

***MEADOW VIEW  
AT TWIN CREEKS***

*Community Development District*

*July 19, 2018*

# *Meadow View at Twin Creeks*

## *Community Development District*

*475 West Town Place, Suite 114, St. Augustine, Florida 32092*

*Phone: 904-940-5850 - Fax: 904-940-5899*

July 13, 2018

Board of Supervisors  
Meadow View at Twin Creeks  
Community Development District

Dear Board Members:

The Meadow View at Twin Creeks Community Development District meeting is scheduled for **Thursday, July 19, 2018 at 10:00 a.m.** at the offices of **Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092**. Following is the advance agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Update on Phase II Financing
  - A. Presentation of Draft Supplemental Engineer's Report
  - B. Presentation of Draft Supplemental Assessment Allocation Report
- IV. Approval of Minutes of the June 21, 2018 Meeting
- V. Acceptance of the Fiscal Year 2017 Audit
- VI. Discussion of the Fiscal Year 2019 Budget
- VII. Ratification of Amenities Management Agreement with Riverside Management Services, Inc.
- VIII. Consideration of Proposals for Fitness Center
  - A. Fitness Pro
  - B. Comm Fit
  - C. SoFitCo
- IX. Other Business
- X. Staff Reports
  - A. District Counsel
  - B. District Engineer – Requisition Summary
  - C. District Manager
- XI. Financial Reports
  - A. Balance Sheet & Income Statement
  - B. Consideration of Funding Request No. 28
- XII. Supervisors' Requests and Audience Comments
- XIII. Next Scheduled Meeting – August 16, 2018 at 10:00 a.m. at the offices of GMS
- XIV. Adjournment

The third order of business is update on Phase II financing. A copy of the supplemental engineer's report is enclosed, and a copy of the supplemental assessment allocation report will be provided under separate cover.

Enclosed for your review and approval is a copy of the minutes of the June 21, 2018 meeting.

The fifth order of business is acceptance of the Fiscal Year 2017 audit. A copy of the audit report is enclosed for your review.

The sixth order of business is discussion of the Fiscal Year 2019 budget. A copy of the latest budget is enclosed for your review.

The seventh order of business is ratification of amenities management agreement with Riverside Management Services, Inc. A copy of the agreement is enclosed for your review and approval.

The eighth order of business is consideration of proposals for the fitness center. Copies of each proposal are enclosed for your review and approval.

Enclosed under financial reports is the balance sheet and income statement and funding request number 28.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting and additional support material, if any, will be presented and discussed at the meeting.

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (904) 940-5850.

Sincerely,

*James Oliver*

James Oliver

District Manager  
Meadow View at Twin Creeks  
Community Development District

## *AGENDA*



# *Meadow View at Twin Creeks Community Development District Agenda*

Thursday  
July 19, 2018  
10:00 a.m.

Governmental Management Services  
475 West Town Place  
St. Augustine, Florida 32092  
**Call In # 1-888-757-2790 Code 380298**  
[www.meadowviewattwincreekscdd.com](http://www.meadowviewattwincreekscdd.com)

- I. Call to Order
- II. Public Comment
- III. Update on Phase II Financing
  - A. Presentation of Draft Supplemental Engineer's Report
  - B. Presentation of Draft Supplemental Assessment Allocation Report
- IV. Approval of Minutes of the June 21, 2018 Meeting
- V. Acceptance of the Fiscal Year 2017 Audit
- VI. Discussion of the Fiscal Year 2019 Budget
- VII. Ratification of Amenities Management Agreement with Riverside Management Services, Inc.
- VIII. Consideration of Proposals for Fitness Center
  - A. Fitness Pro
  - B. Comm Fit
  - C. SoFitCo
- IX. Other Business
- X. Staff Reports
  - A. District Counsel
  - B. District Engineer – Requisition Summary

C. District Manager

XI. Financial Reports

A. Balance Sheet & Income Statement

B. Consideration of Funding Request No. 28

XII. Supervisors' Requests and Audience Comments

XIII. Next Scheduled Meeting – August 16, 2018 at 10:00 a.m. at the offices of GMS

XIV. Adjournment

### *THIRD ORDER OF BUSINESS*

*A.*

# **SECOND SUPPLEMENTAL ENGINEER'S REPORT FOR SERIES 2018 PROJECT**

**FOR THE**

## **MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**

**ST. JOHNS COUNTY, FLORIDA**

**PREPARED FOR:**

**BOARD OF SUPERVISORS  
MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT**

**PREPARED BY**

Engineers – Planners – Surveyors – Landscape Architects  
14775 Old St. Augustine Road  
Jacksonville, Florida 32258  
Certificate of Authorization Number: 2584

Revised Date: July 10, 2018  
ETM Job Number: E 17-348

**DRAFT**

# ENGINEER OF RECORD SIGNATURE PAGE

Project Name: **MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
Project Location: South of County Road 210 and West of US Highway Number 1  
Project City / State: St. Johns County, Florida  
Computer Programs used for this report: Microsoft Word and Excel 2016  
ETM Job No. E 17-348

## TABLE OF CONTENTS:

Sections	Item
I	Engineer of Record Signature Page
II	Project Background
III	2016 Project Update
IV	2018 Project
V	Beacon Lake Phase 2 Infrastructure Improvements
VI	Beacon Lake Townhomes Infrastructure Improvements
VII	Basis of Opinion of Probable Cost - Beacon Lake Phase 2 and Townhomes
VIII	Permit Status
IX	Exhibit 1 - Location Map
X	Exhibit 2 - Site Map -Master Project
XI	Exhibit 3 - Site Map -Beacon Lake Phase 2
XII	Exhibit 4 - Site Map -Beacon Lake Townhomes
XIII	Exhibit 5 - Proposed Funding, Construction, Maintenance, and Final Ownership
XIV	Exhibit 6 - Opinion of Probable Costs – Beacon Lake Phase 2 and Townhomes
XV	Exhibit 7 - Opinion of Probable Costs – Beacon Lake Townhomes
XVI	Exhibit 8 - Permit Status
XVII	Appendix - Exhibit 9 - Legal Description

Scott Jordan Lockwood, P.E.  
P.E. No. 68426

Portion of pages or sections of this  
report signed and sealed by Engineer

**Sections I-XVI**

**England - Thims & Miller, Inc.**  
14775 Old St. Augustine Rd., Jacksonville, FL 32258  
Phone (904) 642-8990 CA No: 2584

Lockwoods@etminc.com

### Notes:

1. This report is prepared for the Meadow View at Twin Creeks Community Development District is not intended for any other purpose, agency or third party use.
2. This document has been Digitally signed and sealed, printed copies of this document are not considered signed and sealed

## PROJECT BACKGROUND

The Meadow View at Twin Creeks Community Development District (the “Meadow View C.D.D.” or the “District”) is a 630.22± acre community development district located in St. Johns County, Florida (“County”), south of County Road 210 and West of U.S. Number 1 (Phillips Highway). The land within the District consist of both developed and undeveloped areas, which lie within the Twin Creeks PUD (Heartwood) Ord 2015-51 (the “Development”). The authorized land uses within the District allow for single family residential, multifamily residential units, associated amenities, neighborhood parks, open space and other common areas.

In order to serve the residents of the District, the CDD previously adopted on October 31, 2016, Resolution 2017-01, which authorized the construction and / or acquisition of the master capital improvement plan **“Master Project”** or **“Capital Improvement Plan” (“CIP”)**. This Opinion of Probable Cost for this CIP was estimated at \$94,133,971 and consisted of various earthworks, utilities, drainage, roadway improvements, landscape, hardscape, recreation and other associated improvements within and adjacent to the District. The Master Project is described in the Engineer’s Report, Capital Improvement Plan, dated: March 17, 2016 (**“Master Engineer’s Report”**). It was anticipated by the District that the Master Project would be developed in multiple phases and financed with multiple bond issuances.

In order to finance a portion of the Master Project, and on November 3, 2016, the District issued its Special Assessment Bonds, Series 2016A-1, Series 2016A-2 and Series 2016B (together, **“2016 Bonds”**) and has used the proceeds of the 2016 Bonds to construct and/or acquire that portion of the Master Project to be known as the **“2016 Project.”** The 2016 Project is described in the First Supplemental Engineer’s Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan, dated October 6, 2016, and is specifically defined to mean “that portion of the master project . . . financed with the proceeds of the District’s 2016 Bonds.” With the proceeds of the 2016 Bonds having been substantially spent, and the 2016 Project nearing completion, the District now intends to issue one or more additional series of bonds (**“2018 Bonds”**) in order to fund the next portion of the Master Project. The Master Project is shown in Exhibit 2.

Accordingly, the purpose of this Supplemental Engineer’s Report for the Series 2018 Project is to describe what portion of the Master Project has been completed to date using the proceeds of the 2016 Bonds and what portion of the Master Project is still left to complete with an emphasis on providing a description of the improvements and an Opinion of Probable Cost associated with the engineering and consulting expenses that will be required for Beacon Lake Phase 2 and Beacon Lake Townhomes, which are the next phases anticipated to be constructed and / or acquired by the District.

The CIP contained in this report reflects the present intentions of the District. However, the CIP may be subject to modification in the future. The implementation of any improvement outlined within the CIP requires final approval by the District’s Board of Supervisors. Improvements contemplated in this CIP encompass requirements set forth in both the St. Johns County land development code and the Twin Creeks PUD.

## **2016 PROJECT UPDATE**

The issuance of the 2016 Bonds provided the District with approximately \$19,000,000 in construction funds that could be used for the construction of the Master Project.

The 2016 Project includes Beacon Lake – Phase 1, an Entry Feature near County Road 210 and Beacon Lake Parkway, and the Beacon Lake Amenity Center. As of July 2018, the Infrastructure for Beacon Lake Phase I is nearly complete and has been reviewed and been partially accepted by St. Johns County. At the time of this report the main item that remains to be completed is the excavation of storm water management facility no. 6 – Phase I (Smf 6 – Phase I). Smf 6 is currently being excavated to provide additional fill for other Phases. The final time for completion has not been established. The Offsite improvements which included offsite force main, water main have been accepted by St. Johns County Utility Department (SJCUD). The offsite and onsite reuse system has been constructed for Phase I; however, SJCUD has not yet accepted this infrastructure. SJCUD has been working on a plan to provide reuse water; however, the exact timing has not been determined. The Entry Feature has been installed and is nearly complete. The Beacon Lake Amenity Center is under construction and it is anticipated that it will be complete sometime in early 2019.

## **2018 PROJECT**

Similar to the 2016 Project, the 2018 Project shall consist of that portion of the Master Project to be financed with the proceeds of the 2018 Bonds. It is anticipated, that the 2018 Project consists of Beacon Lake Phase 2 and Beacon Lake Townhomes – both described below.

### **BEACON LAKE PHASE 2 INFRASTRUCTURE IMPROVEMENTS**

Beacon Lake Phase 2 is located west of and adjacent to Beacon Lake Phase 1 and it connects to and extends Beacon Lake Parkway. This portion of the Master Project consists of 266 single family residential units with associated storm water management facilities, neighborhood parks and a lift station parcel. Exhibit 3 shows the current site map for Beacon Lake Phase 2.

The District presently intends to finance, design, construct, and acquire certain improvements for this Phase within and adjacent to the District boundaries. The Proposed Funding, Construction, Maintenance and Final Ownership Plan is found in Exhibit 5.

Beacon Lake Phase 2 infrastructure construction includes infrastructure improvements as follows:

- Roadways, which includes continuation of Beacon Lake Parkway from the Roundabout north and south to limits shown and the local / neighborhood roadways within Phase 2.
- Storm Water Management facilities (SMFs) and drainage collection system, clearing, grubbing and earthwork as required for this Phase (excluding earthwork related to the private pad grading associated with the private lots).
- Utilities (water, sewer and reuse) for this Phase.
- Entry features for this Phase.
- Landscaping, fencing and street trees for this Phase.
- Electrical and street lighting for this Phase.
- Neighborhood Parks and Recreation for this Phase.
- Each item includes design and permit fees as required to design, construct and permit infrastructure for this Phase.
- Wetland Mitigation as required for this Phase.



## **BEACON LAKE TOWNHOMES INFRASTRUCTURE IMPROVEMENTS**

Beacon Lake Townhomes is located south of and adjacent to County Road 210. As part of the construction for these Townhomes an entrance road will be constructed that connects directly to County Road 210. This Townhome project consists of 196 residential units with associated Storm Water Management facilities, neighborhood parks and a lift station parcel. Exhibit 4 shows the current site map for Beacon Lake Townhomes.

The District presently intends to finance, design, construct, and acquire certain improvements within and adjacent to the District boundaries. The Proposed Funding, Construction, Maintenance and Final Ownership is found in Exhibit 5.

Beacon Lake Townhomes infrastructure construction includes infrastructure improvements as follows:

- Roadway which includes Entrance Roadway (Beacon Lake Parkway) from County Road 210 to the Townhome entrance and the neighborhood roads within this Townhome community.
- Storm Water Management facilities (SMFs) and drainage collection system, clearing, grubbing and earthwork as required for these Townhomes (but does not include earthwork related to the private pad grading associated with the private lots).
- Utilities (water, sewer and reuse) for these Townhomes.
- Entry features for these Townhomes.
- Landscaping, fencing and street trees for these Townhomes.
- Electrical and street lighting for these Townhomes.
- Neighborhood Parks and Recreation for the Townhomes.
- Retaining Walls for these Townhomes.
- Each item includes design and permit fees as required to design, construct and permit the infrastructure for these Townhomes.
- Wetland Mitigation as required for these Townhomes.

### **BASIS OF OPINION OF PROBABLE COSTS FOR BEACON LAKE PHASE 2 AND BEACON LAKE TOWNHOMES.**

Exhibit 6 provides an Opinion of Probable Costs related to Beacon Lake Phase 2 and Beacon Lake Townhomes, which opinions have been prepared prior to final design and are based on the information available at the time of this report. The Opinion of Probable Costs for the civil site infrastructure improvements are based on typical historical unit costs for projects that have similar infrastructure in this area. It should be noted that actual cost may vary depending on final design and other factors.

Exhibit 7 provides a summary of the Updated Opinion of Probable Cost for the Master Project and Phase I. These opinions are based on the original Master Engineer's Report, and have been updated based on Phase I budget amounts along with amounts that have been paid to date. The Master Project continues to function and be planned as a system of improvements benefitting all lands within the District's boundaries. Further, and except for certain Transportation and Education Contributions, previously addressed in that *Acquisition Agreement (Master Project)*, between the District and Heartwood 23, LLC, there continues to be no impact or other similar fees or credits in connection with the improvements contemplated as part of the Master Project.

The following is the basis for the infrastructure opinion of probable cost:

- Water, reuse and sanitary sewer utility facilities will be designed in accordance with SJCUD, St. Johns County and Florida Department of Environmental Protection (FDEP) Standards.
- Storm Water Management Facilities will be designed in accordance with SJRWMD and St. Johns County requirements. Costs have been included for the excavation of storm water management facilities, mass grading of the District, pipes, and structures.
- Storm water collection, paving, drainage, water, reuse and sewer utilities will be designed in accordance with St. Johns County and St. Johns County Utility standards and specifications.
- Jurisdictional wetland determinations have been completed for this Development. Wetland impacts, and the required mitigation will be provided and permitted through the St. Johns River Water Management District and Army Corps of Engineers. Cost supplied by ERS, Inc.
- The typical roadway sections utilized for the roadway cost were developed using the applicable St. Johns County standards.
- No costs have been included for excavation of material that may be unsuitable or the re-placement with structural fill (but does not include earthwork related to the private pad grading associated with the private lots).
- Land costs have not been included for the acquisition of roadway rights-of-way, the amenity center, recreational improvements, pocket parks or greenway.
- Landscaping, fencing and street trees, electrical and lighting have been projected using Phase 1 Construction cost as a basis.
- Parks and Recreation are based on an allowance supplied by the developer.
- The engineering fees, geotechnical engineering and environmental services are included in the cost of each item.
- For the purposes of this report, a 15% contingency factor is included.
- The Opinions of Probable Costs contained in this report are based upon year 2018 dollars and have been prepared based upon the information available at the time of this report. It is ETM's opinion that the costs are accurate based upon the available information at the time of this report.

## **PERMIT STATUS**

Exhibit 8 provides a table with the status of permits at the time listed on the table. In our opinion, there is a reasonable expectation that the permits required for the District improvements outlined in this report will be issued by the appropriate agencies; however, all permits are subject to final agency action. Finally, during development and implementation of the Master Project, it may be necessary to make modifications and/or deviations from the plans, and the District expressly reserves the right to do so.

## **LOCATION MAP EXHIBIT 1**

**VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.**

COUNTY ROAD 210

BEACON  
LAKE  
PRIVY.

ALTERNATE COUNTY ROAD 210

1500'

600'

BEACON LAKE PKWY.

COUNTY ROAD 210 WEST

200'

BEACON LAKE PKWY .

## Meadow View at Twin Creek Community Development District

### EXHIBIT 4

Proposed Funding, Construction, Maintenance and Final Ownership for District Facilities

Facility	Funded by:	Constructed by:	Maintenance Entity	Final Ownership
Collector Road / Loop Road	CDD	CDD	St. Johns County	St. Johns County
Local Roadways	CDD	CDD	CDD	CDD
Storm Water System	CDD	CDD	CDD	CDD
Utilities (Water, Sewer and Reuse)	CDD	CDD	St. Johns County Utility Department	St. Johns County Utility Department
Entry Feature and Signage	CDD	CDD	CDD	CDD
Project Landscaping / Hardscape / Fencing / Street Trees	CDD	CDD	CDD	CDD
Electrical and street lighting	CDD	CDD	CDD	CDD
Wetland Mitigation	CDD	CDD	CDD	CDD

# Beacon Lake Phase 2 and Beacon Lake Townhomes

## EXHIBIT 6

### Opinion of Probable Cost

Meadow View at Twin Creeks Community Development District

Revised date: July 10, 2018

#### Infrastructure Improvements - Beacon Lake Phase 2 Only

No.	Item	Estimated Amount
1	Roadway Infrastructure	\$ 3,412,000
2	Storm Water System and Earthworks	\$ 5,380,000
3	Utility System	\$ 1,220,000
4	Entry Feature and Signage	\$ 275,000
5	Neighborhood Parks and Recreation	\$ 250,000.00
6	Landscape, Lighting, Fencing and Street Trees	\$ 833,000
7	Electrical and Street Lights	\$ 315,000
8	Wetland Mitigation / Enhancement	\$ 28,000
9	Subtotal	\$ 11,713,000
10	Contingency - 15%	\$ 1,756,950
11	<b>Total Items 9 - 10</b>	<b>\$ 13,469,950</b>

#### Infrastructure Improvements - Beacon Lake Townhomes Only

No.	Item	Estimated Amount
12	Roadway Infrastructure	\$ 1,900,000
13	Storm Water System and Earthworks	\$ 1,920,000
14	Utility System (Water, Sewer and Reuse)	\$ 1,380,000
15	Entry Feature and Signage	\$ 325,000
16	Neighborhood Parks and Recreation	\$ 175,000
17	Landscape, Fencing and Street Trees	\$ 582,000
18	Electrical and Street Lights	\$ 296,000
19	Wetland Mitigation / Enhancement	\$ 22,000
20	Retaining Walls	\$ 1,100,000
21	Subtotal	\$ 7,700,000
22	Contingency - 15%	\$ 1,155,000
23	<b>Total Items 21 and 22</b>	<b>\$ 8,855,000</b>
24	<b>Total - Phase 2 and Townhomes (items 11 and 23)</b>	<b>\$ 22,324,950</b>

#### Notes:

1. This Opinion has been performed prior to final design and is subject to change and further refinement with updated Engineering design and / or agency review comments and approval.

2. This Opinion does not include: Impact fees, utility connection fees, cable, gas, or excessive unsuitable material.

#### England - Thims & Miller, Inc.

14775 Old St. Augustine Rd., Jacksonville, FL 32258

Phone (904) 642-8990 CA No: 2584

Lockwoods@etmcinc.com (904) 265-3163



**EXHIBIT 7**  
**Updated Opinion of Probable Cost with Phase I Contracts (Table 1) <sup>1</sup>**  
**Meadow View at Twin Creeks Community Development District**  
**Revised date: July 10, 2018**

**Infrastructure Improvements for Phase I and Future Phases**

No.	Infrastructure Improvement	PI - Budget <sup>1</sup>	P1- Contract(s) <sup>2</sup>	Paid to date <sup>2</sup>	Balance to Finish	Future Phases <sup>1</sup>
1	Earthwork	\$ 4,520,126.75	\$ 3,200,000.75	\$ 2,835,280.00	\$ 364,720.75	\$ 11,348,515.55
2	Water, Sewer, Reuse & Drainage	\$ 8,472,225.00	\$ 5,800,000.00	\$ 5,331,080.00	\$ 468,920.00	\$ 21,008,455.00
3	Roadway Improvements	\$ 3,249,708.00	\$ 2,593,125.00	\$ 2,384,721.31	\$ 208,403.69	\$ 10,664,584.00
4	Landscape / Hardscape	\$ 615,000.00	\$ 3,274,916.00	\$ 2,361,589.00	\$ 913,327.00	\$ 935,000.00
5	Recreation Improvements	\$ 5,200,000.00	\$ 7,157,175.00	\$ 2,168,737.00	\$ 4,988,438.00	\$ 4,550,000.00
6	Wetland Mitigation / Enhancement	\$ 230,000.00	\$ 376,833.00	\$ 376,833.00	\$ -	\$ 520,000.00
7	Subtotal	\$ 22,287,059.75	\$ 22,402,049.75	\$ 15,458,240.31	\$ 6,943,809.44	\$ 49,026,554.55
8	Contingency (20%)	\$ 4,457,411.95				\$ 9,805,310.91
9	Design & Permitting (12%)	\$ 2,674,447.17	\$ 1,803,078.00	\$ 1,721,900.00	\$ 81,178.00	\$ 5,883,186.55
10	Grand Total	\$ 29,418,918.87	\$ 24,205,127.75	\$ 17,180,140.31	\$ 7,024,987.44	\$ 64,715,052.01
11	<b>Total Items 9 - 10</b>					

**Master Project <sup>1</sup>**

1	Earthwork	\$ 15,868,642.30
2	Water, Sewer, Reuse & Drainage	\$ 29,480,680.00
3	Roadway Improvements	\$ 13,914,292.00
4	Landscape / Hardscape	\$ 1,550,000.00
5	Recreation Improvements	\$ 9,750,000.00
6	Wetland Mitigation / Enhancement	\$ 750,000.00
7	Subtotal	\$ 71,313,614.30
8	Contingency (20%)	\$ 14,262,722.86
9	Design & Permitting (12%)	\$ 8,557,633.72
10	Grand Total	\$ 94,133,970.88

**NOTE:**

1. Phase 1 Budget, Future Phases and Overall Project amounts taken from Table 1 from the Meadow View at Twin Creeks CDD First Supplemental Engineer's Report for Master Infrastructure - Phase I and Future Phases - Capital Improvement Plan - 10-6-16 by Scott Land, P.E. (ETM).

2. Phase I Contracts and paid to date based on information provided by Heartwood 23, LLC

3. This Opinion has been performed prior to final design and is subject to change and further refinement with updated Engineering design and / or agency review comments and approval.

4. This Opinion does not include: Impact fees, utility connection fees, cable, gas, or excessive unsuitable material.

**England - Thims & Miller, Inc.**

14775 Old St. Augustine Rd., Jacksonville, FL.  
32258

Phone (904) 642-8990 CA No: 2584

Lockwoods@etmcinc.com (904) 265-3163

# Meadow View at Twin Creeks Community Development District

## Legal Description

### APPENDIX – EXHIBIT 9

Parcel 2A

A Part Of Sections 9, 10, 11, 14 And 15, All Lying Within Township 5  
South, Range 28 East, St. Johns County, Florida, Being More  
Particularly Described As Follows:

Commence At The Southwest Corner Of Section 15, Township  
5 South, Range 28 East, St. Johns County, Florida; Thence North  
01°06'17" West, Along The Westerly Line Of Said Section 15, A Distance Of 2655.18 Feet; Thence North 00°50'08" West, Continuing  
Along Said Westerly Line Of Section 15, 1638.96 Feet To The Point Of Beginning; Thence Continue North 00°50'08" West, Along Said  
Westerly Line Of Section 15, 1063.63 Feet; Thence South 89°12'49" West, 47.18 Feet; Thence North 00°47'11" West, 80.97 Feet; Thence  
North 73°31'30" East, 211.36 Feet; Thence North 16°36'20" West, 62.03 Feet; Thence North 26°09'26" West, 232.84 Feet To An  
Intersection With A Line Lying 10.00 Feet Southeasterly Of And Parallel With The Southeasterly Right Of Way Line Of County Road No. 210  
(A 150.00 Foot Right Of Way Per St. Johns County Right Of Way Map Dated 8-15-2002); Thence North 51°03'23" East, Along Last Said Line,  
1364.84 Feet; Thence South 37°37'34" East, 342.24 Feet; Thence South 52°26'32" West, 284.47 Feet; Thence South 05°25'48" West,  
210.26 Feet; Thence South 10°09'43" East, 78.81 Feet; Thence South 10°12'14" West, 50.80 Feet; Thence South 38°25'05" West, 37.01  
Feet; Thence South 45°00'00" West, 28.28 Feet; Thence North 79°12'57" West, 42.76 Feet; Thence North 76°22'23" West, 33.96 Feet;  
Thence North 30°57'50" West, 46.65 Feet; Thence North 40°45'49" West, 76.58 Feet; Thence North 45°00'00" West, 18.48 Feet To A Point  
On A Curve; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Northerly, Having A Radius Of 180.00 Feet, An Arc  
Distance Of 31.22 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 63°58'50" East, 31.18 Feet; Thence South  
51°03'23" West, 188.44 Feet To A Point On A Curve; Thence Southwesterly, Along And Around The Arc Of Said Curve, Concave Easterly,  
Having A Radius Of 140.00 Feet, An Arc Distance Of 34.99 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South  
43°53'47" West, 34.90 Feet; Thence South 36°44'12" West, 25.73 Feet; Thence South 17°11'55" East, 41.38 Feet; Thence South 00°00'00"  
West, 112.00 Feet; Thence South 23°44'58" West, 81.94 Feet; Thence South 43°31'49" West, 57.55 Feet; Thence South 05°08'33" West,  
50.02 Feet; Thence South 20°06'59" East, 41.30 Feet; Thence South 15°29'01" East, 58.80 Feet; Thence South 08°09'34" West, 155.15 Feet  
To A Point On A Curve; Thence Easterly, Along And Around The Arc Of Said Curve, Concave Northerly, Having A Radius Of 140.00 Feet, An  
Arc Distance Of 143.65 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 74°46'37" East, 137.43 Feet; Thence  
North 71°33'31" East, 95.82 Feet; Thence North 34°56'44" East, 18.73 Feet; Thence North 48°39'08" East, 99.90 Feet; Thence North  
44°20'29" East, 61.52 Feet; Thence North 45°49'49" East, 48.80 Feet; Thence North 45°00'00" East, 7.07 Feet; Thence North 03°56'43"  
East, 116.28 Feet; Thence North 09°01'39" West, 108.34 Feet; Thence North 27°04'19" East, 50.54 Feet; Thence North 14°30'01" East,  
59.91 Feet; Thence North 69°35'24" East, 45.88 Feet; Thence South 71°00'12" East, 64.51 Feet; Thence South 57°43'37" East, 25.52 Feet;  
Thence South 33°18'28" East, 111.26 Feet; Thence North 66°14'00" East, 179.58 Feet; Thence North 23°46'00" West, 110.00 Feet; Thence  
North 66°14'00" East, 192.92 Feet To A Point On A Curve; Thence Northeasterly, Along And Around The Arc Of Said Curve, Concave  
Westerly, Having A Radius Of 240.00 Feet, An Arc Distance Of 243.40 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of  
North 37°10'47" East, 233.10 Feet To A Point On A Curve; Thence Northerly, Along And Around The Arc Of Said Curve, Concave Easterly,  
Having A Radius Of 415.00 Feet, An Arc Distance Of 539.68 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North  
15°31'07" West, 502.44 Feet; Thence North 21°44'09" East, 76.92 Feet To A Point On A Curve; Thence Northerly, Along And Around The  
Arc Of Said Curve, Concave Westerly, Having A Radius Of 212.41 Feet, An Arc Distance Of 225.22 Feet, Said Arc Being Subtended By A  
Chord Bearing And Distance Of North 08°38'22" West, 214.81 Feet; Thence North 39°00'52" West, 34.11 Feet; Thence North 84°00'52"  
West, 134.75 Feet To An Intersection With The Aforesaid Line Lying 10.00 Southeasterly And Parallel With The Southeasterly Right Of Way  
Line Of County Road No. 210; Thence North 51°03'23" East, Along Last Said Line, 314.76 Feet; Thence South 09°28'01" West, 96.50 Feet;  
Thence South 35°31'59" East, 74.37 Feet To A Point On A Curve; Thence Southerly, Along And Around The Arc Of Said Curve, Concave  
Westerly, Having A Radius Of 300.00 Feet, An Arc Distance Of 351.59 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of  
South 01°57'30" East, 331.81 Feet; Thence South 31°36'59" West, 52.36 Feet To A Point On A Curve; Thence Southerly, Along And Around  
The Arc Of Said Curve, Concave Easterly, Having A Radius Of 297.93 Feet, An Arc Distance Of 264.20 Feet, Said Arc Being Subtended By A  
Chord Bearing And Distance Of South 06°12'41" West, 255.63 Feet To A Point On A Curve; Thence Southeasterly, Along And Around The  
Arc Of Said Curve, Concave Northerly, Having A Radius Of 335.00 Feet, An Arc Distance Of 490.35 Feet, Said Arc Being Subtended By A  
Chord Bearing And Distance Of South 61°07'35" East, 447.73 Feet; Thence North 76°56'28" East, 786.40 Feet To A Point On A Curve;  
Thence Easterly, Along And Around The Arc Of Said Curve, Concave Southerly, Having A Radius Of 790.00 Feet, An Arc Distance Of 117.08  
Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 81°11'12" East, 116.97 Feet; Thence North 03°52'43" West,  
96.60 Feet; Thence North 00°00'00" East, 121.00 Feet; Thence North 16°04'25" East, 61.40 Feet; Thence North 24°37'25" East, 79.20 Feet;  
Thence North 21°11'39" East, 52.55 Feet; Thence North 19°12'46" East, 69.89 Feet; Thence North 27°04'19" West, 50.54 Feet; Thence  
North 06°06'56" West, 56.32 Feet; Thence North 07°25'53" East, 69.58 Feet; Thence North 56°00'13" East, 51.87 Feet; Thence North  
30°37'07" East, 56.94 Feet; Thence North 36°52'12" East, 45.00 Feet; Thence North 23°46'55" East, 47.61 Feet To A Point On A Curve;  
Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 882.15 Feet, An Arc Distance Of  
167.76 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 28°41'18" West, 167.51 Feet; Thence North 50°11'40"  
West, 10.13 Feet; Thence North 55°08'44" West, 68.24 Feet; Thence North 29°44'42" West, 64.50 Feet; Thence North 67°40'17" West,

60.54 Feet; Thence South 52°25'53" West, 32.80 Feet; Thence South 27°15'19" West, 37.12 Feet; Thence North 85°41'02" West, 53.15 Feet; Thence North 10°27'36" West, 66.10 Feet; Thence North 14°10'20" East, 102.11 Feet; Thence North 07°51'12" West, 117.10 Feet; Thence North 30°33'21" East, 96.38 Feet; Thence North 63°26'06" East, 129.69 Feet; Thence North 29°53'56" West, 239.15 Feet; Thence South 86°13'42" West, 20.21 Feet; Thence North 54°29'15" West, 43.60 Feet; Thence North 38°55'49" West, 1.06 Feet; Thence North 38°16'59" West, 2.99 Feet; Thence North 37°14'55" West, 2.27 Feet; Thence North 36°17'02" West, 5.12 Feet; Thence North 35°32'24" West, 2.90 Feet; Thence North 34°29'56" West, 8.98 Feet To An Intersection With The Aforesaid Line Lying 10.00 Southeasterly Of And Parallel With The Southeasterly Right Of Way Line Of County Road No. 210; Thence North 51°03'23" East, Along Last Said Line, 2211.96 Feet; Thence South 11°41'58" East, 154.72 Feet; Thence South 02°48'07" East, 51.29 Feet; Thence South 38°14'30" East, 37.60 Feet; Thence South 10°12'59" West, 77.30 Feet; Thence South 00°10'53" West, 51.14 Feet; Thence South 13°35'09" West, 107.29 Feet; Thence South 06°45'14" West, 61.21 Feet; Thence South 23°04'38" West, 60.07 Feet; Thence South 04°24'37" East, 46.82 Feet; Thence South 21°11'20" East, 141.23 Feet; Thence South 39°28'00" East, 39.42 Feet; Thence South 04°31'01" West, 34.05 Feet To A Point On A Curve; Thence Southerly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 310.00 Feet, An Arc Distance Of 27.03 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 11°32'54" East, 27.03 Feet; Thence South 55°09'20" East, 36.48 Feet; Thence South 23°52'05" West, 52.63 Feet; Thence South 00°12'21" West, 103.02 Feet; Thence South 68°09'20" West, 33.54 Feet; Thence South 08°24'09" West, 27.07 Feet; Thence South 17°53'48" West, 23.93 Feet; Thence South 13°37'53" East, 73.13 Feet; Thence North 48°08'01" East, 35.22 Feet; Thence North 52°51'36" East, 33.05 Feet; Thence South 40°11'47" East, 47.13 Feet; Thence South 11°42'30" East, 54.36 Feet; Thence South 64°07'42" East, 41.72 Feet; Thence South 22°14'42" East, 37.95 Feet; Thence South 06°39'01" West, 65.94 Feet; Thence South 31°13'54" West, 28.76 Feet; Thence South 06°47'56" East, 2.43 Feet; Thence South 37°29'44" East, 170.64 Feet; Thence North 71°32'01" East, 46.75 Feet; Thence North 86°36'12" East, 9.14 Feet To A Point On A Curve; Thence Easterly, Along And Around The Arc Of Said Curve, Concave Southerly, Having A Radius Of 806.86 Feet, An Arc Distance Of 107.64 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 75°40'08" East, 107.56 Feet; Thence North 29°55'40" East, 35.11 Feet; Thence North 64°44'02" East, 56.09 Feet; Thence North 01°59'41" East, 37.40 Feet; Thence North 71°15'15" East, 79.62 Feet; Thence North 35°24'15" East, 58.02 Feet; Thence North 04°51'45" East, 12.74 Feet; Thence South 74°01'24" East, 48.75 Feet; Thence South 48°21'07" East, 54.87 Feet; Thence South 40°42'40" East, 59.63 Feet; Thence South 35°18'14" East, 85.45 Feet; Thence South 24°07'43" East, 67.15 Feet; Thence South 23°49'17" East, 117.40 Feet; Thence South 17°15'18" East, 95.07 Feet; Thence South 47°46'07" West, 10.86 Feet; Thence South 43°12'21" West, 207.41 Feet; Thence South 65°48'17" West, 44.65 Feet; Thence North 69°39'29" West, 54.11 Feet; Thence North 61°24'33" West, 56.27 Feet; Thence North 17°08'28" West, 35.88 Feet; Thence North 05°27'16" West, 46.80 Feet; Thence North 45°08'58" West, 83.91 Feet; Thence North 25°22'45" West, 7.36 Feet; Thence South 88°52'03" West, 74.47 Feet; Thence South 75°48'02" West, 25.90 Feet To A Point On A Curve; Thence Southwesterly, Along And Around The Arc Of Said Curve, Concave Southerly, Having A Radius Of 400.00 Feet, An Arc Distance Of 120.48 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 67°41'17" West, 120.03 Feet; Thence South 59°03'33" West, 24.84 Feet To A Point On A Curve; Thence Westerly, Along And Around The Arc Of Said Curve, Concave Northerly, Having A Radius Of 170.00 Feet, An Arc Distance Of 57.55 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 68°45'26" West, 57.27 Feet; Thence South 56°44'49" West, 36.54 Feet; Thence South 60°31'37" West, 46.87 Feet; Thence South 08°53'02" East, 27.15 Feet; Thence South 28°42'54" West, 30.51 Feet; Thence South 16°31'14" West, 3.86 Feet; Thence Southerly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 400.00 Feet, An Arc Distance Of 26.47 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 12°24'52" East, 26.46 Feet To A Point On A Curve; Thence Southeasterly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 70.00 Feet, An Arc Distance Of 77.67 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 21°47'41" East, 73.75 Feet; Thence South 74°52'04" East, 140.44 Feet To A Point On A Curve; Thence Southwesterly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 160.61 Feet, An Arc Distance Of 112.94 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 33°54'45" West, 110.63 Feet; Thence South 17°07'42" West, 21.59 Feet; Thence South 40°55'53" West, 50.29 Feet; Thence South 51°40'54" West, 62.19 Feet; Thence South 63°20'15" West, 172.29 Feet To A Point On A Curve; Thence Southeasterly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 960.00 Feet, An Arc Distance Of 63.29 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 40°31'48" East, 63.27 Feet; Thence North 76°57'21" East, 136.89 Feet; Thence North 76°51'41" East, 58.68 Feet; Thence North 78°19'50" East, 58.84 Feet; Thence North 71°27'23" East, 51.68 Feet; Thence North 66°51'41" East, 44.64 Feet; Thence North 27°56'26" East, 49.37 Feet; Thence North 81°25'57" East, 66.37 Feet; Thence North 06°30'33" West, 66.05 Feet; Thence North 68°29'54" East, 58.92 Feet; Thence North 57°51'05" East, 45.34 Feet; Thence North 69°57'10" East, 55.57 Feet; Thence North 83°23'43" East, 39.63 Feet; Thence North 82°03'46" East, 45.84 Feet; Thence North 51°48'48" East, 43.60 Feet; Thence North 52°24'59" East, 38.93 Feet; Thence South 79°19'33" East, 54.05 Feet; Thence South 53°44'48" East, 67.69 Feet; Thence South 65°55'06" East, 42.26 Feet; Thence South 87°24'52" East, 26.16 Feet; Thence South 02°53'09" East, 98.98 Feet; Thence North 73°36'17" West, 20.75 Feet; Thence South 30°31'00" West, 44.14 Feet; Thence South 26°32'20" West, 29.45 Feet; Thence South 57°34'01" West, 31.16 Feet; Thence South 00°45'11" East, 52.04 Feet; Thence South 60°03'02" West, 48.22 Feet; Thence South 11°17'31" East, 70.24 Feet; Thence South 54°18'57" East, 56.72 Feet; Thence South 50°09'01" East, 64.31 Feet; Thence North 69°32'40" East, 35.68 Feet; Thence South 24°45'43" East, 53.13 Feet; Thence South 10°27'32" East, 74.24 Feet; Thence South 29°56'24" East, 40.92 Feet; Thence South 10°26'11" East, 50.04 Feet; Thence South 48°22'26" East, 43.04 Feet; Thence South 05°19'08" East, 67.29 Feet; Thence South 13°26'08" East, 49.35 Feet; Thence South 22°45'33" West, 33.22 Feet; Thence South 24°27'50" East, 43.07 Feet; Thence South 33°44'59" East, 59.88 Feet; Thence South 49°32'33" East, 36.15 Feet; Thence South 67°43'49" East, 51.08 Feet; Thence South 49°09'12" East, 45.12 Feet; Thence South 25°57'29" East, 59.02 Feet; Thence South 06°35'09" East, 43.97 Feet; Thence South 09°34'40" East, 46.83 Feet; Thence North 87°44'43" East, 35.69 Feet; Thence North 89°20'33" East, 21.26 Feet; Thence South 49°04'17" East, 41.76 Feet; Thence South 28°27'02" East, 17.40 Feet; Thence South 33°33'52" East, 93.18 Feet; Thence North 81°31'24" East, 16.34 Feet; Thence South 23°36'14" East, 54.52 Feet; Thence South 29°56'05" East, 42.65 Feet; Thence South 36°45'21" East, 50.78 Feet; Thence South 20°47'05" West, 58.23 Feet; Thence South 24°58'38" West, 14.61 Feet; Thence South 11°15'02" East, 12.11 Feet; Thence South 19°31'28" East, 9.67 Feet; Thence South 01°14'12" East, 31.56 Feet To A Point On A Curve; Thence Southerly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 475.00 Feet, An Arc Distance Of 6.37 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 17°31'45" East, 6.37 Feet To A Point On A Curve; Thence Southerly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 410.00 Feet, An Arc Distance Of 158.47 Feet,

Said Arc Being Subtended By A Chord Bearing And Distance Of South 07°15'15" West, 157.48 Feet; Thence South 77°40'19" East, A Distance Of 14.85 Feet; Thence South 84°45'02" East, 30.93 Feet; Thence South 64°41'13" West, 52.01 Feet; Thence South 56°16'14" West, 21.03 Feet; Thence South 05°15'14" East, 15.23 Feet; Thence South 89°43'10" East, 52.46 Feet; Thence South 19°30'30" West, 30.12 Feet; Thence North 76°27'59" West, 31.29 Feet; Thence South 10°53'25" West, 23.70 Feet; Thence South 52°27'54" East, 28.06 Feet; Thence South 32°16'22" West, 19.94 Feet; Thence South 53°29'47" West, 34.14 Feet; Thence South 20°42'26" East, 34.50 Feet; Thence South 10°10'48" West, 34.63 Feet; Thence South 49°25'22" West, 38.10 Feet; Thence South 04°57'03" West, 39.11 Feet; Thence South 32°39'26" East, 36.49 Feet; Thence South 37°52'15" East, 34.64 Feet; Thence South 61°52'38" East, 37.74 Feet; Thence South 45°36'38" East, 29.06 Feet; Thence North 85°37'57" East, 28.98 Feet; Thence North 06°18'04" East, 55.55 Feet; Thence North 20°11'28" East, 37.28 Feet; Thence North 70°53'33" East, 37.53 Feet; Thence North 06°48'47" West, 26.52 Feet; Thence North 42°37'10" East, 29.76 Feet; Thence North 11°51'48" East, 38.53 Feet; Thence North 88°22'09" West, 12.75 Feet; Thence North 41°00'18" West, 23.28 Feet; Thence North 11°53'28" East, 19.33 Feet; Thence North 24°35'31" East, 38.16 Feet; Thence North 69°06'59" East, 21.86 Feet; Thence North 84°44'40" East, 17.58 Feet; Thence South 28°09'08" East, 15.81 Feet; Thence South 24°35'48" East, 16.96 Feet; Thence South 13°48'09" West, 22.95 Feet; Thence South 64°51'27" East, 10.59 Feet; Thence South 36°19'11" East, 35.53 Feet; Thence South 69°40'13" East, 50.93 Feet; Thence South 41°02'06" East, 26.63 Feet; Thence South 11°29'34" West, 26.79 Feet; Thence South 20°42'14" East, 23.60 Feet; Thence South 00°17'54" East, 66.25 Feet; Thence South 67°26'48" East, 34.05 Feet; Thence North 87°06'57" East, 42.57 Feet; Thence South 76°33'44" East, 35.65 Feet; Thence South 49°57'20" West, 31.72 Feet; Thence South 71°32'16" West, 22.56 Feet; Thence South 72°21'06" East, 42.38 Feet; Thence South 47°04'15" West, 42.31 Feet; Thence North 86°34'37" East, 41.52 Feet; Thence South 11°07'21" West, 57.83 Feet; Thence South 07°44'23" East, 36.71 Feet; Thence South 29°35'10" East, 35.92 Feet; Thence South 30°48'45" East, 50.65 Feet; Thence South 49°28'03" West, 41.58 Feet; Thence South 22°18'42" West, 32.27 Feet; Thence South 04°56'41" West, 67.60 Feet To A Point On A Curve; Thence Southerly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 445.40 Feet, An Arc Distance Of 112.94 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 15°10'04" East, 112.63 Feet; Thence South 79°36'50" West, 106.03 Feet; Thence Southerly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 305.00 Feet, An Arc Distance Of 123.17 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 05°53'04" West, 122.33 Feet; Thence South 17°27'11" West, 53.52 Feet To A Point On A Curve; Thence Southerly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 75.00 Feet, An Arc Distance Of 37.28 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 11°08'29" East, 36.89 Feet; Thence South 67°25'53" East, 101.83 Feet; Thence North 36°16'04" East, 20.97 Feet; Thence North 61°15'31" East, 41.05 Feet; Thence South 12°57'08" East, 65.98 Feet; Thence South 26°29'28" East, 41.56 Feet; Thence North 83°53'03" East, 40.19 Feet; Thence South 25°23'04" East, 54.98 Feet; Thence South 20°38'22" East, 38.32 Feet; Thence South 61°06'35" West, 62.66 Feet; Thence South 03°59'44" East, 40.29 Feet; Thence South 20°14'44" East, 31.75 Feet; Thence South 05°34'03" East, 61.29 Feet To A Point On A Curve; Thence Southeasterly, Along And Around The Arc Of Said Curve, Concave Southerly, Having A Radius Of 510.00 Feet, An Arc Distance Of 61.57 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 54°57'19" East, 61.53 Feet ; Thence North 07°48'58" East, 35.47 Feet; Thence North 25°58'58" East, 40.08 Feet; Thence North 89°19'13" East, 40.04 Feet; Thence South 54°41'11" East, 38.60 Feet; Thence South 36°21'56" West, 35.41 Feet; Thence South 43°28'36" West, 33.38 Feet; Thence South 29°54'01" East, 28.07 Feet; Thence South 67°28'55" East, 31.23 Feet; Thence South 45°03'01" East, 40.33 Feet; Thence South 36°11'15" East, 35.31 Feet; Thence South 02°08'30" East, 28.23 Feet; Thence South 12°45'44" East, 38.25 Feet; Thence South 11°58'58" West, 25.56 Feet To A Point On A Curve; Thence Southerly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 510.00 Feet, An Arc Distance Of 125.30 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 17°30'41" East, 124.99 Feet To A Point On A Curve; Thence Southerly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 564.99 Feet, An Arc Distance Of 276.71 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 00°40'34" East, 273.95 Feet; Thence North 77°44'23" East, 0.34 Feet; Thence North 47°02'49" East, 36.37 Feet; Thence South 00°59'40" West, 69.65 Feet; Thence South 28°39'14" East, 34.45 Feet; Thence South 14°44'32" West, 36.12 Feet; Thence South 37°11'54" West, 47.10 Feet; Thence South 67°15'50" West, 26.93 Feet; Thence South 29°01'20" East, 17.37 Feet; Thence South 05°35'19" East, 21.21 Feet; Thence South 62°02'04" West, 23.09 Feet; Thence South 07°36'00" West, 36.67 Feet; Thence North 83°32'41" West, 19.91 Feet; Thence South 04°14'18" West, 3.64 Feet; Thence South 05°41'22" West, 16.16 Feet; Thence South 05°41'22" West, 25.59 Feet To A Point On A Curve; Thence Southerly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 180.00 Feet, An Arc Distance Of 60.55 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 05°01'02" East, 60.27 Feet To A Point On A Curve; Thence Southerly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 180.00 Feet, An Arc Distance Of 67.27 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 15°19'36" West, 66.88 Feet; Thence South 07°18'17" East, 80.05 Feet; Thence South 36°32'57" East, 35.96 Feet; Thence South 27°57'47" East, 54.21 Feet; Thence South 00°28'35" East, 35.25 Feet; Thence South 24°38'24" East, 9.12 Feet; Thence North 15°10'31" East, 40.00 Feet; Thence South 35°01'37" East, 23.64 Feet; Thence South 60°33'08" East, 26.17 Feet; Thence South 54°34'42" East, 30.40 Feet; Thence South 26°40'07" East, 23.26 Feet; Thence South 12°28'36" East, 40.89 Feet; Thence South 77°02'31" West, 25.24 Feet; Thence South 00°37'16" West, 50.15 Feet; Thence North 86°13'32" East, 275.60 Feet To A Point On A Curve; Thence Northeasterly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 760.00 Feet, An Arc Distance Of 1205.08 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 40°48'02" East, 1082.75 Feet; Thence South 20°49'10" East, 0.64 Feet; Thence South 10°37'38" East, 81.25 Feet; Thence North 80°41'13" East, 25.05 Feet; Thence South 01°38'20" West, 16.08 Feet; Thence South 47°41'17" West, 25.53 Feet; Thence South 09°58'59" East, 19.79 Feet; Thence South 04°40'16" West, A Distance Of 47.25 Feet; Thence South 08°51'58" East, 58.43 Feet; Thence South 71°09'16" East, 29.21 Feet; Thence South 05°53'40" East, 16.96 Feet To A Point On A Curve; Thence Southwesterly, Along And Around The Arc Of Said Curve, Concave Northerly, Having A Radius Of 840.00 Feet, An Arc Distance Of 1063.22 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 49°57'54" West, 993.65 Feet; Thence South 86°13'32" West, A Distance Of 866.22 Feet To A Point Of Curvature; Thence Southwesterly, Along And Around The Arc Of Said Curve, Concave Southeasterly, Having A Radius Of 180.00 Feet, An Arc Distance Of 113.54 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 68°09'16" West, 111.67 Feet; Thence South 50°05'00" West, 11.55 Feet To A Point On A Curve; Thence Southwesterly, Along And Around The Arc Of Said Curve, Concave Southeasterly, Having A Radius Of 60.00 Feet, An Arc Distance Of 55.47 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 23°35'56" West, 53.51 Feet To A Point Of Compound Curvature; Thence Southeasterly, Along And Around The Arc Of Said Curve, Concave Northeasterly, Having A Radius Of 220.00 Feet, An Arc Distance

Of 128.26 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 19°35'15" East, 126.45 Feet; Thence South 36°17'22" East, 4.50 Feet To A Point On A Curve; Thence Southeasterly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 330.00 Feet, An Arc Distance Of 114.26 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 26°22'14" East, 113.69 Feet; Thence South 77°00'43" East, 48.54 Feet; Thence North 63°13'47" East, 42.76 Feet; Thence South 27°26'46" West, 48.48 Feet; Thence South 51°04'54" East, 23.47 Feet; Thence South 87°26'01" East, 27.83 Feet; Thence South 14°39'04" East, 66.22 Feet; Thence South 31°00'19" West, 48.72 Feet; Thence South 26°46'01" West, 49.21 Feet; Thence South 42°24'41" West, 40.81 Feet; Thence South 26°27'22" West, 49.11 Feet; Thence South 14°29'49" West, 56.87 Feet; Thence South 03°39'39" West, 61.10 Feet; Thence South 11°49'22" East, 42.39 Feet; Thence South 42°27'43" East, 42.11 Feet; Thence South 39°01'45" East, 51.67 Feet; Thence South 43°23'29" East, 48.46 Feet; Thence North 41°50'00" East, 42.70 Feet; Thence North 37°26'22" East, 21.99 Feet; Thence North 11°59'39" East, 66.68 Feet; Thence North 37°25'24" East, 41.60 Feet; Thence North 39°35'49" East, 28.68 Feet; Thence North 46°37'19" East, 39.60 Feet; Thence North 52°44'51" East, 46.02 Feet; Thence North 61°13'29" East, 41.90 Feet; Thence North 58°57'26" East, 27.20 Feet; Thence South 44°01'45" East, 39.52 Feet; Thence South 43°21'12" East, 46.75 Feet; Thence South 46°48'40" West, 40.80 Feet; Thence South 49°18'27" West, 27.02 Feet; Thence South 30°19'55" West, 18.99 Feet; Thence South 26°35'05" East, 27.53 Feet; Thence South 37°07'07" East, 42.42 Feet; Thence North 35°54'44" East, 36.95 Feet; Thence North 23°17'56" East, 115.28 Feet; Thence North 52°27'38" East, 36.53 Feet; Thence North 56°30'30" East, 36.18 Feet; Thence North 74°43'41" East, 22.59 Feet; Thence North 18°38'15" East, 23.89 Feet; Thence North 84°34'20" East, 53.30 Feet; Thence South 84°45'12" East, 66.80 Feet; Thence North 59°49'20" East, 49.01 Feet; Thence North 18°21'03" East, 43.50 Feet; Thence South 82°20'55" East, 33.24 Feet; Thence South 74°04'30" East, 23.49 Feet; Thence South 77°54'51" East, 18.57 Feet; Thence South 67°08'37" East, 45.87 Feet; Thence North 78°33'37" East, 46.05 Feet; Thence South 46°17'36" East, 23.62 Feet; Thence South 80°51'10" East, 54.81 Feet; Thence North 82°38'49" East, 32.80 Feet; Thence North 76°17'27" East, 66.39 Feet; Thence North 76°12'22" East, 40.77 Feet; Thence North 55°49'21" East, 9.95 Feet; Thence South 03°50'38" East, 50.72 Feet; Thence South 50°52'04" East, 50.43 Feet; Thence South 61°07'39" East, 57.27 Feet; Thence South 59°05'59" East, 26.27 Feet; Thence South 00°03'49" West, 79.34 Feet; Thence South 17°58'24" West, 80.64 Feet; Thence South 04°00'26" West, 35.92 Feet; Thence South 26°10'12" West, 43.91 Feet; Thence South 06°34'07" East, 41.45 Feet; Thence South 14°07'56" East, 51.09 Feet; Thence South 20°40'32" West, 64.64 Feet; Thence South 32°13'59" West, 65.05 Feet; Thence South 72°31'50" West, 37.56 Feet; Thence South 34°12'14" West, 61.66 Feet; Thence South 06°46'02" West, 27.55 Feet; Thence South 00°55'28" East, 46.30 Feet; Thence South 23°09'30" West, 72.24 Feet; Thence South 60°34'26" West, 22.98 Feet; Thence South 25°57'51" West, 11.23 Feet; Thence South 08°09'11" East, 219.83 Feet; Thence South 60°34'17" East, 31.17 Feet; Thence South 08°20'43" East, 75.31 Feet; Thence South 75°51'12" East, 44.38 Feet; Thence South 45°43'51" East, 54.05 Feet; Thence South 27°36'22" East, 41.25 Feet; Thence South 43°10'33" East, 60.78 Feet; Thence South 65°23'27" East, 50.65 Feet; Thence South 11°50'27" East, 27.17 Feet; Thence South 06°41'13" East, 35.08 Feet; Thence South 12°47'51" East, 71.60 Feet; Thence South 17°54'50" East, 67.51 Feet; Thence South 22°18'06" West, 68.81 Feet; Thence South 28°39'03" East, 76.31 Feet; Thence South 16°55'01" West, 34.24 Feet; Thence South 13°28'22" West, 63.36 Feet; Thence South 45°56'33" West, 4.50 Feet To A Point On A Curve; Thence Southwesterly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 180.00 Feet, An Arc Distance Of 138.85 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 26°35'39" West, 135.43 Feet; Thence South 59°16'28" West, 52.62 Feet; Thence South 30°06'44" West, 36.23 Feet; Thence South 15°25'27" East, 24.09 Feet; Thence North 62°34'36" East, 44.15 Feet; Thence South 09°39'08" West, 102.45 Feet; Thence South 85°08'49" West, 72.38 Feet; Thence South 86°28'25" West, 32.21 Feet; Thence North 39°57'04" West, 36.81 Feet; Thence North 65°49'22" West, 46.16 Feet; Thence North 85°45'29" West, 30.78 Feet; Thence North 78°15'26" West, 51.39 Feet; Thence North 26°11'55" West, 48.74 Feet; Thence North 51°41'11" East, 53.24 Feet; Thence North 35°41'31" East, 44.07 Feet To A Point On A Curve; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 179.98 Feet, An Arc Distance Of 28.99 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 43°02'48" West, 28.96 Feet; Thence North 36°54'40" West, 9.56 Feet; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 179.55 Feet, An Arc Distance Of 56.48 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 26°24'03" West, 56.25 Feet; Thence North 78°37'02" West, 45.77 Feet; Thence South 78°18'44" West, 78.11 Feet; Thence North 61°44'12" West, 19.59 Feet; Thence South 07°14'11" West, 43.55 Feet; Thence South 69°58'22" West, 38.43 Feet; Thence North 84°56'42" West, 73.71 Feet; Thence North 42°01'43" West, 35.93 Feet; Thence South 69°12'37" West, 51.81 Feet; Thence South 67°47'53" West, 32.75 Feet; Thence South 48°10'50" West, 47.87 Feet; Thence South 44°01'00" West, 71.32 Feet; Thence South 41°20'59" West, 31.92 Feet; Thence South 46°52'49" West, 50.82 Feet; Thence South 59°51'34" West, 25.75 Feet; Thence South 49°16'54" West, 48.49 Feet; Thence South 55°57'02" West, 65.07 Feet; Thence South 16°43'14" West, 44.03 Feet; Thence South 05°35'57" West, 55.46 Feet; Thence South 38°44'35" West, 59.93 Feet; Thence South 27°19'06" West, 51.05 Feet; Thence South 27°28'46" West, 42.53 Feet; Thence South 89°33'57" West, 803.49 Feet; Thence North 14°59'21" West, 272.84 Feet To A Point On A Curve; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 314.27 Feet, An Arc Distance Of 83.09 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 40°17'01" West, 82.84 Feet To A Point On A Curve; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 318.58 Feet, An Arc Distance Of 74.61 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 41°08'54" West, 74.44 Feet To A Point On A Curve; Thence Northerly, Long And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 460.00 Feet, An Arc Distance Of 771.05 Feet, Said Rc Being Subtended By A Chord Bearing And Distance Of North 13°34'50" East, 683.90 Feet; Thence North 61°36'00" East, 287.18 Feet To A Point On A Curve; Thence Northeasterly, Along And Around The Rc Of Said Curve, Concave Westerly, Having A Radius Of 574.66 Feet, An Arc Distance Of 498.21 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 36°45'48" East, 482.75 Feet; Thence North 11°55'36" East, 152.87 Feet; Thence Northerly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 380.00 Feet, An Arc Distance Of 231.62 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 17°41'24" West, 228.05 Feet; Thence North 00°13'42" West, 85.97 Feet To A Point On A Curve; Thence Northerly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 430.00 Feet, An Arc Distance Of 113.89 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 07°21'35" East, 113.56 Feet; Thence North 14°56'51" East, 122.62 Feet To A Point On A Curve; Thence Northerly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 270.00 Feet, An Arc Distance Of 241.45 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 10°40'16" West, 233.48 Feet; Thence North 36°17'22" West, 4.50 Feet To A Point On A Curve; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Northeasterly, Having A Radius Of 280.00 Feet, An Arc Distance Of

126.39 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 23°21'29" West, 125.32 Feet To A Point Of Reverse Curvature; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Southwesterly, Having A Radius Of 180.00 Feet, An Arc Distance Of 107.81 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 27°35'05" West, 106.20 Feet; Thence North 44°44'34" West, 9.27 Feet To A Point On A Curve; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Southerly, Having A Radius Of 60.00 Feet, An Arc Distance Of 51.35 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 69°15'31" West, 49.79 Feet; Thence South 86°13'32" West, 445.52 Feet To A Point On A Curve; Thence Westerly, Along And Around The Arc Of Said Curve, Concave Northerly, Having A Radius Of 1140.00 Feet, An Arc Distance Of 808.55 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 73°27'20" West, 791.71 Feet To A Point On A Curve; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Northerly, Having A Radius Of 1140.00 Feet, An Arc Distance Of 109.18 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 50°23'35" West, 109.14 Feet To A Point On A Curve; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 1140.00 Feet, An Arc Distance Of 654.48 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 31°12'09" West, 645.53 Feet To A Point On A Curve; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Southerly, Having A Radius Of 25.00 Feet, An Arc Distance Of 39.34 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 59°50'01" West, 35.40 Feet; Thence South 75°05'20" West, 27.24 Feet To A Point On A Curve; Thence Southerly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 440.00 Feet, An Arc Distance Of 269.98 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 13°55'12" East, 265.76 Feet; Thence South 31°29'53" East, 54.58 Feet To A Point On A Curve; Thence Southwesterly, Along And Around The Arc Of Said Curve, Concave Northerly, Having A Radius Of 410.00 Feet, An Arc Distance Of 1194.83 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 51°59'19" West, 814.71 Feet; Thence North 45°27'07" West, 233.34 Feet; Thence North 46°17'58" West, 120.80 Feet To A Point On A Curve; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Southerly, Having A Radius Of 1041.74 Feet, An Arc Distance Of 206.30 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 61°34'29" West, 205.96 Feet; Thence North 39°19'39" West, 329.70 Feet; Thence South 83°51'34" West, 387.29 Feet; Thence South 86°14'23" West, 408.03 Feet; Thence South 65°37'58" West, 188.43 Feet; Thence South 49°33'27" West, 248.40 Feet; Thence South 39°39'14" West, 105.76 Feet; Thence South 54°43'14" West, 78.70 Feet; Thence South 62°26'43" West, 111.37 Feet; Thence South 73°37'25" West, 74.92 Feet; Thence South 79°47'55" West, 56.91 Feet; Thence South 67°41'18" West, 169.66 Feet; Thence South 54°15'34" West, 104.21 Feet; Thence South 66°18'47" West, 186.72 Feet; Thence South 22°19'09" West, 59.84 Feet; Thence South 66°22'14" West, 12.52 Feet; Thence South 73°36'38" West, 17.72 Feet; Thence South 78°41'24" West, 35.69 Feet; Thence South 78°21'59" West, 34.71 Feet; Thence North 86°43'04" West, 43.30 Feet; Thence North 74°31'42" West, 72.88 Feet; Thence South 85°59'22" West, 36.43 Feet To A Point On A Curve; Thence Southwesterly, Along And Around The Arc Of Said Curve, Concave Southeasterly, Having A Radius Of 17.00 Feet, An Arc Distance Of 8.67 Feet, Said Curve Being Subtended By A Chord Bearing And Distance Of South 71°23'02" West, 8.57 Feet; Thence South 56°46'43" West, 171.47 Feet To A Point On A Curve; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Northeasterly, Having A Radius Of 48.00 Feet, An Arc Distance Of 102.30 Feet, Said Curve Being Subtended By A Chord Bearing And Distance Of North 62°09'52" West, 84.01 Feet; Thence North 01°06'27" West, 322.22 Feet; Thence North 13°52'52" West, 65.90 Feet; Thence South 78°58'15" East, 22.00 Feet; Thence North 27°44'20" East, 58.44 Feet; Thence South 20°23'31" East, 20.83 Feet; Thence North 71°44'41" East, 44.14 Feet; Thence North 01°26'06" East, 76.10 Feet; Thence North 46°58'17" East, 19.53 Feet; Thence South 85°10'34" East, 51.97 Feet; Thence South 40°31'09" East, 120.38 Feet; Thence South 88°12'49" East, 41.67 Feet; Thence North 01°11'31" East, 32.93 Feet; Thence South 70°21'28" East, 67.44 Feet; Thence North 12°53'57" West, 55.53 Feet; Thence North 42°18'15" West, 33.18 Feet; Thence North 02°46'44" East, 46.51 Feet; Thence North 65°04'58" East, 34.17 Feet; Thence North 40°02'45" West, 21.95 Feet; Thence North 54°11'39" West, 56.16 Feet; Thence North 77°05'52" East, 43.82 Feet; Thence North 68°19'57" East, 46.77 Feet; Thence South 09°00'32" West, 22.92 Feet; Thence South 80°02'32" East, 30.23 Feet; Thence North 87°58'05" East, 16.39 Feet; Thence South 82°05'06" East, 77.08 Feet; Thence North 68°10'32" East, 30.53 Feet; Thence North 03°18'41" West, 63.31 Feet; Thence North 23°17'03" West, 12.48 Feet; Thence North 21°29'26" West, 41.76 Feet; Thence North 08°47'51" East, 43.24 Feet; Thence North 51°29'28" East, 55.02 Feet; Thence South 19°06'01" East, 130.99 Feet; Thence South 66°12'14" East, 8.36 Feet; Thence North 48°55'27" East, 66.34 Feet; Thence South 00°43'09" East, 73.18 Feet; Thence North 71°57'09" East, 39.67 Feet; Thence South 43°39'28" East, 64.51 Feet; Thence North 61°28'09" East, 231.33 Feet; Thence North 10°37'03" East, 19.09 Feet; Thence North 38°16'52" East, 68.58 Feet; Thence South 52°38'35" East, 44.61 Feet; Thence North 81°49'12" East, 71.82 Feet; Thence North 30°02'37" East, 39.63 Feet; Thence South 38°22'28" East, 32.31 Feet; Thence North 62°31'08" East, 31.21 Feet; Thence North 52°46'07" East, 37.85 Feet; Thence North 42°40'47" East, 58.44 Feet; Thence North 31°18'01" East, 2.29 Feet; Thence North 36°52'29" West, 13.68 Feet; Thence North 10°26'01" West, 49.40 Feet; Thence South 78°37'22" West, 36.17 Feet; Thence North 34°41'19" West, 39.20 Feet; Thence North 56°38'50" East, 114.33 Feet; Thence North 24°33'48" East, 23.44 Feet; Thence North 33°41'01" East, 50.78 Feet; Thence North 89°06'13" East, 17.71 Feet; Thence North 20°38'28" East, 54.87 Feet; Thence South 48°45'54" East, 29.25 Feet; Thence South 89°35'17" East, 40.20 Feet; Thence South 79°26'57" East, 38.98 Feet; Thence South 65°57'38" East, 18.57 Feet; Thence North 80°19'59" East, 24.51 Feet; Thence North 77°12'08" East, 16.18 Feet; Thence North 43°40'37" East, 30.19 Feet; Thence North 65°26'29" East, 79.49 Feet; Thence North 50°06'33" East, 56.74 Feet; Thence North 76°21'13" East, 64.03 Feet; Thence North 73°13'29" East, 40.58 Feet; Thence North 89°31'59" East, 57.04 Feet; Thence South 69°06'20" East, 23.03 Feet; Thence North 78°35'24" East, 60.35 Feet To A Point On A Curve; Thence Northeasterly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 560.00 Feet, An Arc Distance Of 390.50 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 32°42'03" East, 382.64 Feet; Thence North 52°31'34" East, 11.18 Feet To A Point On A Curve; Thence Northeasterly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 190.00 Feet, An Arc Distance Of 185.01 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 24°37'52" East, 177.78 Feet; Thence North 03°15'50" West, 19.37 Feet To A Point On A Curve; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Southerly, Having A Radius Of 55.00 Feet, An Arc Distance Of 100.74 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 56°05'59" West, 87.23 Feet; Thence South 71°47'44" West, 40.17 Feet; Thence South 76°34'46" West, 139.62 Feet; Thence South 16°15'16" West, 34.42 Feet; Thence South 20°39'17" East, 35.77 Feet; Thence South 58°11'32" East, 52.50 Feet; Thence North 88°31'42" West, 25.66 Feet; Thence South 77°50'21" West, 57.93 Feet; Thence South 79°06'30" West, 38.09 Feet; Thence South 55°27'06" West, 51.87 Feet; Thence South 57°00'00" West, 25.49 Feet; Thence North 50°34'14" West, 64.88 Feet; Thence North 18°35'54" West, 31.15 Feet; Thence North 48°28'12" West, 39.64 Feet; Thence North 77°37'22" West, 35.85 Feet; Thence North 64°58'26" West,

24.49 Feet; Thence South 59°38'28" West, 25.33 Feet; Thence South 34°45'41" West, 90.42 Feet; Thence North 30°30'58" West, 91.85 Feet; Thence North 39°37'55" West, 63.52 Feet; Thence North 31°29'44" East, 56.36 Feet; Thence North 89°52'17" West, 14.25 Feet; Thence North 07°24'57" West, 100.26 Feet; Thence North 57°32'02" East, 56.24 Feet; Thence North 27°28'53" West, 61.96 Feet; Thence North 28°56'49" West, 34.43 Feet; Thence North 15°14'26" West, 42.08 Feet; Thence North 20°07'02" West, 20.70 Feet; Thence North 58°36'49" East, 68.46 Feet; Thence North 41°04'16" East, 27.35 Feet; Thence South 88°23'49" East, 27.56 Feet; Thence North 55°02'43" East, 48.78 Feet; Thence North 29°14'06" East, 20.66 Feet; Thence South 55°54'06" East, 37.52 Feet; Thence South 87°16'01" East, 46.37 Feet; Thence South 64°49'42" East, 35.09 Feet; Thence North 47°09'42" East, 18.26 Feet; Thence South 73°18'28" East, 33.18 Feet; Thence South 74°45'39" East, 61.27 Feet; Thence South 52°02'53" East, 32.92 Feet; Thence South 32°51'37" East, 34.47 Feet; Thence South 44°24'47" East, 8.66 Feet; Thence North 74°25'44" East, 117.00 Feet To A Point On A Curve; Thence Easterly, Along And Around The Arc Of Said Curve, Concave Southerly, Having A Radius Of 375.00 Feet, An Arc Distance Of 195.36 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 86°34'47" East, 193.16 Feet To A Point On A Curve; Thence Easterly, Along And Around The Arc Of Said Curve, Concave Southerly, Having A Radius Of 375.00 Feet, An Arc Distance Of 63.47 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 73°38'50" East, 63.40 Feet; Thence North 01°27'21" West, 60.75 Feet; Thence North 75°39'27" East, 18.58 Feet; Thence North 22°56'59" East, 54.37 Feet; Thence North 59°52'48" East, 29.24 Feet; Thence South 63°48'09" East, 42.32 Feet; Thence South 40°06'43" East, 33.75 Feet; Thence South 80°06'21" East, 16.55 Feet; Thence North 42°55'39" East, 25.67 Feet; Thence South 33°02'54" East, 60.16 Feet; Thence South 08°27'00" East, 35.99 Feet; Thence South 04°20'20" West, 111.15 Feet; Thence South 57°53'04" East, 13.66 Feet; Thence North 58°36'14" East, 23.36 Feet; Thence South 79°28'56" East, 12.17 Feet; Thence South 83°05'29" East, 74.64 Feet; Thence South 57°43'38" West, 26.32 Feet; Thence South 10°15'06" West, 48.83 Feet; Thence South 38°24'56" East, 31.23 Feet; Thence South 39°44'54" East, 59.61 Feet; Thence North 60°50'34" West, 51.64 Feet; Thence North 54°31'49" West, 71.55 Feet; Thence South 81°39'34" West, 24.38 Feet; Thence South 61°54'36" West, 7.74 Feet To A Point On A Curve; Thence Southerly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 375.00 Feet, An Arc Distance Of 159.90 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 15°37'09" East, 158.69 Feet To A Point On A Curve; Thence South 03°15'50" East, 19.93 Feet To A Point On A Curve; Thence Southwesterly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 510.00 Feet, An Arc Distance Of 496.60 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 24°37'52" West, 477.21 Feet; Thence South 52°31'34" West, 11.69 Feet To A Point On A Curve; Thence Southwesterly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 240.00 Feet, An Arc Distance Of 66.86 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 44°46'37" West, 66.65 Feet; Thence South 11°39'00" East, 20.53 Feet To A Point On A Curve; Thence Easterly, Along And Around The Arc Of Said Curve, Concave Southerly, Having A Radius Of 790.13 Feet, An Arc Distance Of 16.88 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 79°52'44" East, 16.88 Feet To A Point On A Curve; Thence Easterly, Along And Around The Arc Of Said Curve, Concave Southerly, Having A Radius Of 1312.29 Feet, An Arc Distance Of 69.93 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 77°44'25" East, 69.92 Feet; Thence South 82°02'39" East, 29.19 Feet; Thence North 16°22'12" East, 18.25 Feet; Thence North 54°19'42" East, 19.33 Feet; Thence North 81°51'49" East, 40.64 Feet; Thence North 81°32'54" East, 49.08 Feet; Thence North 13°42'40" East, A Distance Of 22.56 Feet; Thence North 68°04'07" East, 30.12 Feet; Thence North 23°09'23" East, 69.93 Feet; Thence North 60°58'32" West, 39.27 Feet; Thence North 19°38'11" East, 58.01 Feet; Thence North 13°11'20" East, 6.41 Feet; Thence North 09°04'33" East, A Distance Of 75.48 Feet; Thence North 16°10'56" West, 35.58 Feet; Thence North 25°49'21" East, 51.72 Feet; Thence North 20°02'12" East, 64.13 Feet; Thence South 37°30'46" East, 30.33 Feet; Thence North 50°43'13" East, 34.76 Feet; Thence North 76°17'01" East, A Distance Of 96.34 Feet; Thence North 81°07'12" East, 75.69 Feet; Thence North 51°41'54" West, 42.94 Feet; Thence North 50°29'08" East, 72.77 Feet; Thence North 00°52'21" West, 56.08 Feet; Thence North 24°30'14" West, 50.64 Feet; Thence North 35°18'43" West, A Distance Of 36.07 Feet; Thence North 03°38'17" East, 29.47 Feet; Thence North 13°07'23" West, 35.35 Feet; Thence North 53°21'24" West, 27.21 Feet; Thence South 57°35'51" West, 72.29 Feet; Thence North 05°43'37" West, 110.38 Feet; Thence North 17°20'48" West, A Distance Of 39.69 Feet; Thence North 82°28'23" West, 20.92 Feet; Thence North 06°24'08" East, 22.59 Feet; Thence North 54°34'37" West, 38.08 Feet; Thence North 27°07'19" West, 23.05 Feet; Thence North 38°58'06" East, 31.31 Feet; Thence North 56°27'16" East, 21.88 Feet; Thence North 46°17'20" East, 45.90 Feet; Thence North 83°30'21" East, A Distance Of 26.42 Feet; Thence South 61°06'15" East, 28.05 Feet; Thence North 74°12'36" East, 23.65 Feet; Thence South 84°02'56" East, 24.59 Feet; Thence North 55°00'05" East, 59.28 Feet; Thence North 14°26'38" East, 335.62 Feet; Thence North 11°01'51" West, A Distance Of 23.95 Feet; Thence North 14°17'53" West, 25.78 Feet; Thence North 20°37'57" West, 21.24 Feet; Thence North 15°19'10" West, 27.87 Feet; Thence North 18°41'17" West, 57.20 Feet; Thence North 12°39'03" West, 165.25 Feet; Thence North 87°13'49" West, 21.97 Feet; Thence South 52°16'01" West, 40.52 Feet; Thence South 74°46'15" West, 23.14 Feet; Thence North 66°33'31" West, A Distance Of 18.65 Feet; Thence North 39°05'04" West, 22.08 Feet; Thence North 54°25'29" West, 27.26 Feet; Thence North 06°49'20" East, 43.24 Feet; Thence North 02°10'59" West, 66.84 Feet; Thence North 44°42'03" East, 41.82 Feet; Thence South 80°03'44" East, 30.92 Feet; Thence North 66°36'24" East, 20.31 Feet To A Point On A Curve; Thence Northerly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 1684.68 Feet, An Arc Distance Of 52.91 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 19°54'03" East, 52.90 Feet; Thence North 21°28'45" West, 49.73 Feet To A Point On A Curve; Thence Northeasterly, Along And Around The Arc Of Said Curve, Concave Southeasterly, Having A Radius Of 180.00 Feet, An Arc Distance Of 95.50 Feet, Said Curve Being Subtended By A Chord Bearing And Distance Of North 62°52'11" East, 94.39 Feet To A Point On A Curve; Thence Northeasterly, Along And Around The Arc Of Said Curve, Concave Southeasterly, Having A Radius Of 1160.00 Feet, An Arc Distance Of 217.73 Feet, Said Curve Being Subtended By A Chord Bearing And Distance Of North 56°54'47" East, 217.41 Feet; Thence South 26°14'09" East, 16.28 Feet; Thence North 83°46'22" East, 22.12 Feet; Thence North 23°37'51" East, 76.01 Feet; Thence North 26°04'03" East, 39.87 Feet; Thence North 12°55'23" West, 31.20 Feet; Thence South 66°10'06" East, 18.63 Feet; Thence South 64°35'14" East, 19.52 Feet; Thence North 23°30'24" East, 38.97 Feet; Thence South 82°14'43" East, 30.28 Feet To A Point On A Curve; Thence Westerly, Along And Around The Arc Of Said Curve, Concave Southerly, Having A Radius Of 710.00 Feet, An Arc Distance Of 810.00 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 70°22'35" West, 766.78 Feet; Thence South 76°56'28" West, 527.44 Feet; Thence South 13°03'32" East, 103.15 Feet; Thence South 32°59'17" West, 91.18 Feet; Thence South 64°55'56" West, 183.72 Feet; Thence South 58°07'51" West, 93.88 Feet; Thence North 71°29'22" West, 76.57 Feet; Thence North 77°42'56" West, 32.46 Feet; Thence South 50°41'29" West, 300.09 Feet; Thence South 66°14'00" West, 139.60 Feet; Thence South 46°28'00" West, 60.87 Feet; Thence South 26°41'59" West, 200.14 Feet; Thence South 35°51'46" West, 146.50 Feet; Thence

South 45°01'33" West, 200.32 Feet; Thence South 59°55'26" West, 197.51 Feet; Thence South 75°49'41" West, 103.16 Feet; Thence South 53°48'25" West, 66.41 Feet; Thence South 64°36'09" West, 59.33 Feet; Thence South 72°39'57" West, 59.84 Feet; Thence South 74°39'31" West, 52.35 Feet; Thence South 79°23'32" West, 56.75 Feet; Thence South 70°16'59" West, 63.01 Feet; Thence South 56°47'27" West, 70.15 Feet; Thence South 47°54'07" West, 18.05 Feet; Thence South 35°04'32" West, 13.52 Feet; Thence South 44°26'45" West, 18.93 Feet; Thence South 49°23'33" West, 22.56 Feet; Thence South 50°04'08" West, 10.63 Feet; Thence South 51°10'03" West, 43.29 Feet; Thence South 52°34'35" West, 25.85 Feet; Thence South 54°04'51" West, 47.89 Feet; Thence South 55°30'07" West, 21.89 Feet; Thence South 56°26'21" West, 52.19 Feet; Thence South 58°39'41" West, 73.42 Feet; Thence South 51°40'32" West, 50.52 Feet; Thence South 50°51'58" West, 28.49 Feet; Thence South 47°35'03" West, 21.86 Feet; Thence South 36°10'24" West, 172.72 Feet To The Point Of Beginning.

Parcel 2a Containing 532.20 Acres, More Or Less.

Less And Except

Exception No. 1

A Part Of Section 10, Township 5 South, Range 28 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At The Southwest Corner Of Section 15, Township 5 South, Range 28 East, St. Johns County, Florida; Thence North 01°06'17" West, Along The Westerly Line Of Said Section 15, A Distance Of 2655.18 Feet; Thence North 00°50'08" West, Continuing Along Said Westerly Line Of Section 15, A Distance Of 1638.96 Feet; Thence Continue North 00°50'08" West, Along Said Westerly Line Of Section 15, A Distance Of 1063.63 Feet To The Southwest Corner Of Section 10, Township 5 South, Range 28 East, St. Johns County, Florida; Thence North 00°48'41" East, Along The Westerly Line Of Said Section 10, A Distance Of 377.21 Feet To An Intersection With A Line Lying 10.00 Feet Southeasterly Of And Parallel With The Southeasterly Right Of Way Line Of County Road No. 210 (A 150.00 Foot Right Of Way Per St. Johns County Right Of Way Map Dated 8-15-2002); Thence North 51°03'28" East, Along Last Said Line, 4431.39 Feet; Thence South 38°56'32" East, 608.77 Feet To A Point On A Curve And The Point Of Beginning; Thence Southeasterly, Along The Arc Of Said Curve, Concave Southwesterly, Having A Radius Of 1609.04 Feet, An Arc Distance Of 463.90 Feet, Said Curve Being Subtended By A Chord Bearing And Distance Of South 30°15'58" East, 462.29 Feet; Thence South 21°15'40" East, 120.17 Feet; Thence South 73°05'18" West, 116.34 Feet; Thence South 76°10'34" West, 67.91 Feet; Thence South 47°10'07" West, 51.81 Feet; Thence South 46°42'30" West, 44.81 Feet; Thence South 54°57'53" West, 47.29 Feet; Thence South 28°17'41" East, 46.20 Feet; Thence South 10°39'57" West, 55.71 Feet; Thence South 23°05'34" East, 37.42 Feet; Thence South 07°38'19" West, 45.40 Feet; Thence South 13°24'52" West, 54.07 Feet; Thence South 02°34'12" West, 56.64 Feet; Thence South 05°07'56" West, 12.56 Feet To A Point On A Curve; Thence Westerly, Along The Arc Of Said Curve, Concave Northerly, Having A Radius Of 1272.35 Feet, An Arc Distance Of 280.58 Feet, Said Curve Being Subtended By A Chord Bearing And Distance Of South 86°45'44" West, 280.01 Feet; Thence North 87°05'12" West, 11.29 Feet; Thence North 19°20'22" West, 68.56 Feet; Thence North 59°53'36" West, 51.40 Feet; Thence South 62°50'47" West, 38.08 Feet; Thence South 84°44'55" West, 9.35 Feet; Thence North 74°47'52" West, 50.36 Feet; Thence North 64°20'15" West, 57.18 Feet; Thence North 35°22'15" West, 198.79 Feet; Thence North 05°11'45" East, 72.05 Feet; Thence North 44°42'34" East, 875.43 Feet To The Point Of Beginning.

Exception No. 1 Containing 10.60 Acres, More Or Less.

Further Less And Except

Exception No. 2

A Part Of Section 10, Township 5 South, Range 28 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At The Southwest Corner Of Section 15, Township 5 South, Range 28 East, St. Johns County, Florida; Thence North 89°33'57" East, Along The Southerly Line Of Said Section 15, A Distance Of 5368.24 Feet To The Southeast Corner Of Said Section 15; Thence North 00°57'01" West, Along The Easterly Line Of Said Section 15, A Distance Of 5365.34 Feet To The Southeast Corner Of Section 10, Township 5 South, Range 28 East, Said St. Johns County; Thence North 00°55'25" West, Along The Easterly Line Of Said Section 10, A Distance Of 860.39 Feet; Thence South 89°04'35" West, 459.86 Feet To The Point Of Beginning; Thence South 89°35'52" West, 116.25 Feet; Thence North 68°27'34" West, 61.82 Feet; Thence South 78°55'04" West, 63.26 Feet; Thence North 71°01'11" West, 50.55 Feet; Thence North 68°52'33" West, 53.34 Feet; Thence North 30°31'41" West, 38.39 Feet; Thence South 83°27'34" West, 31.46 Feet; Thence South 66°34'36" West, 45.04 Feet; Thence South 62°53'24" West, 75.65 Feet; Thence North 28°40'41" West, 32.48 Feet; Thence North 42°20'57" West, 47.30 Feet; Thence North 65°45'24" West, 36.32 Feet; Thence North 06°43'41" East, 54.08 Feet; Thence North 40°49'29" East, 47.80 Feet; Thence North 03°50'21" West, 32.50 Feet; Thence North 74°25'28" West, 40.69 Feet; Thence North 83°13'17" West, 29.49 Feet; Thence South 89°52'21" West, 83.68 Feet; Thence North 33°34'43" West, 59.14 Feet; Thence North 70°50'40" West, 57.87 Feet; Thence North 81°40'25" West, 38.44 Feet; Thence South 82°03'24" West, 41.84 Feet; Thence South 35°29'37" West, 54.17 Feet; Thence North 83°48'39" West, 61.83 Feet; Thence North 27°48'28" West, 46.64 Feet; Thence North 52°48'33" West, 50.11 Feet; Thence South 45°32'37" West, 25.64 Feet; Thence South 25°34'43" East, 35.59 Feet; Thence South 25°14'52" West, 38.21 Feet; Thence South 24°14'11" West, 52.72 Feet; Thence South 06°04'52" West, 59.22 Feet; Thence South 22°50'27" West, 61.14 Feet; Thence South 54°59'32" West, 76.93 Feet; Thence South 48°05'07" West, 70.52 Feet; Thence South 80°43'17" West, 42.83 Feet; Thence South 71°41'15" West, 49.86 Feet; Thence North 86°27'44" West, 41.24 Feet; Thence North 60°46'08" West, 23.85 Feet; Thence South 19°24'18" West, 30.71 Feet; Thence South 22°06'50" East, 32.04 Feet; Thence South 31°07'02" East, 113.00 Feet; Thence South 56°45'21" East, 38.92 Feet; Thence South 57°29'01" East, 39.91 Feet; Thence North 32°45'26" East, 28.92 Feet; Thence North 22°47'34" West, 33.12 Feet; Thence North 51°13'48" East, 61.19 Feet; Thence North 76°05'04" East, 84.88 Feet; Thence South 72°29'57" East, 83.40 Feet; Thence South 55°38'16" East, 37.30 Feet; Thence North 70°12'10" East, 64.95 Feet; Thence South 17°43'11" East, 84.52 Feet; Thence South 09°20'07" East, 45.31 Feet; Thence South 14°58'08" West, 6.83 Feet; Thence South 42°50'49" West, 25.78 Feet; Thence South 60°42'57" West, 213.00 Feet; Thence South 74°53'38" West, 189.70 Feet; Thence North 82°14'43" West, 48.73 Feet To A Point On A Curve; Thence Northwesterly, Along The Arc Of Said Curve, Concave Southwesterly, Having A Radius Of 790.00 Feet, An Arc Distance Of 519.60 Feet, Said Curve Being Subtended By A Chord Bearing



And Distance Of North 50°54'48" West, 510.28 Feet; Thence North 05°58'43" West, 184.43 Feet; Thence North 52°36'52" East, 13.24 Feet; Thence South 86°21'56" East, 29.66 Feet; Thence North 65°59'28" East, 33.53 Feet; Thence North 19°27'52" East, 48.82 Feet; Thence North 32°14'49" East, 48.71 Feet; Thence North 89°28'13" East, 21.74 Feet; Thence South 83°16'27" East, 45.51 Feet; Thence North 20°11'21" East, 34.30 Feet; Thence North 45°35'44" East, 46.60 Feet; Thence North 81°04'20" East, 55.78 Feet; Thence North 87°00'34" East, 57.67 Feet; Thence North 83°52'39" East, 27.36 Feet; Thence North 09°44'02" East, 59.17 Feet; Thence North 11°08'47" West, 48.88 Feet; Thence North 00°56'48" East, 135.68 Feet; Thence South 89°08'35" East, 177.99 Feet; Thence North 89°53'25" East, 108.14 Feet; Thence North 85°03'50" East, 0.29 Feet To A Point On A Curve; Thence Northeasterly, Along The Arc Of Said Curve, Concave Northwesterly, Having A Radius Of 360.00 Feet, An Arc Distance Of 155.21 Feet, Said Curve Being Subtended By A Chord Bearing And North 72°41'23" East, 154.01 Feet; Thence South 79°30'03" East, 21.56 Feet; Thence North 71°53'31" East, 29.66 Feet; Thence South 74°59'41" East, 73.71 Feet; Thence South 06°50'36" East, 32.40 Feet; Thence South 75°49'08" East, 53.24 Feet; Thence North 55°20'00" East, 41.65 Feet; Thence South 83°05'32" East, 52.07 Feet; Thence North 84°41'09" East, 28.55 Feet; Thence South 55°36'34" East, 30.87 Feet; Thence South 37°53'24" East, 24.99 Feet; Thence South 09°06'56" West, 38.84 Feet; Thence South 19°54'24" East, 39.84 Feet; Thence South 34°32'40" East, 78.21 Feet; Thence South 16°20'40" East, 50.25 Feet; Thence South 14°09'30" East, 38.17 Feet; Thence South 75°56'46" East, 53.42 Feet; Thence North 81°07'30" East, 89.00 Feet; Thence North 75°27'20" East, 54.79 Feet; Thence North 54°17'31" East, 84.74 Feet; Thence North 37°51'20" East, 88.70 Feet To A Point On A Curve; Thence Southeasterly, Along The Arc Of Said Curve, Concave Southwesterly, Having A Radius Of 810.00 Feet, An Arc Distance Of 450.27 Feet, Said Curve Being Subtended By A Chord Bearing And South 28°44'10" East, 444.49 Feet To The Point Of Beginning.

Exception No. 2 Containing 15.18 Acres, More Or Less.

Containing A Net Area Of 506.42 Acres, More Or Less.

#### Parcel 2B

A Part Of Section 14, Township 5 South, Range 28 East, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At The Southwest Corner Of Section 15, Township 5 South, Range 28 East, St. Johns County, Florida; Thence North 89°33'57" East, Along The Southerly Line Of Section 15, A Distance Of 5368.24 Feet To The Southwest Corner Of Section 14, Township 5 South, Range 28 East, Said St. Johns County; Thence North 89°33'57" East, Along The Southerly Line Of Said Section 14, A Distance Of 1452.89 Feet To The Point Of Beginning; Thence North 38°52'20" East, 63.31 Feet; Thence North 44°49'01" East, 29.23 Feet; Thence North 72°40'16" East, 67.27 Feet; Thence North 31°52'40" East, 60.76 Feet; Thence North 47°23'05" East, 45.47 Feet; Thence North 27°58'36" East, 45.91 Feet; Thence North 16°34'20" East, 43.08 Feet; Thence North 24°57'47" West, 24.92 Feet; Thence North 11°25'25" West, 30.73 Feet; Thence North 58°01'14" West, 57.11 Feet; Thence North 20°48'00" West, 31.83 Feet; Thence North 25°19'19" West, 17.52 Feet; Thence North 27°28'18" East, 43.75 Feet; Thence North 29°38'24" East, 32.08 Feet; Thence North 38°42'20" East, 55.49 Feet; Thence North 29°30'32" East, 50.21 Feet; Thence North 31°17'19" East, 51.79 Feet; Thence North 16°13'46" East, 73.70 Feet; Thence North 36°14'59" East, 60.35 Feet; Thence North 10°42'59" West, 46.27 Feet; Thence North 24°30'16" East, 51.08 Feet; Thence North 31°31'17" East, 52.49 Feet; Thence North 24°27'12" East, 57.13 Feet; Thence North 09°17'16" East, 43.91 Feet; Thence North 35°50'56" East, 65.53 Feet; Thence North 37°49'46" East, 56.93 Feet; Thence North 35°51'39" East, 65.21 Feet; Thence North 25°25'00" East, 67.87 Feet; Thence North 20°43'13" East, 56.18 Feet; Thence North 20°57'34" East, 43.73 Feet; Thence North 18°56'29" East, 84.00 Feet; Thence North 04°21'18" East, 56.75 Feet; Thence North 00°50'31" East, 55.67 Feet; Thence North 10°18'42" West, 96.88 Feet; Thence North 32°02'28" West, 44.24 Feet; Thence North 16°26'19" West, 52.99 Feet; Thence North 81°56'46" West, 28.51 Feet; Thence South 47°17'31" West, 18.92 Feet; Thence North 19°27'13" West, 65.20 Feet; Thence North 06°16'44" West, 65.64 Feet; Thence North 16°19'52" East, 41.76 Feet; Thence North 13°34'44" East, 67.74 Feet; Thence North 73°59'20" East, 42.49 Feet; Thence North 71°20'10" East, 24.86 Feet; Thence North 11°39'48" East, 38.46 Feet; Thence North 27°08'14" East, 29.69 Feet; Thence North 59°10'02" East, 66.97 Feet; Thence North 42°10'40" East, 37.90 Feet; Thence North 25°49'19" East, 63.54 Feet; Thence North 54°00'30" East, 76.36 Feet; Thence North 54°28'53" East, 58.75 Feet; Thence North 58°54'45" East, 63.95 Feet; Thence North 67°08'02" East, 61.51 Feet; Thence North 63°47'19" East, 47.37 Feet; Thence North 16°05'47" West, 52.45 Feet To A Point On Curve; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Northeasterly, Having A Radius Of 360.00 Feet An Arc Distance Of 86.11 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 09°14'37" West, 85.91 Feet To A Point Of Reverse Curvature; Thence Northerly, Along And Around The Arc Of Said Curve, Concave Southwesterly, Having A Radius Of 140.00 Feet An Arc Distance Of 24.52 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 07°24'34" West, 24.49 Feet; Thence South 84°45'13" East, 123.11 Feet To A Point On A Curve; Thence Southerly, Along And Around The Arc Of Said Curve, Concave Northeasterly, Having A Radius Of 253.51 Feet An Arc Distance Of 65.45 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 08°30'37" East, 65.27 Feet To A Point Of Compound Curvature; Thence Southeasterly, Along And Around The Arc Of Said Curve, Concave Northeasterly, Having A Radius Of 5219.76 Feet An Arc Distance Of 54.79 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 16°12'27" East, 54.79 Feet; Thence South 15°25'27" East, 9.06 Feet; Thence South 16°05'47" East, 11.06 Feet; Thence North 79°00'30" East, 9.82 Feet; Thence North 22°05'15" East, 4.95 Feet; Thence North 38°33'48" East, 22.76 Feet; Thence South 69°14'40" East, 41.30 Feet; Thence North 36°54'33" East, 32.11 Feet; Thence North 36°54'33" East, 10.08 Feet; Thence South 74°16'50" East, 63.77 Feet; Thence North 63°07'36" East, 39.30 Feet; Thence South 85°46'42" East, 70.32 Feet; Thence North 88°29'35" East, 59.24 Feet; Thence South 73°10'56" East, 38.89 Feet; Thence South 51°37'55" East, 42.97 Feet; Thence South 49°09'17" East, 42.27 Feet; Thence South 55°48'05" East, 37.32 Feet; Thence South 48°21'48" East, 53.12 Feet; Thence South 30°59'06" East, 14.17 Feet; Thence South 30°59'06" East, 33.48 Feet; Thence South 42°11'29" East, 55.26 Feet; Thence South 38°14'08" East, 45.52 Feet; Thence South 61°55'29" East, 45.96 Feet; Thence South 61°55'29" East, 6.34 Feet; Thence South 81°37'54" East, 45.38 Feet; Thence South 14°57'13" East, 45.09 Feet; Thence South 61°46'14" East, 51.00 Feet; Thence South 80°16'21" East, 67.20 Feet; Thence South 03°38'29" West, 40.24 Feet; Thence South 69°18'10" East, 30.62 Feet; Thence South 53°03'52" East, 79.78 Feet;

Thence South 81°23'48" East, 34.53 Feet; Thence South 84°33'05" East, 37.16 Feet; Thence South 66°22'32" East, 55.47 Feet; Thence South 41°22'04" East, 42.68 Feet; Thence South 45°03'34" East, 51.19 Feet; Thence South 66°17'21" East, 40.33 Feet; Thence South 82°51'42" East, 34.58 Feet; Thence South 72°23'02" East, 54.68 Feet; Thence South 69°02'07" East, 49.58 Feet; Thence South 38°09'54" East, 61.47 Feet; Thence South 72°46'04" East, 63.33 Feet To A Point On A Curve; Thence Northeasterly, Along And Around The Arc Of Said Curve, Concave Northwesterly, Having A Radius Of 163.71 Feet, An Arc Distance Of 60.96 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 43°27'26" East, 60.61 Feet To A Point On A Curve; Thence Northeasterly, Along And Around The Arc Of Said Curve, Concave Southeasterly, Having A Radius Of 180.00 Feet An Arc Distance Of 141.89 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 15°33'18" East, 138.25 Feet; Thence North 42°33'03" West, 14.67 Feet; Thence North 53°34'16" West, 69.31 Feet; Thence North 01°52'18" West, 26.55 Feet; Thence North 65°07'30" East, 21.80 Feet; Thence North 32°22'06" East, 24.94 Feet; Thence South 82°26'27" East, 41.28 Feet; Thence North 87°39'31" East, 41.61 Feet; Thence South 65°25'23" East, 36.82 Feet; Thence North 65°34'44" East, 43.74 Feet; Thence North 52°32'47" East, 54.74 Feet; Thence North 00°14'56" West, 64.46 Feet; Thence North 72°30'27" East, 26.69 Feet; Thence South 01°33'55" West, 72.47 Feet; Thence South 36°58'36" East, 42.78 Feet; Thence South 10°31'06" West, 25.58 Feet; Thence South 84°31'21" East, 1.08 Feet To A Point Of Curvature; Thence Southeasterly, Along And Around The Arc Of Said Curve, Concave Southwesterly, Having A Radius Of 205.44 Feet, An Arc Distance Of 87.04 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 57°59'28" East, 86.39 Feet; Thence South 73°26'55" East, 17.32 Feet; Thence South 69°39'18" East, 25.34 Feet; Thence South 36°22'40" East, 30.55 Feet; Thence North 87°50'30" East, 49.25 Feet; Thence South 24°42'36" East, 50.10 Feet; Thence South 17°29'47" East, 53.31 Feet; Thence South 68°19'24" West, 56.50 Feet; Thence South 59°58'07" West, 42.09 Feet; Thence South 45°52'05" West, 37.28 Feet; Thence South 89°46'12" East, 79.52 Feet; Thence South 88°52'34" East, 39.46 Feet; Thence South 15°58'11" East, 36.37 Feet; Thence South 01°07'14" East, 57.89 Feet; Thence South 35°50'16" West, 41.38 Feet; Thence North 79°09'49" West, 70.98 Feet; Thence North 65°15'55" West, 50.14 Feet; Thence North 62°13'06" West, 28.14 Feet; Thence North 49°20'15" West, 11.87 Feet; Thence South 44°56'46" West, 3.24 Feet; Thence South 23°47'58" West, 2.95 Feet To A Point On A Curve; Thence Southwesterly, Along And Around The Arc Of Said Curve, Concave Northwesterly, Having A Radius Of 480.00 Feet, An Arc Distance Of 257.27 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 39°19'48" West, 254.20 Feet; Thence South 31°44'46" East, 47.17 Feet; Thence South 14°26'26" West, 63.82 Feet; Thence South 16°25'57" East, 60.80 Feet; Thence South 51°39'28" East, 68.50 Feet; Thence South 01°40'05" West, 66.54 Feet; Thence South 35°46'56" East, 22.96 Feet; Thence South 37°46'30" West, 34.45 Feet; Thence South 34°58'54" West, 15.38 Feet; Thence South 34°45'23" West, 9.50 Feet; Thence South 57°41'39" East, 33.74 Feet; Thence South 30°41'54" West, 98.98 Feet; Thence South 64°13'04" East, 18.04 Feet; Thence South 66°51'19" East, 17.40 Feet To A Point Of Curvature; Thence Southeasterly, Along And Around The Arc Of Said Curve, Concave Northeasterly, Having A Radius Of 385.00 Feet, An Arc Distance Of 105.23 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 75°58'50" East, 104.90 Feet; Thence North 06°14'57" East, 110.00 Feet To A Point On A Curve; Thence Northeasterly, Along And Around The Arc Of Said Curve, Concave Northwesterly, Having A Radius Of 275.00 Feet An Arc Distance Of 275.22 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 67°29'40" East, 263.88 Feet; Thence North 07°23'47" East, 17.48 Feet; Thence North 39°50'33" East, 47.17 Feet; Thence North 00°48'10" West, 14.70 Feet; Thence North 40°05'10" West, 30.64 Feet; Thence South 88°56'46" West, 27.13 Feet; Thence North 57°48'27" West, 29.57 Feet; Thence North 17°34'48" East, 37.52 Feet; Thence North 13°52'07" East, 55.55 Feet; Thence North 59°56'06" East, 16.61 Feet; Thence North 01°30'46" East, 64.31 Feet; Thence North 09°22'30" West, 96.98 Feet; Thence North 01°53'34" East, 67.76 Feet; Thence North 08°15'11" West, 61.43 Feet; Thence North 23°45'27" East, 31.72 Feet; Thence North 37°39'48" East, 49.28 Feet; Thence North 14°13'43" West, 39.90 Feet; Thence North 01°12'40" East, 31.46 Feet; Thence North 67°07'05" East, 42.81 Feet; Thence North 00°55'22" West, 116.78 Feet To A Point On A Curve; Thence Northeasterly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 179.97 Feet An Arc Distance Of 308.24 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 09°12'30" East, 271.93 Feet; Thence North 10°35'09" West, 23.41 Feet; Thence North 37°47'21" West, 131.34 Feet To A Point Of Curvature; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Northeasterly, Having A Radius Of 67.95 Feet An Arc Distance Of 53.17 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 15°22'22" West, 51.82 Feet; Thence North 07°01'36" East, 76.85 Feet To A Point Of Curvature; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Southwesterly, Having A Radius Of 12.01 Feet An Arc Distance Of 6.76 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 09°06'51" West, 6.67 Feet; Thence North 25°15'19" West, 49.28 Feet; Thence North 88°31'52" East, 252.15 Feet; Thence South 87°42'34" East, 125.74 Feet; Thence South 01°04'11" East, 2363.13 Feet; Thence South 89°33'57" West, 972.15 Feet; Thence North 52°31'43" East, 16.14 Feet; Thence North 48°29'24" East, 52.45 Feet; Thence North 07°12'10" East, 27.89 Feet; Thence North 28°43'22" West, 30.25 Feet; Thence North 09°36'38" West, 36.42 Feet; Thence North 04°29'31" East, 47.78 Feet; Thence North 40°49'25" East, 39.75 Feet; Thence North 32°20'46" East, 55.71 Feet; Thence North 09°05'34" East, 16.49 Feet; Thence North 36°55'42" East, 30.92 Feet; Thence North 74°01'00" East, 26.05 Feet; Thence South 87°01'18" East, 2.27 Feet To A Point On A Curve; Thence Northeasterly, Along And Around The Arc Of Said Curve, Concave Southeasterly, Having A Radius Of 205.00 Feet, An Arc Distance Of 139.03 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 56°21'41" East, 136.38 Feet; Thence North 11°44'18" East, 53.88 Feet; Thence North 55°00'43" West, 28.88 Feet; Thence North 75°57'17" West, 23.16 Feet; Thence North 24°01'13" East, 50.44 Feet; Thence North 37°10'28" West, 25.85 Feet; Thence North 15°21'16" West, 50.10 Feet; Thence North 13°49'06" East, 59.85 Feet; Thence North 44°31'38" East, 37.37 Feet; Thence North 21°32'55" West, 45.31 Feet; Thence North 27°15'55" West, 26.02 Feet; Thence South 83°17'54" West, 26.71 Feet; Thence North 79°55'45" West, 47.06 Feet; Thence North 45°42'49" West, 24.58 Feet; Thence North 17°46'11" East, 18.53 Feet; Thence North 72°13'49" West, 1.81 Feet; Thence North 62°56'00" West, 5.04 Feet; Thence North 62°29'03" West, 1.48 Feet; Thence North 61°29'02" West, 13.04 Feet; Thence North 59°41'40" West, 12.92 Feet; Thence North 58°05'39" West, 10.29 Feet; Thence North 13°39'22" East, 2.51 Feet; Thence South 65°10'27" West, 24.05 Feet; Thence South 29°37'13" East, 27.39 Feet; Thence South 12°18'32" West, 29.70 Feet; Thence North 71°34'43" West, 24.03 Feet; Thence North 00°43'28" East, 64.29 Feet; Thence South 45°52'16" West, 34.23 Feet; Thence South 43°13'52" West, 50.03 Feet; Thence South 66°52'17" West, 35.04 Feet; Thence South 84°25'24" West, 52.28 Feet; Thence North 69°34'18" West, 25.65 Feet To A Point On A Curve; Thence Southeasterly, Along And Around The Arc Of Said Curve, Concave Southwesterly, Having A Radius Of 600.00 Feet An Arc Distance Of 96.81 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 02°37'43" East, 96.70 Feet; Thence North 61°20'07" East, 20.80 Feet; Thence South 20°24'39" East, 46.89 Feet; Thence South 62°48'20" East, 44.79 Feet; Thence South 71°16'16" East, 36.11 Feet; Thence South 53°39'57" East, 52.35 Feet; Thence South 15°38'11" East, 27.11 Feet; Thence South 46°09'31" East, 18.32

Feet; Thence South 04°14'13" East, 37.37 Feet; Thence South 30°14'14" West, 19.95 Feet; Thence North 46°45'14" West, 43.18 Feet; Thence South 18°57'47" West, 3.54 Feet To A Point On A Curve; Thence Southwesterly, Along And Around The Arc Of Said Curve, Concave Northwesterly, Having A Radius Of 184.42 Feet, An Arc Distance Of 72.53 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 04°28'19" West, 72.06 Feet; Thence South 25°34'01" East, 9.18 Feet; Thence South 81°25'46" East, 34.58 Feet; Thence South 13°32'35" West, 113.26 Feet; Thence South 25°16'07" West, 43.75 Feet; Thence North 59°19'06" West, 52.27 Feet; Thence North 68°44'34" West, 43.03 Feet; Thence South 82°04'22" West, 45.28 Feet To A Point Of Curvature; Thence Northwesterly, Along And Around The Arc Of Said Curve, Concave Northeasterly, Having A Radius Of 180.00 Feet, An Arc Distance Of 179.48 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 73°01'54" West, 172.14 Feet; Thence South 67°45'29" West, 52.13 Feet; Thence North 43°43'04" West, 40.32 Feet; Thence North 47°03'45" West, 56.01 Feet; Thence North 18°14'57" West, 24.66 Feet; Thence North 34°51'24" East, 61.26 Feet; Thence North 06°45'17" West, 36.87 Feet; Thence North 35°53'18" East, 43.77 Feet; Thence North 42°35'02" West, 58.19 Feet; Thence North 49°17'37" East, 36.60 Feet; Thence North 26°39'46" West, 48.82 Feet; Thence North 51°23'03" West, 54.62 Feet; Thence North 10°32'40" East, 33.21 Feet; Thence North 75°20'57" West, 68.57 Feet; Thence North 57°13'43" West, 56.54 Feet; Thence South 54°38'07" West, 47.24 Feet; Thence South 28°58'06" West, 42.13 Feet; Thence South 16°31'41" West, 60.26 Feet; Thence South 07°46'28" East, 64.09 Feet; Thence South 04°40'52" East, 65.92 Feet; Thence South 13°37'25" East, 58.32 Feet; Thence South 39°56'16" East, 41.18 Feet; Thence South 24°54'18" West, 33.11 Feet; Thence North 85°19'22" West, 46.90 Feet To A Point On A Curve; Thence Southwesterly, Along And Around The Arc Of Said Curve, Concave Northwesterly, Having A Radius Of 480.00 Feet An Arc Distance Of 207.50 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of South 27°53'04" West, 205.88 Feet; Thence South 63°05'04" East, 39.17 Feet; Thence South 03°10'49" East, 52.15 Feet; Thence South 53°25'01" West, 33.32 Feet; Thence South 24°10'20" West, 41.54 Feet; Thence South 19°32'13" East, 45.55 Feet; Thence South 16°30'55" West, 23.00 Feet; Thence South 89°33'57" West, 1755.53 Feet To The Point Of Beginning.

Parcel 2b Containing 123.80 Acres, More Or Less.

Pond Easement (O.R.B 2588, Page 136)

A Part Of Section 14, Township 5 South, Range 28 East, St. Johns County, Florida, Being More Particularly Described As Follows:  
Commence At The Southwest Corner Of Section 14, Township 5 South, Range 28 East, St. Johns County; Thence North 89°33'57" East, Along The Southerly Line Of Said Section 14, A Distance Of 5363.20 Feet To The Southeast Corner Of Said Section 14; Thence North 01°04'11" West, Along The Easterly Line Of Said Section 14, 2062.51 Feet To The Point Of Beginning; Thence South 88°55'49" West, 272.17 Feet; Thence North 10°35'09" West, 23.41 Feet; Thence North 37°47'21" West, 131.34 Feet To The Point Of Curvature Of A Curve Leading Northerly; Thence Northerly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 67.95 Feet, An Arc Distance Of 53.17 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 15°22'22" West, 51.82 Feet To A Point Of Non-Tangency; Thence North 07°01'36" East, 76.85 Feet To The Point Of Curvature Of A Curve Leading Northerly; Thence Northerly, Along And Around The Arc Of Said Curve, Concave Westerly, Having A Radius Of 12.01 Feet, An Arc Distance Of 6.76 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 09°06'51" West, 6.67 Feet To The Point Of Tangency Of Last Said Curve; Thence North 25°15'19" West, 49.28 Feet; Thence North 25°15'19" West, 80.96 Feet To The Point Of Curvature Of A Curve Leading Northerly; Thence Northerly, Along And Around The Arc Of Said Curve, Concave Easterly, Having A Radius Of 53.00 Feet, An Arc Distance Of 15.76 Feet, Said Arc Being Subtended By A Chord Bearing And Distance Of North 16°44'16" West, 15.70 Feet To The Point Of Tangency Of Last Said Curve; Thence North 08°13'14" West, 157.48 Feet; Thence North 62°52'06" West, A Distance Of 22.99 Feet; Thence North 26°36'18" East, 99.85 Feet; Thence North 88°55'49" East, 408.56 Feet; Thence South 01°04'11" East, 350.13 Feet; Thence South 01°04'11" East, 300.62 Feet To The Point Of Beginning.

Pond Easement Containing 5.72 Acres, More Or Less

## *MINUTES*

MINUTES OF MEETING  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District was held on Thursday, June 21, 2018 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

Present and constituting a quorum were:

Bruce Parker	Chairman
Blaz Kovacic	Vice Chairman
Ben Bishop	Supervisor
Aaron Lyman	Supervisor

Also present were:

Jim Oliver	District Manager
Jere Earlywine	District Counsel (by phone)
Scott Lockwood	District Engineer
Ernesto Torres	GMS

The following is a summary of the discussions and actions taken at the June 21, 2018 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Oliver called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Public Comment**

There were no audience members in attendance.

**THIRD ORDER OF BUSINESS**

**Update on Phase II Financing**

Mr. Oliver stated we're having weekly calls with the finance team until the bonds are issued. As of now, we are beginning to prepare documents including the engineer's report and assessment methodology which we would bring to the July 19<sup>th</sup> meeting for comment from the Board. The Underwriter is also working on the Preliminary Limited Offering Memorandum and we will bring those documents to the August 16<sup>th</sup> meeting at which time we will consider the supplemental engineer's report, the assessment methodology and the delegation resolution

along with it's exhibits. We are targeting September 20<sup>th</sup> for the pre-closing on the bonds and actually close on the bonds late September.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the May 17, 2018 Meeting**

There were no comments on the minutes.

On MOTION by Mr. Bishop seconded by Mr. Kovacic with all in favor the minutes of the May 17, 2018 meeting were approved.

**FIFTH ORDER OF BUSINESS**

**Discussion of the Fiscal Year 2019 Budget**

Mr. Oliver stated the budget you see included in your agenda packet does not include the amenity center but we will be folding that into the budget. I know there was an onsite meeting yesterday so a lot of those discussions will need to be plugged into this budget.

**SIXTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

There being none the next item followed.

**B. District Engineer**

**1. Requisition Summary**

Mr. Lockwood gave an overview of each requisition.

On MOTION by Mr. Parker seconded by Mr. Bishop with all in favor requisition numbers 160 and 175 were approved.

**2. Consideration of Change Order Nos. 10 and 11**

Mr. Lockwood stated change order number 10 is for Hughes Brothers. The main portion is deducts. Change order number 11 is for added inlets and outlets for the amenity center.

On MOTION by Mr. Parker seconded by Mr. Kovacic with all in favor change order numbers 10 through 11 were approved.

**C. District Manager**

There being none the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Financial Reports**

**A. Balance Sheet & Income Statement**

Mr. Oliver stated there are no unusual variances.

**B. Consideration of Construction Funding Request No. 27**

A copy of the funding request was included in the agenda package for a total of \$15,723.53.

On MOTION by Mr. Bishop seconded by Mr. Parker with all in favor funding request number 27 was approved.
--

**NINTH ORDER OF BUSINESS**

**Supervisors' Requests and Audience Comments**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – July 19, 2018 at 10:00 a.m. at the Offices of GMS**

Mr. Oliver stated the next scheduled meeting is July 19, 2018 at 10:00 a.m.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Kovacic seconded by Mr. Lyman with all in favor the meeting was adjourned.
---

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman

## *FIFTH ORDER OF BUSINESS*



**MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT**

**ANNUAL FINANCIAL REPORT**

**September 30, 2017**

**Meadow View at Twin Creeks Community Development District**

**ANNUAL FINANCIAL REPORT**

**Fiscal Year Ended September 30, 2017**

**TABLE OF CONTENTS**

	<u>Page Number</u>
REPORT OF INDEPENDENT AUDITORS	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-7
BASIC FINANCIAL STATEMENTS	
Government-wide Financial Statements	
Statement of Net Position	8
Statement of Activities	9
Fund Financial Statements	
Balance Sheet – Governmental Funds	10
Reconciliation of Total Governmental Fund Balance to Net Position of Governmental Activities	11
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	12
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	13
Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund	14
Notes to Financial Statements	15-26
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS	27-28
MANAGEMENT LETTER	29-30
INDEPENDENT ACCOUNTANT'S REPORT/COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES	31



**Berger, Toombs, Elam,  
Gaines & Frank**

Certified Public Accountants P.L.L.C.

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

## **REPORT OF INDEPENDENT AUDITORS**

**To the Board of Supervisors  
Meadow View at Twin Creeks Community Development District  
St. Johns County, Florida**

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Meadow View at Twin Creeks Community Development District as of and for the year ended September 30, 2017, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

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

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce // Stuart

- 11 -

Member AICPA

Member AICPA Division For CPA Firms  
Private Companies Practice Section

Member AICPA



To the Board of Supervisors  
Meadow View at Twin Creeks Community Development District

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Meadow View at Twin Creeks Community Development District, as of September 30, 2017, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### ***Required Supplementary Information***

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

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued a report dated June 29, 2018 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Meadow View at Twin Creeks Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

June 29, 2018

**Meadow View at Twin Creeks Community Development District**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**For the Year Ended September 30, 2017**

Management's discussion and analysis of Meadow View at Twin Creeks Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in two categories; 1) restricted, and 2) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government.

*Fund financial statements* present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Meadow View at Twin Creeks Community Development District**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**For the Year Ended September 30, 2017**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

*Fund financial statements* include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including land, buildings and improvements, and infrastructure are reported in the **statement of net position**. All liabilities of the District are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as special assessment bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

*Notes to financial statements* provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

**Financial Highlights**

The following are the highlights of financial activity for the year ended September 30, 2017.

- ◆ The District's total liabilities exceeded total assets by \$(1,500,518) (net position). Unrestricted net position for Governmental Activities was \$(1,500,518).
- ◆ Governmental activities revenues totaled \$121,740 while governmental activities expenses totaled \$1,633,294.

**Meadow View at Twin Creeks Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2017**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District**

The following schedule provides a summary of the assets, liabilities and net position of the District.

**Net Position**

	<b>Governmental Activities</b>	
	<b>2017</b>	<b>2016</b>
Current assets	\$ 41,549	\$ 31,790
Restricted assets	12,560,332	-
Capital assets	9,641,968	-
<b>Total Assets</b>	<b>22,243,849</b>	<b>31,790</b>
Current liabilities	2,479,367	20,754
Non-current liabilities	21,265,000	-
<b>Total Liabilities</b>	<b>23,744,367</b>	<b>20,754</b>
Net position - unrestricted	(1,500,518)	11,036
<b>Total Net Position</b>	<b>\$ (1,500,518)</b>	<b>\$ 11,036</b>

The increase in current assets is related to developer contributions to fund the current year operations.

The increase in restricted assets and non-current liabilities is related to the issuance of long-term debt in the current year.

The increase in capital assets and current liabilities is related to the start of construction and the liabilities associated with those costs in the current year.

**Meadow View at Twin Creeks Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2017**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District (Continued)**

The following schedule provides a summary of the changes in net position of the District.

**Financial Activity**

	<b>Governmental Activities</b>	
	<b>2017</b>	<b>2016</b>
Program Revenues		
Operating grants and contributions	\$ 97,353	\$ 70,189
General Revenues		
Investment earnings	24,387	-
Total Revenues	<u>121,740</u>	<u>70,189</u>
Expenses		
General government	92,744	59,153
Interest on long-term debt	1,540,550	-
Total Expenses	<u>1,633,294</u>	<u>59,153</u>
Change in Net Position	(1,511,554)	11,036
Net Position - Beginning of Year	<u>11,036</u>	<u>-</u>
Net Position - End of Year	<u><u>\$ (1,500,518)</u></u>	<u><u>\$ 11,036</u></u>

The increase in operating grants and contributions and general government expenses is because this is the District's first full year of operations.

The increase in investment income and interest on long-term debt is due to the issuance of debt during the year and the District is earning interest on unspent proceeds.

**Capital Assets Activity**

Capital asset activity began during the fiscal year ended September 30, 2017 and consisted of additions to construction in progress of \$9,641,968.



**Meadow View at Twin Creeks Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2017**

**General Fund Budgetary Highlights**

The budget exceeded governmental expenditures primarily because actual operating expenses were less than the budgeted expenses.

There were no amendments to the September 30, 2017 budget.

**Debt Management**

In November 2016 the District issued \$21,435,000 Special Assessment Bonds Series 2016A1, Series 2016A2 and Series 2016B. These bonds were issued to finance the acquisition and construction of certain improvements within the District. The balance outstanding at September 30, 2017 was \$21,435,000.

**Economic Factors and Next Year's Budget**

It is anticipated that major construction projects for infrastructure maintenance programs will continue in 2018.

**Request for Information**

The financial report is designed to provide a general overview of Meadow View at Twin Creeks Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Meadow View at Twin Creeks Community Development District, c/o GMS LLC., 475 West Town Place, Suite 114 World Golf Village, St. Augustine, FL 32092.

**Meadow View at Twin Creeks Community Development District**  
**STATEMENT OF NET POSITION**  
**September 30, 2017**

	<b>Governmental Activities</b>
<b>ASSETS</b>	
Current Assets	
Cash	\$ 1,360
Accounts receivable	40,189
Total Current Assets	<u>41,549</u>
Non-current Assets	
Restricted assets	
Investments	12,560,332
Capital assets, not being depreciated	
Construction in progress	9,641,968
Total Non-current Assets	<u>22,202,300</u>
Total Assets	<u>22,243,849</u>
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable and accrued expenses	1,989,276
Accrued interest	320,091
Bonds payable	170,000
Total Current Liabilities	<u>2,479,367</u>
Non-current liabilities	
Bonds payable	21,265,000
Total Liabilities	<u>23,744,367</u>
<b>NET POSITION</b>	
Unrestricted	<u>(1,500,518)</u>
Total Net Position	<u>\$ (1,500,518)</u>

*See accompanying notes to financial statements.*

**Meadow View at Twin Creeks Community Development District**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2017**

<b><u>Functions/Programs</u></b>	<b><u>Expenses</u></b>	<b><u>Program Revenues Operating Grants and Contributions</u></b>	<b><u>Net (Expense) Revenues and Changes in Net Position</u></b>
			<b><u>Governmental Activities</u></b>
Governmental Activities			
General government	\$ (92,744)	\$ 97,353	\$ 4,609
Interest on long-term debt	(1,540,550)	-	(1,540,550)
Total Governmental Activities	<u>\$ (1,633,294)</u>	<u>\$ 97,353</u>	<u>(1,535,941)</u>
<b>General revenues:</b>			
Investment earnings			<u>24,387</u>
	Change in Net Position		(1,511,554)
	Net Position - October 1, 2016		<u>11,036</u>
	Net Position - September 30, 2017		<u><u>\$ (1,500,518)</u></u>

*See accompanying notes to financial statements.*

**Meadow View at Twin Creeks Community Development District**  
**BALANCE SHEET**  
**GOVERNMENTAL FUNDS**  
**September 30, 2017**

	General	Debt Service 2016-A	Debt Service 2016-B	Capital Projects 2016-A	Capital Projects 2016-B	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$ 1,360	\$ -	\$ -	\$ -	\$ -	\$ 1,360
Accounts receivable	40,189	-	-	-	-	40,189
Restricted assets						
Investments, at fair value	-	576,033	564,878	3,116,881	8,302,540	12,560,332
<b>Total Assets</b>	<b>\$ 41,549</b>	<b>\$ 576,033</b>	<b>\$ 564,878</b>	<b>\$ 3,116,881</b>	<b>\$ 8,302,540</b>	<b>\$ 12,601,881</b>
<b>LIABILITIES DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>						
<b>LIABILITIES</b>						
Accounts payable and accrued expenses	\$ 27,602	\$ -	\$ -	\$ 1,961,674	\$ -	\$ 1,989,276
<b>DEFERRED INFLOW OF RESOURCES</b>						
Unavailable revenues	4,312	-	-	-	-	4,312
<b>FUND BALANCES</b>						
Restricted:						
Debt service	-	576,033	564,878	-	-	1,140,911
Capital projects	-	-	-	1,155,207	8,302,540	9,457,747
Unassigned	9,635	-	-	-	-	9,635
<b>Total Fund Balances</b>	<b>9,635</b>	<b>576,033</b>	<b>564,878</b>	<b>1,155,207</b>	<b>8,302,540</b>	<b>10,608,293</b>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balances</b>	<b>\$ 41,549</b>	<b>\$ 576,033</b>	<b>\$ 564,878</b>	<b>\$ 3,116,881</b>	<b>\$ 8,302,540</b>	<b>\$ 12,601,881</b>

See accompanying notes to financial statements.

**Meadow View at Twin Creeks Community Development District  
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES  
TO NET POSITION OF GOVERNMENTAL ACTIVITIES  
September 30, 2017**

Total Governmental Fund Balances	\$ 10,608,293
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets not being depreciated, construction in progress, used in governmental activities are not financial resources and therefore, are not reported in the fund level statements.	9,641,968
Deferred inflows of resources, \$4,312, are not current financial resources and therefore are not reported at the funds level.	4,312
Long-term liabilities, including bonds payable, \$(21,265,000), are not due and payable in the current period and therefore, are not reported at the fund level statements	(21,435,000)
Accrued interest expense for long-term debt is not a financial use and therefore, is not reported in the fund level statements.	<u>(320,091)</u>
Net Position of Governmental Activities	<u><u>\$ (1,500,518)</u></u>

*See accompanying notes to financial statements.*

**Meadow View at Twin Creeks Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -**  
**GOVERNMENTAL FUNDS**  
**For the Year Ended September 30, 2017**

	General	Debt Service 2016A	Debt Service 2016B	Capital Projects 2016A	Capital Projects 2016B	Total Governmental Funds
<b>Revenues</b>						
Developer contributions	\$ 105,599	\$ -	\$ -	\$ -	\$ -	\$ 105,599
Investment earnings	-	1,008	963	11,101	11,315	24,387
Total Revenues	<u>105,599</u>	<u>1,008</u>	<u>963</u>	<u>11,101</u>	<u>11,315</u>	<u>129,986</u>
<b>Expenditures</b>						
Current						
General government	92,744	-	-	-	-	92,744
Capital outlay	1,698	-	-	9,640,270	-	9,641,968
Debt service						
Interest	-	324,044	279,015	-	-	603,059
Other	-	-	-	346,555	270,845	617,400
Total Expenditures	<u>94,442</u>	<u>324,044</u>	<u>279,015</u>	<u>9,986,825</u>	<u>270,845</u>	<u>10,955,171</u>
Excess Revenue over/(under) Expenditures	<u>11,157</u>	<u>(323,036)</u>	<u>(278,052)</u>	<u>(9,975,724)</u>	<u>(259,530)</u>	<u>(10,825,185)</u>
<b>Other Financing Sources (Uses)</b>						
Issuance of long-term debt	-	899,225	843,315	11,130,775	8,561,685	21,435,000
Transfers in	-	-	-	156	385	541
Transfers out	-	(156)	(385)	-	-	(541)
Total Other Financing Sources /(Uses)	<u>-</u>	<u>899,069</u>	<u>842,930</u>	<u>11,130,931</u>	<u>8,562,070</u>	<u>21,435,000</u>
Net change in fund balances	11,157	576,033	564,878	1,155,207	8,302,540	10,609,815
Fund Balances - October 1, 2016	<u>(1,522)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(1,522)</u>
Fund Balances - September 30, 2017	<u>\$ 9,635</u>	<u>\$ 576,033</u>	<u>\$ 564,878</u>	<u>\$ 1,155,207</u>	<u>\$ 8,302,540</u>	<u>\$ 10,608,293</u>

See accompanying notes to financial statements.

**Meadow View at Twin Creeks Community Development District**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2017**

Net Change in Fund Balances - Total Governmental Funds	\$ 10,609,815
--	---------------

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlay as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of capital outlay in the current period.	9,641,968
---	-----------

Governmental funds report the issuance of long-term debt as an other financing source but at the government-wide level the proceeds increase long-term liabilities.	(21,435,000)
---	--------------

Revenues that do not provide current financial resources are recognized as deferred inflows of resources at the fund level. This is change in unavailable revenues in the current year.	(8,246)
---	---------

In the Statement of Activities, interest is accrued on outstanding bonds; whereas in governmental funds, interest expenditures are reported when due. This is the net difference between the prior year and the current year accruals.	<u>(320,091)</u>
--	------------------

Change in Net Position of Governmental Activities	<u><u>\$ (1,511,554)</u></u>
---	------------------------------

*See accompanying notes to financial statements.*

**Meadow View at Twin Creeks Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCES - BUDGET AND ACTUAL**  
**GENERAL FUND**  
**For the Year Ended September 30, 2017**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Developer Contributions	<u>\$ 103,375</u>	<u>\$ 103,375</u>	<u>\$ 105,599</u>	<u>\$ 2,224</u>
Expenditures				
Current				
General government	103,375	103,375	92,744	10,631
Capital outlay	<u>-</u>	<u>-</u>	<u>1,698</u>	<u>(1,698)</u>
Total Expenditures	<u>103,375</u>	<u>103,375</u>	<u>94,442</u>	<u>8,933</u>
Net change in fund balances	-	-	11,157	11,157
Fund Balances - October 1, 2016	<u>-</u>	<u>-</u>	<u>(1,522)</u>	<u>(1,522)</u>
Fund Balances - September 30, 2017	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 9,635</u></u>	<u><u>\$ 9,635</u></u>

*See accompanying notes to financial statements.*



**Meadow View at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2017**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of Meadow View at Twin Creeks Community Development District (the District) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

**1. Reporting Entity**

The District was established on March 7, 2016 by the St. Johns County, Florida pursuant to Ordinance 2016-11 and the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), as a Community Development District. The District was established for the purposes of financing, acquire, construct, operation and maintain infrastructure and community facilities necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining infrastructure, earthwork, water, sewer, reuse, and drainage system, roadway improvements, recreation improvements, wetland mitigation, landscape and hardscape improvements, and other infrastructure projects within or without the boundaries of the Meadow View at Twin Creeks Community Development District. The District is governed by a five-member Board of Supervisors, who are elected for terms of two years. The District operates within the criteria established by Chapter 190.

As required by GAAP, these financial statements present Meadow View at Twin Creeks Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility. Oversight responsibility includes, but is not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the District has identified no component units.

**Meadow View at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2017**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting**

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

**a. Government-wide Financial Statements**

Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include separate columns for the governmental and business-type activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities which normally are supported by special assessments and interest, are reported separately from business-type activities. Program revenues include charges for services, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

**b. Fund Financial Statements**

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

**Meadow View at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2017**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds**

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

**Nonspendable Fund Balance** – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

**Restricted Fund Balance** – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

**Assigned Fund Balance** – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

**Unassigned Fund Balance** – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

**Fund Balance Spending Hierarchy** – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

**Meadow View at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2017**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds (Continued)**

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

**3. Basis of Presentation**

**a. Governmental Major Funds**

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service 2016-A – Accounts for debt service requirements to retire the special assessment bonds, used to finance the construction of District infrastructure.

Debt Service 2016-B – Accounts for debt service requirements to retire the special assessment bonds, which were used to finance the construction of District infrastructure.

Capital Projects 2016-A – Accounts for construction of infrastructure improvements within the boundaries of the District.

Capital Projects 2016-B – Accounts for construction of infrastructure improvements within the boundaries of the District.

**b. Non-current Governmental Assets/Liabilities**

GASB Statement 34 requires that non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as general obligation bonds, due to developer and accrued compensated absences be reported in the governmental activities column in the government-wide Statement of Net Position.

**Meadow View at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2017**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Liabilities, and Net Position or Equity**

**a. Cash and Investments**

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

**b. Capital Assets**

Capital assets, which include construction in progress, land, buildings and other improvements and infrastructure, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements will be capitalized as projects are constructed.

**Meadow View at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2017**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Liabilities, and Net Position or Equity (Continued)**

**c. Budgets**

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

**d. Deferred Inflows of Resources**

Deferred inflows of resources is the change of net position by the government that is applicable to a future reported period at the fund level.

**NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS**

**1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position**

“Total fund balances” of the District’s governmental funds (\$10,608,293) differs from “net position” of governmental activities (\$(1,500,518)) reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the Governmental Fund Balance Sheet. The effect of the differences is illustrated below.

**Capital related items**

When capital assets (construction in progress, that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net Position included those capital assets among the assets of the District as a whole.

Construction in Progress	<u>\$ 9,641,968</u>
--------------------------	---------------------

**Meadow View at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2017**

**NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)**

**1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position (Continued)**

**Deferred Inflow of Resources**

Deferred inflows of resources applicable to the District's fund level are not current financial resources and therefore, are not reported as revenues at the fund level, however, at the government-wide level revenues are recognized when earned.

Unavailable revenues	\$ <u>4,312</u>
----------------------	-----------------

**Long-term debt transactions**

Long-term liabilities applicable to the District's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position.

Bonds payable	\$ <u>(21,435,000)</u>
---------------	------------------------

**Accrued interest**

Accrued liabilities in the Statement of Net Position differ from the accrued interest on bonds, which are not reported at the fund level because they do not use current resources.

Accrued interest	\$ <u>(320,091)</u>
------------------	---------------------

**Meadow View at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2017**

**NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)**

**2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities**

The “net change in fund balances” for government funds (\$10,609,815) differs from the “change in net position” for governmental activities (\$(1,511,554)) reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below.

**Capital related items**

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the costs of those assets is allocated over their estimated useful lives and reported as depreciation. As a result, fund balances decrease by the amount of financial resources expended, whereas net position increases by the capital assets purchased.

Capital outlay	<u>\$ 9,641,968</u>
----------------	---------------------

**Long-term debt transactions**

Proceeds from long-term debt are reported as an other financing source in the fund level but increase liabilities at the government-wide level.

Issuance of long-term debt	<u>\$ (21,435,000)</u>
----------------------------	------------------------

Some expenses reported in the Statement of Activities do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds.

Net increase in accrued interest payable	<u>\$ (320,091)</u>
--	---------------------

**Deferred Inflows of Resources**

Deferred inflows of resources do not provide current resources and, therefore, are not reported at the fund level, however, they are recognized when earned at the government-wide level.

Unavailable revenues	<u>\$ (8,246)</u>
----------------------	-------------------



**Meadow View at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2017**

**NOTE C – CASH AND INVESTMENTS**

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk. The District does, however, follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2017, the District's bank balance was \$1,360 and the carrying value was \$1,360. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

As of September 30, 2017, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturity</u>	<u>Fair Value</u>
US Bank Mmkt Managed	N/A	<u>\$ 12,560,332</u>

\* Weigthed Average Maturity

The District categorizes its fair value measurement within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most realizable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtained quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investments listed above is a level 1 assets.

Investments

The District's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes.

**Meadow View at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2017**

**NOTE C – CASH AND INVESTMENTS (CONTINUED)**

Interest Rate Risk

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

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund and the investment in US Bank MMKT Managed represents 100% of the District's investments.

The types of investments and their level of risk exposure as of September 30, 2017 were typical of these items throughout the fiscal year. The District considers any decline in fair value for investments to be temporary.

**NOTE D – CAPITAL ASSETS**

Capital Asset activity for the year ended September 30, 2017 was as follows:

	Balance 10/1/2016	Additions	Deletions	Balance 09/30/17
Capital assets, not depreciated:				
Construction in Progress	\$ -	\$9,641,968	\$ -	\$ 9,641,968

**NOTE E – LONG-TERM DEBT**

The following is a summary of debt activity for the District for the year ended September 30, 2017:

	Balance 10/1/2016	Additions	Deletions	Balance 9/30/2017	Within One Year
<u>Bonds Payable</u>					
Series 2016	\$ -	\$ 21,435,000	\$ -	\$ 21,435,000	\$ 170,000

District debt is comprised of the following at September 30, 2017:

**Special Assessment Bonds**

\$21,435,000 Series 2016 Special Assessment Bonds (A1, A2 and B) due in annual installments through May 1, 2047 with an interest rate of 4.5% to 6.0%.

\$ 21,435,000

**Meadow View at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2017**

**NOTE E – LONG-TERM DEBT (CONTINUED)**

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2017 are as follows:

Year Ending September 30,	Principal	Interest	Total
2018	\$ 170,000	\$ 1,219,670	\$ 1,389,670
2019	180,000	1,211,110	1,391,110
2020	185,000	1,202,035	1,387,035
2021	195,000	1,192,735	1,387,735
2022	205,000	1,182,920	1,387,920
2023-2027	10,610,000	5,465,655	16,075,655
2028-2032	1,565,000	2,587,820	4,152,820
2033-2037	2,055,000	2,109,200	4,164,200
2038-2042	2,690,000	1,481,365	4,171,365
2043-2047	3,580,000	628,700	4,208,700
Totals	<u>\$ 21,435,000</u>	<u>\$ 18,281,210</u>	<u>\$ 39,716,210</u>

Summary of Significant Bonds Resolution Terms and Covenants

**Special Assessment Bonds**

The District levies special assessments pursuant to Section 190.022, Florida Statutes and the assessment rolls are approved by resolutions of the District Board. The collections are to be strictly accounted for and applied to the debt service of the bond series for which they were levied. The District covenants to levy special assessments in annual amounts adequate to provide for payment of principal and interest on the bonds. Payment of principal and interest is dependent on the money available in the debt service fund and the District's ability to collect special assessments levied.

The Bonds are subject to redemption at the option of the District and are also subject to extraordinary mandatory redemption prior to maturity as outlined in the Trust Indenture.

	<u>Reserve</u>	<u>Reserve</u>
	<u>Balance</u>	<u>Requirement</u>
Series 2016	<u>\$ 529,827</u>	<u>\$ 529,827</u>

**Meadow View at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2017**

**NOTE F – DEVELOPER FUNDING AGREEMENT**

The Developer has agreed to enter into a funding agreement with the District for activities, operations and services to properties owned by the Developer. The Developer agrees to make available to the District the monies necessary for the operations of the District as called for in the approved budgets for 2016 through 2018. Budgets shall be amended as needed. Payments are made by the Developer in lieu of taxes, fees or assessments that might otherwise be imposed or levied by the District.

**NOTE G – MANAGEMENT AGREEMENTS**

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

**NOTE H – INTERFUND TRANSFERS**

Interfund transfers for the year ended September 30, 2017, consisted of the following:

<b>Transfers Out</b>	<b>Transfers In</b>		
	Capital Projects 2016A	Capital Projects 2016B	Total
Debt Service 2016A	\$ 156	\$ -	\$ 156
Debt Service 2016B	-	385	385
Total	<u>\$ 156</u>	<u>\$ 385</u>	<u>\$ 541</u>

Transfers between funds during the year were related to the interest earned in the current year.

**NOTE I – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. It should be noted that any suit or action brought or maintained against the district for damages arising out of tort, including, without limitation, any claim arising upon account of an act causing an injury or loss of property, personal injury, or death, shall be subject to the limitations provided in Section 768.28, Florida Statutes.



Berger, Toombs, Elam,  
Gaines & Frank

Certified Public Accountants P.C.

6000 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

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

To the Board of Supervisors  
Meadow View at Twin Creeks Community Development District  
St. Johns County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Meadow View at Twin Creeks Community Development District, as of and for the year ended September 30, 2017, and the related notes to the financial statements, and have issued our report thereon dated June 29, 2018.

**Internal Control Over Financial Reporting**

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

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

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

277  
Fort Pierce/Stuart

Member AICPA

Member AICPA Division For CPA Firms  
Private Companies Practice Section

Member AICPA



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants P.L.L.C.

To The Board of Supervisors  
Meadow View at Twin Creeks Community Development District

### **Compliance and Other Matters**

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

### **Purpose of this Report**

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

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants  
Fort Pierce, Florida

June 29, 2018



**Berger, Toombs, Elam,  
Gaines & Frank**

Certified Public Accountants P.L.L.C.

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

## **MANAGEMENT LETTER**

To the Board of Supervisors  
Meadow View at Twin Creeks Community Development District  
St. Johns County, Florida

### **Report on the Financial Statements**

We have audited the financial statements of the Meadow View at Twin Creeks Community Development District as of and for the year ended September 30, 2017, and have issued our report thereon dated June 29, 2018.

### **Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

### **Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 29, 2018, should be considered in conjunction with this Management Letter.

### **Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding audit.

### **Financial Condition and Management**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Meadow View at Twin Creeks Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Meadow View at Twin Creeks Community Development District did not meet any of the conditions described in Section 218.503(1) Florida Statutes.



**To the Board of Supervisors  
Meadow View at Twin Creeks Community Development District**

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Meadow View at Twin Creeks Community Development District. It is management's responsibility to monitor the Meadow View at Twin Creeks Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2017.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

**Annual Financial Report**

Section 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the annual financial report for the Meadow View at Twin Creeks Community Development District for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. In connection with our audit, we determined that these two reports were in agreement.

**Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

**Purpose of this Letter**

Our Management Letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants P.L.L.C.  
Fort Pierce, Florida

June 29, 2018





**Berger, Toombs, Elam,  
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

**INDEPENDENT ACCOUNTANT'S REPORT/COMPLIANCE  
WITH SECTION 218.415, FLORIDA STATUTES**

**To the Board of Supervisors  
Meadow View at Twin Creeks Community Development District  
St. Johns County, Florida**

We have examined Meadow View at Twin Creeks Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2017. Management is responsible for Meadow View at Twin Creeks Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Meadow View at Twin Creeks Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Meadow View at Twin Creeks Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Meadow View at Twin Creeks Community Development District's compliance with the specified requirements.

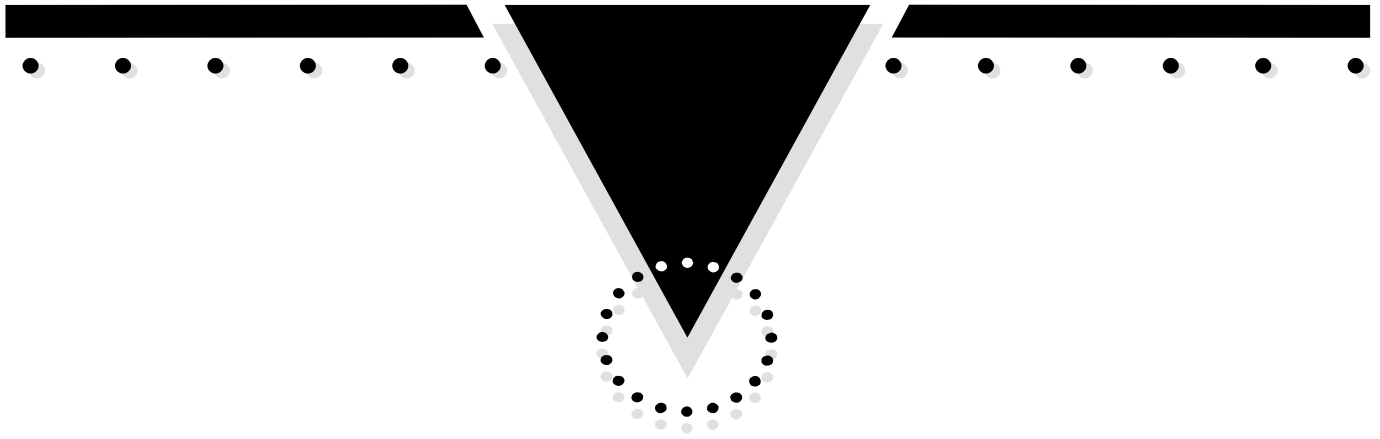
In our opinion, Meadow View at Twin Creeks Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2017.

*Berger Toombs Elam  
Gaines & Frank*

**Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida**

**June 29, 2018**

## *SIXTH ORDER OF BUSINESS*



*Meadow View at Twin Creek  
Community Development District*

*Approved Budget*

*FY 2019*

*July 19, 2018*



*Meadow View at Twin Creek*  
*Community Development District*  
GENERAL FUND BUDGET

TABLE OF CONTENTS

**GENERAL FUND BUDGET**

Summary Revenues and Expenditures.....	Page 1
---	--------

Narrative – Administrative and Maintenance.....	Page 2-4
--	----------

Debt Service Fund	
Series 2016 A1 - A2 Budget.....	Page 5
Series 2016 A1 - A2 Amortization Schedule.....	Page 6-9
Series 2016 B Budget .....	Page 10
Series 2016 B Amortization Schedule .....	Page 11-12

# Meadow View at Twin Creek

## Community Development District

## General Fund

Description	Adopted Budget FY 2018	Actual YTD Thru 4/30/18	Total Projected 5 Months	Total Projected FY 18	Approved Budget FY 2019
<b>Revenues</b>					
Developer Contributions	\$402,012	\$59,755	\$49,096	\$108,315	\$402,012
Maintenance Assessments - Phase 1	\$0	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$402,012</b>	<b>\$59,755</b>	<b>\$49,096</b>	<b>\$108,315</b>	<b>\$402,012</b>
<b>Expenditures</b>					
<b>Administrative</b>					
Engineering	\$12,000	\$11,082	\$918	\$12,000	\$12,000
Attorney	\$30,000	\$973	\$14,027	\$15,000	\$30,000
Annual Audit	\$4,000	\$3,417	\$583	\$4,000	\$4,000
Arbitrage	\$1,200	\$0	\$1,200	\$1,200	\$1,200
Dissemination Agent	\$5,000	\$0	\$3,500	\$3,500	\$5,000
Trustee Fee	\$10,000	\$7,902	\$2,098	\$10,000	\$10,000
Management Fees	\$45,000	\$26,250	\$18,750	\$45,000	\$45,000
Information Technology	\$2,000	\$1,167	\$833	\$2,000	\$2,000
Telephone	\$250	\$79	\$171	\$250	\$250
Postage	\$1,000	\$149	\$1	\$150	\$1,000
Insurance	\$5,250	\$5,610	\$0	\$5,100	\$6,171
Printing & Binding	\$4,000	\$771	\$3,229	\$4,000	\$4,000
Legal Advertising	\$3,000	\$779	\$2,221	\$3,000	\$3,000
Other Current Charges	\$500	\$162	\$338	\$500	\$500
Office Supplies	\$500	\$145	\$155	\$300	\$500
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
<b>Administrative Expenditures</b>	<b>\$123,875</b>	<b>\$58,659</b>	<b>\$48,026</b>	<b>\$106,175</b>	<b>\$124,796</b>
<b>Grounds Maintenance</b>					
Hydrology Quality/Mitigation	\$6,400	\$0	\$0	\$0	\$6,400
Electric	\$0	\$1,070	\$1,070	\$2,140	\$2,200
Landscape Maintenance	\$100,000	\$0	\$0	\$0	\$100,000
Landscape Contingency	\$30,000	\$0	\$0	\$0	\$30,000
Lake Maintenance	\$12,000	\$0	\$0	\$0	\$12,000
Grounds Maintenance	\$12,000	\$0	\$0	\$0	\$12,000
Pump Repairs	\$2,500	\$0	\$0	\$0	\$2,500
Streetlight Repairs	\$5,000	\$0	\$0	\$0	\$5,000
Irrigation Repairs	\$7,500	\$0	\$0	\$0	\$7,500
Miscellaneous	\$5,000	\$0	\$0	\$0	\$5,000
Contingency	\$97,737	\$0	\$0	\$0	\$94,616
<b>Grounds Maintenance Expenditures</b>	<b>\$278,137</b>	<b>\$1,070</b>	<b>\$1,070</b>	<b>\$2,140</b>	<b>\$277,216</b>
<b>TOTAL EXPENDITURES</b>	<b>\$402,012</b>	<b>\$59,729</b>	<b>\$49,096</b>	<b>\$108,315</b>	<b>\$402,012</b>
<b>Excess Revenues/ Expenditures</b>	<b>\$0</b>	<b>\$26</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

*Meadow View at Twin Creek*  
*Community Development District*  
GENERAL FUND BUDGET

**REVENUES:**

*Developer Contributions/ Assessments*

The District will enter into a Funding Agreement with the Developer to Fund the General Fund expenditures the Fiscal Year.

---

**EXPENDITURES:**

**Administrative:**

*Engineering*

The District will contract with an engineering firm to provide general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

*Attorney*

The District will contract for legal counsel to provide general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

*Annual Audit*

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. The District will contract with a licensed CPA firm to prepare the annual audit.

*Management Fees*

The District will contract for Management, Accounting and Administrative services as part of a Management Agreement with management company.

*Information Technology*

The cost related to District's accounting and information systems, District website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

*Meadow View at Twin Creek*  
*Community Development District*  
GENERAL FUND BUDGET

Dissemination Fees

The Annual Disclosure Report prepared by Prager & Co, LLC required by the Security and Exchange Commission in order to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District's Series 2016 A-1/A-2 Special Assessment Bonds. The District will contract with an independent certified public accounting firm to calculate the rebate liability and submit a report to the District.

Trustee Fees

The District's Series 2016 A-1/A-2 Special Assessment Bonds are held by a Trustee with US Bank. The amount represents the fee for the administration of the District's bond issue.

Telephone

The cost of telephone and fax machine service.

Postage

The cost of mailing agenda packages, overnight deliveries, correspondence, and payments for the District.

Insurance

Represents the estimated cost for public officials and general liability insurance for the District.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, and etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

*Meadow View at Twin Creek*  
*Community Development District*  
GENERAL FUND BUDGET

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Grounds Maintenance

Initial Estimates for Landscaping.



# Meadow View at Twin Creek

Community Development District

Debt Service Fund

Series 2016 A1 - A2

<i>Description</i>	<i>Adopted Budget FY 2018</i>	<i>Actual Thru 4/30/18</i>	<i>Projected Next 5 Months</i>	<i>Total Projected 9/30/18</i>	<i>Approved Budget FY 2019</i>
<b>Revenues</b>					
Carry Forward Surplus	\$328,247	\$328,450	\$0	\$328,450	\$238,450
Special Assessments 2016-A1	\$443,376	\$304,606	\$138,770	\$443,376	\$471,567
Special Assessments 2016-A2	\$381,610	\$262,172	\$119,438	\$381,610	\$405,931
Special Assessments - Prepayments	\$0	\$1,394,614	\$0	\$0	\$0
Interest Income	\$600	\$561	\$500	\$1,061	\$600
Bond Proceeds	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$1,153,833</b>	<b>\$2,290,403</b>	<b>\$258,708</b>	<b>\$1,154,497</b>	<b>\$1,116,548</b>
<b>Expenditures</b>					
<u>Series 2016 A1</u>					
Interest - 11/01	\$171,375	\$171,375	\$0	\$171,375	\$169,125
Interest - 05/01	\$171,375	\$0	\$171,375	\$171,375	\$169,125
Principal - 05/01	\$100,000	\$0	\$100,000	\$100,000	\$105,000
<u>Series 2016 A2</u>					
Interest - 11/01	\$156,310	\$156,310	\$0	\$156,310	\$154,280
Interest - 05/01	\$156,310	\$0	\$156,310	\$156,310	\$154,280
Principal - 05/01	\$70,000	\$0	\$70,000	\$70,000	\$75,000
<b>TOTAL EXPENDITURES</b>	<b>\$825,370</b>	<b>\$171,375</b>	<b>\$497,685</b>	<b>\$825,370</b>	<b>\$826,810</b>
<b>EXCESS REVENUES</b>	<b>\$328,463</b>	<b>\$2,119,028</b>	<b>(\$238,977)</b>	<b>\$329,127</b>	<b>\$289,738</b>
November 1, 2019 - Series 2016A-1					\$166,763
November 1, 2019 - Series 2016A-2					\$152,105
Total					<u>\$318,868</u>

## BOND DEBT SERVICE

## MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Bonds, Series 2016A1 (Ph 1)

St Johns County, Florida

Bank Qualified, Tax Exempt

[Phase 1 - 302 Units]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
11/03/2016						6,640,000	6,640,000
05/01/2017			169,470.83	169,470.83		6,640,000	6,640,000
11/01/2017			171,375.00	171,375.00	340,845.83	6,640,000	6,640,000
05/01/2018	100,000	4.500%	171,375.00	271,375.00		6,540,000	6,540,000
11/01/2018			169,125.00	169,125.00	440,500.00	6,540,000	6,540,000
05/01/2019	105,000	4.500%	169,125.00	274,125.00		6,435,000	6,435,000
11/01/2019			166,762.50	166,762.50	440,887.50	6,435,000	6,435,000
05/01/2020	110,000	4.500%	166,762.50	276,762.50		6,325,000	6,325,000
11/01/2020			164,287.50	164,287.50	441,050.00	6,325,000	6,325,000
05/01/2021	115,000	4.500%	164,287.50	279,287.50		6,210,000	6,210,000
11/01/2021			161,700.00	161,700.00	440,987.50	6,210,000	6,210,000
05/01/2022	120,000	4.500%	161,700.00	281,700.00		6,090,000	6,090,000
11/01/2022			159,000.00	159,000.00	440,700.00	6,090,000	6,090,000
05/01/2023	125,000	4.500%	159,000.00	284,000.00		5,965,000	5,965,000
11/01/2023			156,187.50	156,187.50	440,187.50	5,965,000	5,965,000
05/01/2024	130,000	4.500%	156,187.50	286,187.50		5,835,000	5,835,000
11/01/2024			153,262.50	153,262.50	439,450.00	5,835,000	5,835,000
05/01/2025	140,000	4.500%	153,262.50	293,262.50		5,695,000	5,695,000
11/01/2025			150,112.50	150,112.50	443,375.00	5,695,000	5,695,000
05/01/2026	145,000	4.500%	150,112.50	295,112.50		5,550,000	5,550,000
11/01/2026			146,850.00	146,850.00	441,962.50	5,550,000	5,550,000
05/01/2027	150,000	4.500%	146,850.00	296,850.00		5,400,000	5,400,000
11/01/2027			143,475.00	143,475.00	440,325.00	5,400,000	5,400,000
05/01/2028	160,000	5.000%	143,475.00	303,475.00		5,240,000	5,240,000
11/01/2028			139,475.00	139,475.00	442,950.00	5,240,000	5,240,000
05/01/2029	165,000	5.000%	139,475.00	304,475.00		5,075,000	5,075,000
11/01/2029			135,350.00	135,350.00	439,825.00	5,075,000	5,075,000
05/01/2030	175,000	5.000%	135,350.00	310,350.00		4,900,000	4,900,000
11/01/2030			130,975.00	130,975.00	441,325.00	4,900,000	4,900,000
05/01/2031	185,000	5.000%	130,975.00	315,975.00		4,715,000	4,715,000
11/01/2031			126,350.00	126,350.00	442,325.00	4,715,000	4,715,000
05/01/2032	195,000	5.000%	126,350.00	321,350.00		4,520,000	4,520,000
11/01/2032			121,475.00	121,475.00	442,825.00	4,520,000	4,520,000
05/01/2033	205,000	5.000%	121,475.00	326,475.00		4,315,000	4,315,000
11/01/2033			116,350.00	116,350.00	442,825.00	4,315,000	4,315,000
05/01/2034	215,000	5.000%	116,350.00	331,350.00		4,100,000	4,100,000
11/01/2034			110,975.00	110,975.00	442,325.00	4,100,000	4,100,000
05/01/2035	225,000	5.000%	110,975.00	335,975.00		3,875,000	3,875,000
11/01/2035			105,350.00	105,350.00	441,325.00	3,875,000	3,875,000
05/01/2036	235,000	5.000%	105,350.00	340,350.00		3,640,000	3,640,000
11/01/2036			99,475.00	99,475.00	439,825.00	3,640,000	3,640,000
05/01/2037	250,000	5.000%	99,475.00	349,475.00		3,390,000	3,390,000
11/01/2037			93,225.00	93,225.00	442,700.00	3,390,000	3,390,000
05/01/2038	260,000	5.500%	93,225.00	353,225.00		3,130,000	3,130,000
11/01/2038			86,075.00	86,075.00	439,300.00	3,130,000	3,130,000
05/01/2039	275,000	5.500%	86,075.00	361,075.00		2,855,000	2,855,000
11/01/2039			78,512.50	78,512.50	439,587.50	2,855,000	2,855,000
05/01/2040	290,000	5.500%	78,512.50	368,512.50		2,565,000	2,565,000
11/01/2040			70,537.50	70,537.50	439,050.00	2,565,000	2,565,000
05/01/2041	310,000	5.500%	70,537.50	380,537.50		2,255,000	2,255,000
11/01/2041			62,012.50	62,012.50	442,550.00	2,255,000	2,255,000
05/01/2042	325,000	5.500%	62,012.50	387,012.50		1,930,000	1,930,000

## BOND DEBT SERVICE

## MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Bonds, Series 2016A1 (Ph I)

St Johns County, Florida

Bank Qualified, Tax Exempt

[Phase 1 - 302 Units]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
11/01/2042			53,075.00	53,075.00	440,087.50	1,930,000	1,930,000
05/01/2043	345,000	5.500%	53,075.00	398,075.00		1,585,000	1,585,000
11/01/2043			43,587.50	43,587.50	441,662.50	1,585,000	1,585,000
05/01/2044	365,000	5.500%	43,587.50	408,587.50		1,220,000	1,220,000
11/01/2044			33,550.00	33,550.00	442,137.50	1,220,000	1,220,000
05/01/2045	385,000	5.500%	33,550.00	418,550.00		835,000	835,000
11/01/2045			22,962.50	22,962.50	441,512.50	835,000	835,000
05/01/2046	405,000	5.500%	22,962.50	427,962.50		430,000	430,000
11/01/2046			11,825.00	11,825.00	439,787.50	430,000	430,000
05/01/2047	430,000	5.500%	11,825.00	441,825.00			
11/01/2047					441,825.00		
	6,640,000		6,936,020.83	13,576,020.83	13,576,020.83		

## BOND DEBT SERVICE

MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
Special Assessment Bonds, Series 2016A2 (Ph I)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
11/03/2016						5,390,000	5,390,000
05/01/2017			154,573.22	154,573.22		5,390,000	5,390,000
11/01/2017			156,310.00	156,310.00	310,883.22	5,390,000	5,390,000
05/01/2018	70,000	5.800%	156,310.00	226,310.00		5,320,000	5,320,000
11/01/2018			154,280.00	154,280.00	380,590.00	5,320,000	5,320,000
05/01/2019	75,000	5.800%	154,280.00	229,280.00		5,245,000	5,245,000
11/01/2019			152,105.00	152,105.00	381,385.00	5,245,000	5,245,000
05/01/2020	75,000	5.800%	152,105.00	227,105.00		5,170,000	5,170,000
11/01/2020			149,930.00	149,930.00	377,035.00	5,170,000	5,170,000
05/01/2021	80,000	5.800%	149,930.00	229,930.00		5,090,000	5,090,000
11/01/2021			147,610.00	147,610.00	377,540.00	5,090,000	5,090,000
05/01/2022	85,000	5.800%	147,610.00	232,610.00		5,005,000	5,005,000
11/01/2022			145,145.00	145,145.00	377,755.00	5,005,000	5,005,000
05/01/2023	90,000	5.800%	145,145.00	235,145.00		4,915,000	4,915,000
11/01/2023			142,535.00	142,535.00	377,680.00	4,915,000	4,915,000
05/01/2024	95,000	5.800%	142,535.00	237,535.00		4,820,000	4,820,000
11/01/2024			139,780.00	139,780.00	377,315.00	4,820,000	4,820,000
05/01/2025	105,000	5.800%	139,780.00	244,780.00		4,715,000	4,715,000
11/01/2025			136,735.00	136,735.00	381,515.00	4,715,000	4,715,000
05/01/2026	110,000	5.800%	136,735.00	246,735.00		4,605,000	4,605,000
11/01/2026			133,545.00	133,545.00	380,280.00	4,605,000	4,605,000
05/01/2027	115,000	5.800%	133,545.00	248,545.00		4,490,000	4,490,000
11/01/2027			130,210.00	130,210.00	378,755.00	4,490,000	4,490,000
05/01/2028	120,000	5.800%	130,210.00	250,210.00		4,370,000	4,370,000
11/01/2028			126,730.00	126,730.00	376,940.00	4,370,000	4,370,000
05/01/2029	130,000	5.800%	126,730.00	256,730.00		4,240,000	4,240,000
11/01/2029			122,960.00	122,960.00	379,690.00	4,240,000	4,240,000
05/01/2030	135,000	5.800%	122,960.00	257,960.00		4,105,000	4,105,000
11/01/2030			119,045.00	119,045.00	377,005.00	4,105,000	4,105,000
05/01/2031	145,000	5.800%	119,045.00	264,045.00		3,960,000	3,960,000
11/01/2031			114,840.00	114,840.00	378,885.00	3,960,000	3,960,000
05/01/2032	155,000	5.800%	114,840.00	269,840.00		3,805,000	3,805,000
11/01/2032			110,345.00	110,345.00	380,185.00	3,805,000	3,805,000
05/01/2033	165,000	5.800%	110,345.00	275,345.00		3,640,000	3,640,000
11/01/2033			105,560.00	105,560.00	380,905.00	3,640,000	3,640,000
05/01/2034	175,000	5.800%	105,560.00	280,560.00		3,465,000	3,465,000
11/01/2034			100,485.00	100,485.00	381,045.00	3,465,000	3,465,000
05/01/2035	185,000	5.800%	100,485.00	285,485.00		3,280,000	3,280,000
11/01/2035			95,120.00	95,120.00	380,605.00	3,280,000	3,280,000
05/01/2036	195,000	5.800%	95,120.00	290,120.00		3,085,000	3,085,000
11/01/2036			89,465.00	89,465.00	379,585.00	3,085,000	3,085,000
05/01/2037	205,000	5.800%	89,465.00	294,465.00		2,880,000	2,880,000
11/01/2037			83,520.00	83,520.00	377,985.00	2,880,000	2,880,000
05/01/2038	220,000	5.800%	83,520.00	303,520.00		2,660,000	2,660,000
11/01/2038			77,140.00	77,140.00	380,660.00	2,660,000	2,660,000
05/01/2039	230,000	5.800%	77,140.00	307,140.00		2,430,000	2,430,000
11/01/2039			70,470.00	70,470.00	377,610.00	2,430,000	2,430,000
05/01/2040	245,000	5.800%	70,470.00	315,470.00		2,185,000	2,185,000
11/01/2040			63,365.00	63,365.00	378,835.00	2,185,000	2,185,000
05/01/2041	260,000	5.800%	63,365.00	323,365.00		1,925,000	1,925,000
11/01/2041			55,825.00	55,825.00	379,190.00	1,925,000	1,925,000
05/01/2042	275,000	5.800%	55,825.00	330,825.00		1,650,000	1,650,000
11/01/2042			47,850.00	47,850.00	378,675.00	1,650,000	1,650,000
05/01/2043	290,000	5.800%	47,850.00	337,850.00		1,360,000	1,360,000
11/01/2043			39,440.00	39,440.00	377,290.00	1,360,000	1,360,000

## BOND DEBT SERVICE

MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
Special Assessment Bonds, Series 2016A2 (Ph II)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
05/01/2044	310,000	5.800%	39,440.00	349,440.00		1,050,000	1,050,000
11/01/2044			30,450.00	30,450.00	379,890.00	1,050,000	1,050,000
05/01/2045	330,000	5.800%	30,450.00	360,450.00		720,000	720,000
11/01/2045			20,880.00	20,880.00	381,330.00	720,000	720,000
05/01/2046	350,000	5.800%	20,880.00	370,880.00		370,000	370,000
11/01/2046			10,730.00	10,730.00	381,610.00	370,000	370,000
05/01/2047	370,000	5.800%	10,730.00	380,730.00			
11/01/2047					380,730.00		
	5,390,000		6,299,383.22	11,689,383.22	11,689,383.22		

# Meadow View at Twin Creek

Community Development District

Debt Service Fund

Series 2016 B

<i>Description</i>	<i>Adopted Budget FY 2018</i>	<i>Actual Thru 4/30/18</i>	<i>Projected Next 5 Months</i>	<i>Total Projected 9/30/18</i>	<i>Approved Budget FY 2019</i>
<i>Revenues</i>					
<i>Carry Forward Surplus</i>	\$0	\$282,728	\$0	\$282,728	\$282,728
<i>Special Assessments</i>	\$564,300	\$282,150	\$282,150	\$564,300	\$600,467
<i>Interest Income</i>	\$600	\$431	\$169	\$600	\$600
<i>Bond Proceeds</i>	\$0	\$0	\$0	\$0	\$0
<i>TOTAL REVENUES</i>	<b>\$564,900</b>	<b>\$565,309</b>	<b>\$282,319</b>	<b>\$847,628</b>	<b>\$883,795</b>
<i>Expenditures</i>					
<i>Series 2016 B</i>					
<i>Interest - 11/01</i>	\$282,150	\$282,150	\$0	\$282,150	\$282,150
<i>Interest - 05/01</i>	\$282,150	\$0	\$282,150	\$282,150	\$282,150
<i>Principal - 05/01</i>	\$0	\$0	\$0	\$0	\$0
<i>TOTAL EXPENDITURES</i>	<b>\$564,300</b>	<b>\$282,150</b>	<b>\$282,150</b>	<b>\$564,300</b>	<b>\$564,300</b>
<i>EXCESS REVENUES</i>	<b>\$600</b>	<b>\$283,159</b>	<b>\$169</b>	<b>\$283,328</b>	<b>\$319,495</b>

## BOND DEBT SERVICE

MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
Special Assessment Bonds, Series 2016B (Future Phases)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
11/03/2016						9,405,000	9,405,000
05/01/2017			279,015	279,015		9,405,000	9,405,000
11/01/2017			282,150	282,150	561,165	9,405,000	9,405,000
05/01/2018			282,150	282,150		9,405,000	9,405,000
11/01/2018			282,150	282,150	564,300	9,405,000	9,405,000
05/01/2019			282,150	282,150		9,405,000	9,405,000
11/01/2019			282,150	282,150	564,300	9,405,000	9,405,000
05/01/2020			282,150	282,150		9,405,000	9,405,000
11/01/2020			282,150	282,150	564,300	9,405,000	9,405,000
05/01/2021			282,150	282,150		9,405,000	9,405,000
11/01/2021			282,150	282,150	564,300	9,405,000	9,405,000
05/01/2022			282,150	282,150		9,405,000	9,405,000
11/01/2022			282,150	282,150	564,300	9,405,000	9,405,000
05/01/2023			282,150	282,150		9,405,000	9,405,000
11/01/2023			282,150	282,150	564,300	9,405,000	9,405,000
05/01/2024			282,150	282,150		9,405,000	9,405,000
11/01/2024			282,150	282,150	564,300	9,405,000	9,405,000
05/01/2025			282,150	282,150		9,405,000	9,405,000
11/01/2025			282,150	282,150	564,300	9,405,000	9,405,000
05/01/2026			282,150	282,150		9,405,000	9,405,000
11/01/2026	9,405,000	6.000%	282,150	9,687,150	9,969,300		
	9,405,000		5,639,865	15,044,865	15,044,865		

*Meadow View at Twin Creek*  
**Community Development District**  
Assessment Chart

**Operation and Maintenance Assessment**

Product	Number of Planned Units	ERU Factor	Total ERU's	% ERU	Net Annual	Gross Annual	Net Per Unit	Gross Per Unit
TH	196	0.8	156.80	11%	\$103,689	\$110,307	\$529	\$563
43' lots	573	0.9	515.70	36%	\$341,022	\$362,790	\$595	\$633
53' lots	387	1	387.00	27%	\$255,916	\$272,251	\$661	\$703
63' lots	172	1.1	189.20	13%	\$125,114	\$133,100	\$727	\$774
73' lots	66	1.15	75.90	5%	\$50,191	\$53,395	\$760	\$809
90' lots	82	1.2	98.40	7%	\$65,070	\$69,223	\$794	\$844
<b>Total</b>	<b>1476</b>		<b>1,423</b>	<b>100%</b>	<b>\$941,002</b>	<b>\$1,001,066</b>		

**Phase I**

Product	Units	Net Per Unit	Gross Per Unit	Net Annual	Gross Annual
TH	0	\$529	\$563	\$0	\$0
43	86	\$595	\$633	\$51,183	\$54,450
53	111	\$661	\$703	\$73,402	\$78,087
63	65	\$727	\$774	\$47,282	\$50,300
73	40	\$760	\$809	\$30,419	\$32,361
90	0	\$794	\$844	\$0	\$0
<b>Total</b>	<b>302</b>			<b>\$202,286</b>	<b>\$215,198</b>

**Debt Service Assessments**

**Phase I - Series 2016A-1 Bonds**

Product	Units	Net Per Unit	Gross Per Unit	Net Annual	Gross Annual
TH	0	\$0	\$0	\$0	\$0
43	86	\$1,304	\$1,387	\$112,144	\$119,302
53	111	\$1,449	\$1,541	\$160,839	\$171,105
63	65	\$1,594	\$1,696	\$103,610	\$110,223
73	40	\$1,667	\$1,773	\$66,680	\$70,936
90	0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>302</b>			<b>\$443,273</b>	<b>\$471,567</b>

**Phase I - Series 2016A-2 Bonds**

Product	Units	Net Per Unit	Gross Per Unit	Net Annual	Gross Annual
TH	0	\$0	\$0	\$0	\$0
43	86	\$1,123	\$1,195	\$96,578	\$102,743
53	111	\$1,247	\$1,327	\$138,417	\$147,252
63	65	\$1,372	\$1,460	\$89,180	\$94,872
73	40	\$1,435	\$1,527	\$57,400	\$61,064
90	0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>302</b>			<b>\$381,575</b>	<b>\$405,931</b>

**Phases 2 thru 4 - Series 2016B Bonds**

Product	Units	Net Per Unit	Gross Per Unit	Net Annual	Gross Annual
TH	196	\$404	\$430	\$79,184	\$84,238
43	487	\$455	\$484	\$221,585	\$235,729
53	276	\$505	\$537	\$139,380	\$148,277
63	107	\$556	\$591	\$59,492	\$63,289
73	26	\$581	\$618	\$15,106	\$16,070
90	82	\$606	\$645	\$49,692	\$52,864
<b>Total</b>	<b>1174</b>			<b>\$564,439</b>	<b>\$600,467</b>



## *SEVENTH ORDER OF BUSINESS*

## AMENITIES MANAGEMENT AGREEMENT

This Agreement (“**Agreement**”) is effective as of the 27<sup>th</sup> day of June, 2018, and is made by and between:

**Meadow View at Twin Creeks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida, and whose address is 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (“**District**”), and

**Riverside Management Services, Inc.**, a Florida corporation, whose address is 9655 Florida Mining Blvd. West, Suite 305, Jacksonville, Florida 32257 (“**Amenity Manager**,” together with the District, the “**Parties**”).

### RECITALS

**WHEREAS**, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District owns certain Amenities (as defined herein) located within the District and serving the community of Beacon Lake; and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to operate and maintain the Amenities; and

**WHEREAS**, the Amenity Manager provides such Services (as defined herein) and now desires to contract with the District in accordance with the terms and specifications in this Agreement; and

**WHEREAS**, it is intended that the Amenities be operated and maintained for an exclusively public purpose and that any monies generated from the operation of the Amenities be used to defray the public expense associated with operating and maintaining the Amenities.

**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:

### I. RECITALS & DEFINITIONS

1. **Recitals.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **Definitions.** The following definitions apply to this Agreement:

- a. **“Amenities”** – shall mean the District’s clubhouse, swimming pool, canoe launch, and other appurtenant facilities and areas, and specifically those areas located within Tracts 47 (Amenity), 7, 9, 19, 26, 28, 41, 42 and 52 (Parks) as identified on the plat known as Beacon Lake Phase 1, recorded in the Official Records of St. Johns County, Florida at Map Book 89, Pages 53 et seq. A sketch of the Amenities is included herein as **Attachment E**.
- b. **“District Manager”** – shall mean Governmental Management Services, LLC, or such other District Manager as the District’s Board of Supervisors (**“Board”**) may appoint from time to time.
- c. **“O&M Budget”** – shall mean the annual operations and maintenance budget adopted by the Board for each Fiscal Year (as herein defined) and as may be amended from time to time.
- d. **“Fiscal Year”** – shall mean the District’s fiscal year beginning October 1 and ending September 30.
- e. **“Operations Expenses”** – shall mean all costs of operating the Amenities, including, but not be limited to, the following: courier expenses (such as Federal Express, UPS), telephone, utilities, retail product expense, operating supplies, and other related expenses as outlined in the O&M Budget.
- f. **“Program Expenses”** – shall mean the expenses associated with providing the various activities, events and programs for patrons, as outlined in the O&M Budget.
- g. **“Services”** – shall mean those services described in **Attachment A**, attached hereto and incorporated herein by this reference, relating to the management, operation, and maintenance of the Amenities for the benefit of the District.
- h. **“Lifestyle Director”** – shall refer to the individual employed by the Amenity Manager to oversee the provision of the Services.

## **II. SCOPE OF SERVICES**

- 3. The Amenity Manager shall perform the Services on the terms and conditions set forth herein.

## **III. TERM & RENEWAL**

- 4. The term of this Agreement shall be from the date set forth above through September 30, 2018; provided however that the Services shall not begin until a written **“Notice to Proceed”** is issued to the Amenity Manager indicating that the Amenities are ready for operation. Unless terminated pursuant to its terms, this Agreement shall automatically renew without amendment each subsequent Fiscal Year.

#### **IV. COMPENSATION & REIMBURSEMENT**

5. The District shall pay the Amenity Manager for the Services as provided in **Attachments A and B**, which are attached hereto and incorporated herein by this reference. Further, the District shall reimburse the Amenity Manager for all approved Operating Expenses and Program Expenses, pursuant to the terms of this Agreement. All payments shall be made in accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.

#### **V. REVENUE & TAX EXEMPT STATUS**

6. **Revenue for a Public Purpose.** The Parties agree that the Amenities shall be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Amenities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Amenities consistent with the terms of this Agreement.

7. **Collection of Revenue.** In the course of providing the Services, and subject to the other provisions of this section, the Amenity Manager shall maintain an accurate record of all revenues received from the operation of the Amenities and shall remit to the District the revenues, and an accounting for the same, for a given month no later than 15 days after the end of that month. The Amenity Manager shall not have charge of the revenues other than to collect the revenues and remit them to the District under this Agreement. The Amenity Manager shall carry employment theft dishonesty insurance in the amounts set forth in this Agreement to secure the performance by the Amenity Manager of its powers and duties under this Agreement relating to the collection of the revenues and handling of petty cash direct purchases under this Agreement.

The Amenity Manager shall ensure that all amenity fees charged to patrons are consistent with the rates set forth in the District's rules and policies, as may be amended from time to time. Further, the Amenity Manager may: (1) directly collect such amenity fees, (2) use a third party provider to assist with electronic collection of such amenity fees (e.g., PayPal), or (3) with prior written notice to and consent of the Amenity Manager, allow subcontractors providing programming services to collect such amenity fees for specific programs. In any case, the Amenity Manager shall remain responsible for the collection of all amenity revenues, shall maintain an accurate record of all such amenity revenues, and shall remit all amenity revenues to the District (with the one exception that, with prior written notice to and consent of the District Manager, and subject to the terms of an applicable subcontractor agreement, a subcontractor providing programming services may collect and keep amenity revenues as compensation for the subcontractor's services).

8. **Tax-Exempt Status.** The District agrees to pay any applicable ad valorem taxes, unless the Amenities are subject to ad valorem taxation as a result of the Amenity Manager's failure to abide by the terms of this Agreement or the District's rules or policies, in which case the Amenity Manager shall be responsible for the payment of ad valorem taxes.

## **VI. BUDGET PREPARATION**

9. Within 30 days of execution of this Agreement for the current Fiscal Year of this Agreement, and prior to April 15<sup>th</sup> for each subsequent Fiscal Year, the Amenity Manager shall prepare an annual operating budget estimating the revenues and expenses, including all Operating Expenses and Program Expenses, for all Services under this Agreement for the upcoming Fiscal Year. Such annual operating budget, if approved by the Board, shall be incorporated into the O&M Budget. At the request of the District, the Amenity Manager shall update its initial estimated annual operating budget in anticipation of the District's final annual budget meeting, which typically occurs in July, August, or September of each Fiscal Year.

## **VII. PROCUREMENT PROCEDURES**

10. **Purchases by the District.** The District will be responsible for payment of all Operations Expenses and Program Expenses and, except as provided in Paragraph 11, shall directly pay vendors for such Operations Expenses and Program Expenses. The following conditions apply to the purchase of supplies and inventory for the Amenities:

- a. **Amenity Manager Initiated Purchasers.** If the Amenity Manager desires that a purchase be made by the District for Operations Expenses or Program Expenses, the Amenity Manager shall furnish a request ("**Payment Request**") to the District Manager detailing the proposed supplier, the nature of the supplies or inventory, and the costs thereof. Such request may be made by e-mail to the District Manager.
- b. **Purchase Order Issuance.** Upon receipt of a Payment Request, the District shall review the Payment Request, and, if approved by the District, issue a District purchase order directly to the supplier, with delivery to be made to the District.
- c. **Sales Tax Exemption.** The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- d. **Inspection and Bailment.** The Amenity Manager shall inspect, accept delivery of and store the materials pending the use of the supplies and/or sale of the inventory. The Amenity Manager's possession of the supplies and inventory will constitute a bailment. The Amenity Manager, as bailee, shall have the duty to safeguard, store, and protect the supplies and inventory while in the Amenity Manager's possession.
- e. **Invoice Processing.** After verifying that delivery is in accordance with the purchase order, the Amenity Manager shall submit a list indicating acceptance of goods from the supplier and concurrence with the District's issuance of payment to the supplier. The District will process the invoices and issue payment directly to the supplier.
- f. **Insurance.** The District shall purchase and maintain any necessary risk insurance sufficient to cover the supplies and inventory purchased directly by the District.

11. **Petty Cash.** For small or emergency purchases, the Amenity Manager shall have the authority to make payment directly to vendors for Operations Expenses and Program Expenses using a petty cash account (“**Petty Cash Account**”) and/or, at the District’s discretion, credit card (“**Petty Cash Credit Card**”), as described in this paragraph, provided, however, that any such purchase shall not exceed the budgeted amount for the applicable line item set forth in the O&M Budget. The District shall maintain a Petty Cash Account that shall hold monies not to exceed one thousand dollars at any given time and that shall be established in such a manner to allow the Amenity Manager, on behalf of the District, to write checks from the petty cash account. Alternatively, in its discretion, the District may provide to the Amenity Manager a Petty Cash Credit Card with a one thousand dollar limit. The Lifestyle Director, on behalf of the Amenity Manager, shall be the only individual authorized to write checks from the Petty Cash Account or use the Petty Cash Credit Card and shall execute and abide by the District’s *Agreement Regarding Revenue Collection and Petty Cash*, the form of which is attached hereto as **Attachment C** and incorporated herein by this reference. To the extent feasible, the Amenity Manager shall take all necessary steps consistent with Paragraph 10 above to ensure that any petty cash purchases are made on a tax exempt basis. The District shall not replenish any funds in the Petty Cash Account, or authorize payment of the Petty Cash Credit Card bill, until provided with a full accounting, including copies of any receipts, for any monies spent. Any purchases pursuant to this paragraph that would require spending in excess of the applicable line item amounts set forth in the O&M Budget, shall require prior approval from the Board. The Amenity Manager shall be responsible for any purchases made that are not supported by appropriate receipts or that are not approved as part of the O&M Budget or by the Board.

## **VIII. SPECIAL TERMS AND CONDITIONS**

12. **Permits, Licenses, and Other Approvals.** Unless the District expressly directs otherwise in writing, the Amenity Manager, at the District’s expense, shall timely apply for, obtain, and maintain all applicable permits, licenses, certifications, consents, and other approvals for the Services and from all governmental agencies which have jurisdiction over such Services. The Amenity Manager, by applying for such permits, licenses, certifications, consents, and other approvals, does not in any way guarantee the approval of such applications. In the event an applicable permit, license, certification, consent, or other approval is not obtained for a particular service, or a permit, license, certificate, consent, or other approval necessary for a particular service is rescinded or revoked, the Amenity Manager shall immediately notify the District and shall not provide, and shall immediately abate the provision of, that Service.

13. **Alcohol Sales.** The Amenity Manager shall be responsible for the service of all food and beverages, including alcohol, at the Amenities. In doing so, the Amenity Manager shall cause all activities at the Amenities to be performed in accordance with the District’s Alcohol Policy (as amended from time to time) included in the District’s rules or policies, and all applicable laws, rules and regulations governing the sale and service of alcoholic beverages at the Amenities.

- a. **Alcohol License.** At the District’s request, Amenity Manager and District shall be joint license holders on the District’s alcohol licenses (together, “**Alcohol Licenses**”), and, regardless, the Amenity Manager shall

cooperate with the District in all application processes relating to such licenses or amendments thereto, provided however that the District shall be responsible for all license application fees and expenses. Additionally, and in connection with the District's annual budget cycle, Amenity Manager and District shall work together to identify any additional costs reasonably related to the Alcohol Licenses and service of alcohol that may need to be included in the District's budget and payable to the Amenity Manager, provided however that all such expenses must be approved by the Board in its discretion and as part of the budget process. Regardless whether the Amenity Manager is a joint license holder, Amenity Manager shall be responsible for the service of alcohol at the Amenities, as stated herein.

- b. **Additional Requirements.** In addition to the other requirements of this Section, the Amenity Manager shall ensure compliance with the following:
1. In connection with the sale and service of alcohol, the Amenity Manager shall use only employees qualified and authorized to provide such services under Florida law, and shall take all reasonable steps to ensure that the employees are so qualified and authorized, including by requiring background checks, etc.
  2. The Amenity Manager's employees involved with serving alcohol shall attend training prior to working at the Amenities and shall periodically receive training on an annual basis, or more frequently if required by law. Training must include the dissemination of information covering the applicable subjects of Florida law and the District liquor license and an explanation of the District's rules or policies to those subjects. The training shall establish standard operating procedures and methods of assisting employees in dealing with underage customers, ways to prevent and notice third party sales, how to identify a fake identification card and guidance for maintaining records that relate to such incidents, and other similar issues.
  3. The Amenity Manager shall verify identification of anyone who may be under the age of 21 years of age so as to ensure that no person under the age of 21 purchases or consumes alcoholic beverages. Proper identification includes a valid driver's license, United States issued Military identification card or Passport. The Amenity Manager will make every attempt to prevent underage drinking at the Amenities.
  4. The Amenity Manager shall make every effort to avoid serving customers to the point of intoxication. The Amenity Manager will speak with the customer and watch for and observe signs of intoxication. The Amenity Manager will use good judgment when denying alcohol service to customers. Additionally, the Amenity Manager shall make every effort, short of force, to

guard against persons who appear intoxicated from leaving District property until reasonable steps have been taken to ensure the person's safety and well-being. For example, the Amenity Manager will call a cab or attempt to arrange alternative transportation, and will encourage a customer that appears intoxicated to stay on District property until alternative arrangements may be made.

5. The Amenity Manager shall not serve alcohol to disruptive customers. Should a customer become belligerent, the police should be contacted. In the case of an incident involving problems like refusing service or ejecting a customer etc., the Amenity Manager shall document the incident in a logbook, and immediately contact the District Manager. The report shall include the date and time of the incident; names of customers involved; witnesses; and the actions of staff. All incident reports are to be reported to the District Manager.

14. **Children's Activities.** With the District's prior approval, the Amenity Manager may provide children's activities such as recreational day camps, story time, and arts and crafts activities, subject to the following:

- a. Unless prohibited by law, the Amenity Manager shall conduct a background check for all potential applicants for staff positions hired to assist with children's recreational programs or activities involving minor children.
- b. At least one Amenity Manager employee assisting with a children's program or activity shall be certified in cardiopulmonary resuscitation by the American Red Cross or other program satisfactory to the District.
- c. The Amenity Manager shall adhere to all federal and state laws regulating the operation and management of any recreational day camps, or other programs or activities for children; shall maintain any required licenses or other approvals necessary for such programs or activities; and shall otherwise comply with all of the requirements of this Agreement. To the extent the District is also required to obtain a license or approval, the Amenity Manager shall notify the District of such requirement and assist the District in obtaining any required license or approval.

15. **Swim Amenities.** As part of the Services more fully described in **Attachment A**, the Amenity Manager shall oversee the management of the District's swim facilities, including the pool(s), pool deck(s), splash pad, etc. (together, "**Swim Amenities**"), including such tasks as checking in and monitoring patrons, responding to first aid situations, enforcing the District's rules or policies, performing light pool area cleaning, managing pool staff, handling phone calls and other similar duties. The Amenity Manager shall be responsible for the supervision and safety of the patrons of the pool. The Amenity Manager shall employ such full- and part-time personnel for Swim Amenities to: (i) deliver the Services associated with the Swim Amenities at a level consistent with the District's annual O&M Budget, and (ii) ensure that the District's



operation and maintenance of the Swim Amenities are in compliance with all requirements of applicable law, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s). To the extent required by law, and provided for in the O&M Budget, the Amenity Manager shall employ lifeguards who have the current requisite certificate from the American Red Cross (or an acceptable alternative from another provider), undergo periodic in-service training and otherwise meet any other legal requirements. Documentation of such certification and training shall be on file at the Amenities and available upon request.

16. **Insurance Coverage Policies and Amounts.** The Amenity Manager shall maintain the insurance coverages as set forth in **Attachment F**.

17. **Other Insurance Provisions.** The following provisions shall apply to the insurance requirements set forth herein:

- a. All such insurance shall be obtained from insurance companies that are duly licensed or authorized, in Florida, to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Agreement shall have an A.M. Best rating of A-VII or better.
- b. With the exception of the Worker's Compensation and Professional Liability insurance policies, all such policies shall include and list as additional insureds the following: the District and its Supervisors, managers, attorneys, engineers, staff, representatives, consultants, agents, and employees. Insurance obtained by Amenity Manager shall be primary and noncontributory with respect to insurance outlined above. No policy may be canceled or materially changed during the term of this Agreement without at least thirty (30) days written notice to the District, and in the event of any cancellation or material change, Amenity Manager shall promptly notify the District.
- c. With the exception of Workers Compensation and Professional Liability Insurance, all such insurance shall be on an occurrence basis. For insurance that is not on an occurrence basis, such insurance shall be maintained throughout the duration of the Agreement and for a minimum of two years after any termination of the Agreement.
- d. Amenity Manager shall deliver certificates of insurance establishing that Amenity Manager has obtained and is maintaining the policies, coverages, and endorsements required by the Agreement. Upon request by District, Amenity Manager shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles.

- e. The insurance and insurance limits required herein shall not be deemed as a limitation on Amenity Manager's liability under this Agreement. Further, the fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Agreement is not intended to constitute a waiver of any rights of any kind by the additional insured.

18. **Indemnification.** Amenity Manager 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 Amenity Manager, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Amenity Manager to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Amenity Manager as jointly liable parties; however, Amenity Manager shall indemnify the District for any and all percentage of fault attributable to Amenity Manager for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Amenity Manager 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. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. For purposes of this section, "acts or omissions" on the part of the Amenity Manager's officers, directors, agents, assigns or employees includes, but is not limited to, the operation and management of the Amenities in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenities, unless such permit, license, certification, consent, or other approval is first obtained or the District's Board has expressly directed the Amenity Manager in writing not to obtain such permit license, certification, consent, or other approval. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the Parties shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this section shall survive the termination or expiration of this Agreement.

19. **Non-Solicitation.** The District agrees that during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement, whether on account of default, permitted election to terminate or otherwise), the District will not solicit for hire any "**Protected Person.**" A Protected Person shall mean an individual employed by the Amenity Manager or assigned to providing the Services to the District, including without limitation, the Amenity Manager and associated staff, corporate representatives of the Amenity Manager, and other Amenity Manager employees who supervise the operation of the District and

any company, partnership, corporation or other entity formed, managed, operated, owned (in whole or in part) or controlled by such individual.

## **IX. TERMINATION OR DEFAULT OF THE AGREEMENT**

20. **Termination at Will.** Any party may terminate this Agreement with cause immediately upon written notice, or without cause upon thirty (30) days prior written notice. The Amenity Manager will continue to receive compensation for services performed through the date of termination, consistent with the terms of this Agreement, but subject to any setoffs to which the terminating party may be entitled, as its sole means of recovery hereunder. The Amenity Manager shall not be entitled to any other damages of any kind, including but not limited to consequential damages or lost profits.

21. **Transition.** Upon termination of this Agreement, the Amenity Manager shall, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

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

22. **Default.** 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.

23. **Remedies Cumulative.** The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting Party by law.

## **X. GENERAL TERMS AND CONDITIONS**

24. **Care of the Property.** This Agreement grants to the Amenity Manager access to the Amenities for the purposes described in this Agreement. The Amenity Manager shall (a) use

all due care to protect the property of the District from damage; (b) promptly repair any damage or harm resulting from the Amenity Manager's activities and work; and (c) promptly provide a full written report as to all accidents or claims for damage occurring to the Amenities, including any damage or destruction of the property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

25. **Public Records.** The Amenity Manager agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Amenity Manager agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Amenity Manager must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that 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 completion of the Agreement if the Amenity Manager does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Amenity Manager or keep and maintain public records required by the District to perform the service. If the Amenity Manager transfers all public records to the District upon completion of this Agreement, the Amenity Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Amenity Manager keeps and maintains public records upon completion of the Agreement, the Amenity Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE AMENITY MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE AMENITY MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JIM OLIVER, C/O GOVERNMENTAL MANAGEMENT SERVICES, LLC, 475 WEST TOWN PLACE, SUITE 114, WORLD GOLF VILLAGE, ST. AUGUSTINE, FLORIDA 32092, (904)940-5850, JOLIVER@GMSNF.COM.**

26. **Ownership of Books and Records.** The Parties agree and acknowledge that any and all agreements, notes, or other documents relating to the management of the Amenities are

the property of the District. Amenity Manager shall promptly upon request furnish District with all documents and records relating to the management of the Amenities.

27. **Audits.** In connection with the annual audit of the District's financial affairs, the Amenity Manager shall cooperate in good faith to provide access to all books and records of the Amenity Manager relating to the provision of the Services and necessary to the audit for review by the District's internal or independent auditors. In addition thereto, the Amenity Manager shall provide access to such books and records to a District representative at any time, and such records shall be made available to the District's offices in Florida.

28. **Sovereign Immunity.** Nothing herein shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

29. **Compliance with Laws.** Amenity Manager shall perform its duties and obligations in a diligent, careful and professional manner and shall take all action to comply in all material respects with applicable laws, ordinances, rules, regulations, permits, licenses, certifications, consents, approvals, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices, or any other body exercising functions similar to those of any of the foregoing which may be applicable to the Amenities (including but not limited to, e.g., the American's with Disabilities Act). Without limiting the generality of the foregoing, Amenity Manager shall not operate and manage the Amenities in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenities, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly instructed the Amenity Manager to do so in writing. Unless the District has expressly instructed the Amenity Manager otherwise, the Amenity Manager shall promptly notify the District in writing of any and all orders or requirements affecting the Amenities placed thereon by any governmental authority having jurisdiction within twenty four (24) hours of obtaining actual notice thereof, and shall take such action as necessary to comply promptly with any and all such orders or regulations. The Amenity Manager shall also prepare for execution and filing by the Board any forms or reports which may be required by law in connection with the ownership, maintenance and operation of the Amenities.

30. **Adherence to District Rules and Policies.** The Amenity Manager and its personnel shall be familiar with, and comply with, all District rules and policies, and further shall ensure that all persons using the Amenities are informed with respect to the rules and policies and ensure that said persons conform therewith. The Amenity Manager has the authority to have patrons, guests, and others who are failing to comply with District rules and policies removed from the Amenities only to the extent such authorization is set forth in the District's rules and policies and only to the extent the Amenity Manager acts in a manner consistent with the District's rules and policies. Such incidents shall be reported promptly to the District.

31. **Independent Contractor.** In all matters relating to this Agreement, the Amenity Manager shall be acting as an independent contractor. Neither the Amenity Manager nor any individual employed or used by the Amenity Manager in connection with the provision of the Services are employees of the District under the meaning or application of any federal or state laws. The Amenity Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to its employees in the performance of this Agreement. The Amenity Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, and the Amenity Manager shall have no authority to represent as agent, employee, or in any other capacity, the District unless otherwise set forth differently in this Agreement.

32. **No Joint Venture.** The Amenity Manager shall not be deemed to be a partner, or joint venturer, with the District.

33. **Employment Verification.** The Amenity Manager agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, as may be amended, of all persons it employs in the performance of this Agreement.

34. **Controlling Law and Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue shall be in St. Johns County, Florida.

35. **Attorney's Fees and Costs.** In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs.

36. **Entire Agreement.** This instrument, together with the documents that are required to be created under this instrument, shall constitute the final and complete expression of this Agreement among the Parties relating to the subject matter of this Agreement.

37. **Arm's Length Negotiation.** This Agreement has been negotiated fully among the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language and any doubtful language will not be interpreted nor construed against any party.

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

39. **Assignment.** No party may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other party. Any attempted assignment without first obtaining the other party's written consent shall be void.

40. **Subcontractors.** The District understands that the Amenity Manager may subcontract with contractors (“**Subcontractors**”) from time to time and in connection with provision of the Services hereunder. Notwithstanding anything to the contrary herein, the Amenity Manager shall be responsible for all acts or omissions of any Subcontractor retained by the Amenity Manager pursuant to the terms of the Agreement, to the same extent as the Amenity Manager is responsible for its own acts or omissions. In the event that the Amenity Manager desires to subcontract for community programming activities, the Amenity Manager shall ensure that a contract, in the form attached hereto as **Attachment D**, is executed and in force between the Amenity Manager and any Subcontractor. Further, the District reserves the right to require the Amenity Manager to replace any Subcontractor for cause, provided however that the District first provides the Amenity Manager with a reasonable opportunity to cure (not to exceed 30 days).

41. **Successors.** Except as otherwise provided herein, all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

42. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or any 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 nor shall be construed to confer upon any person or legal entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

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

44. **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.

45. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

46. **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.

## **XI. NOTICES**

47. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the Parties, at the addresses first written above. 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 any of the Parties may deliver Notice on behalf of the party counsel represents. Any party or other person to whom Notices are to be sent or copied may notify the other party 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 party and addressees set forth herein.

**[CONTINUED ON NEXT PAGE]**



**IN WITNESS WHEREOF**, the Parties execute this Agreement to be effective as of the date first written above.

Attest:

**MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Print Name of Witness

**RIVERSIDE MANAGEMENT SERVICES,  
INC.**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name of Witness

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

**Attachment A:**

Scope of Services

**Attachment B:**

Compensation & Reimbursement

**Attachment C:**

Agreement Regarding Revenue Collection & Petty Cash

**Attachment D:**

Subcontractor Form for Program Providers

**Attachment E:**

Sketch of Amenities

**Attachment F:**

Insurance Certificate

## **ATTACHMENT A – SCOPE OF SERVICES**

The Amenity Manager shall perform all normal duties associated with managing and maintaining community amenities in order to ensure the smooth operation of the Amenities and to help promote the safe enjoyment of the Amenities, including but not limited to overseeing direct service vendors, interacting with residents, prospective residents and their guests, social event execution, and promoting the District and its activities. The exact duties performed by the Amenity Manager shall be those duties mutually agreeable to the District and the Amenity Manager, and as set forth below.

### **A. GENERAL SERVICES**

- The Services include provision of a full-time (40 hours per week) Lifestyle Director who will be responsible for the oversight of all of the Services involved.
- The Lifestyle Director's primary area of responsibility will be management of the Amenities, to include the planning and execution of social events, programming of patron activities and amenity rentals.
- At the District's request, the Lifestyle Director may be assisted by an Assistant Manager, who will serve part-time (20 hours per week), to ensure additional coverage of the Amenities.

#### ***Board Liaison***

- The Lifestyle Director will serve as the liaison for the Board and will attend all District meetings.
- The Lifestyle Director will prepare a monthly Manager's Report detailing all activity such as all social events, clubs, upcoming events, resident concerns, information regarding completed and planned maintenance projects, etc.
- The Amenity Manager shall provide recommendations for the Amenities' annual budget, marketing social events, promoting community clubs, etc.
- The Amenity Manager shall provide recommendations for the operation and maintenance of the Amenities.
- The Amenity Manager shall provide, at no cost to the District, company uniforms to all personnel providing Services hereunder.

#### ***Communication / Marketing***

- The Amenity Manager shall respond to all resident questions and concerns regarding the District in a timely and professional manner.
- The Amenity Manager shall maintain a professional relationship with all patrons, welcoming and educating new patrons, issuing access cards, updating patron information, supervising staff members, and monitoring facility usage and rentals.
- The Amenity Manager shall develop and implement a promotional plan to increase and maintain usage levels of the Amenities.
- The Amenity Manager shall:
  - i. maintain up-to-date information on the "Community Bulletin Board" in the Amenities clubhouse and on the community website;
  - ii. highlight upcoming activities on the entrance marquee;

- iii. coordinate with the District's website provider for website updates and to maintain an online community social event calendar;
- iv. publish a quarterly activities calendar and newsletter, which shall be posted on the bulletin board, posted on the community website, distributed via e-mail, and made available in hard copy at the Amenities clubhouse;
- v. respond to patron telephone and e-mail messages within one business day of receipt;
- vi. issue community e-blasts where appropriate to promote District activities; and
- vii. take such other actions as are reasonably necessary to promote the District and its Amenities activities.

## **B. AMENITY PROGRAMMING; RENTALS**

With respect to the operations of the Amenities, the Amenity Manager shall:

- Coordinate, organize, and promote year-round community based activities including the appropriate mix of social, recreational, and educational programming;
  - Input from the Board and residents will be sought regarding the selections of activities, clubs, etc.
  - Youth activities may include, but are not limited to summer camp, teen scene and numerous sports leagues.
  - Adult activities may include but are not limited to trivia, group fitness classes, aqua aerobics, themed dinners, and more.
  - The Amenity Manager may also help facilitate the use of the Amenities by clubs such as fitness clubs, book clubs, coffee clubs, etc.
- Manage, hire, and train personable, articulate, well-groomed and highly motivated individuals as needed for select events and throughout the year, consistent with the O&M Budget. Any such training shall include a review of the District's rules and policies, Emergency Action Plan, CPR, First Aid, AED device, facility safety, crisis plan and customer service procedures;
- Achieve all objectives above within the financial parameters provided and approved by the District, and as set forth in the O&M Budget; and
- Administer the rental of Amenities for private parties, social events and clubs, pursuant to the District's rules and policies.

## **C. AMENITY OPERATIONS**

With respect to the operations of the Amenities, the Amenity Manager shall:

- Manage the Amenities clubhouse to a standard that provides a "fresh experience" visit after visit any and every day of the week;
- Provide seamless day-to-day amenity operation creating a comfortable and safe environment;

- Greet patrons as they enter the Amenities clubhouse;
- Ensure that the Amenities are accessed and used only by those allowed to do so under the District's rules and policies, and further ensure that all individuals accessing the Amenities have executed appropriate releases and other documentation, as may be required by the District from time to time;
- Ensure that Patrons are using the Amenities consistent with the District's rules and policies, and shall enforce such rules and policies to the extent provided by the District's rules and policies;
- Monitor and report on the daily use and condition of the Amenities;
- Submit monthly written reports to the District summarizing operations, programming, and participation levels, and describing any other areas or items of interest pertinent to the Amenities;
- In coordination with cleaning service contractor, provide light cleaning of the Amenities, which shall include, but not be limited to, dusting, furniture positioning, kitchen cleanup, refreshing restroom supplies, etc.;
- Inspect the Amenities at the beginning of each day, which inspection shall include, but not be limited to, picking up loose trash, inspecting for property damage, arranging furniture, ensuring that door locks and/or gate latches are secure and functional, ensuring that any equipment is clean, functional, and free from safety hazards, and reviewing the security recording for the period since the director was last on site;
- On a daily basis, and when the Amenity Manager's employees have completed their shifts, inspect the Amenities to ensure that all doors and windows at the clubhouse are secure, and the card access system is engaged, and ensure that the gate latches are secure at the pool and other facilities;
- Promptly investigate and provide a written report as to all accidents or claims for damage relating to the Amenities, including any damage or destruction of the property, and cooperate with and make any and all reports required by any insurance company or the District in connection therewith, provided however that the Amenity Manager shall not file any claims with the District's insurance company without the prior consent of the District;
- On a weekly basis, walk the Amenities paths/trails to inspect for litter, property damage, foliage overgrowth or other items of concern;
- In the event of forecasted inclement weather, secure outdoor furniture to help prevent loss of damage;
- Respond to any necessary repairs and recommend to the District when repairs are needed;
- Maintain an inventory of, and order and stock when necessary, supplies and equipment for the operation of the Amenities;
- Recommend and implement a maintenance and replacement program for fitness equipment;
- Identify and report on trends in the use of the recreation field;
- Inspect the Amenities periodically in order to make recommendations to improve safety and minimize potential hazards in order to prevent accidents from occurring;

- Recommend and implement (where applicable) on an ongoing basis, capital equipment replacements, additions and operational improvements;
- Recommend, and prepare if requested, up-to-date rules and policies for the Amenities, and make suggestions for new or revised rules for the Amenities when appropriate;
- Develop and implement, in consultation with, and to the satisfaction of, the District, an emergency action plan setting forth a policy for the Amenities designed to protect staff and authorized patrons from serious injury, property loss, or loss of life, in the event of an actual or potential major disaster;
- Oversee contracted services for the cleaning of the Amenities including the interior, rest rooms, fitness center, and facility exterior;
- Ensure that the District's landscaping and hardscaping located at the Amenities are properly maintained and in good condition, including but not limited to by overseeing contracted services for the maintenance of the District's landscaping and hardscaping located at the Amenities;
- Oversee maintenance and operation of the security systems and structures installed at the Amenities and at the main entry gate (even though otherwise the Amenities are limited to just the Amenities site identified herein), and respond to calls and other items from the security provider;
- Coordinate with the District's Manager (and Operations Manager if applicable) to ensure all District contracts such as pool maintenance, landscape, janitorial, security, pest control, etc. are in compliance with contract specifications;
- Resolve any issues requiring attention on behalf of authorized patrons; and
- Conduct other related tasks as directed by the District.

#### **D. JANITORIAL AND MAINTENANCE SERVICES**

In addition to the services set forth above, the District may further authorize in writing and on an hourly basis (at \$35 per hour), additional janitorial and/or maintenance services to include:

- Light inspections and replacements
- Property inspections and trash removal
- Inspect and remove debris from lakes and outfall structures
- Inspect and clean pet receptacles
- Wildlife relocation program
- Paint facilities
- Refurbish spray ground & playground equipment
- Fence repairs
- Grinding of sidewalks (trip hazards)
- Fitness equipment preventive maintenance

#### **E. EMERGENCY SERVICES**

The Amenity Manager shall supply at the request of the District Manager emergency

maintenance or management services to address emergencies or unscheduled visits (i.e., vandalism, Acts of God, unsafe conditions, etc.) outside of regular business hours at a cost of \$35 per hour.

## **F. SWIM AMENITIES OVERSIGHT**

Upon written request of the District, the Amenity Manager shall oversee the management of the Swim Amenities, including such tasks as checking in and monitoring patrons, responding to first aid situations, enforcement of the District's policies and procedures, performing light pool area cleaning, managing pool staff, handling phone calls and other similar duties. The Amenity Manager shall be responsible for the supervision and safety of the patrons of the Swim Amenities.

The Amenity Manager shall employ such full and part time personnel for Swim Amenities to: (i) deliver the Services associated with the Swim Amenities at a level consistent with the District's annual O&M Budget, and (ii) ensure that the District's operation and maintenance of the Swim Amenities are in compliance with all requirements of applicable law, including but not limited to Florida's Public Pool Code, Chapter 64E of the *Florida Administrative Code*, the District's pool operating permit (including any related capacity limits set forth therein), and any County-approved safety plan(s).

**Lifeguards.** Upon written request of the District, the Amenity Manager shall hire, train and be responsible for providing one or more lifeguards at a cost of \$16 per lifeguard per hour ("Lifeguards") for the Amenities, as called for in the District's annual O&M Budget. All Lifeguards shall be employees of the Amenity Manager, and the Amenity Manager shall be responsible for all acts or omissions of such Lifeguards. Further, all Lifeguards shall be American Red Cross certified in Lifeguarding, Water Park Lifeguarding, CPR, First Aid and AED for Adults, Infants and Children, and shall be at least 16 years of age and perform standard duties associated with an aquatic facility. The District will only be invoiced for actual hours of service. Documentation of all certifications and training for Lifeguards shall be on file at the Amenities and available upon request.

- The Lifeguards will be "Rescue Ready" at all times and report unsafe conditions.
- The Lifeguards shall enforce all District rules and policies in consultation with the Lifestyle Director, and additionally shall ensure that the pool capacity requirements are not exceeded.
- The Lifeguards shall complete daily pool logs, equipment checklist and necessary forms that correspond with daily activities and incidents.
- The Lifeguards shall complete required in-service training to review EAP, CPR, First Aid, AED and all rescue procedures.
- The Lifeguards shall straighten pool deck furniture, wipe tables, removing debris from pool deck area and walkways, replacing trashcan liners (as time permits) and maintaining restroom cleanliness and supplies, are all secondary responsibilities.
- The Lifeguards shall supervise and staff the water slide, during its operating hours.

- Lifeguards shall be visited frequently by the Amenity Manager. Other secondary responsibilities of Lifeguards include but are not limited to:
  - o Cleaning pool tiles as time permits
  - o Inspecting and maintaining First Aid supplies
  - o Inspecting the slide and slide structure before opening pool
  - o Testing pH and chlorine levels to maintain Health Department Requirements (Twice daily)
  - o Skimming pool

The number and schedule for the Lifeguards shall be as determined annually in connection with the District's adoption of the O&M Budget. Amenity Manager shall make recommendations in connection with staffing of the Swim Amenities.

#### **G. POOL MAINTENANCE**

Upon written request by the District, the Amenity Manager may provide pool maintenance services, including the following:

- o Service 3 days per week (Summer Months)
- o Service 2 days per week (Winter Months)
- o Pool vacuuming and Skimming
- o Brushing tiles
- o Pool and equipment inspections
- o Cleaning of filters
- o Chemical balance (Chlorine, PH, Alkalinity, Sequestriant)
- o Blow off pool deck
- o Chemicals provided by client
- o Emergency call out services to be invoiced separately

In providing such Services, the Amenity Manager shall ensure that the District's operation and maintenance of the Swim Amenities are in compliance with all requirements of applicable law, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s).

#### **H. CANOE LAUNCH**

Upon written request of the District, the Amenity Manager may also provide an attendant to oversee and operate the District's canoe launch, with such Services to be specified by separate change order to this Agreement.

## ATTACHMENT B – COMPENSATION

For the Services described in the Agreement, the Amenity Manager shall receive compensation as set forth below:

### I. INVOICE

The Amenity Manager shall invoice monthly for its Services, and the District shall pay such invoices within thirty days of receipt and in a manner consistent with Florida's Prompt Payment Act, Sections 218.70 through 218.80 of the *Florida Statutes*.

### II. BASE FEE

In consideration for the Services, the District shall pay the Amenity Manager the following amounts on a monthly basis:

<b><i>Currently Contracted Services</i></b>	<b><i>Monthly Amount</i></b>
Lifestyle Director – ( <i>F/T Salaried Position</i> ) (Items A, B and C in the Scope of Services)	\$5,000.00
<b><i>Additional Services*</i></b>	<b><i>Monthly Amount</i></b>
Assistant/Weekend Manager – ( <i>P/T Hourly Position</i> )	\$2,166.67
Janitorial Services (Item D in the Scope of Services)	\$35 per hour
Lifeguards/Pool Attendants (Item F in the Scope of Services) <ul style="list-style-type: none"><li>• Specific schedule to be set by District</li><li>• Anticipate 4 guards working from St. Johns County Spring Break through September, including all holidays</li></ul>	\$16 per hour
Pool Services (Item G in the Scope of Services)	Upon request
Canoe Launch Attendants <ul style="list-style-type: none"><li>• Specific schedule to be set by District</li><li>• Anticipate 1 attendant working 8 hours per day, 7 days a week, from March through September, including all holidays</li></ul>	\$16 per hour
Operations Manager	Upon request
Special Event Staffing	\$25 per hour

\*All additional services are not part of the current contract but may be added at the direction of the District and by separate written amendment to this Agreement.

All pricing above includes social security and Medicare taxes, federal and state unemployment tax, worker's compensation insurance, paid vacation, paid sick leave, employee prescreening (drug and background check), payroll processing, administrative costs and health insurance single standard for full-time employees.



## ATTACHMENT C

### AGREEMENT REGARDING REVENUE COLLECTION & PETTY CASH

As the “**Lifestyle Director**” for the Meadow View at Twin Creeks Community Development District (“**District**”), and pursuant to the Amenities Management Agreement (“**Agreement**”) between the District and Riverside Management Services, Inc. (“**Amenity Manager**”) dated \_\_\_\_\_, 2018, I, \_\_\_\_\_, understand that I am authorized to collect amenities revenue on behalf of the District, and to use the Petty Cash Account and/or Petty Cash Credit Card, as defined in the Agreement, to make purchases as set forth in the Agreement. In this respect, I will adhere to the following:

- **Compliance with Agreement, Rules & Policies.** I agree to abide by all of the terms of the Agreement, and the District’s rules and policies, all as may be amended from time to time. I further agree to abide by the policies of the bank where the Petty Cash Account is held and/or from which the Petty Cash Credit Card is issued. I understand all such terms, rules, and policies.
- **Collection of Revenues.** I understand that I may collect checks and/or cash for amenities revenues on behalf of the District and in the course of my duties as Lifestyle Director. I agree to keep an accounting of all such checks and/or cash and to promptly remit such monies to the Amenity Manager. I shall not deposit any such monies in the Petty Cash Account.
- **Authorized Expenditures Only.** I agree to use the Petty Cash Credit Card and/or Petty Cash Account for approved District expenditures only, as set forth in the Agreement, and not personal expenses. I further agree not to use the Petty Cash Credit Card to obtain cash advances of any kind, whether from banks, credit unions, automatic tellers, or other means. I understand that, in all cases of misuse, the District reserves the right to recover any monies and other damages from me.
- **Security.** I agree to maintain the security of any checks and/or cash received by me on behalf of the District. I further agree to maintain the security of the Petty Cash Account and/or Petty Cash Credit Card at all times in order to prevent the account and/or credit card from being used for fraudulent or corrupt purposes, and to account for all expenditures with appropriate receipts.
- **Accounting.**
  - I understand that the Petty Cash Account and/or Petty Cash Credit Card will be funded only up to One Thousand Dollars at any given time, and that, for the account to be replenished, I must submit appropriate receipts to the District pursuant to the terms of the Agreement.
  - I understand that unaccounted for monies received by me, or unaccounted for or unapproved expenditures, are my responsibility, and that I may be liable for them at the discretion of the District.
  - In the event of lost monies, lost receipts, or loss of the Petty Cash Credit Card, I will notify the District immediately.
  - I agree that any cash shortage will be my responsibility and I will pay back that amount immediately.
- **Termination of Employment.** Upon termination of my position as Lifestyle Director, I agree to submit all cash and receipts, and the Petty Cash Credit Card, within 24 hours of my last day of work.

Lifestyle Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT D

### SUBCONTRACT AGREEMENT FOR PROGRAM SERVICES

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between:

**Riverside Management Services, Inc.**, a Florida corporation, whose address is 9655 Florida Mining Blvd. West, Suite 305, Jacksonville, Florida 32257 (“**Amenity Manager**”); and

\_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (“**Contractor**”).

### RECITALS

**WHEREAS**, under contract with the Meadow View at Twin Creeks Community Development District (“**District**”), the Amenity Manager operates a community amenity center for the benefit of the community and the public; and

**WHEREAS**, the Amenity Manager desires to enter into a subcontract agreement with Contractor whereby Contractor will provide the following lessons, activities or programs (“**Services**”): \_\_\_\_\_; and

**WHEREAS**, Contractor represents that Contractor is qualified to provide the Services and desires to enter into an agreement with the Amenity Manager to do so in accordance with the terms and specifications in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Amenity Manager and Contractor hereby agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. **Duties.** The scope of Services, and schedule for the Services, are as set forth in **Exhibit A**. Contractor shall:

- a. Coordinate Services directly with Amenity Manager’s representative, or his or her designee;
- b. Ensure that only District patrons and guests, within the meaning of the District rules and policies, as amended from time to time, participate in the lessons, activities or programs offered as part of the Services;
- c. Shall abide by the District rules and policies, as amended from time to time, and shall notify the Amenity Manager in the event that any patron, guest or other person fails to abide by the District rules and policies;
- d. Maintain the area where the Services are provided during Contractor’s use of the amenities, including, but not limited to, ensuring cleanliness and debris-free condition;

- e. Be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are performed; and
- f. Maintain all necessary licenses, permits and other authority to provide such Services.

The Contractor agrees that it has obtained, read and understood the District's rules and policies, as amended from time to time. Among other provisions, the Contractor recognizes that all persons participating in lessons, activities or programs offered by the Contractor must be District residents, individuals who have paid the District's annual user fees, or guests of the foregoing.

3. **Care of Property.** Contractor agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in its lessons, activities or programs to do the same. The Contractor agrees that it shall assume responsibility for any and all damage to the District's facility or lands as a result of Contractor's use under this Agreement which may be attributable to events other than ordinary wear and tear. In the event that any damage to the District's facility or lands occurs, the Contractor shall promptly notify the Amenity Manager. The Contractor agrees that the Amenity Manager may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Contractor agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the Amenity Manager and/or District reflecting the cost of the repairs made under this section.

4. **Use of Amenities.** Contractor understands and agrees that, at the Amenity Manager's option, the Contractor may not have exclusive use of the amenity area where the lesson, activity or program is being provided by the Contractor, and instead may have access to only an area designated by the Amenity Manager. Contractor shall be responsible for ensuring that its lesson, activity or program sizes do not exceed the capacity of the amenities, and shall timely provide class size information to the Amenity Manager to assist with this determination. Further, the District, through the Amenity Manager, reserves the right to cancel any lesson, activity or program with no or limited notice to Contractor and for any or no reason.

5. **Professional Judgment.** Contractor represents that it is qualified to provide the Services and has all applicable licenses, certifications and other regulatory approvals or qualifications, consistent with industry standards. For those offering swim instruction, Contractor further represents that Contractor has the certification(s) as provided in Section 514.071, *Florida Statutes*, and other applicable law. Contractor shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in providing the Services, including taking precautions for the safety of the attendees and others at the amenities. All minors participating in any lessons, activities or programs shall only be with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any participant or other person while using District facilities. All such participants shall execute the District's form waiver agreement, and the Contractor shall be responsible for ensuring that participants have executed the form.

6. **Compensation.** The compensation for the Services is as set forth in **Exhibit A**. Collection of the fees for the Services is as described in **Exhibit A**. Contractor agrees to keep accurate records of the Services it provides, including the number of attendees, as well as any fees collected (if any), and the Amenity Manager and/or District may audit such records at any time.

7. **Term.** Unless terminated pursuant to the terms of this Agreement, this Agreement shall commence upon the date first written above, shall continue through September 30, 20\_\_, and shall automatically renew for one year periods ending September 30 of each year.

8. **Insurance.** Contractor agrees to obtain insurance acceptable to the District and Amenity Manager and in the amounts set forth in **Exhibit B**. The District, and its Supervisors, Staff (including District Manager, District Counsel, Amenity Manager, etc.), contractors, agents, and representatives shall be named as additional insureds on certain of the policies, as shown on **Exhibit B**. The Contractor shall furnish the Amenity Manager and District with the Certificate of Insurance (and any endorsements) evidencing compliance with the insurance requirements set forth herein. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Amenity Manager. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

9. **Indemnification.** Contractor agrees to defend, indemnify, and hold harmless the District and its Supervisors, Staff (including District Manager, District Counsel, etc.), Amenity Manager, contractors, agents, and 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 employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the parties shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this section shall survive the termination or expiration of this Agreement.

10. **Independent Contractor.** The Contractor shall serve as an independent contractor of the Amenity Manager.

11. **Taxes.** The Contractor is responsible for paying income tax and self-employment tax, and the Amenity Manager will not withhold taxes from any compensation paid hereunder. Amenity Manager and District shall not be obligated to pay, and shall be immediately reimbursed by Contractor if Amenity Manager or District does pay, any taxes, including penalties or interest charges, levied or assessed by reason of any failure of Contractor to comply with the Agreement, applicable laws or governmental regulations, and Contractor's defense, indemnification and hold harmless obligations set forth in paragraph 9 above extend to, among other things (and without intending to limit paragraph 9 in any way), the payment of any and all such taxes, penalties and interest.

12. **Sovereign Immunity.** Contractor further agrees that nothing in the agreement between the parties 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 or law.

13. **Enforcement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

14. **Third Party Rights.** The District shall have third party rights to enforce the provisions of this Agreement.

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

16. **Controlling Law.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

17. **Assignment.** Neither the Amenity Manager nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

18. **Merger.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

19. **Public Records.** All records relating to this Agreement may be public records, and the Contractor agrees to comply with Florida law governing public records, including by responding to requests from the District and/or Amenity Manager for such records.

20. **Notices.** All notices, requests, consents and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, at the addresses first set forth above, with a copy to the District’s Manager. 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 each of the parties may deliver Notice on behalf of the party counsel represents. Any party or other person to whom Notices are to be sent or copied may notify the other party 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 party and addressees set forth herein.

21. **Termination.** This Agreement may be terminated immediately by the Amenity Manager for cause, or upon 30 days written notice by either party for any or no reason. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the Amenity Manager, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.

[CONTINUED ON NEXT PAGE]

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

RIVERSIDE MANAGEMENT SERVICES,  
INC.

Richard M. Whetsel

[Print Name of Witness]

By:

Richard M. Whetsel  
President

Danielle Simpson

[Print Name of Witness]

By:

Danielle Simpson

ACKNOWLEDGED BY:  
MEADOW VIEW AT TWIN CREEKS COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Its: District Manager

Exhibit A: Scope, Schedule & Compensation  
Exhibit B: Insurance Certificate (with Endorsements)

**Exhibit A**  
**Scope, Schedule & Compensation**

***Services & Compensation.*** The Contractor shall provide the following type of Services, with the compensation as follows:

	<b>Lesson, Activity or Program</b>	<b>Permitted Fee to Patrons</b>	<b>Contractor Compensation</b>
	Fitness Class (_____)		
	Yoga		
	Tennis Lesson		
	Swimming Lesson		
	_____		
	_____		

***Collection of Fees.*** Collection of fees from patrons shall be done as follows:  
\_\_\_\_\_ Contractor shall directly collect any and all fees from Patrons, and remit any amounts above Contractor's compensation to the Amenity Manager; OR  
\_\_\_\_\_ Patrons shall make payment directly to the Amenity Manager or through a third party service (e.g., Pay Pal).

***Schedule.*** The Contractor shall provide the Services on \_\_\_\_ an as needed basis at the request of the Amenity Manager OR \_\_\_\_ on the following schedule:

---

---

---

---

---

---

Agreed to by Contractor: \_\_\_\_\_ (Initials)  
Agreed to by Amenity Manager: \_\_\_\_\_ (Initials)  
Date: \_\_\_\_\_

**Exhibit B**  
**Insurance Certificate (with Endorsements)**

Amounts:

___ General Liability	\$ _____
___ Professional Liability	\$ _____
___ Other	\$ _____
___ Other	\$ _____

The Meadow View at Twin Creeks Community Development District, and its Supervisors, Staff (including District Manager, District Counsel, Amenity Manager, etc.), contractors, agents, and representatives shall be named as additional insureds on the General Liability policy and \_\_\_\_\_ polic(ies) identified above.

[NOTE TO AMENITY MANAGER: ATTACH INSURANCE CERTIFICATE AND ENDORSEMENTS]



## **ATTACHMENT E**

## **ATTACHMENT F**

*EIGHTH ORDER OF BUSINESS*

*A.*

# Quote

1400 Village Square Blvd #3-293  
Tallahassee, FL 32312  
(850) 523-8882  
admin@wearefitnesspro.com  
http://www.wearefitnesspro.com



1400 Village Square #3-293  
Tallahassee, FL 32312  
850-523-8882

Ernesto Torres  
Meadow Creek - Beacon Lake  
Jacksonville, Florida

Ernesto Torres  
Meadow Creek - Beacon Lake  
Jacksonville, Florida

5744

07/06/2018

Please detach top portion and return with your payment.

## SALES REP

YG

<b>True CS400T</b> True CS400T Treadmill w/Emerge Display	3	3,399.00	10,197.00T
<b>TRUE CS 400R</b> True CS400R Recumbent Bike w/Emerge Display	1	1,780.00	1,780.00T
<b>TRUE CS400E</b> True CS400E Elliptical w/Emerge Display	2	2,885.00	5,770.00T
<b>TRUE CS400U</b> True CS400U Upright Bike w/Emerge Display	1	1,495.00	1,495.00T
<b>True TL1000</b> True Traverse Lateral Trainer	1	2,795.00	2,795.00T
<b>True SM1000</b> True Functional Trainer weight stack Standard - 350 (2 x 175) lbs 158 (2 x 79) kg	1	2,250.00	2,250.00T
<b>PARA FS30</b> Paramount FS30 Smith Machine	1	1,799.00	1,799.00T
<b>PARA FS 50</b> PARAMOUNT Fitness Line Seated Leg Extension/Curl	1	1,825.00	1,825.00T
<b>PARA FS 51</b> Paramount Fitness Line Leg Press/Calf	1	1,925.00	1,925.00T
<b>PARA FS 53</b> Paramount Fitness Line Lat/Low Row	1	1,799.00	1,799.00T
<b>PARA FS 54</b> PARAMOUNT Fitness Line Multi Press	1	1,875.00	1,875.00T
<b>PARA FS 55</b> PARAMOUNT FITNESS LINE DUAL PEC/REAR DELT	1	1,805.00	1,805.00T
<b>PARA FS 56</b> PARAMOUNT Fitness Line Bicep/Tricep	1	1,799.00	1,799.00T
<b>Prism Self Guided Deluxe Pack</b> Includes the following product: (2) Exercise Mats, (2) Rollers (1) 4lb, (2) 6lb, (2) 8lb, and (1) 10lb Medicine Balls (1) 55cm, (1) 65cm, and (1) 75cm Stability Balls (1) 20lb, 30lb, 50lb, 70lb, and 90lb Resistance Cables (5 pairs) Quick Switch Flex Handles, (1) Convenient Storage Display	1	1,249.00	1,249.00T
<b>True FS-24</b> 3-Tier Tray Dumbbell Rack	1	475.00	475.00T

<b>BS SDR</b> Rubber Hex Dumbbell 5-50lb Pairs	1	770.00	770.00T
<b>NOTE</b> Body Solid Endurance Spin Bikes \$995.00 each	1	0.00	0.00T
<b>FREIGHT/DELIVERY/INSTALLATION</b>	1	3,678.00	3,678.00T

All quotes valid for 30 days. Additional delivery fees may apply - check with your sales rep for details.	SUBTOTAL	43,286.00
	TAX (7.5%)	3,246.45
	TOTAL	<b>\$46,532.45</b>

Accepted By

Accepted Date

*B.*



#### APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.





#### APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.



#### APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.



#### APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.

*C.*

\*\*\*You will noticed that I have 4 difference quotes in the link. There are a few options that I priced out that will help drive down the price. See bullet points below.

- Quote 1 - Has everything we discussed in our last meeting
  - Top of the line Elevation Discover SE3 Cardio (see link)
  - <https://lifefitness.com/facility/products/elevation-series/treadmill>
    - Priced with Set Top Box Upgrades (we will discuss).
  - Custom Hammer Strength Urethane Dumbbells (10-12 Week Lead time)
  - 3 IC4 ICG Spin Bikes (these are middle tier bikes - they have IC2-IC8)
  - Added in the Life Fitness Studio Collection Fully Loaded Racks (Accessory Pieces in Aerobics Room)
  - **FREE TAG ACCESSORIES!!! FREE TAG ACCESSORIES!!!**
  - Updated Shipping - Now includes accessories and correct amount of machines (didn't go up much- still priced at our cost)
- Quote 2 - Same as above with ONE change
  - Switched out the Hammer Strength Dumbbells with TAG Ultra-Urethane Dumbbells
    - Cuts the cost of your dumbbells and plates in half
      - Most other customers elect to go with TAG as a cost saving alternitave
      - Our most popular selling dumbbells and plates!
    - Still gives you the custom logo that you're looking for (12 week lead time)
- Quote 3 - Same as Quote 2 but with TWO changes
  - Switched out the Life Fitness Studio Collection Pieces for Power Systems Studio Sets
    - Again much less expensive and will get the job done
    - Most other customers elect to go with Power Systems to save money
  - Switched out the Life Fitness Powermills with Stairmaster 8 Series Stepmills
    - Saves you \$4,200 on 2 machines
    - Again, this is our most popular Stair Climber and saves you money!
- Quote 4 - Same as Quote 3 but with ONE change
  - Instead of the Elevation Series Base with can go with the Life Fitness Integrity Series D Base (Only difference is the base -seelink)
    - <https://lifefitness.com/facility/products/integrity-series/treadmill>
    - Another Cost Savings
    - Same great features PLUS 1080p HD Viewing
      - EMBEDDED TOUCH SCREEN
      - INTERNET BROWSING
      - APPS- NETFLIX, HULU, ESPN and many more.
      - VIRTUAL LIFESCAPE COURSES & RUNSOCIAL
      - CUSTOM SCREENS
      - CUSTOM MARKETING
      - Asset Management Tools

Please take a look and let me know what you think!

I think that Quote 4 would be a great option to consider. We are not taking away any of the awesome features that we have been discussing on the Life Fitness cardio machines. In fact, we are taking a step up by having HD on the machines! With this option we are simply exchanging a few of the accessory items to bring down the overall cost. That overall cost savings being over \$21k!!

# FACILITY PROPOSAL

prepared for

**ERNESTO TORRES**

for

**BEACON LAKE AMENITY CENTER**



superior equipment for optimal fitness



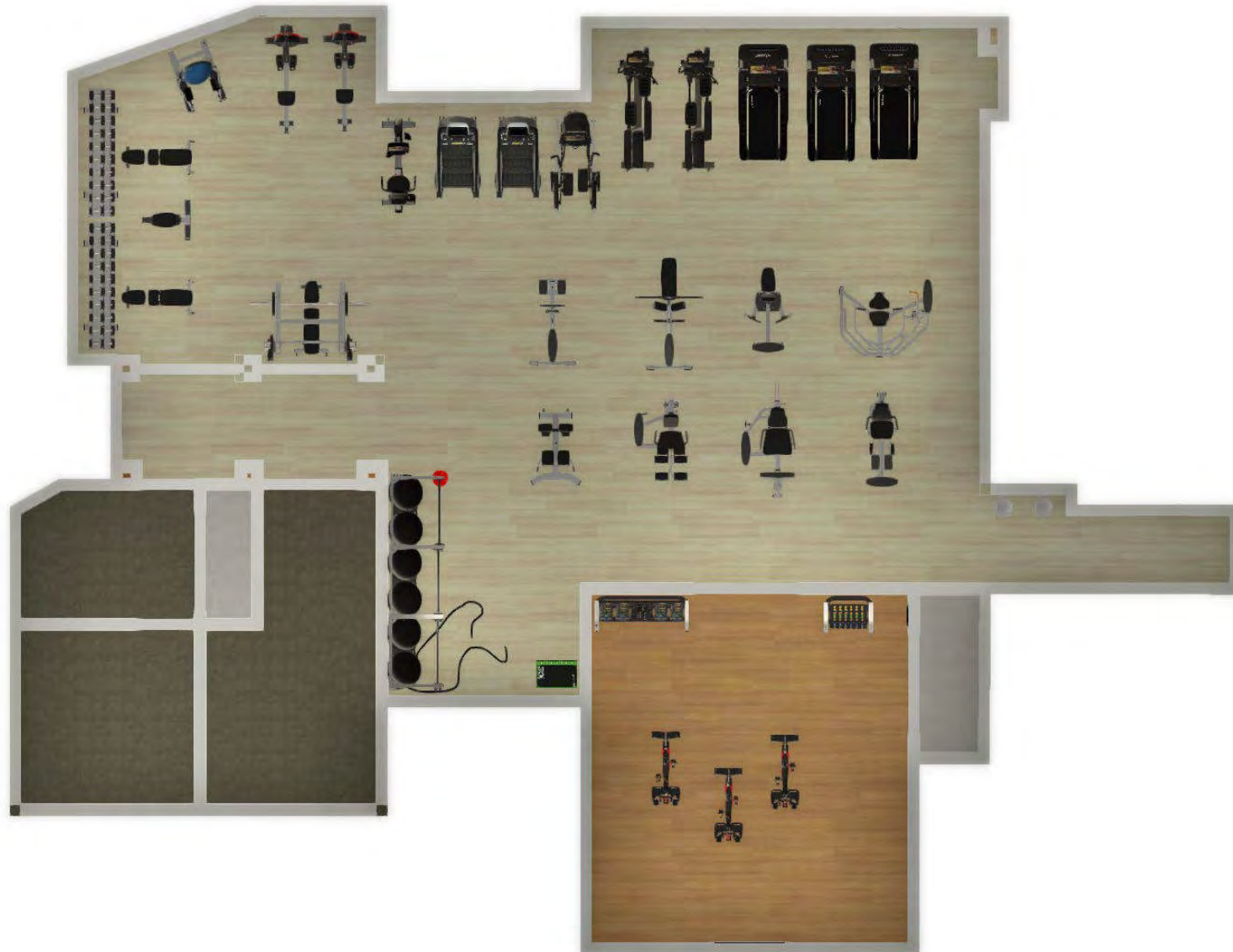
**SOFITCO**  
FITNESS OUTFITTERS



CORE HEALTH & FITNESS

[www.so-fitco.com](http://www.so-fitco.com) | [info@so-fitco.com](mailto:info@so-fitco.com) | 850.660.1447





#### APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.



#### APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.





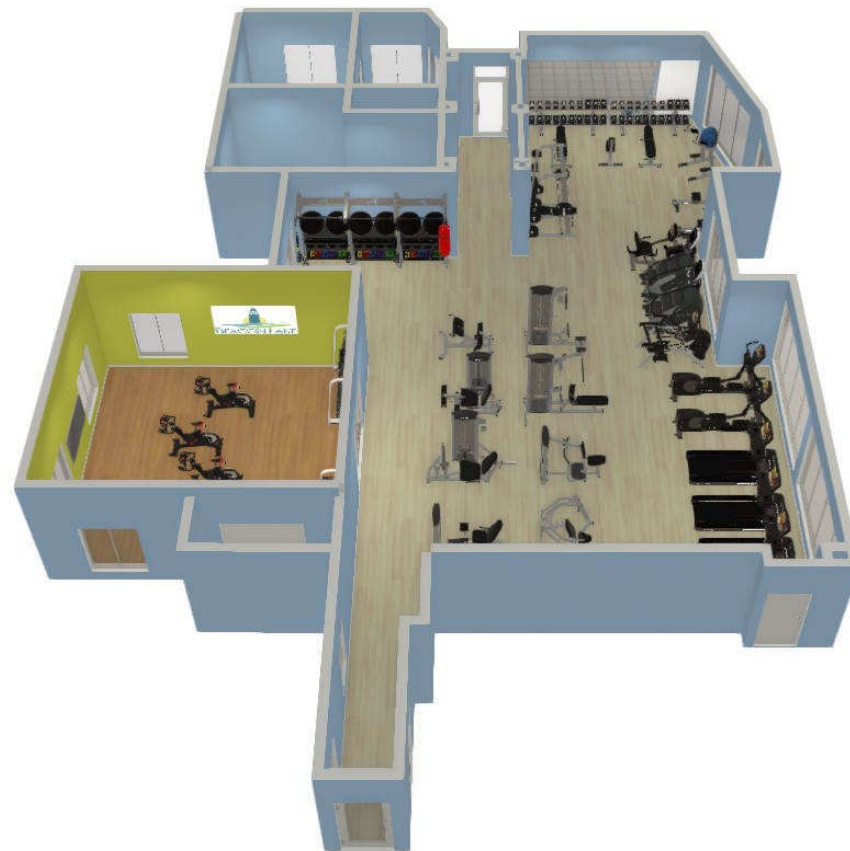
#### APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.



#### APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.



#### APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.



# QUOTE

**Number:** F071801M

**Date:** Jul 2, 2018

*For questions, please call  
your Sales Rep:*

Mark Smilek  
904-521-8775

2166 W CO. HWY 30A , Suite D, Santa Rosa Beach FL 32459

## Sold To

**GMS - C/O Meadow View at Twin Creek**  
Ernesto Torres  
475 W. Town Place,  
St. Augustine, FL 32902

**Phone** 904-940-5850  
**Fax**

## Ship To

**Beacon Lake Amenity Center**  
Ernesto Torres  
475 W. Town Place,  
St. Augustine, FL 32902

**Phone** 904-940-5850  
**Fax**

Salesperson		P.O. Number	Installer	Terms	
Mark Smilek			PARTNER	50% down / net Install	
Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
		CARDIO - LIFE FITNESS DISCOVER SE3 - EMBEDDED TOUCH SCREEN INTERNET BROWSING, APPS, VIRTUAL LIFESCAPE COURSES, CUSTOM SCREENS & CUSTOM MARKETING ELEVATION BASE			
3	Life Fitness	95T Discover SE3Treadmill (19" Console)	\$11,190.00	\$8,999.99	\$26,999.97
2	Life Fitness	95X Discover SE3 Elliptical Cross-Trainer (16" Console)	\$9,661.00	\$7,199.99	\$14,399.98
1	Life Fitness	95R Discover SE3 Recumbent Lifecycle Bike (16" Console)	\$7,380.00	\$5,749.99	\$5,749.99
2	Life Fitness	PowerMill with SE3 Console	\$11,599.00	\$9,099.99	\$18,199.98
		*Substitute StairMaster 8 Series Gauntlet W/15" STB READY EMBEDD IPTV for \$6,999.99- Total for 2 = \$13,999.98 - Saves \$4,200!			
1	Life Fitness	LIFE FITNESS TOTAL BODY ARC TRAINER WITH SE3HD CONSOLE	\$10,799.00	\$8,599.99	\$8,599.99
2	Life Fitness	GX Water Rower	\$2,995.00	\$1,749.99	\$3,499.98
		SubTotal			\$77,449.89
		Console Upgrades for Set Top Boxes/IPTV			
9	Life Fitness	IPTV TRANSMITTER KIT (Optional Upgrade)	\$366.00	\$349.99	\$3,149.91
9	Life Fitness	Discover SE Console STB-IPTV Upgrade (Optional)	\$357.00	\$299.99	\$2,699.91
		SubTotal			\$5,849.82
		SPINNING BIKES - LIFE FITNESS - ICG SERIES			
3	Life Fitness	GROUP EXERCISE BIKE LF IC4, LF BRND	\$1,699.00	\$999.99	\$2,999.97
		SubTotal			\$2,999.97
		STRENGTH - LIFE FITNESS OPTIMA DUALS - SELECTORIZED			
1	Life Fitness	Optima Biceps/Triceps	\$2,704.00	\$1,899.99	\$1,899.99

Continued On Next Page ...

Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
1	Life Fitness	Optima Lat Pulldown/Low Row	\$2,818.00	\$1,999.99	\$1,999.99
1	Life Fitness	Optima Smith Machine	\$2,931.00	\$1,999.99	\$1,999.99
1	Life Fitness	Optima Mult-Press	\$3,077.00	\$2,149.99	\$2,149.99
1	Life Fitness	Optima Pec Fly/Rear Delt	\$3,190.00	\$2,249.99	\$2,249.99
1	Life Fitness	Optima Leg Extension/Curl	\$3,304.00	\$2,349.99	\$2,349.99
1	Life Fitness	Optima Hip Abductor/Adductor	\$3,514.00	\$2,499.99	\$2,499.99
1	Life Fitness	Optima Leg Press	\$3,304.00	\$2,799.99	\$2,799.99
		SubTotal			\$17,949.92
		FREE WEIGHTS - LIFE FITNESS - SIGNITURE SERIES			
2	Life Fitness	Signature Multi-Adjustable Bench	\$1,273.00	\$979.99	\$1,959.98
1	Life Fitness	Signature Utility Bench	\$582.00	\$449.99	\$449.99
1	Life Fitness	Signature Back Extension	\$1,360.00	\$1,049.99	\$1,049.99
1	Life Fitness	Signature Leg Raise	\$1,435.00	\$1,149.99	\$1,149.99
2	Life Fitness	Signature Two Tier Dumbbell Rack	\$994.00	\$799.99	\$1,599.98
		SubTotal			\$6,209.93
		Hammer Strength Urethane Dumbbells - Set of 20 Pairs 5-100 lbs.			
2	Life Fitness	Hammer Dumbbell 5LB Each,Urethane,12Side	\$0.00	\$116.25	\$232.50
2	Life Fitness	Hammer Dumbbell 10LB Each,Urethane,12Side	\$0.00	\$140.00	\$280.00
2	Life Fitness	Hammer Dumbbell 15LB Each,Urethane,12Side	\$0.00	\$163.75	\$327.50
2	Life Fitness	Hammer Dumbbell 20LB Each,Urethane,12Side	\$0.00	\$186.25	\$372.50
2	Life Fitness	Hammer Dumbbell 25LB Each,Urethane,12Side	\$0.00	\$210.00	\$420.00
2	Life Fitness	Hammer Dumbbell 30LB Each,Urethane,12Side	\$0.00	\$233.75	\$467.50
2	Life Fitness	Hammer Dumbbell 35LB Each,Urethane,12Side	\$0.00	\$256.25	\$512.50
2	Life Fitness	Hammer Dumbbell 40LB Each,Urethane,12Side	\$0.00	\$280.00	\$560.00
2	Life Fitness	Hammer Dumbbell 45LB Each,Urethane,12Side	\$0.00	\$302.50	\$605.00
2	Life Fitness	Hammer Dumbbell 50LB Each,Urethane,12Side	\$0.00	\$325.00	\$650.00
2	Life Fitness	Hammer Dumbbell 55LB Each,Urethane,12Side	\$0.00	\$342.50	\$685.00
2	Life Fitness	Hammer Dumbbell 60LB Each,Urethane,12Side	\$0.00	\$361.25	\$722.50
2	Life Fitness	Hammer Dumbbell 65LB Each,Urethane,12Side	\$0.00	\$377.50	\$755.00
2	Life Fitness	Hammer Dumbbell 70LB Each,Urethane,12Side	\$0.00	\$395.00	\$790.00
2	Life Fitness	Hammer Dumbbell 75LB Each,Urethane,12Side	\$0.00	\$416.25	\$832.50
2	Life Fitness	Hammer Dumbbell 80LB Each,Urethane,12Side	\$0.00	\$430.00	\$860.00
2	Life Fitness	Hammer Dumbbell 85LB Each,Urethane,12Side	\$0.00	\$447.50	\$895.00
2	Life Fitness	Hammer Dumbbell 90LB Each,Urethane,12Side	\$0.00	\$465.00	\$930.00
2	Life Fitness	Hammer Dumbbell 95LB Each,Urethane,12Side	\$0.00	\$481.25	\$962.50
2	Life Fitness	Hammer Dumbbell 100LB Each,Urethane,12Side	\$0.00	\$498.75	\$997.50
		SubTotal			\$12,857.50
		CUSTOM LOGO - HAMMER STRENGTH DUMBBELLS (Optional)			
40	Life Fitness	Hammer Strength Custom Logo Level 1 - Price per Dumbbell	\$15.00	\$12.50	\$500.00
1	Life Fitness	Hammer Strength - Custom Logo Artwork	\$1,250.00	\$250.00	\$250.00
		SubTotal			\$750.00

Continued On Next Page ...

#### Equipment Lease Option:

Lease this equipment for a low monthly rate of \$5,334.33 for 36 months through our leasing partners.

\*\*Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.



Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
		HAMMER STRENGTH - ROUND URETHANE OLYMPIC PLATES			
4	Life Fitness	Hammer Olympic Plate 45LB,Urethane,RndX	\$0.00	\$137.50	\$550.00
2	Life Fitness	Hammer Olympic Plate 35LB,Urethane,RndX	\$0.00	\$102.50	\$205.00
4	Life Fitness	Hammer Olympic Plate 25LB,Urethane,RndX	\$0.00	\$78.75	\$315.00
4	Life Fitness	Hammer Olympic Plate 10LB,Urethane,RndX	\$0.00	\$31.25	\$125.00
4	Life Fitness	Hammer Olympic Plate 5LB,Urethane,RndX	\$0.00	\$18.75	\$75.00
2	Life Fitness	Hammer Olympic Plate 2.5LB,Urethane,RndX	\$0.00	\$11.25	\$22.50
		SubTotal			\$1,292.50
		WELLBEATS - VIRTUAL GROUP FITNESS			
1	Wellbeats	TV Package: 70" TV + Sound bar + Mount	\$2,699.00	\$2,949.00	\$2,949.00
1	Wellbeats	WELLBEATS 22" Interactive Touchscreen includes cable(s) & mount	\$2,799.00	\$2,799.00	\$2,799.00
1	Wellbeats	Standard Kiosk Solution Install: Kiosk + TV Package	\$1,299.00	\$1,299.00	\$1,299.00
1	Wellbeats	TV Package Shipping	\$99.00	\$99.00	\$99.00
1	Wellbeats	WELLBEATS Interactive Touchscreen Shipping	\$99.99	\$99.99	\$99.99
		Hard Wired Internet Required			
		Wellbeats - Subscription Required - Seperate Billing - PLUS Package Recommended			
		SubTotal			\$7,245.99
		GYM RAX FUNCTIONAL STORAGE			
1	GYM RAX	TRIPLE BAY SUSPENSION Includes: (1) Suspension Bay, (2) Suspension Post, (2) Pull-up/Monkey Bar w/ FM Flange, (1) Pull-up Bar Deluxe, (4) Freedom Mounts, (2) Freedom Mount End Plates	\$6,336.00	\$5,349.99	\$5,349.99
1	GYM RAX	RAX, GROUP 6 STORAGE Includes: (1) Rax, Channel Single sided, (1) Rax, Stability Ball, (1) Rax, Med Ball, (1) Wall Ball, (1) Free Weight	\$1,645.00	\$1,399.99	\$1,399.99
1	GYM RAX	RAX, GROUP 14 STORAGE Includes: (1) Rax, Channel Set Single-Sided, (1) Rax, Stability Ball, (1) Rax, Universal, (2) Rax, Free Weight, & (1) Rax, Bins	\$2,104.00	\$1,799.99	\$1,799.99
1	GYM RAX	RAX, GROUP 15 STORAGE Includes: (1) Rax, Channel Set Single-Sided, (1) Rax, Stability Ball, (1) Rax, Med Ball, & (2) Rax, Free Weight	\$1,725.00	\$1,449.99	\$1,449.99
		Custom Logo Signage - Optional (ask for details)			
		SubTotal			\$9,999.96
		LIFE FITNESS - STUDIO COLLECTION ACCESSORY SETS			
1	LF-GBBLB-01 B	Life Fitness Studio Barbell Set, lbs	\$0.00	\$4,987.50	\$4,987.50
1	LF-GDBLB-01 D	Life Fitness Studio Dumbbell Set, lbs	\$0.00	\$3,675.00	\$3,675.00
		SubTotal			\$8,662.50
		ACCESSORY ITEMS - TAG FITNESS			
2	TAG	TAG 75cm Stability Ball (blue)	\$32.00	\$0.00	\$0.00
2	TAG	TAG 65cm Stability Ball (green)	\$30.00	\$0.00	\$0.00
2	TAG	TAG 55cm Stability Ball (red)	\$28.00	\$0.00	\$0.00
1	TAG	TAG 20lb Deluxe Medicine Ball (11.3" diameter)	\$96.00	\$0.00	\$0.00
1	TAG	TAG 18lb Deluxe Medicine Ball (11.3" diameter)	\$88.00	\$0.00	\$0.00
1	TAG	TAG 15lb Deluxe Medicine Ball (11.3" diameter)	\$80.00	\$0.00	\$0.00
1	TAG	TAG 12lb Deluxe Medicine Ball (11.3" diameter)	\$74.00	\$0.00	\$0.00
1	TAG	TAG 10lb Deluxe Medicine Ball	\$60.00	\$0.00	\$0.00

Continued On Next Page ...

#### Equipment Lease Option:

Lease this equipment for a low monthly rate of \$5,334.33 for 36 months through our leasing partners.

\*\*Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.

Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
1	TAG	TAG 8lb Deluxe Medicine Ball (9.1" diameter)	\$56.00	\$0.00	\$0.00
1	TAG	TAG 6lb Deluxe Medicine Ball (9.1" diameter)	\$46.00	\$0.00	\$0.00
1	TAG	TAG 4lb Deluxe Medicine Ball (7.5" diameter)	\$34.00	\$0.00	\$0.00
1	TAG	TAGLogo25lbRubber Encsd Kettlebell/ChemChrmHndl	\$65.00	\$0.00	\$0.00
1	TAG	TAGLogo20lbRubber Encsd Kettlebell/ChemChrmHndl	\$52.00	\$0.00	\$0.00
1	TAG	TAGLogo15lbRubber Encsd Kettlebell/ChemChrmHndl	\$39.00	\$0.00	\$0.00
1	TAG	TAGLogo12lbRubber Encsd Kettlebell/ChemChrmHndl	\$31.20	\$0.00	\$0.00
1	TAG	TAGLogo10lbRubber Encsd Kettlebell/ChemChrmHndl	\$26.00	\$0.00	\$0.00
1	TAG	TAGLogo8lbRubber Encsd Kettlebell/ChemChrmHndl	\$20.80	\$0.00	\$0.00
1	TAG	TAGLogo5lbRubber Encsd Kettlebell/ChemChrmHndl	\$13.00	\$0.00	\$0.00
1	TAG	TAG 10lb Deluxe Wall Ball	\$90.00	\$0.00	\$0.00
1	TAG	TAG 8lb Deluxe Wall Ball	\$84.00	\$0.00	\$0.00
1	TAG	TAG 6lb Deluxe Wall Ball	\$76.00	\$0.00	\$0.00
1	TAG	TAG 4lb Deluxe Wall Ball	\$72.00	\$0.00	\$0.00
1	TAG	TAG 10' 1-1/2" Black PolyDacron Battle Rope with Heat Shrink Grips	\$0.00	\$0.00	\$0.00
1	TAG	TAG 25lb Rubber HEX Dumbbell (Pair)	\$100.00	\$0.00	\$0.00
1	TAG	TAG 20lb Rubber HEX Dumbbell (Pair)	\$80.00	\$0.00	\$0.00
1	TAG	TAG 15lb Rubber HEX Dumbbell (Pair)	\$60.00	\$0.00	\$0.00
1	TAG	TAG 12lb Rubber HEX Dumbbell (Pair)	\$48.00	\$0.00	\$0.00
1	TAG	TAG 10lb Rubber HEX Dumbbell (Pair)	\$40.00	\$0.00	\$0.00
1	TAG	TAG 8lb Rubber HEX Dumbbell (Pair)	\$32.00	\$0.00	\$0.00
1	TAG	TAG 5lb Rubber HEX Dumbbell (Pair)	\$20.00	\$0.00	\$0.00
1	TAG	TAG 3lb Rubber HEX Dumbbell (Pair)	\$12.00	\$0.00	\$0.00
2	TAG	TAG Soft Plyo Box 3	\$398.00	\$249.99	\$499.98
		SubTotal			\$499.98
		Accessory Items - Other			
1	EVERLAST	70LB LEATHER HEAVY BAG	\$249.99	\$199.99	\$199.99
2	TRX	TRX Comrcial Suspnsn Trainr v4 rubr hndles/locking carbiner	\$209.95	\$169.99	\$339.98
		SubTotal			\$539.97
1	SOFITCO	SOFITCO - DELIVERY & INSTALLATION	\$0.00	\$5,875.00	\$5,875.00
		No Sales Tax - Tax Exempt*			

Exclusive Life Fitness Features > Wireless Internet Connectivity that enables access to:

- LFconnect Digital Solutions: detailed equipment usage data and ability to customize the console screen image, TV channels, and up to 5 product speed and resistance levels.
- LFconnectTM Protect: digital service allows Life Fitness to proactively monitor equipment and alerts about issues or preventive maintenance needs > Exerciser personalization via LFconnect Exerciser App:
- Integration with popular fitness apps
- Customized exerciser workouts
- Replay exerciser's favorite GPS workout (time, distance, incline)
- Track workouts via QR Code or Bluetooth/NFC proximity login > DX3TM Belt and Deck System > Premium FlexDeckTM Shock Absorption System featuring 8 large LifespringTM shock absorbers > Heart Rate Monitoring: LifepulseTM hand sensors with digital heart rate monitoring and Polar® telemetry (chest strap required)

**SubTotal** \$158,182.93

**Freight** \$4,796.94

**Sales Tax** \$0.00

PRICES ON THIS QUOTE ARE VALID FOR 30 DAYS BUT TAX RATE MAY VARY ON FINAL INVOICE DEPENDING ON INSTALL LOCATION. CANCELLATIONS SUBJECT TO A 20% RESTOCKING FEE AND FORFEITURE OF DEPOSIT. ALL EQUIPMENT COVERED BY MANUFACTURER'S WARRANTY. DELIVERIES PROVIDED BY SOFITCO AUTHORIZED INSTALLERS. PROPERTY REMAINS PROPERTY OF SOFITCO UNTIL PAID IN FULL. LEAD TIMES: CARDIO: 4-6 WEEKS. STRENGTH: 6-8 WEEKS FROM THE DATE DEPOSIT AND SIGNED INVOICE HAVE BOTH BEEN RECEIVED. CUSTOMER IS RESPONSIBLE FOR PROPER ELECTRICAL & NETWORKING REQUIREMENTS.

<b>Total</b>	<b>\$162,979.87</b>
--------------	---------------------

**Deposit Paid** 0.00

**Amount Due** ~~\$162,979.87~~

**Equipment Lease Option:**

I accept the terms and conditions of this order:

Lease this equipment for a low monthly rate of **\$5,334.33** for 36 months through our leasing partners.

Signed:

Date:

\*Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.

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

Title: \_\_\_\_\_

07/10/18



# QUOTE

**Number:** F071802M

**Date:** Jul 2, 2018

*For questions, please call  
your Sales Rep:*

Mark Smilek  
904-521-8775

2166 W CO. HWY 30A , Suite D, Santa Rosa Beach FL 32459

## Sold To

**GMS - C/O Meadow View at Twin Creek**  
Ernesto Torres  
475 W. Town Place,  
St. Augustine, FL 32902

**Phone** 904-940-5850  
**Fax**

## Ship To

**Beacon Lake Amenity Center**  
Ernesto Torres  
475 W. Town Place,  
St. Augustine, FL 32902

**Phone** 904-940-5850  
**Fax**

Salesperson		P.O. Number	Installer	Terms	
Mark Smilek			PARTNER	50% down / net Install	
Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
		CARDIO - LIFE FITNESS DISCOVER SE3 - EMBEDDED TOUCH SCREEN INTERNET BROWSING, APPS, VIRTUAL LIFESCAPE COURSES, CUSTOM SCREENS & CUSTOM MARKETING ELEVATION BASE			
3	Life Fitness	95T Discover SE3Treadmill (19" Console)	\$11,190.00	\$8,999.99	\$26,999.97
2	Life Fitness	95X Discover SE3 Elliptical Cross-Trainer (16" Console)	\$9,661.00	\$7,199.99	\$14,399.98
1	Life Fitness	95R Discover SE3 Recumbent Lifecycle Bike (16" Console)	\$7,380.00	\$5,749.99	\$5,749.99
2	Life Fitness	PowerMill with SE3 Console	\$11,599.00	\$9,099.99	\$18,199.98
		*Substitute StairMaster 8 Series Gauntlet W/15" STB READY EMBEDD IPTV for \$6,999.99- Total for 2 = \$13,999.98 - Saves \$4,200!			
1	Life Fitness	LIFE FITNESS TOTAL BODY ARC TRAINER WITH SE3HD CONSOLE	\$10,799.00	\$8,599.99	\$8,599.99
2	Life Fitness	GX Water Rower	\$2,995.00	\$1,749.99	\$3,499.98
		SubTotal			\$77,449.89
		Console Upgrades for Set Top Boxes/IPTV			
9	Life Fitness	IPTV TRANSMITTER KIT (Optional Upgrade)	\$366.00	\$349.99	\$3,149.91
9	Life Fitness	Discover SE Console STB-IPTV Upgrade (Optional)	\$357.00	\$299.99	\$2,699.91
		SubTotal			\$5,849.82
		SPINNING BIKES - LIFE FITNESS - ICG SERIES			
3	Life Fitness	GROUP EXERCISE BIKE LF IC4, LF BRND	\$1,699.00	\$999.99	\$2,999.97
		SubTotal			\$2,999.97
		STRENGTH - LIFE FITNESS OPTIMA DUALS - SELECTORIZED			
1	Life Fitness	Optima Biceps/Triceps	\$2,704.00	\$1,899.99	\$1,899.99

Continued On Next Page ...



Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
1	Life Fitness	Optima Lat Pulldown/Low Row	\$2,818.00	\$1,999.99	\$1,999.99
1	Life Fitness	Optima Smith Machine	\$2,931.00	\$1,999.99	\$1,999.99
1	Life Fitness	Optima Mult-Press	\$3,077.00	\$2,149.99	\$2,149.99
1	Life Fitness	Optima Pec Fly/Rear Delt	\$3,190.00	\$2,249.99	\$2,249.99
1	Life Fitness	Optima Leg Extension/Curl	\$3,304.00	\$2,349.99	\$2,349.99
1	Life Fitness	Optima Hip Abductor/Adductor	\$3,514.00	\$2,499.99	\$2,499.99
1	Life Fitness	Optima Leg Press	\$3,304.00	\$2,799.99	\$2,799.99
		SubTotal			\$17,949.92
		FREE WEIGHTS - LIFE FITNESS - SIGNITURE SERIES			
2	Life Fitness	Signature Multi-Adjustable Bench	\$1,273.00	\$979.99	\$1,959.98
1	Life Fitness	Signature Utility Bench	\$582.00	\$449.99	\$449.99
1	Life Fitness	Signature Back Extension	\$1,360.00	\$1,049.99	\$1,049.99
1	Life Fitness	Signature Leg Raise	\$1,435.00	\$1,149.99	\$1,149.99
2	Life Fitness	Signature Two Tier Dumbbell Rack	\$994.00	\$799.99	\$1,599.98
		SubTotal			\$6,209.93
		TAG FITNESS - ULTRATHANE DUMBBELLS 5-100LBS.			
1	TAG	TAG 5lb Premium Ultrathane Dumbbell (pair)	\$38.00	\$29.23	\$29.23
1	TAG	TAG 10lb Premium Ultrathane Dumbbell (pair)	\$76.00	\$58.46	\$58.46
1	TAG	TAG 15lb Premium Ultrathane Dumbbell (pair)	\$114.00	\$87.69	\$87.69
1	TAG	TAG 20lb Premium Ultrathane Dumbbell (pair)	\$152.00	\$116.92	\$116.92
1	TAG	TAG 25lb Premium Ultrathane Dumbbell (pair)	\$190.00	\$146.15	\$146.15
1	TAG	TAG 30lb Premium Ultrathane Dumbbell (pair)	\$228.00	\$175.38	\$175.38
1	TAG	TAG 35lb Premium Ultrathane Dumbbell (pair)	\$266.00	\$204.62	\$204.62
1	TAG	TAG 40lb Premium Ultrathane Dumbbell (pair)	\$304.00	\$233.85	\$233.85
1	TAG	TAG 45lb Premium Ultrathane Dumbbell (pair)	\$342.00	\$263.08	\$263.08
1	TAG	TAG 50lb Premium Ultrathane Dumbbell (pair)	\$380.00	\$292.31	\$292.31
1	TAG	TAG 55lb Premium Ultrathane Dumbbell (pair)	\$418.00	\$321.54	\$321.54
1	TAG	TAG 60lb Premium Ultrathane Dumbbell (pair)	\$456.00	\$350.77	\$350.77
1	TAG	TAG 65lb Premium Ultrathane Dumbbell (pair)	\$494.00	\$380.00	\$380.00
1	TAG	TAG 70lb Premium Ultrathane Dumbbell (pair)	\$532.00	\$409.23	\$409.23
1	TAG	TAG 75lb Premium Ultrathane Dumbbell (pair)	\$570.00	\$438.46	\$438.46
1	TAG	TAG 80lb Premium Ultrathane Dumbbell (pair)	\$608.00	\$467.69	\$467.69
1	TAG	TAG 85lb Premium Ultrathane Dumbbell (pair)	\$646.00	\$496.92	\$496.92
1	TAG	TAG 90lb Premium Ultrathane Dumbbell (pair)	\$684.00	\$526.15	\$526.15
1	TAG	TAG 95lb Premium Ultrathane Dumbbell (pair)	\$722.00	\$555.38	\$555.38
1	TAG	TAG 100lb Premium Ultrathane Dumbbell (pair)	\$760.00	\$584.62	\$584.62
		TAG 8 Sided Ultrathane Dumbbells Available (same price)			
		SubTotal			\$6,138.45
		TAG CUSTOM LOGO DUMBBELLS			
1	TAG	TAG Custom Artwork Set Up Fee	\$1,000.00	\$499.99	\$499.99
		SubTotal			\$499.99
		TAG FITNESS - ROUND URETHANE OLYMPIC PLATES			

Continued On Next Page ...

#### Equipment Lease Option:

Lease this equipment for a low monthly rate of \$5,088.47 for 36 months through our leasing partners.

\*\*Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.

Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
4	TAG	TAG 45lb Ultrathane Olympic Plate	\$158.00	\$109.29	\$437.16
2	TAG	TAG 35lb Ultrathane Olympic Plate	\$122.00	\$83.82	\$167.64
4	TAG	TAG 25lb Ultrathane Olympic Plate	\$86.00	\$59.86	\$239.44
4	TAG	TAG 10lb Ultrathane Olympic Plate	\$34.00	\$23.95	\$95.80
4	TAG	TAG 5lb Ultrathane Olympic Plate	\$17.00	\$11.98	\$47.92
2	TAG	TAG 2.5lb Ultrathane Olympic Plate	\$9.00	\$5.90	\$11.80
		SubTotal			\$999.76
		WELLBEATS - VIRTUAL GROUP FITNESS			
1	Wellbeats	TV Package: 70" TV + Sound bar + Mount	\$2,699.00	\$2,949.00	\$2,949.00
1	Wellbeats	WELLBEATS 22" Interactive Touchscreen includes cable(s) & mount	\$2,799.00	\$2,799.00	\$2,799.00
1	Wellbeats	Standard Kiosk Solution Install: Kiosk + TV Package	\$1,299.00	\$1,299.00	\$1,299.00
1	Wellbeats	TV Package Shipping	\$99.00	\$99.00	\$99.00
1	Wellbeats	WELLBEATS Interactive Touchscreen Shipping	\$99.99	\$99.99	\$99.99
		Hard Wired Internet Required			
		Wellbeats - Subscription Required - Seperate Billing - PLUS Package Recommended			
		SubTotal			\$7,245.99
		GYM RAX FUNCTIONAL STORAGE			
1	GYM RAX	TRIPLE BAY SUSPENSION Includes: (1) Suspension Bay, (2) Suspension Post, (2) Pull-up/Monkey Bar w/ FM Flange, (1) Pull-up Bar Deluxe, (4) Freedom Mounts, (2) Freedom Mount End Plates	\$6,336.00	\$5,349.99	\$5,349.99
1	GYM RAX	RAX, GROUP 6 STORAGE Includes: (1) Rax, Channel Single sided, (1) Rax, Stability Ball, (1) Rax, Med Ball, (1) Wall Ball, (1) Free Weight	\$1,645.00	\$1,399.99	\$1,399.99
1	GYM RAX	RAX, GROUP 14 STORAGE Includes: (1) Rax, Channel Set Single-Sided, (1) Rax, Stability Ball, (1) Rax, Universal, (2) Rax, Free Weight, & (1) Rax, Bins	\$2,104.00	\$1,799.99	\$1,799.99
1	GYM RAX	RAX, GROUP 15 STORAGE Includes: (1) Rax, Channel Set Single-Sided, (1) Rax, Stability Ball, (1) Rax, Med Ball, & (2) Rax, Free Weight	\$1,725.00	\$1,449.99	\$1,449.99
		Custom Logo Signage - Optional (ask for details)			
		SubTotal			\$9,999.96
		LIFE FITNESS - STUDIO COLLECTION			
		ACCESSORY SETS			
1	LF-GBBLB-01 B	Life Fitness Studio Barbell Set, lbs	\$0.00	\$4,987.50	\$4,987.50
1	LF-GDBLB-01 D	Life Fitness Studio Dumbbell Set, lbs	\$0.00	\$3,675.00	\$3,675.00
		SubTotal			\$8,662.50
		ACCESSORY ITEMS - TAG FITNESS			
2	TAG	TAG 75cm Stability Ball (blue)	\$32.00	\$0.00	\$0.00
2	TAG	TAG 65cm Stability Ball (green)	\$30.00	\$0.00	\$0.00
2	TAG	TAG 55cm Stability Ball (red)	\$28.00	\$0.00	\$0.00
1	TAG	TAG 20lb Deluxe Medicine Ball (11.3" diameter)	\$96.00	\$0.00	\$0.00
1	TAG	TAG 18lb Deluxe Medicine Ball (11.3" diameter)	\$88.00	\$0.00	\$0.00
1	TAG	TAG 15lb Deluxe Medicine Ball (11.3" diameter)	\$80.00	\$0.00	\$0.00
1	TAG	TAG 12lb Deluxe Medicine Ball (11.3" diameter)	\$74.00	\$0.00	\$0.00
1	TAG	TAG 10lb Deluxe Medicine Ball	\$60.00	\$0.00	\$0.00
1	TAG	TAG 8lb Deluxe Medicine Ball (9.1" diameter)	\$56.00	\$0.00	\$0.00

Continued On Next Page ...

#### Equipment Lease Option:

Lease this equipment for a low monthly rate of \$5,088.47 for 36 months through our leasing partners.

\*\*Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.

Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
1	TAG	TAG 6lb Deluxe Medicine Ball (9.1" diameter)	\$46.00	\$0.00	\$0.00
1	TAG	TAG 4lb Deluxe Medicine Ball (7.5" diameter)	\$34.00	\$0.00	\$0.00
1	TAG	TAGLogo25lbRubber Encsd Kettlebell/ChemChrmHndl	\$65.00	\$0.00	\$0.00
1	TAG	TAGLogo20lbRubber Encsd Kettlebell/ChemChrmHndl	\$52.00	\$0.00	\$0.00
1	TAG	TAGLogo15lbRubber Encsd Kettlebell/ChemChrmHndl	\$39.00	\$0.00	\$0.00
1	TAG	TAGLogo12lbRubber Encsd Kettlebell/ChemChrmHndl	\$31.20	\$0.00	\$0.00
1	TAG	TAGLogo10lbRubber Encsd Kettlebell/ChemChrmHndl	\$26.00	\$0.00	\$0.00
1	TAG	TAGLogo8lbRubber Encsd Kettlebell/ChemChrmHndl	\$20.80	\$0.00	\$0.00
1	TAG	TAGLogo5lbRubber Encsd Kettlebell/ChemChrmHndl	\$13.00	\$0.00	\$0.00
1	TAG	TAG 10lb Deluxe Wall Ball	\$90.00	\$0.00	\$0.00
1	TAG	TAG 8lb Deluxe Wall Ball	\$84.00	\$0.00	\$0.00
1	TAG	TAG 6lb Deluxe Wall Ball	\$76.00	\$0.00	\$0.00
1	TAG	TAG 4lb Deluxe Wall Ball	\$72.00	\$0.00	\$0.00
1	TAG	TAG 10' 1-1/2" Black PolyDacron Battle Rope with Heat Shrink Grips	\$0.00	\$0.00	\$0.00
1	TAG	TAG 25lb Rubber HEX Dumbbell (Pair)	\$100.00	\$0.00	\$0.00
1	TAG	TAG 20lb Rubber HEX Dumbbell (Pair)	\$80.00	\$0.00	\$0.00
1	TAG	TAG 15lb Rubber HEX Dumbbell (Pair)	\$60.00	\$0.00	\$0.00
1	TAG	TAG 12lb Rubber HEX Dumbbell (Pair)	\$48.00	\$0.00	\$0.00
1	TAG	TAG 10lb Rubber HEX Dumbbell (Pair)	\$40.00	\$0.00	\$0.00
1	TAG	TAG 8lb Rubber HEX Dumbbell (Pair)	\$32.00	\$0.00	\$0.00
1	TAG	TAG 5lb Rubber HEX Dumbbell (Pair)	\$20.00	\$0.00	\$0.00
1	TAG	TAG 3lb Rubber HEX Dumbbell (Pair)	\$12.00	\$0.00	\$0.00
1	TAG	TAG Soft Plyo Box 3	\$398.00	\$249.99	\$249.99
		SubTotal			\$249.99
		Accessory Items - Other			
1	EVERLAST	70LB LEATHER HEAVY BAG	\$249.99	\$199.99	\$199.99
2	TRX	TRX Comrcial Suspnsn Trainr v4 rubr hndles/locking carbiner	\$209.95	\$169.99	\$339.98
		SubTotal			\$539.97
1	SOFITCO	SOFITCO - DELIVERY & INSTALLATION No Sales Tax - Tax Exempt*	\$0.00	\$5,875.00	\$5,875.00

Exclusive Life Fitness Features > Wireless Internet Connectivity that enables access to:

- LFconnect Digital Solutions: detailed equipment usage data and ability to customize the console screen image, TV channels, and up to 5 product speed and resistance levels.
- LFconnectTM Protect: digital service allows Life Fitness to proactively monitor equipment and alerts about issues or preventive maintenance needs > Exerciser personalization via LFconnect Exerciser App:
- Integration with popular fitness apps
- Customized exerciser workouts
- Replay exerciser's favorite GPS workout (time, distance, incline)
- Track workouts via QR Code or Bluetooth/NFC proximity login > DX3TM Belt and Deck System > Premium FlexDeckTM Shock Absorption System featuring 8 large LifespringTM shock absorbers > Heart Rate Monitoring: LifepulseTM hand sensors with digital heart rate monitoring and Polar® telemetry (chest strap required)

<b>SubTotal</b>	\$150,671.14
<b>Freight</b>	\$4,796.94
<b>Sales Tax</b>	\$0.00

PRICES ON THIS QUOTE ARE VALID FOR 30 DAYS BUT TAX RATE MAY VARY ON FINAL INVOICE DEPENDING ON INSTALL LOCATION. CANCELLATIONS SUBJECT TO A 20% RESTOCKING FEE AND FORFEITURE OF DEPOSIT. ALL EQUIPMENT COVERED BY MANUFACTURER'S WARRANTY. DELIVERIES PROVIDED BY SOFITCO AUTHORIZED INSTALLERS. PROPERTY REMAINS PROPERTY OF SOFITCO UNTIL PAID IN FULL. LEAD TIMES: CARDIO: 4-6 WEEKS. STRENGTH: 6-8 WEEKS FROM THE DATE DEPOSIT AND SIGNED INVOICE HAVE BOTH BEEN RECEIVED. CUSTOMER IS RESPONSIBLE FOR PROPER ELECTRICAL & NETWORKING REQUIREMENTS.

<b>Total</b>	<b>\$155,468.08</b>
<b>Deposit Paid</b>	0.00
<b>Amount Due</b>	\$155,468.08

I accept the terms and conditions of this order.

**Equipment Lease Option:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Lease this equipment for a low monthly rate of **\$5,088.47** for 36 months through our leasing partners.

\*Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.



2166 W CO. HWY 30A , Suite D, Santa Rosa Beach FL 32459

# QUOTE

Number: F071803M

Date: Jul 2, 2018

For questions, please call  
your Sales Rep:

Mark Smilek  
904-521-8775

## Sold To

**GMS - C/O Meadow View at Twin Creek**  
Ernesto Torres  
475 W. Town Place,  
St. Augustine, FL 32902

Phone 904-940-5850  
Fax

## Ship To

**Beacon Lake Amenity Center**  
Ernesto Torres  
475 W. Town Place,  
St. Augustine, FL 32902

Phone 904-940-5850  
Fax

Salesperson		P.O. Number	Installer	Terms	
Mark Smilek			PARTNER	50% down / net Install	
Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
		CARDIO - LIFE FITNESS DISCOVER SE3 - EMBEDDED TOUCH SCREEN INTERNET BROWSING, APPS, VIRTUAL LIFESCAPE COURSES, CUSTOM SCREENS & CUSTOM MARKETING ELEVATION BASE			
3	Life Fitness	95T Discover SE3Treadmill (19" Console)	\$11,190.00	\$8,999.99	\$26,999.97
2	Life Fitness	95X Discover SE3 Elliptical Cross-Trainer (16" Console)	\$9,661.00	\$7,199.99	\$14,399.98
1	Life Fitness	95R Discover SE3 Recumbent Lifecycle Bike (16" Console)	\$7,380.00	\$5,749.99	\$5,749.99
2	Core	StairMaster 8 Series Gauntlet W/15" STB READY EMBEDD IPTV	\$10,565.00	\$6,999.99	\$13,999.98
1	Life Fitness	LIFE FITNESS TOTAL BODY ARC TRAINER WITH SE3HD CONSOLE	\$10,799.00	\$8,599.99	\$8,599.99
2	Life Fitness	GX Water Rower	\$2,995.00	\$1,749.99	\$3,499.98
		SubTotal			\$73,249.89
		Console Upgrades for Set Top Boxes/IPTV			
7	Life Fitness	IPTV TRANSMITTER KIT (Optional Upgrade)	\$366.00	\$349.99	\$2,449.93
7	Life Fitness	Discover SE Console STB-IPTV Upgrade (Optional)	\$357.00	\$299.99	\$2,099.93
		SubTotal			\$4,549.86
		SPINNING BIKES - LIFE FITNESS - ICG SERIES			
3	Life Fitness	GROUP EXERCISE BIKE LF IC4, LF BRND	\$1,699.00	\$999.99	\$2,999.97
		SubTotal			\$2,999.97
		STRENGTH - LIFE FITNESS OPTIMA DUALS - SELECTORIZED			
1	Life Fitness	Optima Biceps/Triceps	\$2,704.00	\$1,899.99	\$1,899.99
1	Life Fitness	Optima Lat Pulldown/Low Row	\$2,818.00	\$1,999.99	\$1,999.99
1	Life Fitness	Optima Smith Machine	\$2,931.00	\$1,999.99	\$1,999.99

Continued On Next Page ...

Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
1	Life Fitness	Optima Multi-Press	\$3,077.00	\$2,149.99	\$2,149.99
1	Life Fitness	Optima Pec Fly/Rear Delt	\$3,190.00	\$2,249.99	\$2,249.99
1	Life Fitness	Optima Leg Extension/Curl	\$3,304.00	\$2,349.99	\$2,349.99
1	Life Fitness	Optima Hip Abductor/Adductor	\$3,514.00	\$2,499.99	\$2,499.99
1	Life Fitness	Optima Leg Press	\$3,304.00	\$2,799.99	\$2,799.99
		SubTotal			\$17,949.92
		FREE WEIGHTS - LIFE FITNESS - SIGNITURE SERIES			
2	Life Fitness	Signature Multi-Adjustable Bench	\$1,273.00	\$979.99	\$1,959.98
1	Life Fitness	Signature Utility Bench	\$582.00	\$449.99	\$449.99
1	Life Fitness	Signature Back Extension	\$1,360.00	\$1,049.99	\$1,049.99
1	Life Fitness	Signature Leg Raise	\$1,435.00	\$1,149.99	\$1,149.99
2	Life Fitness	Signature Two Tier Dumbbell Rack	\$994.00	\$799.99	\$1,599.98
		SubTotal			\$6,209.93
		TAG FITNESS - ULTRATHANE DUMBBELLS 5-100LBS.			
1	TAG	TAG 5lb Premium Ultrathane Dumbbell (pair)	\$38.00	\$29.23	\$29.23
1	TAG	TAG 10lb Premium Ultrathane Dumbbell (pair)	\$76.00	\$58.46	\$58.46
1	TAG	TAG 15lb Premium Ultrathane Dumbbell (pair)	\$114.00	\$87.69	\$87.69
1	TAG	TAG 20lb Premium Ultrathane Dumbbell (pair)	\$152.00	\$116.92	\$116.92
1	TAG	TAG 25lb Premium Ultrathane Dumbbell (pair)	\$190.00	\$146.15	\$146.15
1	TAG	TAG 30lb Premium Ultrathane Dumbbell (pair)	\$228.00	\$175.38	\$175.38
1	TAG	TAG 35lb Premium Ultrathane Dumbbell (pair)	\$266.00	\$204.62	\$204.62
1	TAG	TAG 40lb Premium Ultrathane Dumbbell (pair)	\$304.00	\$233.85	\$233.85
1	TAG	TAG 45lb Premium Ultrathane Dumbbell (pair)	\$342.00	\$263.08	\$263.08
1	TAG	TAG 50lb Premium Ultrathane Dumbbell (pair)	\$380.00	\$292.31	\$292.31
1	TAG	TAG 55lb Premium Ultrathane Dumbbell (pair)	\$418.00	\$321.54	\$321.54
1	TAG	TAG 60lb Premium Ultrathane Dumbbell (pair)	\$456.00	\$350.77	\$350.77
1	TAG	TAG 65lb Premium Ultrathane Dumbbell (pair)	\$494.00	\$380.00	\$380.00
1	TAG	TAG 70lb Premium Ultrathane Dumbbell (pair)	\$532.00	\$409.23	\$409.23
1	TAG	TAG 75lb Premium Ultrathane Dumbbell (pair)	\$570.00	\$438.46	\$438.46
1	TAG	TAG 80lb Premium Ultrathane Dumbbell (pair)	\$608.00	\$467.69	\$467.69
1	TAG	TAG 85lb Premium Ultrathane Dumbbell (pair)	\$646.00	\$496.92	\$496.92
1	TAG	TAG 90lb Premium Ultrathane Dumbbell (pair)	\$684.00	\$526.15	\$526.15
1	TAG	TAG 95lb Premium Ultrathane Dumbbell (pair)	\$722.00	\$555.38	\$555.38
1	TAG	TAG 100lb Premium Ultrathane Dumbbell (pair)	\$760.00	\$584.62	\$584.62
		TAG 8 Sided Ultrathane Dumbbells Available (same price)			
		SubTotal			\$6,138.45
		TAG CUSTOM LOGO DUMBBELLS			
1	TAG	TAG Custom Artwork Set Up Fee	\$1,000.00	\$499.99	\$499.99
		SubTotal			\$499.99
		TAG FITNESS - ROUND URETHANE OLYMPIC PLATES			
4	TAG	TAG 45lb Ultrathane Olympic Plate	\$158.00	\$109.29	\$437.16

Continued On Next Page ...

#### Equipment Lease Option:

Lease this equipment for a low monthly rate of  for 36 months through our leasing partners.

\*\*Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.

Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
2	TAG	TAG 35lb Ultrathane Olympic Plate	\$122.00	\$83.82	\$167.64
4	TAG	TAG 25lb Ultrathane Olympic Plate	\$86.00	\$59.86	\$239.44
4	TAG	TAG 10lb Ultrathane Olympic Plate	\$34.00	\$23.95	\$95.80
4	TAG	TAG 5lb Ultrathane Olympic Plate	\$17.00	\$11.98	\$47.92
2	TAG	TAG 2.5lb Ultrathane Olympic Plate	\$9.00	\$5.90	\$11.80
		SubTotal			\$999.76
		WELLBEATS - VIRTUAL GROUP FITNESS			
1	Wellbeats	TV Package: 70" TV + Sound bar + Mount	\$2,699.00	\$2,949.00	\$2,949.00
1	Wellbeats	WELLBEATS 22" Interactive Touchscreen includes cable(s) & mount	\$2,799.00	\$2,799.00	\$2,799.00
1	Wellbeats	Standard Kiosk Solution Install: Kiosk + TV Package	\$1,299.00	\$1,299.00	\$1,299.00
1	Wellbeats	TV Package Shipping	\$99.00	\$99.00	\$99.00
1	Wellbeats	WELLBEATS Interactive Touchscreen Shipping	\$99.99	\$99.99	\$99.99
		Hard Wired Internet Required			
		Wellbeats - Subscription Required - Seperate Billing - PLUS Package Recommended			
		SubTotal			\$7,245.99
		GYM RAX FUNCTIONAL STORAGE			
1	GYM RAX	TRIPLE BAY SUSPENSION Includes: (1) Suspension Bay, (2) Suspension Post, (2) Pull-up/Monkey Bar w/ FM Flange, (1) Pull-up Bar Deluxe, (4) Freedom Mounts, (2) Freedom Mount End Plates	\$6,336.00	\$5,349.99	\$5,349.99
1	GYM RAX	RAX, GROUP 6 STORAGE Includes: (1) Rax, Channel Single sided, (1) Rax, Stability Ball, (1) Rax, Med Ball, (1) Wall Ball, (1) Free Weight	\$1,645.00	\$1,399.99	\$1,399.99
1	GYM RAX	RAX, GROUP 14 STORAGE Includes: (1) Rax, Channel Set Single-Sided, (1) Rax, Stability Ball, (1) Rax, Universal, (2) Rax, Free Weight, & (1) Rax, Bins	\$2,104.00	\$1,799.99	\$1,799.99
1	GYM RAX	RAX, GROUP 15 STORAGE Includes: (1) Rax, Channel Set Single-Sided, (1) Rax, Stability Ball, (1) Rax, Med Ball, & (2) Rax, Free Weight	\$1,725.00	\$1,449.99	\$1,449.99
		Custom Logo Signage - Optional (ask for details)			
		SubTotal			\$9,999.96
		STUDIO SETS - POWER SYSTEMS			
1	Power Systems	Neoprene / Vinyl Dumbbell Storage Rack w/44 Pairs of Premium Neoprene Coated DBs	\$750.69	\$629.99	\$629.99
1	Power Systems	CardioBarbell Standard w/10 Barbell Sets & Storage Rack - 51 in. Bar	\$1,599.99	\$1,499.99	\$1,499.99
		SubTotal			\$2,129.98
		ACCESSORY ITEMS - TAG FITNESS			
2	TAG	TAG 75cm Stability Ball (blue)	\$32.00	\$0.00	\$0.00
2	TAG	TAG 65cm Stability Ball (green)	\$30.00	\$0.00	\$0.00
2	TAG	TAG 55cm Stability Ball (red)	\$28.00	\$0.00	\$0.00
1	TAG	TAG 20lb Deluxe Medicine Ball (11.3" diameter)	\$96.00	\$0.00	\$0.00
1	TAG	TAG 18lb Deluxe Medicine Ball (11.3" diameter)	\$88.00	\$0.00	\$0.00
1	TAG	TAG 15lb Deluxe Medicine Ball (11.3" diameter)	\$80.00	\$0.00	\$0.00
1	TAG	TAG 12lb Deluxe Medicine Ball (11.3" diameter)	\$74.00	\$0.00	\$0.00
1	TAG	TAG 10lb Deluxe Medicine Ball	\$60.00	\$0.00	\$0.00
1	TAG	TAG 8lb Deluxe Medicine Ball (9.1" diameter)	\$56.00	\$0.00	\$0.00
1	TAG	TAG 6lb Deluxe Medicine Ball (9.1" diameter)	\$46.00	\$0.00	\$0.00

Continued On Next Page ...

#### Equipment Lease Option:

Lease this equipment for a low monthly rate of \$4,698.15 for 36 months through our leasing partners.

\*\*Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.



Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
1	TAG	TAG 4lb Deluxe Medicine Ball (7.5" diameter)	\$34.00	\$0.00	\$0.00
1	TAG	TAGLogo25lbRubber Encsd Kettlebell/ChemChrmHndl	\$65.00	\$0.00	\$0.00
1	TAG	TAGLogo20lbRubber Encsd Kettlebell/ChemChrmHndl	\$52.00	\$0.00	\$0.00
1	TAG	TAGLogo15lbRubber Encsd Kettlebell/ChemChrmHndl	\$39.00	\$0.00	\$0.00
1	TAG	TAGLogo12lbRubber Encsd Kettlebell/ChemChrmHndl	\$31.20	\$0.00	\$0.00
1	TAG	TAGLogo10lbRubber Encsd Kettlebell/ChemChrmHndl	\$26.00	\$0.00	\$0.00
1	TAG	TAGLogo8lbRubber Encsd Kettlebell/ChemChrmHndl	\$20.80	\$0.00	\$0.00
1	TAG	TAGLogo5lbRubber Encsd Kettlebell/ChemChrmHndl	\$13.00	\$0.00	\$0.00
1	TAG	TAG 10lb Deluxe Wall Ball	\$90.00	\$0.00	\$0.00
1	TAG	TAG 8lb Deluxe Wall Ball	\$84.00	\$0.00	\$0.00
1	TAG	TAG 6lb Deluxe Wall Ball	\$76.00	\$0.00	\$0.00
1	TAG	TAG 4lb Deluxe Wall Ball	\$72.00	\$0.00	\$0.00
1	TAG	TAG 10' 1-1/2" Black PolyDacron Battle Rope with Heat Shrink Grips	\$0.00	\$0.00	\$0.00
1	TAG	TAG 25lb Rubber HEX Dumbbell (Pair)	\$100.00	\$0.00	\$0.00
1	TAG	TAG 20lb Rubber HEX Dumbbell (Pair)	\$80.00	\$0.00	\$0.00
1	TAG	TAG 15lb Rubber HEX Dumbbell (Pair)	\$60.00	\$0.00	\$0.00
1	TAG	TAG 12lb Rubber HEX Dumbbell (Pair)	\$48.00	\$0.00	\$0.00
1	TAG	TAG 10lb Rubber HEX Dumbbell (Pair)	\$40.00	\$0.00	\$0.00
1	TAG	TAG 8lb Rubber HEX Dumbbell (Pair)	\$32.00	\$0.00	\$0.00
1	TAG	TAG 5lb Rubber HEX Dumbbell (Pair)	\$20.00	\$0.00	\$0.00
1	TAG	TAG 3lb Rubber HEX Dumbbell (Pair)	\$12.00	\$0.00	\$0.00
1	TAG	TAG Soft Plyo Box 3	\$398.00	\$249.99	\$249.99
		SubTotal			\$249.99
		Accessory Items - Other			
1	EVERLAST	70LB LEATHER HEAVY BAG	\$249.99	\$199.99	\$199.99
2	TRX	TRX Comrcial Suspnsn Trainr v4 rubr hndles/locking carbiner	\$209.95	\$169.99	\$339.98
		SubTotal			\$539.97
1	SOFITCO	SOFITCO - DELIVERY & INSTALLATION	\$0.00	\$5,875.00	\$5,875.00
		No Sales Tax - Tax Exempt*			

Exclusive Life Fitness Features > Wireless Internet Connectivity that enables access to:

- LFconnect Digital Solutions: detailed equipment usage data and ability to customize the console screen image, TV channels, and up to 5 product speed and resistance levels.
- LFconnectTM Protect: digital service allows Life Fitness to proactively monitor equipment and alerts about issues or preventive maintenance needs > Exerciser personalization via LFconnect Exerciser App:
- Integration with popular fitness apps
- Customized exerciser workouts
- Replay exerciser's favorite GPS workout (time, distance, incline)
- Track workouts via QR Code or Bluetooth/NFC proximity login > DX3TM Belt and Deck System > Premium FlexDeckTM Shock Absorption System featuring 8 large LifespringTM shock absorbers > Heart Rate Monitoring: LifepulseTM hand sensors with digital heart rate monitoring and Polar® telemetry (chest strap required)

PRICES ON THIS QUOTE ARE VALID FOR 30 DAYS BUT TAX RATE MAY VARY ON FINAL INVOICE DEPENDING ON INSTALL LOCATION. CANCELLATIONS SUBJECT TO A 20% RESTOCKING FEE AND FORFEITURE OF DEPOSIT. ALL EQUIPMENT COVERED BY MANUFACTURER'S WARRANTY. DELIVERIES PROVIDED BY SOFITCO AUTHORIZED INSTALLERS. PROPERTY REMAINS PROPERTY OF SOFITCO UNTIL PAID IN FULL. LEAD TIMES: CARDIO: 4-6 WEEKS. STRENGTH: 6-8 WEEKS FROM THE DATE DEPOSIT AND SIGNED INVOICE HAVE BOTH BEEN RECEIVED. CUSTOMER IS RESPONSIBLE FOR PROPER ELECTRICAL & NETWORKING REQUIREMENTS.

I accept the terms and conditions of this order:

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

#### Equipment Lease Option:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Lease this equipment for a low monthly rate of **\$4,698.15** for 36 months through our leasing partners.

\*\*Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.

<b>SubTotal</b>	\$138,638.66
<b>Freight</b>	\$4,903.94
<b>Sales Tax</b>	\$0.00

<b>Total</b>	<b>\$143,542.60</b>
<b>Deposit Paid</b>	0.00
<b>Amount Due</b>	\$143,542.60



# QUOTE

Number: F071804M

Date: Jul 2, 2018

For questions, please call  
your Sales Rep:

Mark Smilek  
904-521-8775

2166 W CO. HWY 30A , Suite D, Santa Rosa Beach FL 32459

## Sold To

**GMS - C/O Meadow View at Twin Creeks**  
Ernesto Torres  
475 W. Town Place,  
St. Augustine, FL 32902

**Phone** 904-940-5850  
**Fax**

## Ship To

**Beacon Lake Amenity Center**  
Ernesto Torres  
475 W. Town Place,  
St. Augustine, FL 32902

**Phone** 904-940-5850  
**Fax**

Salesperson		P.O. Number	Installer	Terms	
Mark Smilek			PARTNER	50% down / net Install	
Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
		CARDIO - LIFE FITNESS DISCOVER SE3 HD - EMBEDDED 1080p HD TOUCH SCREEN INTERNET BROWSING, APPS, VIRTUAL LIFESCAPE COURSES, CUSTOM SCREENS & CUSTOM MARKETING			
		INTEGRITY BASE - Exclusive Deluxe (D) Base			
3	Life Fitness	Integrity DSE3HD Treadmill - Arctic Silver 21" console	\$10,999.00	\$8,665.99	\$25,997.97
2	Life Fitness	Integrity DSE3HD Cross-Trainer - Arctic Silver 16" console	\$8,899.00	\$6,999.99	\$13,999.98
1	Life Fitness	Integrity DSE3HD Recumbent Bike - Arctic Silver 16" console	\$6,899.00	\$5,499.99	\$5,499.99
2	Core	StairMaster 8 Series Gauntlet W/15" STB READY EMBEDD IPTV	\$10,565.00	\$6,999.99	\$13,999.98
1	Life Fitness	LIFE FITNESS TOTAL BODY ARC TRAINER WITH SE3HD CONSOLE	\$10,799.00	\$8,599.99	\$8,599.99
2	Life Fitness	GX Water Rower	\$2,995.00	\$1,749.99	\$3,499.98
		SubTotal			\$71,597.89
		Console Upgrades for Set Top Boxes/IPTV (Optional)			
7	Life Fitness	IPTV TRANSMITTER KIT (Optional Upgrade)	\$366.00	\$349.99	\$2,449.93
7	Life Fitness	Discover SE Console STB-IPTV Upgrade (Optional)	\$357.00	\$299.99	\$2,099.93
		SubTotal			\$4,549.86
		SPINNING BIKES - LIFE FITNESS - ICG SERIES			
3	Life Fitness	GROUP EXERCISE BIKE LF IC4, LF BRND	\$1,699.00	\$999.99	\$2,999.97
		SubTotal			\$2,999.97
		STRENGTH - LIFE FITNESS OPTIMA DUALS - SELECTORIZED			
1	Life Fitness	Optima Biceps/Triceps	\$2,704.00	\$1,899.99	\$1,899.99
1	Life Fitness	Optima Lat Pulldown/Low Row	\$2,818.00	\$1,999.99	\$1,999.99
1	Life Fitness	Optima Smith Machine	\$2,931.00	\$1,999.99	\$1,999.99

Continued On Next Page ...



Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
1	Life Fitness	Optima Multi-Press	\$3,077.00	\$2,149.99	\$2,149.99
1	Life Fitness	Optima Pec Fly/Rear Delt	\$3,190.00	\$2,249.99	\$2,249.99
1	Life Fitness	Optima Leg Extension/Curl	\$3,304.00	\$2,349.99	\$2,349.99
1	Life Fitness	Optima Hip Abductor/Adductor	\$3,514.00	\$2,499.99	\$2,499.99
1	Life Fitness	Optima Leg Press	\$3,304.00	\$2,799.99	\$2,799.99
		SubTotal			\$17,949.92
		FREE WEIGHTS - LIFE FITNESS - SIGNITURE SERIES			
2	Life Fitness	Signature Multi-Adjustable Bench	\$1,273.00	\$979.99	\$1,959.98
1	Life Fitness	Signature Utility Bench	\$582.00	\$449.99	\$449.99
1	Life Fitness	Signature Back Extension	\$1,360.00	\$1,049.99	\$1,049.99
1	Life Fitness	Signature Leg Raise	\$1,435.00	\$1,149.99	\$1,149.99
2	Life Fitness	Signature Two Tier Dumbbell Rack	\$994.00	\$799.99	\$1,599.98
		SubTotal			\$6,209.93
		TAG FITNESS - ULTRATHANE DUMBBELLS 5-100LBS.			
1	TAG	TAG 5lb Premium Ultrathane Dumbbell (pair)	\$38.00	\$29.23	\$29.23
1	TAG	TAG 10lb Premium Ultrathane Dumbbell (pair)	\$76.00	\$58.46	\$58.46
1	TAG	TAG 15lb Premium Ultrathane Dumbbell (pair)	\$114.00	\$87.69	\$87.69
1	TAG	TAG 20lb Premium Ultrathane Dumbbell (pair)	\$152.00	\$116.92	\$116.92
1	TAG	TAG 25lb Premium Ultrathane Dumbbell (pair)	\$190.00	\$146.15	\$146.15
1	TAG	TAG 30lb Premium Ultrathane Dumbbell (pair)	\$228.00	\$175.38	\$175.38
1	TAG	TAG 35lb Premium Ultrathane Dumbbell (pair)	\$266.00	\$204.62	\$204.62
1	TAG	TAG 40lb Premium Ultrathane Dumbbell (pair)	\$304.00	\$233.85	\$233.85
1	TAG	TAG 45lb Premium Ultrathane Dumbbell (pair)	\$342.00	\$263.08	\$263.08
1	TAG	TAG 50lb Premium Ultrathane Dumbbell (pair)	\$380.00	\$292.31	\$292.31
1	TAG	TAG 55lb Premium Ultrathane Dumbbell (pair)	\$418.00	\$321.54	\$321.54
1	TAG	TAG 60lb Premium Ultrathane Dumbbell (pair)	\$456.00	\$350.77	\$350.77
1	TAG	TAG 65lb Premium Ultrathane Dumbbell (pair)	\$494.00	\$380.00	\$380.00
1	TAG	TAG 70lb Premium Ultrathane Dumbbell (pair)	\$532.00	\$409.23	\$409.23
1	TAG	TAG 75lb Premium Ultrathane Dumbbell (pair)	\$570.00	\$438.46	\$438.46
1	TAG	TAG 80lb Premium Ultrathane Dumbbell (pair)	\$608.00	\$467.69	\$467.69
1	TAG	TAG 85lb Premium Ultrathane Dumbbell (pair)	\$646.00	\$496.92	\$496.92
1	TAG	TAG 90lb Premium Ultrathane Dumbbell (pair)	\$684.00	\$526.15	\$526.15
1	TAG	TAG 95lb Premium Ultrathane Dumbbell (pair)	\$722.00	\$555.38	\$555.38
1	TAG	TAG 100lb Premium Ultrathane Dumbbell (pair)	\$760.00	\$584.62	\$584.62
		TAG 8 Sided Ultrathane Dumbbells Available (same price)			
		SubTotal			\$6,138.45
		TAG CUSTOM LOGO DUMBBELLS			
1	TAG	TAG Custom Artwork Set Up Fee	\$1,000.00	\$499.99	\$499.99
		SubTotal			\$499.99
		TAG FITNESS - ROUND URETHANE OLYMPIC PLATES			
4	TAG	TAG 45lb Ultrathane Olympic Plate	\$158.00	\$109.29	\$437.16

Continued On Next Page ...

#### Equipment Lease Option:

Lease this equipment for a low monthly rate of  for 36 months through our leasing partners.

\*\*Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.

Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
2	TAG	TAG 35lb Ultrathane Olympic Plate	\$122.00	\$83.82	\$167.64
4	TAG	TAG 25lb Ultrathane Olympic Plate	\$86.00	\$59.86	\$239.44
4	TAG	TAG 10lb Ultrathane Olympic Plate	\$34.00	\$23.95	\$95.80
4	TAG	TAG 5lb Ultrathane Olympic Plate	\$17.00	\$11.98	\$47.92
2	TAG	TAG 2.5lb Ultrathane Olympic Plate	\$9.00	\$5.90	\$11.80
		SubTotal			\$999.76
		WELLBEATS - VIRTUAL GROUP FITNESS			
1	Wellbeats	TV Package: 70" TV + Sound bar + Mount	\$2,699.00	\$2,949.00	\$2,949.00
1	Wellbeats	WELLBEATS 22" Interactive Touchscreen includes cable(s) & mount	\$2,799.00	\$2,799.00	\$2,799.00
1	Wellbeats	Standard Kiosk Solution Install: Kiosk + TV Package	\$1,299.00	\$1,299.00	\$1,299.00
1	Wellbeats	TV Package Shipping	\$99.00	\$99.00	\$99.00
1	Wellbeats	WELLBEATS Interactive Touchscreen Shipping	\$99.99	\$99.99	\$99.99
		Hard Wired Internet Required			
		Wellbeats - Subscription Required - Seperate Billing - PLUS Package Recommended			
		SubTotal			\$7,245.99
		GYM RAX FUNCTIONAL STORAGE			
1	GYM RAX	TRIPLE BAY SUSPENSION Includes: (1) Suspension Bay, (2) Suspension Post, (2) Pull-up/Monkey Bar w/ FM Flange, (1) Pull-up Bar Deluxe, (4) Freedom Mounts, (2) Freedom Mount End Plates	\$6,336.00	\$5,349.99	\$5,349.99
1	GYM RAX	RAX, GROUP 6 STORAGE Includes: (1) Rax, Channel Single sided, (1) Rax, Stability Ball, (1) Rax, Med Ball, (1) Wall Ball, (1) Free Weight	\$1,645.00	\$1,399.99	\$1,399.99
1	GYM RAX	RAX, GROUP 14 STORAGE Includes: (1) Rax, Channel Set Single-Sided, (1) Rax, Stability Ball, (1) Rax, Universal, (2) Rax, Free Weight, & (1) Rax, Bins	\$2,104.00	\$1,799.99	\$1,799.99
1	GYM RAX	RAX, GROUP 15 STORAGE Includes: (1) Rax, Channel Set Single-Sided, (1) Rax, Stability Ball, (1) Rax, Med Ball, & (2) Rax, Free Weight	\$1,725.00	\$1,449.99	\$1,449.99
		Custom Logo Signage - Optional (ask for details)			
		SubTotal			\$9,999.96
		STUDIO SETS - POWER SYSTEMS			
1	Power Systems	Neoprene / Vinyl Dumbbell Storage Rack w/44 Pairs of Premium Neoprene Coated DBs	\$750.69	\$629.99	\$629.99
1	Power Systems	CardioBarbell Standard w/10 Barbell Sets & Storage Rack - 51 in. Bar	\$1,599.99	\$1,499.99	\$1,499.99
		SubTotal			\$2,129.98
		ACCESSORY ITEMS - TAG FITNESS			
2	TAG	TAG 75cm Stability Ball (blue)	\$32.00	\$0.00	\$0.00
2	TAG	TAG 65cm Stability Ball (green)	\$30.00	\$0.00	\$0.00
2	TAG	TAG 55cm Stability Ball (red)	\$28.00	\$0.00	\$0.00
1	TAG	TAG 20lb Deluxe Medicine Ball (11.3" diameter)	\$96.00	\$0.00	\$0.00
1	TAG	TAG 18lb Deluxe Medicine Ball (11.3" diameter)	\$88.00	\$0.00	\$0.00
1	TAG	TAG 15lb Deluxe Medicine Ball (11.3" diameter)	\$80.00	\$0.00	\$0.00
1	TAG	TAG 12lb Deluxe Medicine Ball (11.3" diameter)	\$74.00	\$0.00	\$0.00
1	TAG	TAG 10lb Deluxe Medicine Ball	\$60.00	\$0.00	\$0.00
1	TAG	TAG 8lb Deluxe Medicine Ball (9.1" diameter)	\$56.00	\$0.00	\$0.00
1	TAG	TAG 6lb Deluxe Medicine Ball (9.1" diameter)	\$46.00	\$0.00	\$0.00

Continued On Next Page ...

#### Equipment Lease Option:

Lease this equipment for a low monthly rate of \$4,644.08 for 36 months through our leasing partners.

\*\*Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.

Qty	Manufacturer	Description	List Price	Unit Price	Ext. Price
1	TAG	TAG 4lb Deluxe Medicine Ball (7.5" diameter)	\$34.00	\$0.00	\$0.00
1	TAG	TAGLogo25lbRubber Encsd Kettlebell/ChemChrmHndl	\$65.00	\$0.00	\$0.00
1	TAG	TAGLogo20lbRubber Encsd Kettlebell/ChemChrmHndl	\$52.00	\$0.00	\$0.00
1	TAG	TAGLogo15lbRubber Encsd Kettlebell/ChemChrmHndl	\$39.00	\$0.00	\$0.00
1	TAG	TAGLogo12lbRubber Encsd Kettlebell/ChemChrmHndl	\$31.20	\$0.00	\$0.00
1	TAG	TAGLogo10lbRubber Encsd Kettlebell/ChemChrmHndl	\$26.00	\$0.00	\$0.00
1	TAG	TAGLogo8lbRubber Encsd Kettlebell/ChemChrmHndl	\$20.80	\$0.00	\$0.00
1	TAG	TAGLogo5lbRubber Encsd Kettlebell/ChemChrmHndl	\$13.00	\$0.00	\$0.00
1	TAG	TAG 10lb Deluxe Wall Ball	\$90.00	\$0.00	\$0.00
1	TAG	TAG 8lb Deluxe Wall Ball	\$84.00	\$0.00	\$0.00
1	TAG	TAG 6lb Deluxe Wall Ball	\$76.00	\$0.00	\$0.00
1	TAG	TAG 4lb Deluxe Wall Ball	\$72.00	\$0.00	\$0.00
1	TAG	TAG 10' 1-1/2" Black PolyDacron Battle Rope with Heat Shrink Grips	\$0.00	\$0.00	\$0.00
1	TAG	TAG 25lb Rubber HEX Dumbbell (Pair)	\$100.00	\$0.00	\$0.00
1	TAG	TAG 20lb Rubber HEX Dumbbell (Pair)	\$80.00	\$0.00	\$0.00
1	TAG	TAG 15lb Rubber HEX Dumbbell (Pair)	\$60.00	\$0.00	\$0.00
1	TAG	TAG 12lb Rubber HEX Dumbbell (Pair)	\$48.00	\$0.00	\$0.00
1	TAG	TAG 10lb Rubber HEX Dumbbell (Pair)	\$40.00	\$0.00	\$0.00
1	TAG	TAG 8lb Rubber HEX Dumbbell (Pair)	\$32.00	\$0.00	\$0.00
1	TAG	TAG 5lb Rubber HEX Dumbbell (Pair)	\$20.00	\$0.00	\$0.00
1	TAG	TAG 3lb Rubber HEX Dumbbell (Pair)	\$12.00	\$0.00	\$0.00
1	TAG	TAG Soft Plyo Box 3	\$398.00	\$249.99	\$249.99
		SubTotal			\$249.99
		Accessory Items - Other			
1	EVERLAST	70LB LEATHER HEAVY BAG	\$249.99	\$199.99	\$199.99
2	TRX	TRX Comrcial Suspnsn Trainr v4 rubr hndles/locking carbiner	\$209.95	\$169.99	\$339.98
		SubTotal			\$539.97
1	SOFITCO	SOFITCO - DELIVERY & INSTALLATION	\$0.00	\$5,875.00	\$5,875.00
		No Sales Tax - Tax Exempt*			

Exclusive Life Fitness Features > Wireless Internet Connectivity that enables access to:

- LFconnect Digital Solutions: detailed equipment usage data and ability to customize the console screen image, TV channels, and up to 5 product speed and resistance levels.
- LFconnectTM Protect: digital service allows Life Fitness to proactively monitor equipment and alerts about issues or preventive maintenance needs > Exerciser personalization via LFconnect Exerciser App:
- Integration with popular fitness apps
- Customized exerciser workouts
- Replay exerciser's favorite GPS workout (time, distance, incline)
- Track workouts via QR Code or Bluetooth/NFC proximity login > DX3TM Belt and Deck System > Premium FlexDeckTM Shock Absorption System featuring 8 large LifespringTM shock absorbers > Heart Rate Monitoring: LifepulseTM hand sensors with digital heart rate monitoring and Polar® telemetry (chest strap required)

PRICES ON THIS QUOTE ARE VALID FOR 30 DAYS BUT TAX RATE MAY VARY ON FINAL INVOICE DEPENDING ON INSTALL LOCATION. CANCELLATIONS SUBJECT TO A 20% RESTOCKING FEE AND FORFEITURE OF DEPOSIT. ALL EQUIPMENT COVERED BY MANUFACTURER'S WARRANTY. DELIVERIES PROVIDED BY SOFITCO AUTHORIZED INSTALLERS. PROPERTY REMAINS PROPERTY OF SOFITCO UNTIL PAID IN FULL. LEAD TIMES: CARDIO: 4-6 WEEKS. STRENGTH: 6-8 WEEKS FROM THE DATE DEPOSIT AND SIGNED INVOICE HAVE BOTH BEEN RECEIVED. CUSTOMER IS RESPONSIBLE FOR PROPER ELECTRICAL & NETWORKING REQUIREMENTS.

I accept the terms and conditions of this order:

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

#### Equipment Lease Option:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Lease this equipment for a low monthly rate of **\$4,644.08** for 36 months through our leasing partners.

\*\*Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.

<b>SubTotal</b>	\$136,986.66
<b>Freight</b>	\$4,903.94
<b>Sales Tax</b>	\$0.00

<b>Total</b>	<b>\$141,890.60</b>
<b>Deposit Paid</b>	0.00
<b>Amount Due</b>	\$141,890.60



# QUOTE

Number: F071836M

Date: Jul 2, 2018

For questions, please call  
your Sales Rep:

Mark Smilek  
904-521-8775

2166 W CO. HWY 30A , Suite D, Santa Rosa Beach FL 32459

## Sold To

**GMS - C/O Meadow View at Twin Creek**  
Ernesto Torres  
475 W. Town Place,  
St. Augustine, FL 32902

**Phone** 904-940-5850

**Email** etorres@gmsnf.com

**Fax**

## Ship To

**Beacon Lake Amenity Center**  
Ernesto Torres  
475 W. Town Place,  
St. Augustine, FL 32902

**Phone** 904-940-5850

**Email** etorres@gmsnf.com

**Fax**

Salesperson	P.O. Number	Installer	Terms
Mark Smilek		PARTNER	50% down / net Install

Line	Qty	Manufacturer	Description	Unit Price	Ext. Price
1	2,032	US Rubber	8mm Rubber Roll, 20% Color - \$4.99 per sq ft.	\$4.99	\$10,139.68
2			5.0% Discount - Equipment purchase discount!		-\$506.98
3	5	US Rubber	Survivor Grip Adhesive, 4 Gallon	\$199.99	\$999.95
4	1	SOFITCO	SOFITCO - DELIVERY & INSTALLATION - INCLUDED	\$0.00	\$0.00
5			No Sales Tax - Tax Exempt*		

Middle Area: 12' x 36' = 3 - 4' x 37' = 444sf

Right Side Fitness Area: 25' x 32' = 7 - 4' x 33' = 924sf

Far Right Hall Way Lower: 6' x 16' = 4 - 4' x 7' = 112sf

Left Side Weight Room Area: 21' x 22' = 6 - 4' x 23' = 552sf

Total SF: 2032sf With Min Cutting Waist

See floor plan for detail and reference.

PRICES ON THIS QUOTE ARE VALID FOR 30 DAYS BUT TAX RATE MAY VARY ON FINAL INVOICE DEPENDING ON INSTALL LOCATION. CANCELLATIONS SUBJECT TO A 20% RESTOCKING FEE AND FORFEITURE OF DEPOSIT. ALL EQUIPMENT COVERED BY MANUFACTURER'S WARRANTY. DELIVERIES PROVIDED BY SOFITCO AUTHORIZED INSTALLERS. PROPERTY REMAINS PROPERTY OF SOFITCO UNTIL PAID IN FULL. LEAD TIMES: CARDIO: 4-6 WEEKS. STRENGTH: 6-8 WEEKS FROM THE DATE DEPOSIT AND SIGNED INVOICE HAVE BOTH BEEN RECEIVED. CUSTOMER IS RESPONSIBLE FOR PROPER ELECTRICAL & NETWORKING REQUIREMENTS.

**I accept the terms and conditions of this order:**

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SubTotal** \$10,632.65

**Freight** \$698.38

**Sales Tax** \$0.00

**Total** **\$11,331.03**

**Deposit Paid** 0.00

**Amount Due** \$11,331.03

## Equipment Lease Option:

Lease this equipment for an estimated low monthly rate of **\$379.02** for 36 months through our leasing partners.

\*\*Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.

## *TENTH ORDER OF BUSINESS*

*B.*

**MEADOW VIEW AT TWIN CREEKS CDD****2016 SPECIAL ASSESSMENT BONDS  
(2016 PROJECT)  
REQUISITION SUMMARY  
July 19, 2018****2016B SPECIAL ASSESSMENT BONDS (2016 PROJECT) REQUISITIONS**

<u>Date of Requisition</u>	<u>Req #</u>	<u>Payee</u>	<u>Reference</u>	<u>Requisition Amount</u>
<b>TO BE APPROVED</b>				
7/19/2018	176	Basham Lucas	Beacon Lake Design Services - Invoice 7498	\$2,306.70
7/19/2018	177	Mailbox Specialist	Mailboxes - Invoice 18784	\$17,950.00
7/19/2018	178	Environmental Services, Inc.	Protected Tree & Credit Tree Inventory - Invoice 95831	\$8,500.00
7/19/2018	179	West Orange Nurseries, Inc.	Monthly Lawn Maintenance - May - Invoice 11443	\$16,533.31
7/19/2018	180	Hughes Brothers Construction, Inc.	Contractor Application for Payment #20 - Beacon Lake Phase 1	\$63,813.42
<b>Requisitions to be Approved-2016B Special Assessment Bonds (2016 Project)</b>				<b>\$109,103.43</b>
<b>TOTAL REQUISITIONS TO BE APPROVED July 19, 2018</b>				<b>\$109,103.43</b>

## *ELEVENTH ORDER OF BUSINESS*



*A.*

*Meadow View at Twin Creeks*  
*Community Development District*

*Unaudited Financial Statements*  
*as of*  
*June 30, 2018*

*Meadow View at Twin Creeks*  
*Community Development District*  
*Combined Balance Sheet*  
June 30, 2018

	<u>General</u>	<u>Debt Service</u>	<u>Capital Project</u>	<u>Totals</u>
<b><u>Assets:</u></b>				
Cash	\$15,210	---	---	\$15,210
Investments:				
<b>Series 2016 A1 &amp; A2</b>				
Reserve A1	---	\$133,156	---	\$133,156
Reserve A2	---	\$114,483	---	\$114,483
Capitalized Interest A1	---	\$409	---	\$409
Capitalized Interest A2	---	\$0	---	\$0
Revenue A1	---	\$38,549	---	\$38,549
Revenue A2	---	\$23,607	---	\$23,607
Prepayment A1	---	\$1,055,266	---	\$1,055,266
Construction	---	---	\$199	\$199
COI	---	---	---	\$0
<b>Series 2016 B</b>				
Reserve	---	\$282,981	---	\$282,981
Capitalized Interest	---	\$738	---	\$738
Construction	---	---	\$1,993,204	\$1,993,204
COI	---	---	---	\$0
Due From Developer	\$17,467	---	---	\$17,467
Prepaid Expenses	\$1,580	\$0	---	\$1,580
<b>Total Assets</b>	<u>\$34,257</u>	<u>\$1,649,190</u>	<u>\$1,993,403</u>	<u>\$3,676,850</u>
<b><u>Liabilities:</u></b>				
Accounts Payable	\$4,653	---	---	\$4,653
<b>Fund Balances:</b>				
Nonspendable	\$1,580	\$0	\$0	\$1,580
Restricted for Capital Projects	\$0	\$0	\$1,993,403	\$1,993,403
Restricted for Debt Service	\$0	\$1,649,190	\$0	\$1,649,190
Unassigned	\$28,024	\$0	\$0	\$28,024
<b>Total Liabilities &amp; Fund Equity</b>	<u>\$34,257</u>	<u>\$1,649,190</u>	<u>\$1,993,403</u>	<u>\$3,676,850</u>

# Meadow View at Twin Creeks

## Community Development District

### GENERAL FUND

#### Statement of Revenues & Expenditures

For The Period Ending June 30, 2018

	<i>Adopted Budget</i>	<i>Prorated Thru 6/30/18</i>	<i>Actual Thru 6/30/18</i>	<i>Variance</i>
<b><u>REVENUES:</u></b>				
<i>Developer Contributions/Assessments</i>	\$402,012	\$98,579	\$98,579	\$0
<b><i>TOTAL REVENUES</i></b>	<b>\$402,012</b>	<b>\$98,579</b>	<b>\$98,579</b>	<b>\$0</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
<i>Engineering</i>	\$12,000	\$12,000	\$19,106	(\$7,106)
<i>Attorney Fees</i>	\$30,000	\$2,500	\$3,378	(\$878)
<i>Dissemination</i>	\$5,000	\$3,750	\$4,250	(\$500)
<i>Annual Audit</i>	\$4,000	\$0	\$0	\$0
<i>Arbitrage</i>	\$1,200	\$0	\$0	\$0
<i>Trustee Fees</i>	\$10,000	\$8,333	\$7,902	\$432
<i>Management Fees</i>	\$45,000	\$33,750	\$33,750	\$0
<i>Information Technology</i>	\$2,000	\$1,500	\$1,500	(\$0)
<i>Telephone</i>	\$250	\$188	\$116	\$71
<i>Postage</i>	\$1,000	\$750	\$150	\$600
<i>Insurance</i>	\$5,250	\$5,250	\$5,610	(\$360)
<i>Printing and Binding</i>	\$4,000	\$1,667	\$999	\$668
<i>Legal Advertising</i>	\$3,000	\$2,000	\$1,089	\$912
<i>Other Current Charges</i>	\$500	\$375	\$209	\$166
<i>Office Supplies</i>	\$500	\$375	\$180	\$195
<i>Dues, Licenses &amp; Subscriptions</i>	\$175	\$175	\$175	\$0
<b><i>TOTAL ADMINISTRATIVE</i></b>	<b>\$123,875</b>	<b>\$72,613</b>	<b>\$78,413</b>	<b>(\$5,801)</b>
<i>Hydrology Quality/Mitigation</i>	\$6,400	\$4,800	\$0	\$4,800
<i>Electric</i>	\$0	\$0	\$1,568	(\$1,568)
<i>Landscape Maintenance</i>	\$100,000	\$75,000	\$0	\$75,000
<i>Landscape Contingency</i>	\$30,000	\$22,500	\$0	\$22,500
<i>Lake Maintenance</i>	\$12,000	\$9,000	\$0	\$9,000
<i>Grounds Maintenance</i>	\$12,000	\$9,000	\$0	\$9,000
<i>Pump Repairs</i>	\$2,500	\$1,875	\$0	\$1,875
<i>Streetlight Repairs</i>	\$5,000	\$3,750	\$0	\$3,750
<i>Irrigation Repairs</i>	\$7,500	\$5,625	\$0	\$5,625
<i>Miscellaneous</i>	\$5,000	\$3,750	\$0	\$3,750
<i>Contingency</i>	\$97,737	\$73,303	\$0	\$73,303
<b><i>TOTAL ADMINISTRATIVE</i></b>	<b>\$278,137</b>	<b>\$208,603</b>	<b>\$1,568</b>	<b>\$207,035</b>
<b><i>TOTAL EXPENDITURES</i></b>	<b>\$402,012</b>	<b>\$281,215</b>	<b>\$79,981</b>	<b>\$201,234</b>
<b><i>EXCESS REVENUES (EXPENDITURES)</i></b>	<b>\$0</b>		<b>\$18,598</b>	
<b><i>FUND BALANCE - Beginning</i></b>	<b>\$0</b>		<b>\$11,007</b>	
<b><i>FUND BALANCE - Ending</i></b>	<b>\$0</b>		<b>\$29,605</b>	

*Meadow View at Twin Creeks*  
**Community Development District**  
*General Fund*  
 Month By Month Income Statement  
 Fiscal Year 2018

	October	November	December	January	February	March	April	May	June	Total
<b><u>Revenues:</u></b>										
Developer Contributions/Assessments	\$8,202	\$4,980	\$6,747	\$20,253	\$2,301	\$10,394	\$7,780	\$10,356	\$27,565	\$98,579
<b>Total Revenues</b>	<b>\$8,202</b>	<b>\$4,980</b>	<b>\$6,747</b>	<b>\$20,253</b>	<b>\$2,301</b>	<b>\$10,394</b>	<b>\$7,780</b>	<b>\$10,356</b>	<b>\$27,565</b>	<b>\$98,579</b>
<b><u>Expenditures:</u></b>										
<b><u>Administrative</u></b>										
Engineering	\$1,988	\$6,319	\$2,220	\$555	\$0	\$8,025	\$0	\$0	\$0	\$19,106
Attorney Fees	\$301	\$452	\$220	\$1,200	\$1,205	\$0	\$0	\$0	\$0	\$3,378
Dissemination	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$917	\$417	\$4,250
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$7,902	\$0	\$0	\$0	\$0	\$0	\$0	\$7,902
Management Fees	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$33,750
Information Technology	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$1,500
Telephone	\$27	\$0	\$0	\$0	\$35	\$7	\$9	\$19	\$19	\$116
Postage	\$21	\$23	\$1	\$3	\$54	\$0	\$47	\$0	\$1	\$150
Insurance	\$5,610	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,610
Printing and Binding	\$221	\$156	\$90	\$92	\$132	\$74	\$6	\$104	\$125	\$999
Legal Advertising	\$80	\$453	\$81	\$80	\$85	\$76	\$76	\$81	\$76	\$1,089
Other Current Charges	\$45	\$23	\$0	\$25	\$22	\$25	\$23	\$24	\$23	\$209
Office Supplies	\$15	\$15	\$33	\$25	\$21	\$13	\$24	\$18	\$18	\$180
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Administrative</b>	<b>\$12,817</b>	<b>\$11,774</b>	<b>\$14,881</b>	<b>\$6,311</b>	<b>\$5,888</b>	<b>\$12,553</b>	<b>\$4,518</b>	<b>\$5,077</b>	<b>\$4,594</b>	<b>\$78,413</b>
Hydrology Quality/Mitigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$0	\$0	\$0	\$0	\$0	\$50	\$400	\$620	\$498	\$1,568
Landscape Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pump Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Streetlight Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Administrative</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50</b>	<b>\$400</b>	<b>\$620</b>	<b>\$498</b>	<b>\$1,568</b>
<b>Total Expenses</b>	<b>\$12,817</b>	<b>\$11,774</b>	<b>\$14,881</b>	<b>\$6,311</b>	<b>\$5,888</b>	<b>\$12,603</b>	<b>\$4,918</b>	<b>\$5,697</b>	<b>\$5,092</b>	<b>\$79,981</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$4,615)</b>	<b>(\$6,794)</b>	<b>(\$8,133)</b>	<b>\$13,942</b>	<b>(\$3,587)</b>	<b>(\$2,209)</b>	<b>\$2,862</b>	<b>\$4,659</b>	<b>\$22,472</b>	<b>\$18,598</b>

*Meadow View at Twin Creeks  
Community Development District  
Funding Requests*

<i>Funding Request #</i>	<i>Date of Request</i>	<i>Check Date Received Developer</i>	<i>Check Amount Developer</i>	<i>Requested Funding Amount FY 2017</i>	<i>Requested Funding Amount FY 2018</i>	<i>Balance Due From Developer</i>
17	9/7/17	10/25/17	\$4,680.67	\$4,680.67	\$5,610.00	\$0.00
18	10/11/17	11/15/17	\$18,604.64	\$13,987.40	\$4,617.24	\$0.00
19	11/7/17	12/14/17	\$7,652.98	\$2,871.22	\$4,781.76	\$0.00
20	12/14/17	1/19/18	\$8,640.92	\$1,440.45	\$7,200.47	\$0.00
21	1/10/18	2/2/18	\$20,253.47		\$20,253.47	\$0.00
22	2/5/18	3/26/18	\$6,876.84		\$6,876.84	\$0.00
23	5/5/18	4/20/18	\$5,818.30		\$5,818.30	\$0.00
24	4/5/18	6/7/18	\$5,618.75		\$5,618.75	\$0.00
25	5/4/18				\$12,555.05	(\$12,555.05)
26	5/9/18				\$4,912.17	(\$4,912.17)
TOTAL			\$139,657.26	\$95,222.67	\$78,244.05	(\$17,467.22)

# Meadow View at Twin Creeks

## Community Development District

### *Debt Service Fund Series 2016 B*

#### *Statement of Revenues & Expenditures*

*For The Period Ending June 30,2018*

<i>Adopted Budget</i>	<i>Prorated Thru 6/30/18</i>	<i>Actual Thru 6/30/18</i>	<i>Variance</i>
---------------------------	----------------------------------	--------------------------------	-----------------

#### **REVENUES:**

<i>Interest Income</i>	\$600	\$600	\$546	(\$54)
<i>Special Assessments - 2016 B</i>	\$564,300	\$282,150	\$282,150	\$0
<i>Special Assessments - Prepayments</i>	\$0	\$0	\$0	\$0

#### ***TOTAL REVENUES***

\$564,900	\$282,750	\$282,696	(\$54)
-----------	-----------	-----------	--------

#### **EXPENDITURES:**

<i>Interest Expense - 11/01</i>	\$282,150	\$282,150	\$282,150	\$0
<i>Interest Expense - 05/01</i>	\$282,150	\$282,150	\$282,150	\$0
<i>Principal Expense - 05/01</i>	\$0	\$0	\$0	\$0

#### ***TOTAL EXPENDITURES***

\$564,300	\$564,300	\$564,300	\$0
-----------	-----------	-----------	-----

#### **OTHER SOURCES/(USES)**

<i>Interfund Transfer In/(Out)</i>	\$0	\$0	\$445	\$445
<i>Bond Proceeds</i>	\$0	\$0	\$0	\$0

#### ***TOTAL OTHER SOURCES AND USES***

\$0	\$0	\$445	\$445
-----	-----	-------	-------

#### ***EXCESS REVENUES (EXPENDITURES)***

\$600	(\$281,159)
-------	-------------

#### ***FUND BALANCE - Beginning***

\$0	\$564,878
-----	-----------

#### ***FUND BALANCE - Ending***

\$600	\$283,719
-------	-----------

# Meadow View at Twin Creeks

## Community Development District

### *Debt Service Fund Series 2016 A1 & A2*

#### *Statement of Revenues & Expenditures*

*For The Period Ending June 30, 2018*

<i>Adopted Budget</i>	<i>Prorated Thru 6/30/18</i>	<i>Actual Thru 6/30/18</i>	<i>Variance</i>
---------------------------	----------------------------------	--------------------------------	-----------------

#### **REVENUES:**

<i>Interest Income</i>	\$600	\$600	\$1,181	\$581
<i>Special Assessments - 2016 A1</i>	\$443,376	\$304,606	\$304,606	\$0
<i>Special Assessments - 2016 A2</i>	\$381,610	\$262,172	\$262,172	\$0
<i>Special Assessments - Prepayments</i>	\$0	\$0	\$2,121,420	\$2,121,420

#### ***TOTAL REVENUES***

\$825,586	\$567,378	\$2,689,379	\$2,122,001
-----------	-----------	-------------	-------------

#### **EXPENDITURES:**

##### **Series 2016 A1**

<i>Interest Expense - 11/01</i>	\$171,375	\$171,375	\$171,375	\$0
<i>Interest Expense - 05/01</i>	\$171,375	\$171,375	\$171,375	\$0
<i>Principal Expense - 05/01</i>	\$100,000	\$100,000	\$100,000	\$0
<i>Principal Expense - 05/01 (Prepayment)</i>	\$0	\$0	\$1,075,000	(\$1,075,000)

##### **Series 2016 A2**

<i>Interest Expense - 11/01</i>	\$156,310	\$156,310	\$156,310	\$0
<i>Interest Expense - 05/01</i>	\$156,310	\$156,310	\$156,310	\$0
<i>Principal Expense - 05/01</i>	\$70,000	\$70,000	\$70,000	\$0

#### ***TOTAL EXPENDITURES***

\$825,370	\$825,370	\$1,900,370	(\$1,075,000)
-----------	-----------	-------------	---------------

#### **OTHER SOURCES/(USES)**

<i>Interfund Transfer In/(Out)</i>	\$0	\$0	\$429	\$429
<i>Bond Proceeds</i>	\$0	\$0	\$0	\$0

#### ***TOTAL OTHER SOURCES AND USES***

\$0	\$0	\$429	\$429
-----	-----	-------	-------

#### ***EXCESS REVENUES (EXPENDITURES)***

\$216	\$789,437
-------	-----------

#### ***FUND BALANCE - Beginning***

\$328,247	\$576,034
-----------	-----------

#### ***FUND BALANCE - Ending***

\$328,463	\$1,365,471
-----------	-------------



*Meadow View at Twin Creeks*  
Community Development District  
*Capital Projects Fund Series 2016 A1 & A2*  
*Statement of Revenues & Expenditures*  
*For The Period Ending June 30,2018*

	Series 2016 A1/A2
<b><u>REVENUES:</u></b>	
Interest Income	\$1,245
<b>TOTAL REVENUES</b>	<b>\$1,245</b>
<b><u>EXPENDITURES:</u></b>	
Capital Outlay	\$3,118,356
Cost of Issuance	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$3,118,356</b>
<b><u>OTHER SOURCES/(USES)</u></b>	
Bond Proceeds	\$0
Interfund Transfer In (Out)	\$429
<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$429</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$3,116,682)</b>
<b>FUND BALANCE - Beginning</b>	<b>\$3,116,881</b>
<b>FUND BALANCE - Ending</b>	<b>\$199</b>

***Meadow View at Twin Creeks***  
***Community Development District***  
***Capital Projects Fund Series 2016 B***  
***Statement of Revenues & Expenditures***  
***For The Period Ending June 30,2018***

Series 2016 B
------------------

**REVENUES:**

Interest Income	\$10,566
-----------------	----------

<b>TOTAL REVENUES</b>	<b>\$10,566</b>
-----------------------	-----------------

**EXPENDITURES:**

Capital Outlay	\$6,320,348
----------------	-------------

Cost of Issuance	\$0
------------------	-----

<b>TOTAL EXPENDITURES</b>	<b>\$6,320,348</b>
---------------------------	--------------------

**OTHER SOURCES/(USES)**

Bond Proceeds	\$0
---------------	-----

Interfund Transfer In (Out)	\$445
-----------------------------	-------

<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$445</b>
-----------------------------------	--------------

<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$6,309,336)</b>
---------------------------------------	----------------------

<b>FUND BALANCE - Beginning</b>	<b>\$8,302,541</b>
---------------------------------	--------------------

<b>FUND BALANCE - Ending</b>	<b>\$1,993,204</b>
------------------------------	--------------------

***Meadow View at Twin Creeks***  
***Community Development District***  
***Long Term Debt Report***

**Series 2016 A1 Special Assessment Bonds**

Interest Rate:	4.5% -5.5%
Maturity Date:	11/1/47
Reserve Fund Definition:	30% of Max Annual Debt Service
Reserve Fund Requirement:	\$133,012.50
Reserve Balance:	\$133,156.17
Bonds outstanding - 10/26/2016	\$6,640,000
Less: May 1, 2017	\$0
Less: May 1, 2018	(\$100,000)
Less: May 1, 2018 (Prepayment)	(\$1,075,000)
Current Bonds Outstanding	\$5,465,000

**Series 2016 A2 Special Assessment Bonds**

Interest Rate:	5.8%%
Maturity Date:	11/1/47
Reserve Fund Definition:	30% of Max Annual Debt Service
Reserve Fund Requirement:	\$114,483.00
Reserve Balance:	\$114,483.00
Bonds outstanding - 10/26/2016	\$5,390,000
Less: May 1, 2017	\$0
Less: May 1, 2018	(\$70,000)
Current Bonds Outstanding	\$5,320,000

**Series 2016 B Special Assessment Bonds**

Interest Rate:	6.00%
Maturity Date:	11/1/26
Reserve Fund Definition:	6 months of Interest
Reserve Fund Requirement:	\$282,150.00
Reserve Balance:	\$282,980.53
Bonds outstanding - 10/26/2016	\$9,405,000
Less: May 1, 2017	\$0
Current Bonds Outstanding	\$9,405,000

*B.*

# Meadow View at Twin Creeks

Community Development District

Funding Request #28

July 11, 2018

PAYEE	GENERAL FUND
<b>1 England Thims &amp; Miller</b> May Professional Services Inv#0187332 6/7/18	\$ 1,424.24
<b>2 Florida Power and Light</b> 411 Beacon Lake Pkwy #LS Inv# 05292018 5/29/18 44 Beacon Lake Pkwy #Pump Inv# 05292018 5/29/18 23 Concave LN #LS Inv# 05292018 05/29/2018 45 Beacon Lake Pkwy #Pump Inv# 05292018 05/29/2018 333 Beacon Lake Pkwy #Pump Inv# 05102018 5/10/18	\$ 11.23 \$ 455.61 \$ 11.23 \$ 0.22 \$ 108.00
<b>3 Governmental Management Services, LLC</b> July Management Fees Inv #30 7/2/18	\$ 4,495.50
<b>4 Hopping Green &amp; Sams</b> May General Counsel Inv #101075 6/25/18	\$ 1,814.43
<b>5 St. Augustine Record</b> Notice of Meetings 5/17 #304247501 5/10/18 Notice of Meetings 6/21 #305166901 6/14/18	\$ 80.78 \$ 76.29
<b>6 West Orange Nurseries, Inc.</b> Monthly Lawn Maintenance Inv#11443 6/22/18	\$ 16,533.31
<b>Total Funding Request</b>	<b>\$ 25,010.84</b>

Please make check payable to:

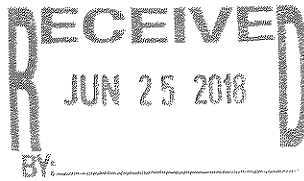
**Meadown View at Twin Creek CDD**  
c/o GMS LLC  
475 West Town Place  
Suite 114  
St. Augustine FL 32092

Signature: \_\_\_\_\_  
Chairman/Vice Chairman

Signature: \_\_\_\_\_  
Secretary/Asst. Secretary



Meadow View at Twin Creeks Community  
Development District  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092



June 7, 2018  
Project No: 17348.00000  
Invoice No: 0187332

Project 17348.00000 Meadow View at Twin Creek CDD - 2017/2018 General Consulting Services (WA#8)

**Professional Services rendered through May 31, 2018**

**Professional Personnel**

		Hours	Rate	Amount	
Project Manager					
Lockwood, Scott	5/5/2018	1.00	178.00	178.00	
Lockwood, Scott	5/19/2018	6.00	178.00	1,068.00	
Administrative Support					
Blair, Shelley	5/5/2018	.75	81.00	60.75	
Blair, Shelley	5/19/2018	2.50	81.00	202.50	
Totals		10.25		1,509.25	
<b>Total Labor</b>					<b>1,509.25</b>

**Expenses**

Delivery / Messenger Svc				18.08	
Permits				-92.00	
<b>Total Expenses</b>		<b>1.15 times</b>		<b>-73.92</b>	<b>-85.01</b>

	Current	Prior	To-Date
Total Billings	1,424.24	11,440.79	12,865.03
Contract Limit			15,000.00
Remaining			2,134.97

**Invoice Total this Period \$1,424.24**

**Outstanding Invoices**

Number	Date	Balance
0186588	2/28/2018	1,804.50
0186875	3/31/2018	2,221.84
0187092	4/30/2018	4,639.93
<b>Total</b>		<b>8,666.27</b>

**Total Now Due \$10,090.51**

**England-Thims & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel: 904-642-8890 • Fax: 904-646-0485  
CA-0002584 LC-0000316



33 0243335

// 277

1120047711287650712+8538821100000000

Please request changes on the back.  
Notes on the front will not be detected.

The amount to be enclosed includes the following condition:

FPL Charge To Balance

\$

B

1804 33

MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DIST.  
475 W TOWN PL STE 1114  
ST AUGUSTINE FL 32092-3649

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
71395-19248	\$11.23	May 29 2018	\$

**Your electric statement**

For: Apr 05 2018 to May 07 2018 (32 days)

Customer name: MEADOW VIEW AT TWIN CREEKS

Service address: 411 BEACON LAKE PKWY # LS

**Account number: 71395-19248**

Statement date: May 07 2018

Next meter reading: Jun 06 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (-)	New charges due by
32.29	32.29 CR	0.00	0.00	11.23	\$11.23	May 29 2018

Meter reading - Meter KJ44784

Current reading 00002  
Previous reading = 00002  
kWh used 0

**Energy usage**  
kWh this month 0  
Service days 32  
kWh per day 0

**\*\*The electric service amount includes the following charges:**

Customer charge: \$10.18

Non-fuel energy charge: \$0.063050 per kWh

Fuel charge: \$0.026110 per kWh

Amount of your last bill 32.29  
Payment received - Thank you 32.29 CR  
Balance before new charges \$0.00

**New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)**

Electric service amount 10.18\*\*  
Gross receipts tax 0.26  
Florida sales tax 0.74  
Discretionary sales surtax 0.05  
Total new charges \$11.23

**Total amount you owe \$11.23**

- Payments received after **May 29, 2018** are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The Florida Public Service Commission is reviewing a routine storm charge adjustment that would apply to your bill beginning in June. To learn more about your energy bill, visit [FPL.com/rates](http://FPL.com/rates).

Please share your account number easily when contacting FPL.

Customer service: 1800337524344

Outside Florida: 1800228633465

To report power outages: 180044CUTLASS (440382443)

Hearing speech impaired: 711 (Relay Service)

Online: [www.FPL.com](http://www.FPL.com)

Print date: May 08 2018



FPL

2 0291335

// 27

11210112709141080000114554000000

Please request changes on the back.  
Notes on the front will not be returned.

The amount enclosed includes the following deduction:  
FPL Case To Balance \$

B

18304 0

MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DIST.  
445 W TOWN PL STE 1114  
ST AUGUSTINE FL 32092-3649

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
17096-40500	\$455.61	May 29 2018	\$

## Your electric statement

For: Apr 05 2018 to May 07 2018 (32 days)

Customer name: MEADOW VIEW AT TWIN CREEKS  
Service address: 44 BEACON LAKE PKWY # PUMP

Account number: 17096-40500

Statement date: May 07 2018  
Next meter reading: Jun 06 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
46.57	46.57 CR	0.00	0.00	455.61	\$455.61	May 29 2018

### Meter reading - Meter ASD5588

Current reading 04646  
Previous reading = 00183  
KWH used 4463

### Energy usage

kWh this month 4463  
Service days 32  
kWh per day 138

### \*\*The electric service amount includes the following charges:

Customer charge: \$10.18  
Fuel: \$118.53  
( \$0.026110 per kWh)  
Non-fuel: \$281.40  
( \$0.063050 per kWh)

Amount of your last bill 46.57  
Payment received - Thank you 46.57 CR  
Balance before new charges \$0.00

### New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount 408.11\*\*  
Storm charge 5.31  
Gross receipts tax 10.60  
Florida sales tax 29.47  
Discretionary sales surtax 2.12  
Total new charges \$455.61

**Total amount you owe \$455.61**

- Payments received after **May 29, 2018** are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The Florida Public Service Commission is reviewing a routine storm charge adjustment that would apply to your bill beginning in June. To learn more about your energy bill, visit [FPL.com/rates](http://FPL.com/rates).

Please have your account number ready when contacting FPL.

Customer service: 1188003752424

Outside Florida: 11880022863345

To report power outages: 1188004011433 (4088243)

Hearing or speech impaired: 711 (Relay Service)

Online at: [www.FPL.com](http://www.FPL.com)

Print date: May 08, 2018



FPL





// 27

13040087823924377320000000

Please request changes on the back.  
Notes on the front will not be detected.

The amount enclosed includes the following donation:  
FPL Cause To Strike \$

B

1304 7



AUTO \*\*RO 9224  
11 021335

MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DIST.  
475 W TOWN PL STE 1104  
ST AUGUSTINE FL 32092-3649

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
08782-39243	\$11.23	May 29 2018	\$

## Your electric statement

For: Apr 05 2018 to May 07 2018 (32 days)

Customer name: MEADOW VIEW AT TWIN CREEKS  
Service address: 23 CONCAVE LN # LS

Account number: 08782-39243

Statement date: May 07 2018  
Next meter reading: Jun 06 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (-)	New charges due by
33.31	33.31 CR	0.00	0.00	11.23	\$11.23	May 29 2018

Meter reading - Meter KJ41139

Current reading 00012  
Previous reading - 00012  
KWh used 0

Energy usage  
KWh this month 0  
Service days 32  
KWh per day 0

\*\*The electric service amount includes the following charges:

Customer charge: \$10.18  
Non-fuel energy charge: \$0.063050 per KWh  
Fuel charge: \$0.026110 per KWh

Amount of your last bill 33.31  
Payment received - Thank you 33.31 CR  
Balance before new charges \$0.00

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount 10.18\*\*  
Gross receipts tax 0.26  
Florida sales tax 0.74  
Discretionary sales surtax 0.05  
Total new charges \$11.23

Total amount you owe \$11.23

- Payments received after **May 29, 2018** are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The Florida Public Service Commission is reviewing a routine storm charge adjustment that would apply to your bill beginning in June. To learn more about your energy bill, visit [FPL.com/rates](http://FPL.com/rates).

MAY 14 2018

Please have your account number ready when contacting FPL.

Customer service: 1880037552434

Outside Florida: 18800228633465

To report power outages: 188004OUTAGE (46868243)

Hearing speech impaired: 711 (Relay Service)

Online at: [www.FPL.com](http://www.FPL.com)

Printed: May 8, 2018





3 017590 / 27 10800 13045165060509122000000000

Please request changes on the back.  
Notes on the front will not be detected.

The amount enclosed includes the following donation:  
FPL Care To Share \$ \_\_\_\_\_

B 8 1304 1

MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DIST.  
475 W TOWN PL STE 114  
ST AUGUSTINE FL 32092-3649

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
51650-60509	\$0.22	May 29 2018	\$

## Your electric statement

Account number: 51650-60509

For: Apr 05 2018 to May 07 2018 (32 days)

Customer name: MEADOW VIEW AT TWIN CREEKS  
Service address: 45 BEACON LAKE PKWY # PUMP

Statement date: May 07 2018  
Next meter reading: Jun 06 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (-)	New charges due by
0.00	216.00 CR	108.00	108.00 CR	108.22	\$0.22	May 29 2018

### Meter reading - Meter ACD7253

Current reading 00723  
Previous reading - 00000  
kWh used 723

**Energy usage**  
kWh this month 723  
Service days 32  
kWh per day 23

### \*\*The electric service amount includes the following charges:

Customer charge: \$10.18  
Fuel: \$18.88  
( \$0.026110 per kWh)  
Non-fuel: \$45.59  
( \$0.063050 per kWh)

Payments received - Thank you 216.00CR  
Additional activity:  
Deposit balance due 108.00  
Balance before new charges \$108.00CR

### New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount 74.65\*\*  
Storm charge 0.86  
Gross receipts tax 1.94  
Florida sales tax 5.39  
Discretionary sales surtax 0.38  
Initial charge 25.00  
Total new charges \$108.22

**Total amount you owe \$0.22**

- We've installed a smart meter on your property and it's ready to give you information--by the month, day and hour--about your energy use. For more information about the benefits, including how the smart meter will be read remotely, visit [www.FPL.com/smartmeter](http://www.FPL.com/smartmeter).
- The Service/Initial Charge is a one-time charge to defray administrative costs required to start your electric service or to make a change to your account at your request.
- As a business customer, you may qualify for a Florida Sales Tax exemption on your electric bill. Call the Florida Department of Revenue at 1-800-352-3671 to determine if you qualify, or visit [www.FPL.com/taxexemption](http://www.FPL.com/taxexemption) for further information.
- The Florida Public Service Commission is reviewing a routine storm charge adjustment that would apply to your bill beginning in June. To learn more about your energy bill, visit [FPL.com/rates](http://FPL.com/rates).

Please have your account number ready when contacting FPL.  
Customer service: 1-800-375-2434  
Outside Florida: 1-800-226-3545  
To report power outages: 1-800-4OUTAGE (468-8243)  
Hearing/speech impaired: 711 (Relay Service)  
Online at: [www.FPL.com](http://www.FPL.com)





/ 28

1304089796050660080100000

✓ **DEPOSIT BILL STATEMENT**

1304 6

AUTO \*\*R0 9224 093643



**PLEASE FILL IN TOTAL AMOUNT PAID**

\$ \_\_\_\_\_

Make check payable to FPL in U.S. funds and mail along with this coupon to:

MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DIST.  
475 W TOWN PL STE 114  
ST AUGUSTINE FL 32092-3649

**FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001**



ACCOUNT NUMBER	ISSUE DATE	CHARGES PAST DUE	AMOUNT DUE
08979-60506	APR 30, 2018	MAY 10, 2018	\$108.00

ENCLOSE TOP PORTION WHEN PAYING BY MAIL WITH CHECK.

Please bring entire bill when paying at a local pay

**CUSTOMER GUARANTEE DEPOSIT CERTIFICATE**

Account Number : 08979-60506

Guarantee Deposit No. : 9632380

Type : COMMERCIAL

Deposit Amount : \$108.00

Service Address : 333 BEACON LAKE PKWY #PUMP

Issue Date : 04-30-2018

MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DIST.  
475 W TOWN PL STE 114

If you have made full payment, please accept our thanks and disregard this notice.

ST AUGUSTINE FL 32092

Please retain this certificate and your receipt or cancelled check when returned by the bank.

**NOT TRANSFERABLE BETWEEN INDIVIDUALS, PARTNERSHIPS OR CORPORATIONS**

This deposit is to secure payment of any amount which may become due the Company by the Customer for service in the Customer's name at any or all premises the Customer may occupy, and may be used as if the Company were the absolute owner thereof.

The terms under which this deposit is made and accepted are:

Interest at the rate of 2% per annum will accrue on security deposits held by the Company 6 months after the deposit is paid. The interest shall be increased to 3% after a period of not less than 23 months of continuous service and a satisfactory payment record has been established for the last 12 months. After the account has been opened for 6 months, it will be reviewed and billed if the initial deposit is less than two months' average billing. After 12 months of continuous service, the deposit may be partially refunded if the deposit amount exceeds the amount of two average billing periods.

If payments are not received by the due date, the account may be subject to a deposit adjustment. The total amount of the deposit shall not exceed charges for two months' average billing.

Any deposit balance, plus interest, if any, remaining after settlement of all indebtedness will be refunded to the Customer.

MAY 08 2018

*Go*



**USEFUL TELEPHONE NUMBERS**  
Customer Service: 1-800-375-2434  
Outside Florida: 1-800-226-3545  
Hearing/Speech Impaired: 711 (Relay Service)

845W.201804

1001 Bradford Way  
Kingston, TN 37763

**Invoice #:** 30  
**Invoice Date:** 7/2/18  
**Due Date:** 7/2/18  
**Case:**  
**P.O. Number:**

**Meadow View at Twin Creeks CDD**  
**475 West Town Place**  
**Suite 114**  
**St. Augustine, FL 32092**

[illegible]

# Hopping Green & Sams

Attorneys and Counselors

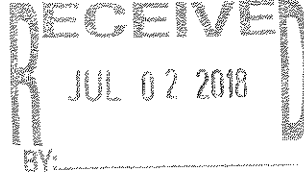
119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

===== STATEMENT =====

June 25, 2018

Meadow View at Twin Creeks Community Development  
District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 101075  
Billed through 05/31/2018



General Counsel

MVTCDD 00001 JLE

**FOR PROFESSIONAL SERVICES RENDERED**

05/07/18	JLE	Follow-up with agency regarding pool operating permit; analyze issue regarding docks; confer with Oliver regarding dock question, and follow-up with bond counsel regarding the same.	0.40 hrs
05/08/18	JLE	Prepare work authorization; email to District Staff regarding the same.	0.60 hrs
05/09/18	KEM	Research status of budget approval resolution; prepare landowner election resolution.	0.60 hrs
05/10/18	JLE	Prepare assignment agreement; email correspondence regarding the same.	0.60 hrs
05/14/18	JLE	Review property records; email correspondence regarding private docks; confer with Taylor regarding the same; confer with Lockwood regarding the same; follow-up with email correspondence.	0.70 hrs
05/15/18	JLE	Follow-up regarding pool operating permit; conference call regarding private docks question; follow-up calls with tax lawyer; email correspondence regarding the same.	1.40 hrs
05/15/18	JAT	Discussion with Vincent regarding approval of proposed pool policies; email to Earlywine regarding same.	0.50 hrs
05/17/18	JLE	Prepare for and attend Board meeting; follow-up regarding the same; review engineer's report; prepare email correspondence to working group regarding the same.	1.80 hrs
05/18/18	KEM	Prepare appropriation resolution.	0.10 hrs
Total fees for this matter			\$1,806.50

**DISBURSEMENTS**

Conference Calls	7.93
Total disbursements for this matter	\$7.93

**MATTER SUMMARY**

Tschetter, Jennifer A.	0.50 hrs	385 /hr	\$192.50
Earlywine, Jere L.	5.50 hrs	275 /hr	\$1,512.50
Ibarra, Katherine E. - Paralegal	0.70 hrs	145 /hr	\$101.50

TOTAL FEES	\$1,806.50
TOTAL DISBURSEMENTS	\$7.93

<b>TOTAL CHARGES FOR THIS MATTER</b>	<b>\$1,814.43</b>
--------------------------------------	-------------------

**BILLING SUMMARY**

Tschetter, Jennifer A.	0.50 hrs	385 /hr	\$192.50
Earlywine, Jere L.	5.50 hrs	275 /hr	\$1,512.50
Ibarra, Katherine E. - Paralegal	0.70 hrs	145 /hr	\$101.50

TOTAL FEES	\$1,806.50
TOTAL DISBURSEMENTS	\$7.93

<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$1,814.43</b>
------------------------------------	-------------------

**Please include the bill number on your check.**

Thu, May 10, 2018  
8:01:56AM

## Legal Ad Invoice

# The St. Augustine Record

**Acct:** 15651  
**Phone:** 9049405850  
**E-Mail:**

**Name:** MEADOW VIEW AT TWIN CREEKS CDD  
**Address:** 475 WEST TOWN PLACE, SUITE 114

**Client:** MEADOWVIEW AT TWIN CREEKS ( **City:** SAINT AUGUSTINE **State:** FL **Zip:** 32092

**Ad Number:** 0003042475-01  
**Start:** 05/10/2018

**Caller:** COURTNEY HOGG  
**Issues:** 1

**Paytype:** BILL  
**Stop:** 05/10/2018

**Placement:** SA Legals

**Rep:** Melissa Rhinehart

**Copy Line:** NOTICE OF MEETING MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT The regular meetir

**Lines** 52  
**Depth** 4.50  
**Columns** 1  
  
**Price** \$80.78

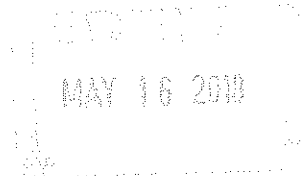
**NOTICE OF MEETING  
MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT  
DISTRICT**

The regular meeting of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District will be held on Thursday, May 17, 2018 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, FL 32092 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Perry  
District Manager  
0003042475 May 10, 2018



THE ST. AUGUSTINE RECORD  
Affidavit of Publication

MEADOW VIEW AT TWIN CREEKS CDD  
475 WEST TOWN PLACE, SUITE 114  
SAINT AUGUSTINE, FL 32092

ACCT: 15651  
AD# 0003042475-01  
PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared JAMIE WILLIAMS who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **REGULAR MEETING 5/17/18** was published in said newspaper on **05/10/2018**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

**NOTICE OF MEETING  
MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT  
DISTRICT**

The regular meeting of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District will be held on Thursday, May 17, 2018 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, FL 32092 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-365-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

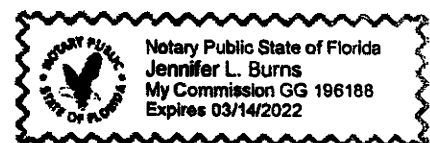
James Perry  
District Manager  
0003042475 May 10, 2018

Sworn to and subscribed before me this \_\_\_\_\_ day of **MAY 10 2018**

by Jamie Williams who is personally known to me  
or who has produced as identification

Jennifer L. Burns  
(Signature of Notary Public)

(Seal)





Thu, Jun 14, 2018  
8:53:50AM

## Legal Ad Invoice

# The St. Augustine Record

Acct: 15651      Name: MEADOWVIEW AT TWIN CREEKS CDD  
Phone: 9049405850      Address: 475 WEST TOWN PLACE, SUITE 114  
E-Mail:  
Client: MEADOWVIEW AT TWIN CREEKS (      City: SAINT AUGUSTINE      State: FL      Zip: 32092

Ad Number: 0003051669-01      Caller: COURTNEY HOGG      Paytype: BILL  
Start: 06/14/2018      Issues: 1      Stop: 06/14/2018  
Placement: SA Legals      Rep: Melissa Rhinehart  
Copy Line: NOTICE OF MEETING MEADOWVIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT The regular meetin

Lines 50  
Depth 4.25  
Columns 1  
Price \$76.29

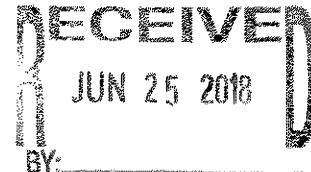
NOTICE OF MEETING  
MEADOWVIEW AT TWIN  
CREEKS COMMUNITY  
DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District will be held on Thursday, June 21, 2018 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, FL 32092 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver  
District Manager  
0003051669 June 14, 2018



THE ST. AUGUSTINE RECORD  
Affidavit of Publication

MEADOW VIEW AT TWIN CREEKS CDD  
475 WEST TOWN PLACE, SUITE 114  
SAINT AUGUSTINE, FL 32092

ACCT: 15651  
AD# 0003051669-01  
PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **MELISSA RHINEHART** who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **REGULAR MEETING 6/21/18** was published in said newspaper on **06/14/2018**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

NOTICE OF MEETING  
MEADOW VIEW AT TWIN  
CREEKS COMMUNITY  
DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District will be held on Thursday, June 21, 2018 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, FL 32092 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

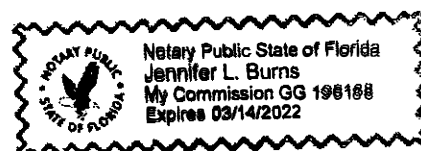
Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver  
District Manager  
0003051669 June 14, 2018

Sworn to and subscribed before me this \_\_\_\_\_ day of **JUN 14 2018**

by Melissa Rhinehart who is personally known to me  
or who has produced as identification



Jennifer L. Burns  
(Signature of Notary Public)

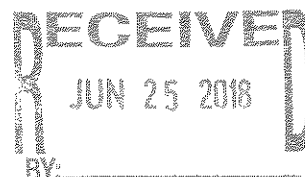
(Seal)

10	11	12	13	14	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
05/06		Balance Forward						\$152.58	
05/10 05/10	103042475-05102018	REGULAR MEETING 5/17/18	SA St Augustine Record	1.00 x 4.5000	4.5	1	\$8.98	\$40.41	
05/10 05/10	103042475-05102018	REGULAR MEETING 5/17/18	SA St Aug Record Online	1.00 x 4.5000	4.5	1	\$8.97	\$40.37	

PREVIOUS AMOUNT OWED: \$152.58  
NEW CHARGES THIS PERIOD: \$80.78  
CASH THIS PERIOD: \$0.00  
DEBIT ADJUSTMENTS THIS PERIOD: \$0.00  
CREDIT ADJUSTMENTS THIS PERIOD: \$0.00

We appreciate your business.

Your account remains past due. Past due balances are reported to credit reporting bureaus. You must send us your payment immediately in order to continue advertising schedules. Protect your credit.



**INVOICE AND STATEMENT OF ACCOUNT**

AGING OF PAST DUE ACCOUNTS

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE	
	\$80.78		\$76.29	\$76.29	\$0.00	\$0.00		\$233.36	
SALES REP/PHONE #		ADVERTISER INFORMATION							
Melissa Rhinehart 904-819-3423		1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
			05/07/2018 - 06/03/2018		15651		15651		MEADOW VIEW AT TWIN CREEKS CDD

**MAKE CHECKS PAYABLE TO**

The St. Augustine Record Dept 1261  
PO Box 121261  
Dallas, TX 75312-1261

Payment is due upon receipt.

The St. Augustine Record

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

The St. Augustine Record Dept 1261  
PO Box 121261  
Dallas, TX 75312-1261

**ADVERTISING INVOICE and STATEMENT**

1		BILLING PERIOD		2		ADVERTISER/CLIENT NAME													
		05/07/2018 - 06/03/2018				MEADOW VIEW AT TWIN CREEKS CDD													
COMPANY		23		TOTAL AMOUNT DUE		* UNAPPLIED AMOUNT		3		TERMS OF PAYMENT									
SA 7				\$233.36		\$0.00				NET 15 DAYS									
21		CURRENT NET AMOUNT		22		30 DAYS		60 DAYS		OVER 90 DAYS									
		\$80.78				\$76.29		\$76.29		\$0.00									
4		PAGE #		5		BILLING DATE		6		BILLED ACCOUNT NUMBER		7		ADVERTISER/CLIENT NUMBER		24		STATEMENT NUMBER	
						06/03/2018				15651				15651				0000016295	

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS



10  
8 - 3610

MEADOW VIEW AT TWIN CREEKS CDD  
475 W TOWN PL STE 114  
SAINT AUGUSTINE FL 32092-3649



The St. Augustine Record  
Dept 1261  
PO Box 121261  
Dallas, TX 75312-1261



**WEST ORANGE  
NURSERIES, INC.**

4001 Avalon Road . Winter Garden, FL 34787  
T 407.877.2930 F 407.856.0077  
www.westorangenurseries.com

# Invoice

DATE	INVOICE #
6/22/2018	11443

**BILL TO:**

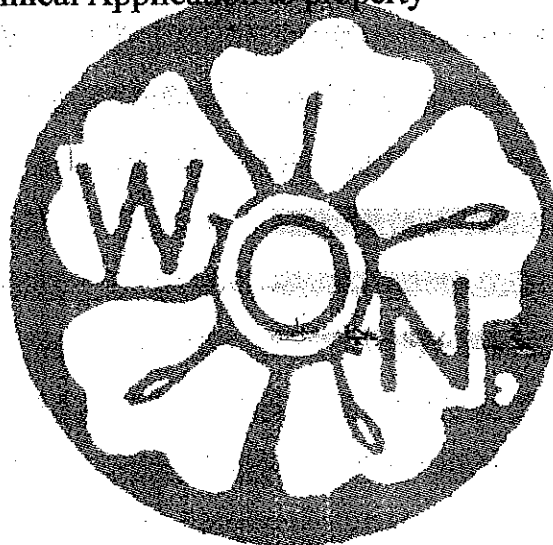
BBX Capital Real Estate  
Accounts payable  
401 East Las Olas Blvd.  
Suite 800  
Ft. Lauderdale, FL 33301

**SHIP TO:**

Beacon Lake  
Maintenance

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	30 Days		6/22/2018			

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	Maintenance	Monthly Lawn Maintenance : May - Partial Month	5,115.27	5,115.27
1	Maintenance	Monthly Lawn Maintenance : June	10,230.54	10,230.54
1	Maintenance	Chemical Application to property	1,187.50	1,187.50



**TOTAL** \$16,533.31

