO:

David L. Evans, Jr., Esq.
BAKER & HOSTETLER LLP
200 South Orange Avenue
Suite 2300
Orlando, Florida 32801
(407) 649-4000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this ___ day of January 2026, by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with a mailing address of 12724 Gran Bay Parkway West, Suite 200, Jacksonville, Florida 32258, (hereinafter called the “grantor”), in favor of **ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter called the “grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Johns County, Florida, further described at **Exhibit A** attached hereto.

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

Error! Unknown document property name.

Grantor represents that grantor has complied with the requirements of Section 196.295, *Florida Statutes*.

GRANT OF EASEMENTS

AND FURTHER WITNESS THAT GRANTOR, for good and valuable consideration to it in hand paid by grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remises, releases and quit-claims to grantee forever, the following non-exclusive, perpetual easement rights which the grantor has, if any, as more particularly described below (“Easements”):

Those certain Drainage Easements associated with the parcels further described in Exhibit A hereto and as identified on the Plat titled *Landings at GreenBriar Phase 1A*, recorded in Map Book 126, Pages 70 through 87, of the Official Records of St. Johns County, Florida.

TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights that are materially inconsistent with, or which materially interfere with, the rights herein granted to the grantee.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Special Warranty Deed to be executed as of the day and year first written above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

PULTE HOME COMPANY, LLC
a Michigan limited liability company

Witnesses:

Print Name:_____

Address: 12724 Gran Bay Parkway West
Suite 200 Jacksonville, FL 32258

By: Justin Dudley

Its: Vice President of Land Acquisition
Address: 12724 Gran Bay Parkway West
Suite 200 Jacksonville, FL 32258

Print Name:_____

Address: 12724 Gran Bay Parkway West
Suite 200 Jacksonville, FL 32258

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____ 2026, by Justin Dudley, as Vice President of
Land Acquisition of Pulte Home Company, LLC, a Michigan limited liability company, on behalf
of the company.

[notary seal]

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

ACCEPTANCE BY GRANTEE

By execution of this Special Warranty Deed, grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this ____ day of _____ 2026.

Signed, sealed and delivered
in the presence of:

Witnesses:

**ORANGE BRANCH COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established under
Chapter 190 of the Florida Statutes

Name: _____
Address: _____

Vice Chairperson, Board of Supervisors

Address:
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2026, by _____, as Vice
Chairperson of the Board of Supervisors of the Orange Branch Community Development District.

[notary seal]

(Official Notary Signature)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

Tracts 1, 2, 3, 4, I, J, K, L, M, N, O, S, X, Y, Z, AA, and BB all as depicted on the Plat titled *Landings at GreenBriar Phase 1A*, recorded in Map Book 126, Pages 70 through 87, of the Official Records of St. Johns County, Florida.

AND:

A portion of Section 39 of the Francis P. Fatio Grant, Township 5 South, Range 27 East, St. Johns County, Florida, being Parcel 5B, as described and recorded in Official Records Book 1389, page 1335, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Easterly line of said Section 39 with the Southerly right of way line of Greenbriar Road (County Road No. 11), a variable width right of way as presently established; thence North 77°11'27" West, along said Southerly right of way line, 13,707.67 feet to the Northwesterly corner of TLGB – Phase 1A, as described and recorded in Official Records Book 5849, page 1762, of said Public Records, and the Point of Beginning.

From said Point of Beginning, thence South 12°48'33" West, departing said Southerly right of way line of Greenbriar Road and along the Westerly line of said TLGB – Phase 1A, a distance of 331.00 feet; thence North 77°11'27" West, continuing along said Westerly line and along the Easterly line of those lands described and recorded in Official Records Book 3350, page 580, of said Public Records, 423.00 feet; thence North 12°48'33" East, along said Easterly line, 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, 423.00 feet to the Point of Beginning.

Parcel ID: 0006890001

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2026-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE BRANCH
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND
LOCATION FOR LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR
PUBLICATION, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

WHEREAS, Orange Branch Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of St. Johns Ordinance No. 2024-17 creating the District (the "Ordinance") is April 8, 2024; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

SECTION 1. In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 3rd day of November, 2026 at ____:____ __.m., at

SECTION 2. The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 3. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held on the 13th day of January, 2026. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of January, 2026.

Attest:

**ORANGE BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF
SUPERVISORS OF THE ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Orange Branch Community Development District (the "District") in St. Johns, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 3, 2026

TIME: ____:____.m.

PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, by emailing wrathellc@whhassociates.com or calling (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 3, 2026**

TIME: ____:____.m.

LOCATION: _____

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS, FLORIDA
LANDOWNERS' MEETING – November 3, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Orange Branch Community Development District to be held at ____:____ __.m., on November 3, 2026 at _____, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 3, 2026**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Orange Branch Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
3.	_____	_____
4.	_____	_____
5.	_____	_____

Date: _____

Signed: _____

Printed Name: _____

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

8

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

8A

**Orange Branch Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025**

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold 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 ☐ Not Applicable ☐

Goal 1.3: Access to Records Compliance

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

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

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

Achieved: Yes ☐ No ☐ Not Applicable ☒

This goal is not applicable for the current reporting period, as the District was established in April 2024 and was not required to maintain a public website until 12 months after formation. However, monthly website compliance checks began once the website was

created and have continued since that time.

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 ☐ Not Applicable ☒

For FY25, this goal is not applicable because the District was still under development and no infrastructure was yet in place for the Engineer or Field Manager to inspect. Required site inspections will begin once infrastructure is constructed and available for evaluation to ensure safety and proper functioning.

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 ☐ Not Applicable ☒

The District is still under development, and the infrastructure remains new and in progress, making a formal inspection premature at this time. A comprehensive inspection will be completed once the infrastructure is substantially complete and operational.

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 ☐ Not Applicable ☐

Goal 3.2: Financial Reports

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

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

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

Achieved: Yes ☒ No ☐ Not Applicable ☐

Goal 3.3: Annual Financial Audit

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

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

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

Achieved: Yes ☐ No ☐ Not Applicable ☒

No audit required

Chair/Vice Chair:



Print Name:

JUSTIN DUDLEY

Orange Branch Community Development District

Date: 8-18-25

District Manager:



Print Name: Ernesto Torres

Orange Branch Community Development District

Date: 8/18/25

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

8B

**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 ☐ Not Applicable ☐

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 ☐ Not Applicable ☐

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 ☐ Not Applicable ☐

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 ☐ Not Applicable ☐

Goal 3.2: Financial Reports

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

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

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

Achieved: Yes ☐ No ☐ Not Applicable ☐

Goal 3.3: Annual Financial Audit

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

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

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

Achieved: Yes ☐ No ☐ Not Applicable ☐

Chair/Vice Chair: _____

Date: January 13, 2026

Print Name: _____

Orange Branch
Community Development District

District Manager: _____

Date: January 13, 2026

Print Name: _____

Orange Branch
Community Development District

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS**

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

FPL Work Request Number: _____

In accordance with the following terms and conditions, Orange Branch Community Development District... (hereinafter called the Customer), requests on this 9th day of September, 2025, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Phase I A2 & Spine Rd, located in St. Johns, Florida.

[illegible]

1

Pole Description	# Installed	# Removed
20 Fiberglass	35	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): Name change from: Landings at Saint Johns Master Association Inc.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$418.04. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Orange Branch Community Development District
Customer (Print or type name of Organization)

By: Dustin Dudley
9C25053C157D41A...
Signature (Authorized Representative)

Justin Dudley
(Print or type name)

Title: Chairperson

FLORIDA POWER & LIGHT COMPANY

By: S. Simms
(Signature)

Sophia Simms
(Print or type name)

Title: Senior Billing Technician

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B

AGREEMENT FOR FOUNTAIN MAINTENANCE SERVICES

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

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

SALTWISE CONSTRUCTION, LLC, a Florida limited liability company, with a mailing address of 6323 Eman Drive, North, Jacksonville, FL 32216 (the “**Contractor**” and together with the District, the “**Parties**,” and each separately a “**Party**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain community infrastructure, including an entry fountain (the “**Fountain**”); and

WHEREAS, the District requires an independent contractor to provide certain maintenance services for the Fountain located at the District, and depicted in the area identified as *Fountain* on the property map attached hereto as **Exhibit A** to this Agreement; and

WHEREAS, the Contractor represents that it is qualified, licensed and insured to provide such services and has agreed to provide to the District those services identified at **Exhibit B** and in compliance with the terms and conditions of this Agreement (the “**Services**”); and

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

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

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

2. DESCRIPTION OF WORK AND SERVICES. The Contractor agrees to provide the Services in accordance with the schedule and terms forth in **Exhibit B**. All responsibility for maintenance and management of the Fountain shall accrue to the Contractor. Should the District desire that the Contractor provide additional work or services not described in **Exhibit B** or this Agreement, such additional work or services shall be fully performed by the Contractor only after prior approval of the same by a written work authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District first

authorizes the Contractor to perform such additional work or services through an authorized and fully executed written work authorization. Nothing herein shall be construed to require the District to use the 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.

3. COMPENSATION AND TERM.

A. The District agrees to compensate Contractor **Seven Hundred Sixty-Five Dollars and Zero Cents (\$765.00)** per month for providing the Services as set forth in this Agreement, which annual total under this Agreement shall not exceed **Nine Thousand, One Hundred Eighty Dollars and Zero Cents (\$9,180.00)**, subject to satisfactory performance and completion of all Services in accordance with this Agreement and Exhibit B.

B. Payment shall be in accordance with Florida's Local Government Prompt Payment Act, as set forth in Sections 218.70 *et seq.* of the *Florida Statutes*, and unpaid invoices shall accrue interest as set forth therein. The District will reimburse Contractor for all financial costs associated with enrollment in third-party billing (if any) upon request via a valid invoice.

C. The initial term of this Agreement shall be from the date and year first written above through August 31, 2026, unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall automatically renew for additional one (1) year terms each September 1 unless written notice is provided by either Party thirty (30) days prior to the expiration of this Agreement.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake the Services as specified in this Agreement or any work authorization issued in connection with this Agreement. All Services 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 all Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. In performing the Services, Contractor shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, the Contractor shall immediately notify the District and repair or replace all damaged property to the satisfaction of the District within 48 hours, unless otherwise agreed to in writing by the District. Failure to make timely repairs may result in the District making repairs at Contractor's expense.

5. INSURANCE.

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

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries and property damage, with limits of not less than \$3,000,000 combined single limit bodily injury and property damage liability per occurrence and annual aggregate, and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its officers, supervisors, staff and employees shall be named as additional insureds. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. All above-referenced insurance policies shall be considered primary and non-contributory with respect to the additional insureds, and all required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If 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.

6. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, 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. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements,

judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, all as actually incurred. Notwithstanding anything to the contrary in this Agreement, Contractor's liability to the indemnified parties shall be equal to the greater of: (i) One Million Dollars (\$1,000,000), or (ii) the total amount of insurance coverage available under the policies required by Section 5 of this Agreement, regardless of legal basis of recovery or type of claimed damages.

7. 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.

8. 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's 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 three (3) 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 of notice of termination.

9. 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.

10. 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.

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

12. TERMINATION. The Parties agree that either Party may terminate this Agreement with or without cause by providing thirty (30) days written notice of termination to the other Party. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor. Failure of Contractor to have obtained the necessary permits and licenses to perform under this Agreement shall constitute a default and this Agreement shall terminate immediately.

14. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

15. 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.

16. 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.

17. 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 fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

18. 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 that the terms of this Agreement conflict with any provisions of **Exhibit B**, this Agreement shall control.

19. 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.

20. 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.

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

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

If to Contractor: Saltwise Construction, LLC
 6323 Eman Drive, North
 Jacksonville, FL 32216
 Attn: _____

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.

22. THIRD-PARTY BENEFICIARIES. This Agreement is solely 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.

23. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in and for St. Johns County, Florida.

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** ("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. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Contractor as an arm’s length transaction. Each party represents that it has had the opportunity to participate in the preparation of this Agreement and has either obtained the assistance of counsel or knowingly waived such right. 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.

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. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Contract, 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 Owner within three (3) 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 Owner may immediately terminate this Contract.


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

30. 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*.

[Signatures on the following page]

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

**ORANGE BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

9C25053C157D41A...
Chairperson, Board of Supervisors

SALTWISE CONSTRUCTION, LLC

DocuSigned by:

29D592F61F6C40F...
Print Name: Ken Huff

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

Exhibit A
Property Map



Exhibit B

Scope of Services

Scope of Services:

Our team will provide weekly operation and maintenance services to ensure the fountain remains clean, functional, and visually appealing. These services will include water level monitoring and replenishment, inspection and cleaning of filters and strainers, pump and lighting system checks, chemical treatment for water quality, and removal of debris from basins and nozzles. Any irregularities will be documented and brought to the attention of the management company with recommendations for corrective actions if needed. Each month, we will provide a detailed status report summarizing all completed operation and maintenance activities. The report will also include a summary of water quality metrics, chemical usage, and any recommendations for adjustments or repairs based on observed system performance.

Compensation:

Compensation for weekly site visits will be billed on a monthly basis at a rate of \$765 per month (Preferred Customer, 10% Savings). ~~This task will be performed under a month-to-month contract, allowing for flexibility and easy adjustments as needed.~~ ClearFlow Fountain Services will supply all necessary water treatment chemicals required for regular fountain operation as part of our ongoing maintenance service. Each visit includes a full range of operation and maintenance services such as equipment checks, cleaning, water quality testing, chemical treatments, and performance monitoring to ensure the fountain operates reliably and maintains its visual appeal. At the end of each month, a progress report detailing the work performed and any observations or recommendations will be provided alongside the invoice. ~~Payment terms will be net 30 days from the date of the invoice.~~

Assumptions:

The following assumptions apply to this scope of services:

- All chemicals required for regular fountain operation and maintenance will be provided by the ClearFlow Fountain Services.
- Replacement parts, and maintenance materials required will be provided by the Client.
- Any procurement of materials by our team, if requested, will be subject to separate approval and invoicing.
- Any additional efforts beyond the agreed-upon monthly services will require prior approval and will be subject to additional payment under terms mutually agreed upon before the work is performed.

Exhibit C

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Kenneth W. Huff, as owner, on behalf of Saltwise Construction, LLC, a Florida limited liability company (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: 8/30, 2025

FURTHER AFFIANT SAYETH NAUGHT.

SALTWISE CONSTRUCTION, LLC

By: Owner
 Name: Kenneth Huff Saltwise Construct
 Title: Owner

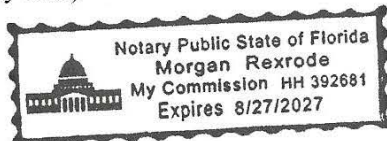
STATE OF FLORIDA

COUNTY OF Clay

SWORN TO AND SUBSCRIBED before me ☒ physical presence or ☐ remote notarization by Kenneth W. Huff, as owner, of Saltwise Construction, LLC, who is personally known to me or who produced I.D as identification this 30 day of August, 2025.

[Signature]
 Notary Public

(Notary Seal)



ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

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

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

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 2,935	\$ -	\$ -	\$ 2,935
Investments				
Undeposited funds	39,660	-	-	39,660
Due from Landowner	47,548	-	-	47,548
Total assets	<u>\$ 90,143</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 90,143</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 80,024	\$ -	\$ -	\$ 80,024
Due to Landowner	-	13,554	7,932	21,486
Landowner advance	12,433	-	-	12,433
Total liabilities	<u>92,457</u>	<u>13,554</u>	<u>7,932</u>	<u>113,943</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	47,548	-	-	47,548
Total deferred inflows of resources	<u>47,548</u>	<u>-</u>	<u>-</u>	<u>47,548</u>
Fund balances:				
Restricted				
Debt service	-	(13,554)	-	(13,554)
Capital projects	-	-	(7,932)	(7,932)
Unassigned	(49,862)	-	-	(49,862)
Total fund balances	<u>(49,862)</u>	<u>(13,554)</u>	<u>(7,932)</u>	<u>(71,348)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 90,143</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 90,143</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 114,140	\$ 114,140	\$ 746,365	15%
Total revenues	114,140	114,140	746,365	15%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	3,500	7,000	48,000	15%
Legal	471	651	25,000	3%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	2,000	0%
Trustee*	-	-	5,500	0%
Telephone	17	33	200	17%
Postage	-	-	500	0%
Printing & binding	42	83	500	17%
Legal advertising	-	-	1,750	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,300	6,800	78%
Mapping Services	800	800	-	N/A
Contingencies/bank charges	80	161	1,500	11%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	4,910	14,203	100,840	14%
Other fees & charges				
Total other fees & charges	-	-	-	N/A
Amenity center				
Utilities				
Water/irrigation	909	2,501	18,750	13%
Electricity	34,354	35,992	22,500	160%
Telephone & Internet	-	-	5,625	0%
Trash Removal	-	-	2,250	0%
Total amenity center	35,263	38,493	49,125	78%

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

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Landscape services	-	15,804	240,000	7%
Fountain maintenance	-	-	2,700	0%
Access Cards	-	-	3,000	0%
Facility Management	-	-	20,000	0%
Pool Maintenance	-	-	55,000	0%
Pool Repairs	-	-	8,000	0%
Pool Chemicals	-	-	8,000	0%
Janitorial Services	-	-	20,000	0%
Janitorial Supplies	-	-	5,000	0%
Facility Maintenance	-	-	15,000	0%
Fitness Equipment Lease	47,034	93,187	54,000	173%
Field Management	-	-	12,000	0%
Landscape Contingency	-	-	25,000	0%
Pest Control	-	-	2,700	0%
Pool Permits	-	-	1,000	0%
Security	-	-	9,000	0%
Maintenance	-	-	20,000	0%
Special Events	-	-	1,000	0%
Holiday Decorations	-	-	8,000	0%
Office Supplies	-	-	1,500	0%
ASCAP/BMI License	-	-	500	0%
Insurance Property	-	-	35,000	0%
Total field operations	<u>47,034</u>	<u>108,991</u>	<u>546,400</u>	20%
Total expenditures	<u>87,207</u>	<u>161,687</u>	<u>696,365</u>	23%
 Excess/(deficiency) of revenues over/(under) expenditures	 26,933	 (47,547)	 50,000	
 Fund balances - beginning	 (76,795)	 (2,315)	 (16,469)	
Fund balances - ending	<u><u>\$ (49,862)</u></u>	<u><u>\$ (49,862)</u></u>	<u><u>\$ 33,531</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 NOVEMBER 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 NOVEMBER 30, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Legal fees	-	(274)
Construction costs	<u>-</u>	<u>274</u>
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 <u>(7,932)</u>	 <u>(7,932)</u>
Fund balances - ending	<u><u>\$ (7,932)</u></u>	<u><u>\$ (7,932)</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 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.

Present:

Justin Dudley	Chair
Taylor Larza	Assistant Secretary
Zachary Decker	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Felix Rodriguez	Wrathell, Hunt and Associates, LLC (WHA)
Chris Loy	District Counsel
Nicole _____	PulteGroup
William Messina	Florida Land

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 11:01 a.m. Supervisors Dudley, and Decker and Larza were present. Supervisor Roberts was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Acceptance of Resignation of Austen Roberts [Seat 2]

On MOTION by Mr. Dudley and seconded by Mr. Larza, with all in favor, the resignation of Austen Roberts from Seat 2, was approved.

FOURTH ORDER OF BUSINESS

Consider Appointment to Fill Unexpired Term of Seat 2; Term Expires November 2028

Mr. Dudley nominated Will Messina to fill Seat 2. No other nominations were made.

On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the appointment of William Messina to Seat 2, was approved.

- **Administration of Oath of Office to Appointed Supervisor (the following to be provided in a separate package)**

Mr. Torres, a Notary of the State of Florida and duly authorized, administered the Oath of Office to William Messina. Mr. Messina is already familiar with the following:

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

FIFTH ORDER OF BUSINESS

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

- **Administration of Oath of Office to Appointed Supervisor**

This item was deferred.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-04, Electing and Removing Officers of the District, and Providing for an Effective Date

Mr. Torres presented Resolution 2025-04. Mr. Dudley nominated the following:

Justin Dudley	Chair
William Messina	Vice Chair
David Taylor Larza	Assistant Secretary
Zachary Decker	Assistant Secretary

No other nominations were made.

This Resolution removes the following from the Board:

Austen Roberts	Vice Chair
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The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
Ernesto Torres	Assistant Secretary
Felix Rodriguez	Assistant Secretary

78 Craig Wrathell

Treasurer

79 Jeff Pinder

Assistant Treasurer

80 **On MOTION by Mr. Dudley and seconded by Mr. Larza, with all in favor,**
81 **Resolution 2025-04, Electing, as nominated, and Removing Officers of the**
82 **District, and Providing for an Effective Date, was adopted.**

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85 **SEVENTH ORDER OF BUSINESS**

Public Hearing on Adoption of Fiscal Year
2025/2026 Budget

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88 **A. Proof/Affidavit of Publication**

89 **B. Consideration of Resolution 2025-05, Relating to the Annual Appropriations and**
90 **Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending**
91 **September 30, 2026; Authorizing Budget Amendments; and Providing an Effective**
92 **Date**

93 Mr. Torres presented Resolution 2025-05. He reviewed the proposed Fiscal Year 2026
94 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025
95 budget. This is a Landowner-contribution budget, with expenses funded as they are incurred.

96 **On MOTION by Mr. Dudley and seconded by Mr. Larza, with all in favor, the**
97 **Public Hearing was opened.**

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100 No affected property owners or members of the public spoke.

101 **On MOTION by Mr. Dudley and seconded by Mr. Larza, with all in favor, the**
102 **Public Hearing was closed.**

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104 **On MOTION by Mr. Dudley and seconded by Mr. Larza, with all in favor,**
105 **Resolution 2025-05, Relating to the Annual Appropriations and Adopting the**
106 **Budget for the Fiscal Year Beginning October 1, 2025, and Ending September**
107 **30, 2026; Authorizing Budget Amendments; and Providing an Effective Date,**
108 **was adopted.**

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111 **EIGHTH ORDER OF BUSINESS**

Consideration of Fiscal Year 2025/2026
Budget Funding Agreement

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114 **On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the**
115 **Fiscal Year 2025/2026 Budget Funding Agreement, was approved.**

NINTH ORDER OF BUSINESS**Consideration of Landings at St. Johns
Phase 1C Acquisition Package**

Mr. Loy presented the Acquisition Package. This facilitates the transfer of the completed Landings at St. Johns Phase 1C Phase construction improvements to the CDD. The cost of the improvements was \$4,374,383.35. This transfers wastewater, potable water, and reclaim water lines; roads; pavement; curbing; gutter; sidewalks; landscape; other physical improvements within the rights-of-way (ROWS); and drainage/surface water management systems.

Discussion ensued regarding whether the roads are to be conveyed to the CDD or HOA.

This item was tabled to the next meeting.

TENTH ORDER OF BUSINESS**Consideration of Special Districts
Performance Measures and Standards
Reporting FY2026**

Mr. Torres presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards. He noted that it will be necessary to authorize the Chair to approve the findings related to the 2025 Goals and Objectives.

- **Authorization of Chair to Approve Findings Related to 2025 Special Districts
Performance Measures and Standards Reporting**

On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards and authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Performance Measures and Standards Reporting, were approved.

ELEVENTH ORDER OF BUSINESS**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**

On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the England-Thims & Miller, Inc. Continuing Engineering Services Agreement; First Choice Aquatics Inc. Aquatic Management Services Agreement; and FirstService Residential Florida, Inc., Agreement for Field Management Services, were ratified.

TWELFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of June 30, 2025

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

THIRTEENTH ORDER OF BUSINESS

Approval of May 28, 2025 Regular Meeting
Minutes

On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the
May 28, 2025 Regular Meeting Minutes, as presented, were approved.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kilinski | Van Wyk PLLC

Mr. Loy reminded the Board members to complete the required four hours of ethics
training by December 31, 2025 or by December 31, 2026, depending on when they were
elected or appointed to their seats. Completion will be reported when filing Form 1 in 2026.

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

There was no report.

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

FIFTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

SIXTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Dudley and seconded by Mr. Decker, with all in favor, the
meeting adjourned at 11:18 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

ORANGE BRANCH

COMMUNITY DEVELOPMENT DISTRICT

**STAFF
REPORTS**

ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Del Webb Saint Johns, 91 Skipping Stone Court, St. Johns, Florida 32259</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2025 CANCELED	Regular Meeting	11:00 AM
November 17, 2025 CANCELED	Regular Meeting	11:00 AM
December 15, 2025 CANCELED	Regular Meeting	11:00 AM
January 12, 2026* <i>rescheduled to January 13, 2026</i>	Regular Meeting	11:00 AM
January 13, 2026	Regular Meeting	11:30 AM
February 9, 2026**	Regular Meeting	11:00 AM
March 16, 2026	Regular Meeting	11:00 AM
April 20, 2026	Regular Meeting	11:00 AM
May 18, 2026	Regular Meeting	11:00 AM
June 15, 2026	Regular Meeting	11:00 AM
July 20, 2026	Regular Meeting	11:00 AM
August 17, 2026	Regular Meeting	11:00 AM
September 21, 2026	Regular Meeting	11:00 AM

Exceptions

*January meeting date is one (1) week earlier to accommodate Martin Luther King Day holiday.

**February meeting date is one (1) week earlier to accommodate the Presidents' Day holiday.