

***MEADOW VIEW
AT TWIN CREEKS***
Community Development District

November 15, 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

November 14, 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, November 15, 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. Organizational Matters
 - A. Consideration of Resolution 2019-02, Canvassing and Certifying the Results of the Landowners Election
 - B. Oath of Office for Newly Elected Supervisors
 - C. Consideration of Resolution 2019-03, Designating Officers
- IV. Bond Financing Related Matters
 - A. Consideration of Resolution 2019-04, Approving the Form of and Authorizing Execution and Delivery of a First Amendment to the Second Supplemental Trust Indenture for the Series 2016B Bonds
 - B. Presentation of Bond Pricing for Series 2018A-1 and A-2 Special Assessment Revenue Bonds
 - C. Presentation of First Amendment to the Supplemental Report for the Series 2018A-1 and A-2 Special Assessment Revenue Bonds
 - D. Consideration of Resolution 2019-05, Supplementing Resolution 2018-07 to Set Forth the Terms of the Series 2018A-1 and A-2 Special Assessment Revenue Bonds
 - E. Consideration of Issuer Documents
 - 1. Form of 2018 Amendment to the Collateral Assignment and Assumption Agreement (2016 Bonds)
 - 2. Form of 2018 Amendment to the Completion Agreement (2016 Bonds)
 - 3. Form of True-Up Agreement (2018 Bonds / 2018 Assessment Area)
 - 4. Form of Declaration of Consent (2018 Bonds / 2018 Assessment Area)
 - 5. Form of Supplemental Disclosure of Public Finance (2018 Bonds / 2018 Assessment Area)
 - 6. Form of Notice of Special Assessments (2018 Bonds / 2018 Assessment

Area)

7. Form of Notice of Release of Lien (2016B Debt Assessments)
- V. Construction Related Matters
 - A. Consideration of Construction Requisition No. 2 from 2018 Bonds Addressing Developer Funded Phase 1 Work
 - B. Consideration of Proposals for Beacon Lake Phase 2 Civil Site Work RFP [CONFIDENTIAL MATERIALS – Under Separate Cover]
 - C. Consideration of Proposals for Beacon Lake Townhomes Civil Site Work RFP [CONFIDENTIAL MATERIALS – Under Separate Cover]
 - D. Consideration of Construction Easement for Phase 2 / Townhomes
 - E. Consideration of Construction Cost Share Agreement
- VI. Consideration of Additional FF&E Services with Micamy Design Studio
- VII. Consideration of Agreement with Comcast
- VIII. Approval of Minutes of the October 18, 2018 Meeting
- IX. Other Business
- X. Staff Reports
 - A. District Counsel
 - B. District Engineer
 1. Requisition Summary
 2. Consideration of Change Order Nos. 14-16
 - C. District Manager
 - D. Amenity Manager – Report
- XI. Financial Reports
 - A. Balance Sheet and Income Statement
 - B. Funding Request No. 32
- XII. Supervisors' Requests and Audience Comments
- XIII. Next Scheduled Meeting – December 20, 2018 at 10:00 a.m. at the offices of GMS
- XIV. Adjournment

The third order of business is organizational matters. A landowners election was held on November 6, 2018 and item A is to certify the results of that election. The newly elected supervisors will subscribe to an oath of office and the Board can then consider restructuring the slate of officers with resolution 2019-03

The fourth order of business is bond financing related matters. Enclosed for your review and approval are copies of resolution 2019-04, approving the form of a trust indenture, the bond pricing, the methodology report, resolution 2019-05 setting forth the terms of the Series 2018A-1 and A-2 bonds, and the issuer documents.

The fifth order of business is construction related matters. Enclosed for your review and approval are copies of construction requisition number two, construction easement and the cost share agreement. Copies of the proposals for the phase two and townhome civil site work were provided under separate cover due to confidentiality concerns.

The fifth order of business is consideration of additional FF&E services with Micamy Design Studio. A proposal for the additional services is enclosed for your review and approval.

The sixth order of business is consideration of agreement with Comcast. A copy of the agreement is enclosed for your review and approval.

Enclosed under the seventh order of business is a copy of the minutes of the October 18, 2018 meeting for your review and approval.

Enclosed under financial reports is the balance sheet and income statement and funding request number 32.

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
November 15, 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

- I. Call to Order
- II. Public Comment
- III. Organizational Matters
 - A. Consideration of Resolution 2019-02, Canvassing and Certifying the Results of the Landowners Election
 - B. Oath of Office for Newly Elected Supervisors
 - C. Consideration of Resolution 2019-03, Designating Officers
- IV. Bond Financing Related Matters
 - A. Consideration of Resolution 2019-04, Approving the Form of and Authorizing Execution and Delivery of a First Amendment to the Second Supplemental Trust Indenture for the Series 2016B Bonds
 - B. Presentation of Bond Pricing for Series 2018A-1 and A-2 Special Assessment Revenue Bonds
 - C. Presentation of First Amendment to the Supplemental Report for the Series 2018A-1 and A-2 Special Assessment Revenue Bonds
 - D. Consideration of Resolution 2019-05, Supplementing Resolution 2018-07 to Set Forth the Terms of the Series 2018A-1 and A-2 Special Assessment Revenue Bonds
 - E. Consideration of Issuer Documents
 - 1. Form of 2018 Amendment to the Collateral Assignment and Assumption Agreement (2016 Bonds)

2. Form of 2018 Amendment to the Completion Agreement (2016 Bonds)
3. Form of True-Up Agreement (2018 Bonds / 2018 Assessment Area)
4. Form of Declaration of Consent (2018 Bonds / 2018 Assessment Area)
5. Form of Supplemental Disclosure of Public Finance (2018 Bonds / 2018 Assessment Area)
6. Form of Notice of Special Assessments (2018 Bonds / 2018 Assessment Area)
7. Form of Notice of Release of Lien (2016B Debt Assessments)

V. Construction Related Matters

- A. Consideration of Construction Requisition No. 2 from 2018 Bonds Addressing Developer Funded Phase 1 Work
- B. Consideration of Proposals for Beacon Lake Phase 2 Civil Site Work RFP [CONFIDENTIAL MATERIALS – Under Separate Cover]
- C. Consideration of Proposals for Beacon Lake Townhomes Civil Site Work RFP [CONFIDENTIAL MATERIALS – Under Separate Cover]
- D. Consideration of Construction Easement for Phase 2 / Townhomes
- E. Consideration of Construction Cost Share Agreement

VI. Consideration of Additional FF&E Services with Micamy Design Studio

VII. Consideration of Agreement with Comcast

VIII. Approval of Minutes of the October 18, 2018 Meeting

IX. Other Business

X. Staff Reports

- A. District Counsel
- B. District Engineer
 1. Requisition Summary
 2. Consideration of Change Order Nos. 14-16
- C. District Manager

D. Amenity Manager – Report

XI. Financial Reports

A. Balance Sheet and Income Statement

B. Funding Request No. 32

XII. Supervisors' Requests and Audience Comments

XIII. Next Scheduled Meeting – December 20, 2018 at 10:00 a.m. at the offices of GMS

XIV. Adjournment

THIRD ORDER OF BUSINESS

A.

RESOLUTION 2019-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Meadow View at Twin Creeks Community Development District (hereinafter the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within St. Johns County, Florida; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners’ meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners’ meeting was held on November 6, 2018, at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

<u>Daniel Blanchard</u>	Votes <u>200</u>
<u>Aaron Lyman</u>	Votes <u>200</u>
<u>Ben Bishop</u>	Votes <u>100</u>

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

<u>Daniel Blanchard</u>	4 Year Term	Seat <u>2</u>
<u>Aaron Lyman</u>	4 Year Term	Seat <u>4</u>
<u>Ben Bishop</u>	2 Year Term	Seat <u>5</u>

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 15th DAY OF NOVEMBER, 2018.

Attest:

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

Secretary/Assistant Secretary

Chairman

C.

RESOLUTION 2019-03

**A RESOLUTION DESIGNATING OFFICERS OF THE
MEADOW VIEW AT TWIN CREEKS COMMUNITY
DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Meadow View at Twin Creeks Community Development District at a regular business meeting held on November 15, 2018 desires to elect the below recited persons to the offices specified.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE MEADOW VIEW AT TWIN
CREEKS COMMUNITY DEVELOPMENT DISTRICT:**

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairman
_____	Secretary
_____	Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS 15th DAY OF NOVEMBER 2018.

Chairman / Vice Chairman

Secretary / Assistant Secretary

FOURTH ORDER OF BUSINESS

A.

RESOLUTION 2019-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO SECOND SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING EXECUTION AND DELIVERY OF ANY RELATED DOCUMENTS AND CERTIFICATES; PROVIDING AN EFFECTIVE DATE AND FOR CERTAIN OTHER MATTERS.

WHEREAS, Meadow View at Twin Creeks Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Ordinance No. 2016-11 enacted by the Board of County Commissioners of St. Johns County, Florida (the "County") on March 1, 2016, and effective on March 7, 2016; and

WHEREAS, the District previously issued its \$9,405,000 Special Assessment Bonds, Series 2016B (the "Series 2016B Bonds"), pursuant to the Master Trust Indenture dated as of November 1, 2016 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of November 1, 2016 (the "Second Supplement" and, together with the Master Indenture, the "2016B Indenture"), each between the District and U.S. Bank National Association, as trustee (the "Trustee"); and

WHEREAS, the District has requested and received the consent of all of the Beneficial Owners of the Series 2016B Bonds to amend the Second Supplement in order to allow for the extraordinary mandatory redemption of the Series 2016B Bonds from Series 2016B Prepayments pursuant to Section 3.01(b)(i) of the Second Supplement, in whole or in part, on any date; and

WHEREAS, there has been submitted to the Board at this meeting with respect to the Second Supplement and the Series 2016B Bonds:

(a) a form of First Amendment to Second Supplemental Trust Indenture between the District and the Trustee attached hereto as Exhibit A (the "**First Amendment**"); and

(b) the consent of one hundred percent (100%) of the Beneficial Owners of the Series 2016B Bonds attached to the form of First Amendment as Exhibit A thereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Meadow View at Twin Creeks Community Development District, as follows:

Section 1. Definitions. Capitalized terms used, but not defined, in this Resolution shall have the meanings assigned thereto in the 2016B Indenture unless otherwise provided herein.

Section 2. Approval of First Amendment. The District hereby approves the form of the First Amendment and authorizes the execution by the Chairman or Vice Chairman of the Board of Supervisors of the District or any member of the Board of Supervisors designated by the Chairman (a "Designated Member"), and the attestation by the Secretary or any Assistant Secretary of the Board (collectively referred to herein as the "Secretary"), and the delivery of the First Amendment in substantially the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Chairman, Vice Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of First Amendment attached hereto.

Section 3. Further Official Action; Ratification of Prior and Subsequent Acts. The Chairman, the Vice Chairman, the Secretary and each member of the Board and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairman or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 4. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 5. Inconsistent Proceedings. All prior resolutions or proceedings of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption. The First Amendment shall become effective on the effective date provided therein.

ADOPTED this 15th day of November, 2018.

[SEAL]

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

ATTEST:

Secretary

By: _____
Chairman, Board of Supervisors

EXHIBIT A

FORM OF FIRST AMENDMENT TO SECOND SUPPLEMENTAL TRUST INDENTURE
(with Consent of the Beneficial Owners of the Series 2016B Bonds
attached thereto as Exhibit A)

FIRST AMENDMENT TO SECOND SUPPLEMENTAL TRUST INDENTURE

by and between

MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

and

**U.S. BANK NATIONAL ASSOCIATION
as Trustee**

Dated and effective as of November 15, 2018

Relating to

\$9,405,000

**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS,
SERIES 2016B**

FIRST AMENDMENT TO SECOND SUPPLEMENTAL TRUST INDENTURE

THIS FIRST AMENDMENT TO SECOND SUPPLEMENTAL TRUST INDENTURE dated and effective as of November 15, 2018 (this "First Amendment"), is entered into by the MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT (the "District"), and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"), and amends the Second Supplemental Trust Indenture dated as of November 1, 2016, by and between the District and the Trustee (the "Original Second Supplement") which supplements the Master Trust Indenture dated as of November 1, 2016, by and between the District and the Trustee (the "Master Indenture," and together with the Original Second Supplement, the "Original Indenture"). All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Original Indenture.

R E C I T A L S:

WHEREAS, Meadow View at Twin Creeks Community Development District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), established by Ordinance No. 2016-11 of the Board of County Commissioners of St. Johns County, Florida; and

WHEREAS, pursuant to Resolution Nos. 2016-22 and 2017-02 duly adopted by the District on March 17, 2016, and October 6, 2016, respectively, the District authorized the issuance, sale and delivery of its \$9,405,000 Meadow View at Twin Creeks Community Development District Special Assessment Bonds, Series 2016B (the "2016B Bonds") and further authorized the execution and delivery of the Original Indenture; and

WHEREAS, the District has determined that it is necessary to adopt this First Amendment to amend the Original Second Supplement in order to allow for the extraordinary mandatory redemption of the 2016B Bonds from Series 2016B Prepayments in whole or in part on any date; and

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I AMENDMENTS

SECTION 1.01. Amendment to ARTICLE I DEFINITIONS. The definition of "Redemption Date" in the Original Second Supplement is hereby amended and restated as follows:

“Redemption Date” shall mean February 1, May 1, August 1 and November 1; provided, however, that with respect to an extraordinary mandatory redemption pursuant to Section 3.01(b)(i) hereof, Redemption Date shall mean any date.

ARTICLE II MISCELLANEOUS

SECTION 2.01. In all respects not inconsistent with the terms and provisions of this First Amendment, the Original Second Supplement is hereby ratified, approved and confirmed, and shall remain in full force and effect.

SECTION 2.02. If any provision of this First Amendment shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

SECTION 2.03. The invalidity of any one or more phrases, sentences, clauses or Sections in this First Amendment contained shall not affect the remaining portions of this First Amendment, or any part thereof.

SECTION 2.04. This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 2.05. This First Amendment shall become effective only with the approval of all of the Beneficial Owners of the Series 2016B Bonds, which approval is attached hereto as **Exhibit A.**

SECTION 2.06. This First Amendment shall be governed exclusively by the applicable laws of the State of Florida.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Meadow View at Twin Creeks Community Development District has caused this First Amendment to Second Supplemental Trust Indenture to be signed in its name and on its behalf by the Chair of its Board, and its official seal to be hereunto affixed and attested by the Secretary of its Board, thereunto duly authorized, and U.S. Bank National Association, as Trustee, has caused this First Amendment to Second Supplemental Trust Indenture to be executed by one of its Authorized Agents, all as of the day and year first above written.

SEAL

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

Attest:

Secretary, Board of Supervisors

Chair, Board of Supervisors

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee**

By: _____
Vice President

EXHIBIT A

CONSENT OF BENEFICIAL OWNERS

The undersigned are the beneficial owners (the "Owners"), collectively, of one hundred percent (100%) of the Outstanding aggregate principal amount of the Meadow View at Twin Creeks Community Development District Special Assessment Bonds, Series 2016B (the "2016B Bonds"). The 2016B Bonds were issued by the Meadow View at Twin Creeks Community Development District (the "District") pursuant to the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee") and dated as of November 1, 2016 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture between the District and Trustee and dated as of November 1, 2016 (the "Second Supplement" and, together with the Master Indenture, the "2016B Indenture"). Capitalized terms used herein and not otherwise defined, shall have the meanings ascribed to such terms in the 2016B Indenture.

The Owners hereby consent to the extraordinary mandatory redemption of the Series 2016B Bonds from Series 2016B Prepayments pursuant to Section 3.01(b)(i) of the Second Supplement, in whole or in part, on any date. The Owners also hereby consent to the amendment of the Second Supplement (the "First Amendment") in order to amend the definition of Redemption Date as follows: "Redemption Date" shall mean February 1, May 1, August 1 and November 1; provided, however, that with respect to an extraordinary mandatory redemption pursuant to Section 3.01(b)(i) hereof, Redemption Date shall mean any date." The Owners consent to the District's and the Trustee's approval of and execution of the First Amendment and hereby direct the Trustee to execute and deliver the First Amendment. This consent is being delivered in accordance with Section 6.02 of the Second Supplement and Section 13.02 of the Master Indenture.

In order to induce the Trustee to rely upon this consent, the undersigned Owners hold harmless the Trustee from and against any and all Claims (as defined below) arising from or asserted by the undersigned Owner by reason of or related to the Trustee's compliance with the matters contained herein and involvement in the transaction contemplated hereby.

For purposes of the preceding paragraph, the term "Claims" includes any liability, claims, damages, asserted against the Trustee, directly or indirectly, in any threatened, pending or adjudicated claim, demand, action, suit or proceeding by the undersigned Owners or any assignee or any party, claiming through the undersigned as a result of the Trustee honoring this Consent.

The Owners have had the opportunity to review and consider this consent and to discuss this consent with such persons as each deem necessary or appropriate in determining whether or not to give this consent. The Owners acknowledge that they have not relied upon

the Trustee or its officers, employees, agents or attorneys in determining whether or not to give this consent.

This Consent may be simultaneously executed in one or more counterparts, all of which shall constitute the same instrument and each of which shall be deemed an original.

DATED this 9th day of October, 2018.

**Amount of Series 2016B Bonds
owned at time of execution:**

Leonard Abess

James Carr

Armando Codina

Donald and Darlene Hinson

MARJORIE COWAN QTIP TRUST

By: _____
Name: _____
Title: _____

Douglas Sealy

Brett and Marta Sealy

**Amount of Series 2016B Bonds
owned at time of execution:**

Kevin and Barbara Mulshine

Edwin Bulleit

B.

BOND PRICING

MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT
 SERIES 2018 & 2019 PROJECTS
 (St. Johns County, Florida)
 PHASES 2 & 3a & THs
 FINAL NUMBERS

Bond Component	Maturity Date	CUSIP	Amount	Rate	Yield	Price
A1-Term Bond Due 2024, 11/19/2018:	05/01/2024	583188 AF4	710,000	4.250%	4.250%	100.000
A1-Term Bond Due 2030, 11/19/2018:	05/01/2030	583188 AG2	1,095,000	5.000%	5.000%	100.000
A1-Term Bond Due 2039, 11/19/2018:	05/01/2039	583188 AH0	2,475,000	5.500%	5.500%	100.000
A1-Term Bond Due 2049, 11/19/2018:	05/01/2049	583188 AJ6	4,675,000	5.600%	5.600%	100.000
A2-Term Bond due 2049, 11/19/2018:	05/01/2049	583188 AK3	7,535,000	5.600%	5.600%	100.000
A1-Term Bond due 2030, 02/25/2019:	05/01/2030	583188 AL1	715,000	5.200%	5.200%	100.000
A1-Term Bond due 2039, 02/25/2019:	05/01/2039	583188 AM9	1,010,000	5.700%	5.700%	100.000
A1-Term Bond due 2049, 02/25/2019:	05/01/2049	583188 AN7	1,935,000	5.800%	5.800%	100.000
A2-30 year term bond, 02/25/2019:	05/01/2049	583188 AP2	4,450,000	5.800%	5.800%	100.000
			24,600,000			

Dated Date	11/19/2018	
Delivery Date	11/19/2018	
First Coupon	05/01/2019	
Par Amount	24,600,000.00	
Original Issue Discount		
Production	24,600,000.00	100.000000%
Underwriter's Discount	-492,000.00	-2.000000%
Purchase Price	24,108,000.00	98.000000%
Accrued Interest		
Net Proceeds	24,108,000.00	

C.

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

**1st Amendment to the “Supplemental Special
Assessment Methodology Report for the Special
Assessment Revenue Bonds Series 2018A-1 & A-2
Beacon Lake Phase 2 and Beacon Lake Townhomes
and Phase 3A
(the “Series 2018 Assessment Area”)
dated August 16, 2018”**

For the 2018 Project

FINAL NUMBERS

October 10, 2018

Prepared by

Governmental Management Services, LLC

Table of Contents

1.0	Introduction	
1.1	Purpose	1
1.2	Scope of the Report.....	2
1.3	Special and General Benefits	2
1.4	Organization of this Report.....	3
2.0	Development Program for Meadow View at Twin Creeks CDD	
2.1	Overview	4
2.2	The Development Program.....	4
3.0	The Capital Improvement Program for Meadow View at Twin Creeks CDD	
3.1	Engineering Report.....	4
3.2	Capital Improvement Program	5
4.0	Financing Plan for Meadow View at Twin Creeks CDD	
4.1	Overview	5
4.2	Series 2018A-1 Bonds.....	6
4.3	Series 2018A-2 Bonds.....	7
5.0	Assessment Methodology	
5.1	Overview	8
5.2	Assigning Debt.....	8
5.3	Lienability Test: Special and Peculiar Benefit to the Property	10
5.4	Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay	11
5.5	True-Up Mechanism	12
5.6	Additional Stipulations	12
6.0	Appendix	
	Table 1 Development Program for Phase 1 & Future Phases	
	Table 2 Benefit Analysis Series 2018 Assessment Area	
	Table 3 Infrastructure Cost Estimates – 2018 Project	
	Table 4 Bond Series 2018A-1 & A-2 Sources and Uses	
	Table 5 Par Debt & Debt Service Allocation 2018 Series Bonds – A-1 & A-2	
	Table 6 Legal Description of lands Series 2018 Assessment Area	

1.0 Introduction

1.1 Purpose

This FINAL NUMBERS report amends the “Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2018A-1 & A-2 Beacon Lake Phase 2, Phase 3A and Beacon Lake Townhomes (the “Series 2018 Assessment Area”) dated August 16, 2018 (the “Initial 2018 Report”) to reflect the modification of the Series 2018 Assessment Area into a “Series 2018 Assessment Area” and a “Series 2019 Assessment Area”. Matters relating to the Series 2019 Assessment area will be the subject of a separate report further amending the initial 2018 Report.

This report provides a methodology for allocating the debt to be incurred by the Meadow View at Twin Creeks Community Development District (“Meadow View CDD” or “District”) to properties in the District related to Beacon Lake Phase 2 and Beacon Lake Townhomes (“the Series 2018 Assessment Area”). A sketch and legal description of the Series 2018 Assessment Area is included as Attachment A. Notwithstanding, the boundaries of the Series 2018 Assessment Area may be adjusted as determined by the District engineer in consultation with the District's Assessment Consultant, based on final platting, subject to any conditions that the District may require, and provided that all applicable assessments securing the Series 2018 A Bonds are assigned and/or any true-up issues are resolved.

This report provides for allocating the debt assessments securing the par amount of bonds being issued by the District to fund the portion of the District's adopted Capital Improvement Plan (“CIP”) known as the 2018 Project and as described in the Second Supplemental District Engineer's Report dated September 17, 2018 which was prepared by England, Thims and Miller (the “2018 Engineer's Report”). As noted in the 2018 Engineer's Report, the development plan for the Series 2018 Assessment Area is 462 units comprised of 266 single-family lots and 196 townhome units. The District's debt will fund capital infrastructure improvements that benefit all property within the District and will allow the development of a portion of the property in the District. The methodology

allocates this debt to properties based upon the special benefits each receives from the CIP. This report is designed to conform to the requirements of Chapters 190, 197 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject. This report supplements the Master Special Assessment Methodology Report dated April 29, 2016, as updated by the Revised Master Special Assessment Methodology Report dated October 6, 2016 and the Second Revised Master Special Assessment Methodology Report dated September 20, 2018 as adopted by the Board of Supervisors (collectively, the "Master Report"). Such reports were previously supplemented by the Supplemental Special Assessments Methodology Report for the Special Assessment Revenue Bonds, Series 2016A-1 & A-2, dated October 27, 2016, and the Amended Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2016B dated September 20, 2018 and the Initial 2018 Report.

1.2 Scope of the Report

This Report presents the financing of the 2018 Project, representing the portion of the CIP financed by the District's Series 2018A-1 and A-2 Bonds ("collectively, the "Series 2018A Bonds"). The Report also describes the apportionment of benefits and special assessments resulting from the provision of improvements to the lands within the Series 2018 Assessment Area.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The CIP of the District enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, state law would prohibit development of property within the District.

There is no doubt that the general public, property owners, and property outside the District will benefit from the provision of District infrastructure. However, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Properties outside the District do not depend upon the District's CIP as defined herein to obtain, or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries. Even though the exact value of the benefits provided by the District's CIP is difficult to estimate at this point, it is nevertheless greater than the costs associated with providing same.

1.4 Organization of this Report

Section One describes the purpose of the report along with the scope and benefits of the Capital Improvement Program, including that portion financed by the Series 2018A Bonds.

Section Two describes the development program as proposed by the Developer for the Series 2018 Assessment Area.

Section Three provides a summary of the CIP for the District as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five applies the Assessment Methodology in the Master Report.

2.0 Development Program for Meadow View at Twin Creeks CDD

2.1 Overview

The Meadow View at Twin Creeks CDD consists of approximately 630.22 acres in St. Johns County and the development is designed as a residential project. The proposed land use within the District is consistent with the St. Johns County, Florida Land Use and Comprehensive Plans.

2.2 The Development Program

The planned development program will consist of 1,476 single family and townhome residential units located within St. Johns County. Phase 1 of the development program comprises 302 single-family residential units. The Series 2018 Assessment Area includes 462 planned units of which 266 are single-family and 196 are townhomes. The Series 2019 Assessment Area includes 31 63' lots and 103 73' Premium lots.

3.0 The Capital Improvement Program for Meadow View at Twin Creeks CDD

3.1 Engineering Report

The infrastructure costs to be funded by the District are determined by the District Engineer in the 2018 Engineer's Report. As defined in the 2018 Engineers Report, the 2018 Project consists of that portion of the CIP financed with the proceeds of the District's Series 2018A Bonds.

Only infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes, was included in these estimates.

3.2 Capital Improvement Program

The proposed public infrastructure improvements to serve the development consist of certain roadway improvements, master potable water/wastewater/reuse improvements, stormwater, recreation, landscape and hardscape improvements and wetland mitigation. The infrastructure for the entire CIP, which will be constructed, will represent a system of improvements that irrespective of certain exceptions described further in Section 5.1 of this Report, will provide benefits to all lands within the District. **Table 2** provides for the cost estimates of the anticipated 2018 Project infrastructure improvements. Notwithstanding, the 2018 Engineers Report notes that the 2018 Project may include any portions of the CIP in addition to, or in lieu of, those shown in **Table 2**.

The total anticipated costs for the Series 2018 Assessment Area that may be financed by the District as part of the 2018 Project are calculated by adding to the construction costs the costs for design, permitting, construction management and contingencies total \$21,960,400, as shown in the 2018 Engineer's Report.

4.0 Financing Program for Meadow View at Twin Creeks CDD

4.1 Overview

As noted above, the District is embarking on a program of capital improvements, which will facilitate the development of a portion of lands within the District. Construction of certain improvements of the CIP may be funded by the Developer and acquired by the District under an agreement between the District and the Developer, or may be funded directly by the District.

The District will finance its 2018 Project with its Series 2018 A-1 Bonds in the principal amount of \$8,955,000 and its series 2018A-2 Bonds in the principal amount of \$7,535,000 respectively to fund a portion of the District's CIP (and specifically that portion known as the 2018 Project), as shown

in **Table 4**. The District may issue additional bonds for development of future phases and improvements. Concurrent with the issuance of the Series 2018A Bonds, the assessments levied in connection with the Series 2016B Bonds associated with the 462 planned units in the Series 2018 Assessment Area will be paid off. The total amount of Series 2016B debt assessments to be paid off is \$3,399,970.

4.2 Series 2018A-1 Bonds

The Series 2018A-1 Bonds have an anticipated issuance date of November 19, 2018 with capitalized interest through November 1, 2019. The Series 2018A-1 Bonds will be repaid with thirty principal installments commencing on May 1, 2020 with interest paid semiannually every November 1 and May 1, maturing May 1, 2049. Initially, and prior to platting, all of the undeveloped lands in the Series 2018 Assessment Area, as described in Attachment A (subject to modification as described earlier herein) will secure the Series 2018A-1 Bonds, and debt will subsequently be assigned on a first platted, first assessed basis. It is anticipated that the Series 2018 Assessment Area, planned for 266 single family and 196 townhouse residential units will fully absorb the 2018A-1 debt assessments.

The Series 2018A-1 Bonds are to be issued at par amount of \$8,955,000, with a projected average coupon interest rate of 5.52% and provide for construction funds of \$8,044,217. The maximum annual debt service for the Series 2018A-1 Bonds is \$612,550.

The difference between the par amount of bonds and the construction funds consists of costs of issuance including underwriter's discount and professional fees associated with debt issuance, capitalized interest costs to November 1, 2019 and debt service reserve.

The sources and uses of the Series 2018A-1 Bond sizing are presented in **Table 4** in the Appendix.

4.3 Series 2018A-2 Bonds

The Series 2018A-2 Bonds have an anticipated issuance date of November 19, 2018 and will include capitalized interest to November 1, 2019. Initially, all the undeveloped lands in Series 2018 Assessment Area, as described in Attachment A (subject to modification as described earlier herein) will secure the Series 2018A-2 Bonds, and debt will subsequently be assigned on a first platted, first assessed basis. It is anticipated that the Series 2018 Assessment Area, planned for 266 single family and 196 townhome residential units, will fully absorb the 2018A-2 debt and assessments. It is anticipated, but not required that all or a portion of the Series 2018A-2 Bonds will be repaid as each lot is sold and or platted. The Series 2018A-2 Bonds will be repaid with thirty principal installments commencing on May 1, 2020 with interest paid semi-annually every November 1 and May 1, maturing May 1, 2049.

The Series 2018A-2 Bonds are anticipated to be issued at par for \$7,535,000 with a projected average coupon interest rate of 5.60% and provide for construction funds of approximately \$6,752,086. The maximum annual debt service for the Series 2018A-2 Bonds is anticipated to be \$520,960.

The difference between the par amount of bonds and the construction funds is comprised of costs of issuance including underwriter's discount and professional fees associated with debt issuance and capitalized interest to November 1, 2019 and debt service reserve funds.

The sources and uses of the Series 2018A-2 Bond funding are presented in **Table 4** in the Appendix.

Note that the debt assessments securing the Series 2018A-1 Bonds and Series 2018A-2 Bonds constitute separate and distinct liens that are separately enforceable.

5.0 Assessment Methodology

5.1 Overview

The Series 2018A Bonds provide the District with funds to construct a portion of the CIP outlined in Section 3.2. These improvements lead to special and general benefits, with special benefits accruing generally to the properties within the boundaries of the District and general benefits accruing to areas outside the District and being only incidental in nature. The debt incurred in financing infrastructure construction will be paid off by assessing properties that derive special and peculiar benefits from the proposed projects. All properties that receive special benefits from the District's CIP will be assessed.

5.2 Assigning Debt

The current 2018 development plan for the Series 2018 Assessment Area includes construction of the portion of the CIP which will allow development of approximately 266 single family units and 196 townhome residential units.

The infrastructure provided by the District will include roadway improvements, potable water / wastewater / reuse improvements, wetland mitigation, stormwater improvements, recreation and landscape/hardscape improvements. All development within the District will benefit from all infrastructure improvement categories, as the improvements provide basic infrastructure to all lands within the District and benefit all lands within the District as an integrated system of improvements. Because the CIP functions as a system of improvements and benefits all lands within the District, the proceeds of the Series 2018A Bonds may be used to finance any portion of the CIP.

As the provision of the above listed improvements by the District will make the lands in the District developable, the land will become more valuable to the land owners. The increase in the value of the land provides the logical benefit of improvements that accrues to the developable parcels within the District.

Initially, the assessments established under the master lien, and that will secure the Series 2018A-1 Bonds and the Series 2018A-2 Bonds, will be levied on all undeveloped assessable lands within the Series 2018 Assessment Area, because at that juncture, every acre benefits equally, until either; 1) parcels of land along with their development rights are sold by the developer; or 2) plats are recorded. Therefore, the undeveloped lands within the Series 2018 Assessment Area will initially have assessments levied on an equal acreage basis until: 1) parcels are sold with development rights assigned; or (2) plats are recorded. Upon platting, the assessments securing the debt incurred by the District to fund the 2018 Project is allocated to the properties receiving special benefits on the basis of development intensity and density. The responsibility for the repayment of the District's debt through assessments will ultimately be distributed in proportion to the special benefit peculiar to the land within the District, as it may be classified within each of the land use categories. For the purpose of determining the special benefit accruing to the lands within District, the proposed CIP costs have been allocated to each residential unit on an Equivalent Residential Unit ("ERU") basis. A benefit analysis by product for the Series 2018 Assessment Area is contained on **Table 2**.

In terms of priority, the assessments securing the Series 2018A-1 Bonds and Series 2018A-2 Bonds will be assigned to the first platted units within the Series 2018 Assessment Area, and are anticipated to be fully absorbed by the 266 single family and 196 townhome platted and or site planned residential units. The debt assigned to the 2018A-1 and 2018A-2 Bonds is based upon an ERU factor.

As contemplated by the Master Report, this report provides (a) for the allocation of the debt assessments for the Series 2018A Bonds to unplatted lands within the Series 2018 Assessment Area that are anticipated to be developed next (after Phase 1) and (b) a legal description of the Series 2018 Assessment Area. Such allocation is permitted by the Master Report as a result of the anticipated prepayment of the debt assessments relating to the Series 2016B Bonds levied on the unplatted land in the Series 2018 Assessment Area. The Series 2018 Assessment Area is subject to changes due to platting and true-up adjustments.

5.3 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in Section 1.3, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the District.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property. The special and peculiar benefits resulting from each improvement undertaken by the District are:

- a. Roadway Improvements result in special and peculiar benefits such as the added use of the property, added enjoyment of the property, and likely increased marketability of the property.
- b. Stormwater Improvements result in special and peculiar benefits such as the added enjoyment of the property, and likely increased marketability and value of the property.
- c. Utility – Potable Water/Wastewater/Reuse Improvements result in special and peculiar benefits such as the added use of the property, added enjoyment of the property, and likely increased marketability and value of the property.
- d. Recreational improvements result in special and peculiar benefits such as the added use of the property, added enjoyment of the property, and likely increased marketability of the property.
- e. Landscape and Hardscape improvements result in special and peculiar benefits such as the added use of the property, added enjoyment of the property, and likely increased marketability of the property.
- f. Wetland mitigation improvements result in special and peculiar benefits such as the added use of the property, added enjoyment of the property, and likely increased marketability of the property.

These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and

assessed in terms of numerical value; however, each is more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.4 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the apportionment of special and peculiar benefits received from the 2018 Project is delineated in **Table 5** (expressed as Allocation of Total Par Debt).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and or construction of the 2018 Project (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use.

Accordingly, no acre or parcel of property within the boundaries of the Series 2018 Assessment Area will be lienied for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property. Further, the debt allocation will not be affected.

In accordance with the benefit allocation in **Table 5**, Total Par Debt has been calculated on an ERU unit basis for the 2018A-1 and 2018A-2 Bonds. While the debt assessments securing the Series 2018A Bonds may be slightly higher than the debt assessments securing the District's Series 2016 Bonds, the debt assessments are still fairly and reasonably allocated across the district and are below the benefit received for each lot.

5.5 True-Up Mechanism

In order to assure that the District's debt will not build up on the unsold acres within the Series 2018 Assessment Area, and to assure that the requirements that the non-ad valorem special assessments will be constitutionally lienable on the property will continue to be met, the District shall apply the true-up provisions set forth in the Second Revised Master Assessment Methodology Report dated September 20, 2018 with respect to only the land in the Series 2018 Assessment Area.

5.6 Additional Stipulations

Certain financing, development, and engineering data was provided by members of District staff and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For further information about the Series 2018A Bonds, please refer to the Indentures.

TABLE 1
Meadow View at Twin Creeks CDD
Development Program for Phase 1, 2 & Townhomes
3A and Future Phases

Land Use :	Phase One			Phase Two & Townhomes			Phase 3A			Future Phases			Project Total		
	Number of Units	ERU Factor	Total ERU's	Number of Units	ERU Factor	Total ERU's	Number of Units	ERU Factor	Total ERU's	Number of Units	ERU Factor	Total ERU's	Number of Units	ERU Factor	Total ERU's
Townhomes	0	0.80	0.00	196	0.80	156.80	0.00	0.80	0.00	0	0.80	0.00	196	0.80	156.80
Residential Single Family:															
43' lots	86	0.90	77.40	117	0.90	105.30	0.00	0.90	0.00	282	0.90	253.80	485	0.90	436.50
53' lots	111	1.00	111.00	48	1.00	48.00	0.00	1.00	0.00	151	1.00	151.00	310	1.00	310.00
63' lots	65	1.10	71.50	75	1.10	82.50	31.00	1.10	34.10	52	1.10	57.20	223	1.10	245.30
73' lots	40	1.15	46.00	26	1.15	29.90	0.00	1.15	0.00	93	1.15	106.95	159	1.15	182.85
73' premium lots (1)	0	1.39	0.00	0	1.39	0.00	103.00	1.39	143.17	0	1.39	0.00	103	1.39	143.17
Total	302		305.90	462		422.50	134.00		177.27	578.00		568.95	1,476.00		1,474.62

(1) New product type replacing 90' lots.

Prepared By
Governmental Management Services, LLC

TABLE 2
Meadow View at Twin Creeks CDD
Benefit Analysis for Series 2018 Assessment Area

Land Use :	Phase 2 / Townhomes Number of Units	ERU Factor	Master Benefit Per Unit (1)	2018A-1 Par Debt per Unit	2018A-2 Par Debt per Unit	Total Proposed Par Debt per Unit
Townhomes	196	0.80	\$54,251	\$16,956	\$14,267	\$31,224
Residential Single Family:						
43' lots	117	0.90	\$61,033	\$19,076	\$16,051	\$35,127
53' lots	48	1.00	\$67,814	\$21,195	\$17,834	\$39,030
63' lots	75	1.10	\$74,595	\$23,315	\$19,618	\$42,933
73' lots	26	1.15	\$77,986	\$24,375	\$20,509	\$44,884
73' premium lots (1)	0	1.39	\$94,262	\$0	\$0	\$0
Total	<u>462</u>					

(1) As provided for in the Second Revised Master Assessment Methodology Report dated 9/20/18.

Prepared By
Governmental Management Services, LLC

<p align="center">TABLE 3 Meadow View at Twin Creeks CDD Infrastructure Cost Estimates 2018 Project</p>
--

<u>Master Infrastructure Improvements :</u>	<u>Total Cost Estimates</u>
Storm Water System and Earthwork	\$7,300,000
Utility Systems	\$3,211,000
Roadway Infrastructure	\$5,312,000
Landscape, Irrigation, Lighting, Fencing, Mail, Street Trees, Entry Features, Signage and Retaining Walls	\$2,798,000
Neighborhood Parks and Recreation	\$425,000
Wetland Mitigation / Enhancement	\$50,000
Contingency	\$2,864,400
Total	<u><u>\$21,960,400</u></u>

Above costs include contingency, design and permitting for each functional category.

Information provided by England, Thims & Miller Inc. Capital Improvement Plan Report as revised dated September 17, 2018.

Prepared By

Governmental Management Services, LLC

TABLE 4
Meadow View at Twin Creeks CDD
Bond Series 2018A-1 & A-2
Sources & Uses

<u>Sources</u>	<u>2018A-1</u>	<u>2018A-2</u>	<u>Total</u>
Bond Proceeds - par	\$8,955,000	\$7,535,000	\$16,490,000
Original Issue Discount	\$0	\$0	\$0
Total Sources	<u><u>\$8,955,000</u></u>	<u><u>\$7,535,000</u></u>	<u><u>\$16,490,000</u></u>
<u>Uses</u>			
Construction funds	\$8,044,216	\$6,752,086	\$14,796,302
Debt Service Reserve Fund (1)	\$183,765	\$156,288	\$340,053
Capitalized Interest (2)	\$458,708	\$400,862	\$859,570
Cost of Issuance / Underwriter's Discount	\$268,311	\$225,764	\$494,075
Total Uses	<u><u>\$8,955,000</u></u>	<u><u>\$7,535,000</u></u>	<u><u>\$16,490,000</u></u>

Principal Amortization Installments	30	30
Estimated Average Coupon Rate	5.52%	5.60%
Par Amount	\$8,955,000	\$7,535,000
Maximum Annual Debt Service (net)	\$612,550	\$520,960

- (1) Based on 30% maximum annual debt service.
(2) Interest capitalized to 11-1- 2019.
(3) Provided by MBS Capital Markets, LLC.

Prepared By
Governmental Management Services, LLC

TABLE 5
Meadow View at Twin Creeks CDD
Par Debt and Debt Service
Allocation 2018 Series Bonds
Series 2018 Assessment Area

Development Type :	Number of Planned Units	ERU Factor	Total ERU's	2018A-1 Par Debt	2018A-2 Par Debt	2018A-1 Par Debt per Unit	2018A-2 Par Debt per Unit	Total Par Debt per Unit	2018A-1 Annual Net Assessment	2018A-2 Annual Net Assessment	Per Unit 2018A-1 Annual Net Assessment	Per Unit 2018A-2 Annual Net Assessment	Per Unit Total Annual Net Assessment	2018A-1 Annual Gross Assessment Per Unit (1)	2018A-2 Annual Gross Assessment Per Unit (1)	Total Annual Gross Assessment Per Unit (1)
Townhomes	196	0.80	156.80	\$3,323,418	\$2,796,421	\$16,956	\$14,267	\$31,224	\$227,332	193,341	\$1,160	\$986	\$2,146	\$1,234	\$1,049	\$2,283
Residential Single Family:																
43' lots	117	0.90	105.30	\$2,231,862	\$1,877,954	\$19,076	\$16,051	\$35,127	\$152,666	129,839	\$1,305	\$1,110	\$2,415	\$1,388	\$1,181	\$2,569
53' lots	48	1.00	48.00	\$1,017,373	\$856,047	\$21,195	\$17,834	\$39,030	\$69,591	59,186	\$1,450	\$1,233	\$2,683	\$1,542	\$1,312	\$2,854
63' lots	75	1.10	82.50	\$1,748,609	\$1,471,331	\$23,315	\$19,618	\$42,933	\$119,610	101,726	\$1,595	\$1,356	\$2,951	\$1,697	\$1,443	\$3,139
73' lots	26	1.15	29.90	\$633,738	\$533,246	\$24,375	\$20,509	\$44,884	\$43,350	36,868	\$1,667	\$1,418	\$3,085	\$1,774	\$1,508	\$3,282
Total	462		422.50	\$8,955,000	\$7,535,000				\$612,550	\$520,960						

(1) Include 2% collection costs of St Johns County and maximum early payment discount of 4%.

Prepared By
Governmental Management Services, LLC

TABLE 6
Meadow View at Twin Creeks CDD
Legal Description of
Assessment Lands
In Series 2018 Assessment Area

<u>Property</u>	<u>Debt Assessment</u>
See Attached Legal	\$16,490,000

1. Attached is a legal description of the initial Series 2018 Assessment Area, which is subject to modification as provided herein.

BEACON LAKE PHASE 2

A PORTION OF SECTIONS 10, 14 AND 15, ALL LYING WITHIN TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY CORNER OF TRACT 51 AS SHOWN ON PLAT OF BEACON LAKE PHASE 1, AS RECORDED IN MAP BOOK 89, PAGES 53 THROUGH 88, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE EASTERLY, SOUTHERLY AND NORTHEASTERLY ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID PLAT OF BEACON LAKE PHASE 1, RUN THE FOLLOWING TWELVE (12) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 70°42'27" EAST, 80.00 FEET; COURSE NO. 2: SOUTH 19°17'33" WEST, 20.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 3: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET, AN ARC DISTANCE OF 513.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°58'15" WEST, 507.33 FEET; COURSE NO. 4: NORTH 79°12'33" EAST, 23.75 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 5: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 97.00 FEET, AN ARC DISTANCE OF 41.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 65°48'08" EAST, 40.91 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; COURSE NO. 6: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 71.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°21'32" WEST, 67.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 7: SOUTH 14°54'40" EAST, 77.61 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 8: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 46.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°43'43" EAST, 42.29 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 9: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 440.00 FEET, AN ARC DISTANCE OF 717.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°49'06" EAST, 640.73 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 10: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 81.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°00'03" EAST, 73.03 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 11: NORTH 75°05'20" EAST, 628.27 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 12: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 110.41 FEET,

SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°49'39" EAST, 89.31 FEET, TO A POINT ON THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 197.00 FEET, AN ARC DISTANCE OF 256.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°47'20" EAST, 239.06 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 152.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°34'14" EAST, 151.51 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71°17'07" EAST, 301.87 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 33.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°54'16" EAST, 30.65 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 740.09 FEET, AN ARC DISTANCE OF 71.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°50'50" EAST, 71.10 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 46.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 14°12'03" WEST, 39.83 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 67°00'09" WEST, 346.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 197.00 FEET, AN ARC DISTANCE OF 732.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 39°29'29" EAST, 377.79 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 115.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 50°30'31" EAST, 113.56 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 67°00'09" EAST, 156.18 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 43.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°43'07" EAST, 39.58 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 162.00 FEET, AN ARC DISTANCE OF 60.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°45'28" EAST, 60.06 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09°04'34" EAST, 27.23 FEET,

TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 135.00 FEET, AN ARC DISTANCE OF 148.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°22'33" WEST, 140.88 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 53°49'40" WEST, 18.29 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 665.00 FEET, AN ARC DISTANCE OF 145.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°34'14" WEST, 144.96 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°18'48" WEST, 10.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 365.00 FEET, AN ARC DISTANCE OF 141.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°25'21" WEST, 140.65 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 63°31'53" WEST, 30.45 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 295.00 FEET, AN ARC DISTANCE OF 113.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°28'33" WEST, 113.14 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 33.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°26'35" WEST, 31.82 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 326.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°44'57" WEST, 291.19 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 33.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°04'10" WEST, 31.83 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 295.00 FEET, AN ARC DISTANCE OF 36.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 72°32'02" WEST, 36.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°57'40" WEST, 13.49 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 100.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°35'36" WEST, 100.56 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 86°13'32" WEST, 117.35

FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.00 FEET, AN ARC DISTANCE OF 177.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 86°30'30" WEST, 177.07 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 153.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°18'55" WEST, 149.37 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 197.00 FEET, AN ARC DISTANCE OF 219.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°17'04" WEST, 208.18 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 61.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°00'09" WEST, 57.61 FEET; THENCE SOUTH 43°43'05" WEST, 321.82 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1030.00 FEET, AN ARC DISTANCE OF 511.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 31°13'32" WEST, 506.10 FEET; THENCE NORTH 84°15'00" EAST, 37.50 FEET; THENCE NORTH 00°55'17" WEST, 92.81 FEET; THENCE NORTH 09°00'00" EAST, 92.68 FEET; THENCE NORTH 13°00'00" EAST, 74.86 FEET; THENCE NORTH 01°00'00" WEST, 65.25 FEET; THENCE NORTH 35°00'00" WEST, 67.00 FEET; THENCE NORTH 66°00'00" WEST, 66.95 FEET; THENCE SOUTH 80°00'00" WEST, 72.60 FEET; THENCE NORTH 14°45'21" WEST, 123.00 FEET; THENCE SOUTH 75°05'20" WEST, 5.07 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°09'59" WEST, 35.31 FEET; THENCE SOUTH 74°59'30" WEST, 80.00 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, 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, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 75°05'20" WEST, 101.27 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°05'19" WEST, 35.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°54'40" EAST, 95.25 FEET; THENCE SOUTH 75°05'20" WEST, 180.19 FEET; THENCE SOUTH 30°00'00" WEST, 20.68 FEET, TO

THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 39.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°31'51" WEST, 38.61 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2473.39 FEET, AN ARC DISTANCE OF 500.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°32'06" WEST, 499.65 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 71.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°09'34" WEST, 65.83 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 471.27 FEET, AN ARC DISTANCE OF 244.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°51'21" WEST, 241.87 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 45.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°53'19" WEST, 43.58 FEET; THENCE SOUTH 59°23'15" WEST, 338.48 FEET; THENCE SOUTH 35°00'00" WEST, 65.18 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS, DESIGNATED PROPERTY ACQUISITION NO. 3 DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 4139, PAGE 326, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE WESTERLY, NORTHERLY, EASTERLY, NORTHWESTERLY AND NORTHEASTERLY ALONG LAST SAID LINE AND THE WESTERLY LINE OF LAST SAID LANDS, RUN THE FOLLOWING TWELVE (12) COURSES AND DISTANCES: COURSE NO. 1: NORTH 76°56'43" WEST, 75.32 FEET; COURSE NO. 2: NORTH 75°43'51" WEST, 87.30 FEET; COURSE NO. 3: SOUTH 74°47'20" WEST, 37.27 FEET; COURSE NO. 4: NORTH 83°15'05" WEST, 16.98 FEET; COURSE NO. 5: NORTH 89°48'53" WEST, 28.75 FEET; COURSE NO. 6: NORTH 06°34'19" EAST, 5.90 FEET; COURSE NO. 7: NORTH 89°31'59" EAST, 27.13 FEET; COURSE NO. 8: NORTH 84°41'24" EAST, 10.51 FEET; COURSE NO. 9: NORTH 50°35'19" WEST, 11.28 FEET; COURSE NO. 10: NORTH 32°33'24" EAST, 1.43 FEET; COURSE NO. 11: NORTH 08°47'43" EAST, 37.11 FEET; COURSE NO. 12: NORTH 51°48'18" EAST, 18.82 FEET, TO THE SOUTHERLY LINE, THE WESTERLY LINE AND A NORTHERLY LINE OF THOSE LANDS, DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 3381, PAGE 430, OF SAID PUBLIC RECORDS; THENCE WESTERLY, SOUTHWESTERLY, NORTHERLY, EASTERLY, SOUTHERLY, NORTHEASTERLY, SOUTHEASTERLY AND NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO-HUNDRED AND THIRTY-THREE (233) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 83°51'34" WEST, 10.99 FEET; COURSE NO. 2: SOUTH 86°14'23" WEST, 408.03 FEET; COURSE NO. 3: SOUTH 65°37'58" WEST, 188.43 FEET; COURSE NO. 4: SOUTH 49°33'27" WEST, 248.40 FEET; COURSE NO. 5: SOUTH 39°39'14" WEST, 105.76 FEET; COURSE NO. 6: SOUTH 54°43'14" WEST, 78.70 FEET; COURSE NO. 7: SOUTH 62°26'43"

WEST, 111.37 FEET; COURSE NO. 8: SOUTH 73°37'25" WEST, 74.92 FEET; COURSE NO. 9: SOUTH 79°47'55" WEST, 56.91 FEET; COURSE NO. 10: SOUTH 67°41'18" WEST, 169.66 FEET; COURSE NO. 11: SOUTH 54°15'34" WEST, 104.21 FEET; COURSE NO. 12: SOUTH 54°03'15" WEST, 196.28 FEET; COURSE NO. 13: SOUTH 66°18'47" WEST, 186.72 FEET; COURSE NO. 14: SOUTH 22°19'09" WEST, 59.84 FEET; COURSE NO. 15: SOUTH 66°22'14" WEST, 12.52 FEET; COURSE NO. 16: SOUTH 73°36'38" WEST, 17.72 FEET; COURSE NO. 17: SOUTH 78°41'24" WEST, 35.69 FEET; COURSE NO. 18: SOUTH 78°21'59" WEST, 34.71 FEET; COURSE NO. 19: NORTH 86°43'04" WEST, 43.30 FEET; COURSE NO. 20: NORTH 74°31'42" WEST, 72.88 FEET; COURSE NO. 21: SOUTH 85°59'22" WEST, 36.43 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; COURSE NO. 22: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 17.00 FEET, AN ARC DISTANCE OF 8.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°23'02" WEST, 8.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 23: SOUTH 56°46'43" WEST, 171.47 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 24: 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 ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°09'52" WEST, 84.01 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 25: NORTH 01°06'27" WEST, 322.22 FEET; COURSE NO. 26: NORTH 13°52'52" WEST, 65.90 FEET; COURSE NO. 27: SOUTH 78°58'15" EAST, 22.00 FEET; COURSE NO. 28: NORTH 27°44'20" EAST, 58.44 FEET; COURSE NO. 29: SOUTH 20°23'31" EAST, 20.83 FEET; COURSE NO. 30: NORTH 71°44'41" EAST, 44.14 FEET; COURSE NO. 31: NORTH 01°26'06" EAST, 76.10 FEET; COURSE NO. 32: NORTH 46°58'17" EAST, 19.53 FEET; COURSE NO. 33: SOUTH 85°10'34" EAST, 51.97 FEET; COURSE NO. 34: SOUTH 40°31'09" EAST, 120.38 FEET; COURSE NO. 35: SOUTH 88°12'49" EAST, 41.67 FEET; COURSE NO. 36: NORTH 01°11'31" EAST, 32.93 FEET; COURSE NO. 37: SOUTH 70°21'28" EAST, 67.44 FEET; COURSE NO. 38: NORTH 12°53'57" WEST, 55.53 FEET; COURSE NO. 39: NORTH 42°18'15" WEST, 33.18 FEET; COURSE NO. 40: NORTH 02°46'44" EAST, 46.51 FEET; COURSE NO. 41: NORTH 65°04'58" EAST, 34.17 FEET; COURSE NO. 42: NORTH 40°02'45" WEST, 21.95 FEET; COURSE NO. 43: NORTH 54°11'39" WEST, 56.16 FEET; COURSE NO. 44: NORTH 77°05'52" EAST, 43.82 FEET; COURSE NO. 45: NORTH 68°19'57" EAST, 46.77 FEET; COURSE NO. 46: SOUTH 09°00'32" WEST, 22.92 FEET; COURSE NO. 47: SOUTH 80°02'32" EAST, 30.23 FEET; COURSE NO. 48: NORTH 87°58'05" EAST, 16.39 FEET; COURSE NO. 49: SOUTH 82°05'06" EAST, 77.08 FEET; COURSE NO. 50: NORTH 68°10'32" EAST, 30.53 FEET; COURSE NO. 51: NORTH 03°18'41" WEST, 63.31 FEET; COURSE NO. 52: NORTH 23°17'03" WEST, 12.48 FEET; COURSE NO. 53: NORTH 21°29'26" WEST, 41.76 FEET; COURSE NO. 54: NORTH 08°47'51" EAST, 43.24 FEET; COURSE NO. 55: NORTH 51°29'28" EAST, 55.02 FEET; COURSE NO. 56: SOUTH 19°06'01" EAST, 130.99 FEET; COURSE NO. 57: SOUTH 66°12'14" EAST, 8.36 FEET; COURSE NO. 58: NORTH 48°55'27" EAST, 66.34 FEET; COURSE NO. 59: SOUTH 00°43'09" EAST, 73.18 FEET; COURSE NO. 60: NORTH 71°57'09" EAST, 39.67 FEET; COURSE NO. 61: SOUTH 43°39'28" EAST, 64.51 FEET; COURSE NO. 62: NORTH 61°28'09" EAST, 231.33 FEET; COURSE NO. 63: NORTH

10°37'03" EAST, 19.09 FEET; COURSE NO. 64: NORTH 38°16'52" EAST, 68.58 FEET; COURSE NO. 65: SOUTH 52°38'35" EAST, 44.61 FEET; COURSE NO. 66: NORTH 81°49'12" EAST, 71.82 FEET; COURSE NO. 67: NORTH 30°02'37" EAST, 39.63 FEET; COURSE NO. 68: SOUTH 38°22'28" EAST, 32.31 FEET; COURSE NO. 69: NORTH 62°31'08" EAST, 31.21 FEET; COURSE NO. 70: NORTH 52°46'07" EAST, 37.85 FEET; COURSE NO. 71: NORTH 42°40'47" EAST, 58.44 FEET; COURSE NO. 72: NORTH 31°18'01" EAST, 2.29 FEET; COURSE NO. 73: NORTH 36°52'29" WEST, 13.68 FEET; COURSE NO. 74: NORTH 10°26'01" WEST, 49.40 FEET; COURSE NO. 75: SOUTH 78°37'22" WEST, 36.17 FEET; COURSE NO. 76: NORTH 34°41'19" WEST, 39.20 FEET; COURSE NO. 77: NORTH 56°38'50" EAST, 114.33 FEET; COURSE NO. 78: NORTH 24°33'48" EAST, 23.44 FEET; COURSE NO. 79: NORTH 33°41'01" EAST, 50.78 FEET; COURSE NO. 80: NORTH 89°06'13" EAST, 17.71 FEET; COURSE NO. 81: NORTH 20°38'28" EAST, 54.87 FEET; COURSE NO. 82: SOUTH 48°45'54" EAST, 29.25 FEET; COURSE NO. 83: SOUTH 89°35'17" EAST, 40.20 FEET; COURSE NO. 84: SOUTH 79°26'57" EAST, 38.98 FEET; COURSE NO. 85: SOUTH 65°57'38" EAST, 18.57 FEET; COURSE NO. 86: NORTH 80°19'59" EAST, 24.51 FEET; COURSE NO. 87: NORTH 77°12'08" EAST, 16.18 FEET; COURSE NO. 88: NORTH 43°40'37" EAST, 30.19 FEET; COURSE NO. 89: NORTH 65°26'29" EAST, 79.49 FEET; COURSE NO. 90: NORTH 50°06'33" EAST, 56.74 FEET; COURSE NO. 91: NORTH 76°21'13" EAST, 64.03 FEET; COURSE NO. 92: NORTH 73°13'29" EAST, 40.58 FEET; COURSE NO. 93: NORTH 89°31'59" EAST, 57.04 FEET; COURSE NO. 94: SOUTH 69°06'20" EAST, 23.03 FEET; COURSE NO. 95: NORTH 78°35'24" EAST, 60.35 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 96: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, 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; COURSE NO. 97: NORTH 52°31'34" EAST, 11.18 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 98: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, 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, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 99: NORTH 03°15'50" WEST, 19.37 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 100: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, 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; COURSE NO. 101: SOUTH 71°47'44" WEST, 40.17 FEET; COURSE NO. 102: SOUTH 76°34'46" WEST, 139.62 FEET; COURSE NO. 103: SOUTH 16°15'16" WEST, 34.42 FEET; COURSE NO. 104: SOUTH 20°39'17" EAST, 35.77 FEET; COURSE NO. 105: SOUTH 58°11'32" EAST, 52.50 FEET; COURSE NO. 106: NORTH 88°31'42" WEST, 25.66 FEET; COURSE NO. 107: SOUTH 77°50'21" WEST, 57.93 FEET; COURSE NO. 108: SOUTH 79°06'30" WEST, 38.09 FEET; COURSE NO. 109: SOUTH 55°27'06" WEST, 51.87 FEET; COURSE NO. 110: SOUTH 57°00'00" WEST, 25.49 FEET; COURSE NO. 111: NORTH 50°34'14" WEST, 64.88 FEET; COURSE NO. 112: NORTH 18°35'54" WEST, 31.15 FEET; COURSE NO. 113: NORTH 48°28'12" WEST, 39.64 FEET; COURSE NO. 114: NORTH

77°37'22" WEST, 35.85 FEET; COURSE NO. 115: NORTH 64°58'26" WEST, 24.49 FEET; COURSE NO. 116: SOUTH 59°38'28" WEST, 25.33 FEET; COURSE NO. 117: SOUTH 34°45'41" WEST, 90.42 FEET; COURSE NO. 118: NORTH 30°30'58" WEST, 91.85 FEET; COURSE NO. 119: NORTH 39°37'55" WEST, 63.52 FEET; COURSE NO. 120: NORTH 31°29'44" EAST, 56.36 FEET; COURSE NO. 121: NORTH 89°52'17" WEST, 14.25 FEET; COURSE NO. 122: NORTH 07°24'57" WEST, 100.26 FEET; COURSE NO. 123: NORTH 57°32'02" EAST, 56.24 FEET; COURSE NO. 124: NORTH 27°28'53" WEST, 61.96 FEET; COURSE NO. 125: NORTH 28°56'49" WEST, 34.43 FEET; COURSE NO. 126: NORTH 15°14'26" WEST, 42.08 FEET; COURSE NO. 127: NORTH 20°07'02" WEST, 20.70 FEET; COURSE NO. 128: NORTH 58°36'49" EAST, 68.46 FEET; COURSE NO. 129: NORTH 41°04'16" EAST, 27.35 FEET; COURSE NO. 130: SOUTH 88°23'49" EAST, 27.56 FEET; COURSE NO. 131: NORTH 55°02'43" EAST, 48.78 FEET; COURSE NO. 132: NORTH 29°14'06" EAST, 20.66 FEET; COURSE NO. 133: SOUTH 55°54'06" EAST, 37.52 FEET; COURSE NO. 134: SOUTH 87°16'01" EAST, 46.37 FEET; COURSE NO. 135: SOUTH 64°49'42" EAST, 35.09 FEET; COURSE NO. 136: NORTH 47°09'42" EAST, 18.26 FEET; COURSE NO. 137: SOUTH 73°18'28" EAST, 33.18 FEET; COURSE NO. 138: SOUTH 74°45'39" EAST, 61.27 FEET; COURSE NO. 139: SOUTH 52°02'53" EAST, 32.92 FEET; COURSE NO. 140: SOUTH 32°51'37" EAST, 34.47 FEET; COURSE NO. 141: SOUTH 44°24'47" EAST, 8.66 FEET; COURSE NO. 142: NORTH 74°25'44" EAST, 117.00 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; COURSE NO. 143: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 375.00 FEET, AN ARC DISTANCE OF 258.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°34'17" EAST, 253.72 FEET; COURSE NO. 144: NORTH 01°27'21" WEST, 60.75 FEET; COURSE NO. 145: NORTH 75°39'27" EAST, 18.58 FEET; COURSE NO. 146: NORTH 22°56'59" EAST, 54.37 FEET; COURSE NO. 147: NORTH 59°52'48" EAST, 29.24 FEET; COURSE NO. 148: SOUTH 63°48'09" EAST, 42.32 FEET; COURSE NO. 149: SOUTH 40°06'43" EAST, 33.75 FEET; COURSE NO. 150: SOUTH 80°06'21" EAST, 16.55 FEET; COURSE NO. 151: NORTH 42°55'39" EAST, 25.67 FEET; COURSE NO. 152: SOUTH 33°02'54" EAST, 60.16 FEET; COURSE NO. 153: SOUTH 08°27'00" EAST, 35.99 FEET; COURSE NO. 154: SOUTH 04°20'20" WEST, 111.15 FEET; COURSE NO. 155: SOUTH 57°53'04" EAST, 13.66 FEET; COURSE NO. 156: NORTH 58°36'14" EAST, 23.36 FEET; COURSE NO. 157: SOUTH 79°28'56" EAST, 12.17 FEET; COURSE NO. 158: SOUTH 83°05'29" EAST, 74.64 FEET; COURSE NO. 159: SOUTH 57°43'38" WEST, 26.32 FEET; COURSE NO. 160: SOUTH 10°15'06" WEST, 48.83 FEET; COURSE NO. 161: SOUTH 38°24'56" EAST, 31.23 FEET; COURSE NO. 162: SOUTH 39°44'54" EAST, 59.61 FEET; COURSE NO. 163: NORTH 60°50'34" WEST, 51.64 FEET; COURSE NO. 164: NORTH 54°31'49" WEST, 71.55 FEET; COURSE NO. 165: SOUTH 81°39'34" WEST, 24.38 FEET; COURSE NO. 166: SOUTH 61°54'36" WEST, 7.74 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; COURSE NO. 167: 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; COURSE NO. 168: SOUTH 03°15'50" EAST, 19.93 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 169: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, 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, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 170: SOUTH 52°31'34" WEST, 11.69 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 171: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, 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; COURSE NO. 172: SOUTH 11°39'00" EAST, 20.53 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; COURSE NO. 173: 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 THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 174: 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; COURSE NO. 175: SOUTH 82°02'39" EAST, 29.19 FEET; COURSE NO. 176: NORTH 16°22'12" EAST, 18.25 FEET; COURSE NO. 177: NORTH 54°19'42" EAST, 19.33 FEET; COURSE NO. 178: NORTH 81°51'49" EAST, 40.64 FEET; COURSE NO. 179: NORTH 81°32'54" EAST, 49.08 FEET; COURSE NO. 180: NORTH 13°42'40" EAST, 22.56 FEET; COURSE NO. 181: NORTH 68°04'07" EAST, 30.12 FEET; COURSE NO. 182: NORTH 23°09'23" EAST, 69.93 FEET; COURSE NO. 183: NORTH 60°58'32" WEST, 39.27 FEET; COURSE NO. 184: NORTH 19°38'11" EAST, 58.01 FEET; COURSE NO. 185: NORTH 13°11'20" EAST, 6.41 FEET; COURSE NO. 186: NORTH 09°04'33" EAST, 75.48 FEET; COURSE NO. 187: NORTH 16°10'56" WEST, 35.58 FEET; COURSE NO. 188: NORTH 25°49'21" EAST, 51.72 FEET; COURSE NO. 189: NORTH 20°02'12" EAST, 64.13 FEET; COURSE NO. 190: SOUTH 37°30'46" EAST, 30.33 FEET; COURSE NO. 191: NORTH 50°43'13" EAST, 34.76 FEET; COURSE NO. 192: NORTH 76°17'01" EAST, 96.34 FEET; COURSE NO. 193: NORTH 81°07'12" EAST, 75.69 FEET; COURSE NO. 194: NORTH 51°41'54" WEST, 42.94 FEET; COURSE NO. 195: NORTH 50°29'08" EAST, 72.77 FEET; COURSE NO. 196: NORTH 00°52'21" WEST, 56.08 FEET; COURSE NO. 197: NORTH 24°30'14" WEST, 50.64 FEET; COURSE NO. 198: NORTH 35°18'43" WEST, 36.07 FEET; COURSE NO. 199: NORTH 03°38'17" EAST, 29.47 FEET; COURSE NO. 200: NORTH 13°07'23" WEST, 35.35 FEET; COURSE NO. 201: NORTH 53°21'24" WEST, 27.21 FEET; COURSE NO. 202: SOUTH 57°35'51" WEST, 72.29 FEET; COURSE NO. 203: NORTH 05°43'37" WEST, 110.38 FEET; COURSE NO. 204: NORTH 17°20'48" WEST, 39.69 FEET; COURSE NO. 205: NORTH 82°28'23" WEST, 20.92 FEET; COURSE NO. 206: NORTH 06°24'08" EAST, 22.59 FEET; COURSE NO. 207: NORTH 54°34'37" WEST, 38.08 FEET; COURSE NO. 208: NORTH 27°07'19" WEST, 23.05 FEET; COURSE NO. 209: NORTH 38°58'06" EAST, 31.31 FEET; COURSE NO. 210: NORTH 56°27'16" EAST, 21.88 FEET; COURSE NO. 211: NORTH 46°17'20" EAST, 45.90 FEET; COURSE NO. 212: NORTH 83°30'21" EAST, 26.42 FEET; COURSE NO. 213: SOUTH 61°06'15" EAST, 28.05 FEET; COURSE NO. 214: NORTH 74°12'36" EAST, 23.65 FEET; COURSE NO. 215: SOUTH 84°02'56" EAST, 24.59 FEET; COURSE NO. 216: NORTH 55°00'05" EAST, 59.28 FEET; COURSE NO. 217: NORTH 14°26'38" EAST, 335.62 FEET; COURSE NO. 218: NORTH 11°01'51" WEST, 23.95 FEET;

COURSE NO. 219: NORTH 14°17'53" WEST, 25.78 FEET; COURSE NO. 220: NORTH 20°37'57" WEST, 21.24 FEET; COURSE NO. 221: NORTH 15°19'10" WEST, 27.87 FEET; COURSE NO. 222: NORTH 18°41'17" WEST, 57.20 FEET; COURSE NO. 223: NORTH 12°39'03" WEST, 165.25 FEET; COURSE NO. 224: NORTH 87°13'49" WEST, 21.97 FEET; COURSE NO. 225: SOUTH 52°16'01" WEST, 40.52 FEET; COURSE NO. 226: SOUTH 74°46'15" WEST, 23.14 FEET; COURSE NO. 227: NORTH 66°33'31" WEST, 18.65 FEET; COURSE NO. 228: NORTH 39°05'04" WEST, 22.08 FEET; COURSE NO. 229: NORTH 54°25'29" WEST, 27.26 FEET; COURSE NO. 230: NORTH 06°49'20" EAST, 43.24 FEET; COURSE NO. 231: NORTH 02°10'59" WEST, 66.84 FEET; COURSE NO. 232: NORTH 44°42'03" EAST, 41.82 FEET; COURSE NO. 233: SOUTH 80°03'44" EAST, 3.81 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS, DESIGNATED PROPERTY ACQUISITION NO. 2 DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 4139, PAGE 326, OF SAID PUBLIC RECORDS; THENCE NORTHERLY AND NORTHEASTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES: COURSE NO. 1: NORTH 08°34'44" EAST, 4.42 FEET; COURSE NO. 2: NORTH 14°56'46" EAST, 11.96 FEET; COURSE NO. 3: NORTH 18°18'50" EAST, 8.02 FEET; COURSE NO. 4: NORTH 19°04'27" EAST, 7.46 FEET; COURSE NO. 5: NORTH 26°33'40" EAST, 11.04 FEET; COURSE NO. 6: NORTH 30°04'44" EAST, 12.87 FEET; COURSE NO. 7: NORTH 25°02'18" EAST, 6.37 FEET; COURSE NO. 8: NORTH 34°20'16" EAST, 11.58 FEET; COURSE NO. 9: NORTH 37°45'33" EAST, 8.72 FEET; COURSE NO. 10: NORTH 40°24'21" EAST, 6.98 FEET; COURSE NO. 11: NORTH 43°05'17" EAST, 14.34 FEET, TO A NORTHERLY LINE OF THOSE LANDS, DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 3381, PAGE 430, OF SAID PUBLIC RECORDS; THENCE NORTHERLY AND SOUTHEASTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: NORTH 21°28'45" WEST, 10.50 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 2: 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 ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°52'11" EAST, 94.39 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 3: 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 ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°54'47" EAST, 217.41 FEET; COURSE NO. 4: SOUTH 26°14'09" EAST, 9.95 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS, DESIGNATED PROPERTY ACQUISITION NO. 1 DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 4139, PAGE 326, OF SAID PUBLIC RECORDS; THENCE NORTH 63°17'31" EAST, ALONG LAST SAID LINE, 37.65 FEET, TO A NORTHERLY LINE OF THOSE LANDS, DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 3381, PAGE 430, OF SAID PUBLIC RECORDS; THENCE NORTHEASTERLY, NORTHERLY AND EASTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: COURSE NO. 1: NORTH 23°37'51" EAST, 53.97 FEET; COURSE NO. 2: NORTH 26°04'03" EAST, 39.87 FEET; COURSE NO. 3: NORTH 12°55'23" WEST, 31.20 FEET; COURSE NO. 4: SOUTH 66°10'06" EAST, 18.63 FEET; COURSE NO. 5: SOUTH 64°35'14" EAST, 19.52 FEET; COURSE NO. 6: NORTH 23°30'24" EAST, 38.97 FEET; COURSE NO. 7: SOUTH

82°14'43" EAST, 30.28 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY AND THE WESTERLY LINE OF THOSE LANDS, DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 4463, PAGE 898, OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY, ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 710.00 FEET, AN ARC DISTANCE OF 79.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°28'19" EAST, 79.81 FEET; THENCE NORTH 58°45'00" EAST, 80.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY AND THE WESTERLY LINE OF SAID BEACON LAKE PHASE 1; THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TEN (10) COURSES AND DISTANCES: COURSE NO. 1: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 790.00 FEET, AN ARC DISTANCE OF 274.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°17'23" EAST, 273.29 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 11°19'45" EAST, 8.32 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 3: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 356.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°31'42" EAST, 347.60 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 55°43'39" EAST, 187.02 FEET; COURSE NO. 5: SOUTH 34°16'21" WEST, 94.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 6: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 36.00 FEET, AN ARC DISTANCE OF 33.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°09'45" EAST, 32.20 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 7: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 114.00 FEET, AN ARC DISTANCE OF 45.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°54'33" EAST, 44.72 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 8: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 36.00 FEET, AN ARC DISTANCE OF 29.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°41'34" EAST, 28.74 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 9: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 554.00 FEET, AN ARC DISTANCE OF 24.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°33'50" WEST, 24.59 FEET; COURSE NO. 10: SOUTH 70°42'27" EAST, 14.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 114.21 ACRES, MORE OR LESS.

BEACON LAKE TOWNHOMES

A PORTION OF SECTIONS 9, 10 AND 15, ALL LYING WITHIN TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 15, ALSO BEING THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND A POINT ON THE WESTERLY LINE OF THOSE LANDS, DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 3381, PAGE 430, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE WESTERLY, NORTHERLY, EASTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 89°12'49" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 9, A DISTANCE OF 47.18 FEET; COURSE NO. 2: NORTH 00°47'11" WEST, 80.97 FEET; COURSE NO. 3: NORTH 73°31'30" EAST, 211.36 FEET; COURSE NO. 4: NORTH 16°36'20" WEST, 62.03 FEET; COURSE NO. 5: NORTH 26°09'26" WEST, 232.84 FEET, TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED PURSUANT TO DEED RECORDED IN OFFICIAL RECORDS BOOK 4252, PAGE 1560 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG LAST SAID LINE, 1364.84 FEET, TO AN EASTERLY LINE, A SOUTHERLY LINE & A WESTERLY LINE OF THOSE LANDS, DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 3381, PAGE 430, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTHEASTERLY, SOUTHWESTERLY, SOUTHERLY, WESTERLY, NORTHWESTERLY, EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FORTY-EIGHT (48) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 37°37'34" EAST, 342.24 FEET; COURSE NO. 2: SOUTH 52°26'32" WEST, 284.47 FEET; COURSE NO. 3: SOUTH 05°25'48" WEST, 210.26 FEET; COURSE NO. 4: SOUTH 10°09'43" EAST, 78.81 FEET; COURSE NO. 5: SOUTH 10°12'14" WEST, 50.80 FEET; COURSE NO. 6: SOUTH 38°25'05" WEST, 37.01 FEET; COURSE NO. 7: SOUTH 45°00'00" WEST, 28.28 FEET; COURSE NO. 8: NORTH 79°12'57" WEST, 42.76 FEET; COURSE NO. 9: NORTH 76°22'23" WEST, 33.96 FEET; COURSE NO. 10: NORTH 30°57'50" WEST, 46.65 FEET; COURSE NO. 11: NORTH 40°45'49" WEST, 76.58 FEET; COURSE NO. 12: NORTH 45°00'00" WEST, 18.48 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 13: 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; COURSE NO. 14: SOUTH 51°03'23" WEST, 188.44 FEET, TO A POINT ON A CURVE; COURSE NO. 15: 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; COURSE NO. 16: SOUTH 36°44'12" WEST, 25.73 FEET; COURSE NO. 17: SOUTH 17°11'55" EAST, 41.38 FEET; COURSE NO. 18: SOUTH 00°00'00" WEST, 112.00 FEET; COURSE NO. 19: SOUTH

23°44'58" WEST, 81.94 FEET; COURSE NO. 20: SOUTH 43°31'49" WEST, 57.55 FEET; COURSE NO. 21: SOUTH 05°08'33" WEST, 50.02 FEET; COURSE NO. 22: SOUTH 20°06'59" EAST, 41.30 FEET; COURSE NO. 23: SOUTH 15°29'01" EAST, 58.80 FEET; COURSE NO. 24: SOUTH 08°09'34" WEST, 155.15 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; COURSE NO. 25: 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; COURSE NO. 26: NORTH 71°33'31" EAST, 95.82 FEET; COURSE NO. 27: NORTH 34°56'44" EAST, 18.73 FEET; COURSE NO. 28: NORTH 48°39'08" EAST, 99.90 FEET; COURSE NO. 29: NORTH 44°20'29" EAST, 61.52 FEET; COURSE NO. 30: NORTH 45°49'49" EAST, 48.80 FEET; COURSE NO. 31: NORTH 45°00'00" EAST, 7.07 FEET; COURSE NO. 32: NORTH 03°56'43" EAST, 116.28 FEET; COURSE NO. 33: NORTH 09°01'39" WEST, 108.34 FEET; COURSE NO. 34: NORTH 27°04'19" EAST, 50.54 FEET; COURSE NO. 35: NORTH 14°30'01" EAST, 59.91 FEET; COURSE NO. 36: NORTH 69°35'24" EAST, 45.88 FEET; COURSE NO. 37: SOUTH 71°00'12" EAST, 64.51 FEET; COURSE NO. 38: SOUTH 57°43'37" EAST, 25.52 FEET; COURSE NO. 39: SOUTH 33°18'28" EAST, 111.26 FEET; COURSE NO. 40: NORTH 66°14'00" EAST, 179.58 FEET; COURSE NO. 41: NORTH 23°46'00" WEST, 110.00 FEET; COURSE NO. 42: NORTH 66°14'00" EAST, 192.92 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 43: 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 THE ARC OF A CURVE LEADING NORTHERLY; COURSE NO. 44: 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, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 45: NORTH 21°44'09" EAST, 76.92 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 46: 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, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 47: NORTH 39°00'52" WEST, 34.11 FEET; COURSE NO. 48: NORTH 84°00'52" WEST, 134.75 FEET, TO THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210; THENCE NORTH 51°03'23" EAST, ALONG LAST SAID LINE, 314.76 FEET, TO AN EASTERLY LINE OF THOSE LANDS, DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 3381, PAGE 430, OF SAID PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 09°28'01" WEST, 96.50 FEET; COURSE NO. 2: SOUTH 35°31'59" EAST, 74.37 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 3: 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, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 31°36'59" WEST, 52.36 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 5: 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 THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 6: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 366.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'22" EAST, 348.70 FEET; THENCE SOUTH 08°04'54" WEST, 80.00 FEET, TO THE ARC OF A CURVE LEADING EASTERLY AND THE SOUTHERLY LINE OF THOSE LANDS, DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 4463, PAGE 898, OF SAID PUBLIC RECORDS; THENCE EASTERLY, ALONG LAST SAID LINE AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 415.00 FEET, AN ARC DISTANCE OF 153.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°30'41" EAST, 152.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 76°56'28" EAST, ALONG LAST SAID LINE, 258.96 FEET, TO A SOUTHERLY LINE OF THOSE LANDS, DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 3381, PAGE 430, OF SAID PUBLIC RECORDS; THENCE SOUTHERLY, SOUTHWESTERLY, WESTERLY AND NORTHERLY ALONG LAST SAID LINE AND ALONG THE WESTERLY LINE OF LAST SAID LANDS, , RUN THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: ; COURSE NO. 1: SOUTH 13°03'32" EAST, 103.15 FEET; COURSE NO. 2: SOUTH 32°59'17" WEST, 91.18 FEET; COURSE NO. 3: SOUTH 64°55'56" WEST, 183.72 FEET; COURSE NO. 4: SOUTH 58°07'51" WEST, 93.88 FEET; COURSE NO. 5: NORTH 71°29'22" WEST, 76.57 FEET; COURSE NO. 6: NORTH 77°42'56" WEST, 32.46 FEET; COURSE NO. 7: SOUTH 50°41'29" WEST, 300.09 FEET; COURSE NO. 8: SOUTH 66°14'00" WEST, 139.60 FEET; COURSE NO. 9: SOUTH 46°28'00" WEST, 60.87 FEET; COURSE NO. 10: SOUTH 26°41'59" WEST, 200.14 FEET; COURSE NO. 11: SOUTH 35°51'46" WEST, 146.50 FEET; COURSE NO. 12: SOUTH 45°01'33" WEST, 200.32 FEET; COURSE NO. 13: SOUTH 59°55'26" WEST, 197.51 FEET; COURSE NO. 14: SOUTH 75°49'41" WEST, 103.16 FEET; COURSE NO. 15: SOUTH 53°48'25" WEST, 66.41 FEET; COURSE NO. 16: SOUTH 64°36'09" WEST, 59.33 FEET; COURSE NO. 17: SOUTH 72°39'57" WEST, 59.84 FEET; COURSE NO. 18: SOUTH 74°39'31" WEST, 52.35 FEET; COURSE NO. 19: SOUTH 79°23'32" WEST, 56.75 FEET; COURSE NO. 20: SOUTH 70°16'59" WEST, 63.01 FEET; COURSE NO. 21: SOUTH 56°47'27" WEST, 70.15 FEET; COURSE NO. 22: SOUTH 47°54'07" WEST, 18.05 FEET; COURSE NO. 23: SOUTH 35°04'32" WEST, 13.52 FEET; COURSE NO. 24: SOUTH 44°26'45" WEST, 18.93 FEET; COURSE NO. 25: SOUTH 49°23'33" WEST, 22.56 FEET; COURSE NO. 26: SOUTH 50°04'08" WEST, 10.63 FEET; COURSE NO. 27: SOUTH 51°10'03" WEST, 43.29 FEET; COURSE NO. 28: SOUTH 52°34'35" WEST, 25.85 FEET; COURSE NO. 29: SOUTH 54°04'51" WEST, 47.89 FEET; COURSE NO. 30: SOUTH 55°30'07" WEST, 21.89 FEET; COURSE NO. 31: SOUTH 56°26'21" WEST, 52.19 FEET; COURSE NO. 32: SOUTH 58°39'41" WEST, 73.42 FEET; COURSE NO. 33: SOUTH 51°40'32" WEST, 50.52 FEET; COURSE NO. 34: SOUTH 50°51'58" WEST, 28.49 FEET;

COURSE NO. 35: SOUTH 47°35'03" WEST, 21.86 FEET; COURSE NO. 36: SOUTH 36°10'24" WEST, 172.72 FEET, TO THE WESTERLY LINE OF SECTION 15; COURSE NO. 37: NORTH 00°50'08" WEST, ALONG LAST LINE, 1063.63 FEET, TO THE POINT OF BEGINNING.

CONTAINING 43.85 ACRES, MORE OR LESS.



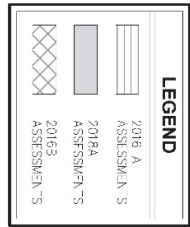
MASTER PROJECT ASSESSEMENT MAP

BEACON LAKE
FOR MEADOW VIEW AT TWIN CREEKS CDD
ST. JOHNS COUNTY, FLORIDA

**FOR MEADOW VIEW AT TWIN CREEKS CDD
ST. JOHNS COUNTY, FLORIDA**

DRAWN BY: S. Lockwood

DRAWING NO. 1



D.

RESOLUTION 2019-05

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2018A-1, AND SPECIAL ASSESSMENT BONDS, SERIES 2018A-2; MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING AN ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SPECIAL ASSESSMENT BONDS, SERIES 2018A-1, AND SPECIAL ASSESSMENT BONDS, SERIES 2018A-2; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE SPECIAL ASSESSMENT BONDS, SERIES 2018A-1, AND SPECIAL ASSESSMENT BONDS, SERIES 2018A-2; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Meadow View at Twin Creeks Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, on September 20, 2018, the District's Board of Supervisors ("**Board**") adopted, after notice and public hearing, Resolution 2018-07, relating to the imposition, levy, collection and enforcement of debt service special assessments to secure the repayment of future bonds, including but not limited to the 2018 Bonds (defined herein); and

WHEREAS, on October 10, 2018, and in order to finance what is known as the "**2018 Project**," the District entered into that certain *Bond Purchase Contract* with MBS Capital Markets, LLC, whereby the District agreed to sell its Special Assessment Bonds, Series 2018A-1 ("**2018A-1 Bonds**") in the par amount of \$8,955,000 and Special Assessment Bonds, Series 2018A-2 ("**2018A-2 Bonds**", and together with the 2018A-1 Bonds, "**2018 Bonds**") in the par amount of \$7,535,000; and

WHEREAS, pursuant to and consistent with Resolution 2018-07, the District desires to set forth the particular terms of the sale of the 2018 Bonds and confirm the lien for special assessments securing the 2018 Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

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

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and Resolution 2018-07. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Resolution 2018-07.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

- a. On September 20, 2018, the District, after due notice and public hearing, adopted Resolution 2018-07 which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any true-up amounts and the application of receipt of any true-up proceeds.
- b. The *Engineer's Report Capital Improvement Plan*, dated March 17, 2016, as supplemented by the *First Supplemental Engineer's Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan*, dated October 6, 2016, and the *Second Supplemental Engineer's Report for Series 2018 and 2019 Projects*, dated September 17, 2018, attached to this Resolution as **Exhibit A** (together, "**Engineer's Report**"), identifies and describes, among other things, the presently expected components of the 2018 Project. The Engineer's Report sets forth the estimated costs of the 2018 Project. The District hereby confirms that the 2018 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the 2018 Bonds.
- c. The *Second Revised Master Special Assessment Methodology Report*, dated September 20, 2018, the *1st Amendment to the "Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2018A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A dated August 16, 2018" for the 2018 Project FINAL NUMBERS*, dated October 10, 2018, and attached to this Resolution as **Exhibit B ("Assessment Report")**, applies to the 2018 Project and the actual terms of the 2018 Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the 2018 Bonds.
- d. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the 2018 Project – as a portion of the Master Project – benefits all developable property within the District, including but not limited to the "**2018A Assessment Area**", as further described in **Exhibit C** attached hereto, but are levied only on the assessable lands within the 2018A Assessment Area. Such benefits from the Master Project – including the 2018 Project – equal or exceed the Revised Master Assessments, which include the special assessments ("**2018A-1 Assessments**") securing the 2018A-1 Bonds, and the special assessments ("**2018A-2 Assessments**," together with the 2018A-1 Assessments, the "**2018A Assessments**") securing the 2018A-2 Bonds, as described in **Exhibit B**. Moreover, such 2018A Assessments are fairly and reasonably allocated across the 2018A Assessment Area. It is reasonable, proper, just and right to assess the 2018A Assessments to the specially benefited properties within the 2018A Assessment Area as set forth in Resolution 2018-07 and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE 2018 BONDS.** As provided in Resolution 2018-07, this Resolution is intended to set forth the terms of the 2018 Bonds and

the final amount of the lien of the 2018A Assessments. **Composite Exhibit D** shows: (i) the rates of interest and maturity on the 2018 Bonds, (ii) the estimated sources and uses of funds of the 2018 Bonds, and (iii) the debt service due on the 2018 Bonds. The lien of the 2018A Assessments shall be the principal amount due on the 2018 Bonds, together with interest and collection costs.

5. **COLLECTION OF THE 2018A ASSESSMENTS.**

- a. The 2018A Assessments shall be allocated in accordance with **Exhibit B**. The Assessment Report, considered herein, reflects the actual terms of the issuance of the 2018 Bonds.
- b. Debt service payments are reflected on **Composite Exhibit D**. The District shall begin annual collection of the 2018A Assessments using the methods available to it by law, and in time (taking into account any capitalized interest period) to meet the debt service obligations set forth in **Composite Exhibit D**.
- c. Section 8 of Resolution 2018-07 sets forth the terms for collection and enforcement of the 2018A Assessments. The District hereby certifies the 2018A Assessments for collection to ensure payment of debt service as set forth in **Exhibit B** and **Composite Exhibit D**. Subject to the requirements of the applicable trust indenture, the District Manager is directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service. Among other things, the District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the 2018A Assessments and present same to the Board as required by law.

6. **PREPAYMENT OF 2018A ASSESSMENTS.** Section 8 of Resolution 2018-07, together with the Assessment Report, shall address prepayments for the 2018A Assessments.

7. **APPLICATION OF TRUE-UP PAYMENTS.** Section 9 of Resolution 2018-07, together with the Assessment Report, shall govern true-up as it relates to the 2018A Assessments and 2018 Bonds.

8. **IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the 2018A Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The 2018A Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

9. **CONFLICTS.** This Resolution is intended to supplement Resolution 2018-07, which remains in full force and effect and is applicable to the 2018 Bonds except to the extent set forth herein. This Resolution and Resolution 2018-07 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

10. **SEVERABILITY.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

APPROVED and **ADOPTED** this ____ day of _____, 2018.

ATTEST:

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

Secretary

Chairman

Exhibit A: *Engineer's Report Capital Improvement Plan, dated March 17, 2016, as supplemented by the First Supplemental Engineer's Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan, dated October 6, 2016, and the Second Supplemental Engineer's Report for Series 2018 and 2019 Projects, dated September 17, 2018*

Exhibit B: *Second Revised Master Special Assessment Methodology Report, dated September 20, 2018, the First Amendment to the "Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2018A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A dated August 16, 2018" for the 2018 Project FINAL NUMBERS, dated October 10, 2018*

Exhibit C: Legal Description of the 2018A Assessment Area

Comp. Exhibit D: Maturities and Coupon of 2018 Bonds
Sources and Uses of Funds for 2018 Bonds
Annual Debt Service Payment Due on 2018 Bonds

Exhibit A:

Engineer's Report Capital Improvement Plan, dated March 17, 2016, as supplemented by the *First Supplemental Engineer's Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan*, dated October 6, 2016, and the *Second Supplemental Engineer's Report for Series 2018 and 2019 Projects*, dated September 17, 2018

Exhibit B:

Second Revised Master Special Assessment Methodology Report, dated September 20, 2018, the 1st Amendment to the "Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2018A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A dated August 16, 2018" for the 2018 Project FINAL NUMBERS, dated October 10, 2018

Comp. Exhibit D:

Maturities and Coupon of 2018 Bonds
Sources and Uses of Funds for 2018 Bonds
Annual Debt Service Payment Due on 2018 Bonds

E.

1.

This instrument was prepared by and
upon recording should be returned to:

HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

(This space reserved for Clerk)

**2018 AMENDMENT TO
"COLLATERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (2016 BONDS)"**

THIS 2018 AMENDMENT ("Amendment") amends that "Collateral Assignment and Assumption Agreement (2016 Bonds)" dated November 3, 2016, and is made and entered into, 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*, being situated in St. Johns County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"); and

Heartwood 23, LLC, a Florida limited liability company, the majority owner and primary developer of lands within the boundary of the District, and whose address is 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301 ("**Developer**").

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain 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 District; and

WHEREAS, on November 3, 2016, the District issued its \$6,640,000 Special Assessment Bonds, Series 2016A-1 ("**2016A-1 Bonds**"), \$5,390,000 Special Assessment Bonds, Series 2016A-2 ("**2016A-2 Bonds**"), and together with the Series 2016A-1 Bonds, "**2016A Bonds**"), and \$9,405,000 Special Assessment Bonds, Series 2016B ("**2016B Bonds**," and together with the Series 2016A Bonds, "**2016 Bonds**"); and

WHEREAS, the District issued the 2016 Bonds in order to finance the portion of the District's \$94,133,971 "**Master Project**" known as the "**2016 Project**," both as defined and described in the *First Supplemental Engineer's Report for Master Infrastructure – Phase 1 and Future Capital Improvement Plan*, dated October 6, 2016; and

WHEREAS, in connection with the issuance of the 2016 Bonds, the District and Developer entered into that certain *Collateral Assignment and Assumption Agreement (2016 Bonds)*, dated

November 3, 2016 (“**2016 Collateral Assignment**”), whereby, and without intending to limit or alter any of its terms, the parties agreed that the Developer would provide to the District certain development rights in the event of a default; and

WHEREAS, the debt service assessments levied in connection with the 2016A Bonds have now been fully allocated to 302 platted units in the District, referred to as “Phase 1,” and such units are no longer subject to the lien of the debt service assessments levied in connection with the 2016B Bonds; and

WHEREAS, with the 2016 Project nearly complete, the District now intends to issue its \$8,955,000 Special Assessment Bonds, Series 2018A-1, and \$7,535,000 Special Assessment Bonds, Series 2018A-2 (together, “**2018 Bonds**”), in order to fund a portion of the Master Project referred to as the “**2018 Project**,” as defined and described in that *Second Supplemental Engineer’s Report for Series 2018 and 2019 Projects*, dated September 17, 2018; and

WHEREAS, pursuant to Resolutions 2016-30, 2017-01, 2018-03, 2018-07 and 2019-05 (together, “**Assessment Resolutions**”) the District has levied debt service special assessments (“**2018 Assessments**”) – as part of the Assessments¹ – to secure the repayment of the 2018 Bonds on the lands identified as the “**2018 Assessment Area**,” as defined and described in the *Second Revised Master Special Assessment Methodology Report* dated September 20, 2018, and the *1st Amendment to the Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2018A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A (the ‘Series 2018 Assessment Area’)* dated August 16, 2018,” for the 2018 Project, dated September 20, 2018, and the *1st Amendment to the Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2018A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A (the ‘Series 2018 Assessment Area’)* dated August 16, 2018,” for the 2018 Project FINAL NUMBERS, dated October 10, 2018; and

WHEREAS, the 2018 Assessment Area is planned to be comprised of the 462 units known as Phases 2 and Townhomes (“**Phase 2/TH**”); and

WHEREAS, in connection with the issuance of the 2018 Bonds, the debt service assessments levied in connection with the 2016B Bonds in the 2018 Assessment Area have been paid and the lands in the 2018 Assessment Area are no longer subject to the lien thereof; and

WHEREAS, in order to ensure that, in the event of a default in the payment of the 2018 Assessments and the exercise by the District of its Remedial Rights as a result thereof, the District has sufficient development rights to complete the 462 units in Phase 2/TH, the Developer and the District desire to amend the 2016 Collateral Assignment as set forth herein to reflect the issuance of the 2018 Bonds and certain matters related thereto; and

WHEREAS, the District confirms that none of the amendments herein adversely impact the rights of the holders of the outstanding 2016A Bonds or 2016B Bonds under the 2016 Collateral Assignment.

¹ Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the 2016 Collateral Assignment.

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

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

2. **COLLATERAL ASSIGNMENT; GENERAL AMENDMENTS.** The 2016 Collateral Assignment continues to apply in full force and effect, except as expressly amended hereby, such that, and without intending to alter the terms of the 2016 Collateral Assignment, the Developer continues to be obligated to collaterally assign to the District all of Developer's development rights relating to development of the District Lands as security for the District's exercise of Remedial Rights upon a default in the Developer's payment and performance and discharge of its obligation to pay the Assessments levied against the District Lands owned by Developer from time to time.

3. **EARLY TERMINATION.** Section 7.a. of the 2016 Collateral Assignment is hereby modified as follows, with underlining indicating new additional language, and ~~strike-through~~ indicating deleted language:

Early Termination – The parties acknowledge that, among other things, and as otherwise qualified herein, this Agreement collaterally assigns the Development Rights to the District, including, among other things, (i) the Development Rights for the first platted Units ~~intended to be~~which have been allocated the full amount of the debt assessments securing the District's Special Assessment Bonds, Series 2016A-1 Bonds and Series 2016A-2 ("**Series 2016A Bonds**") (i.e., ~~approximately 302 Units~~, referred to herein as "**Phase 1**"; (ii) the Development Rights for the 462 Units planned for Phases 2 and the Townhomes ("**Phase 2/TH**") and that are intended to be allocated the full amount of the debt assessments securing the District's Special Assessment Bonds, Series 2018A-1 Bonds and Series 2018A-2 ("**2018 Bonds**"); as well as (iii) the Development Rights for the remaining planned Units in the District (referred to herein as "**Future Phases**"~~"Phase 2"~~). This Agreement shall terminate early, but only with regard to the Phase 1 Units, and the collateral assignment of the Development Rights relating to the Phase 1 Units granted hereby shall terminate, ~~when: the debt assessments securing the Series 2016A Bonds are fully allocated to platted Units, and~~upon the earlier of either (a) all Phase 1 Units have been fully developed, or (b) the Series 2016A Bonds are redeemed or refunded. This Agreement shall terminate early, but only with regard to the Phase 2/TH Units, and the collateral assignment of the Development Rights relating to the Phase 2/TH Units granted hereby shall terminate, when: the debt assessments securing the 2018 Bonds are fully allocated to platted Units within the 2018 Assessment Area, and the earlier of either (a) all Phase 2/TH Units have been fully developed, or (b) the 2018 Bonds are redeemed or refunded. This Agreement shall terminate early, but only with regard to the Units in the Future Phases~~Phase 2 Units~~, and the collateral assignment of the Development Rights relating to the Units in the Phase 1Future Phases Units granted hereby shall terminate, ~~when: the debt assessments securing the Series 2016A Bonds are fully allocated to platted Units, and~~ upon the earlier of either (a) all Units in the Future Phases~~Phase 2~~ Units have been fully developed, or (b) the Series 2016B Bonds are redeemed or refunded. To the extent that a particular Development Right is

not separable, the obligations hereunder with respect to that right shall continue, regardless of any early termination; provided, however, that when the Phase 1 Units are fully developed, the District Engineer, in conjunction with land use counsel retained by the District as appropriate, shall certify whether all such Development Rights are separable among Phase 1, Phases 2/TH, and Future Phases~~between Phases 1 and 2~~, in which case the assignment of the Development Rights with respect to Phase 1 shall terminate, and when the Phase 2/TH Units are fully developed, District Engineer, in conjunction with land use counsel retained by the District as appropriate, shall certify whether all such Development Rights are separable among Phase 1, Phase 2/TH, and Future Phases, in which case the assignment of the Development Rights with respect to the Phase 2/TH Units shall terminate.

4. THIRD PARTY BENEFICIARIES. Section 7.a. of the 2016 Collateral Assignment is hereby modified as follows, with underlining indicating new additional language, and ~~strike through~~ indicating deleted language:

~~After all of the assessments securing the District's Series 2016A Bonds have been fully allocated to Phase 1 platted units, then:~~ (i) The~~The~~ Trustee for the Series 2016A Bonds shall have the rights under this Section and Section 8 only as such rights relate to Phase 1, and the definition of "**Controlling Bonds**" for purposes of the Phase 1 rights shall be modified to mean the total outstanding principal amount of all Series 2016A Bonds, and secured by special assessments levied and imposed on all or a portion of the benefitted lands within Phase 1, as reduced by the principal amount of special assessments securing the outstanding Series 2016A Bonds which are levied on Qualified Transferred Property in Phase 1 applied pro rata (as applicable) according to principal of the Series 2016A Bonds; and (ii) the Trustee(s) for all Bonds other than the Series 2016A Bonds and 2018 Bonds shall have the rights under this Section and Section 8 only as such rights relate to Future Phases~~Phase 2~~, and the definition of "**Controlling Bonds**" for purposes of the Future Phases~~Phase 2~~ rights shall be modified to mean the total outstanding principal amount of all Bonds of each separate Series of Bonds Outstanding (other than the Series 2016A Bonds and 2018 Bonds) under the *Master Trust Indenture*, and secured by special assessments levied and imposed on all or a portion of the benefitted lands within Future Phases~~Phase 2~~, in each case reduced by the principal amount of special assessments securing the corresponding Series which are levied on Qualified Transferred Property in Future Phases applied pro rata (as applicable) according to principal of the Bonds of each Series (other than the Series 2016A Bonds and 2018 Bonds). The Trustee for the 2018 Bonds shall have the rights under this Section and Section 8 only as such rights relate to Phase 2/TH, and the definition of "**Controlling Bonds**" for purposes of such Phase 2/TH rights shall be modified to mean the total outstanding principal amount of all 2018 Bonds, and secured by special assessments levied and imposed on all or a portion of the benefitted lands within the 2018 Assessment Area, as reduced by the outstanding principal amount of special assessments securing the 2018 Bonds which are levied on Qualified Transferred Property in the 2018 Assessment Area applied pro rata (as applicable) according to the outstanding principal amount of the 2018 Bonds.

5. AFFIRMATION OF 2016 COLLATERAL ASSIGNMENT. Nothing contained herein shall alter or amend the parties' rights and responsibilities under the 2016 Collateral Assignment, as it relates

to the 2016 Bonds and/or 2016 Project, except as expressly amended hereby. The 2016 Completion Agreement, as amended hereby, is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

6. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

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

8. **EFFECTIVE DATE.** This Amendment shall be effective upon issuance of the 2018 Bonds.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

WHEREFORE, the parties below execute this Amendment.

WITNESS

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of **MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

WHEREFORE, the parties below execute this Amendment.

WITNESS

HEARTWOOD 23, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____,
as _____ of **HEARTWOOD 23, LLC**, who appeared before me this day in person, and who is either personally
known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

WHEREFORE, the Trustee hereby acknowledges the Amendment.

WITNESS

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: Legal Description of District Lands

2.

**2018 AMENDMENT TO
“COMPLETION AGREEMENT (2016 BONDS)”**

THIS 2018 AMENDMENT (“Amendment”) amends that “Completion Agreement (2016 Bonds)” dated November 3, 2016, and is made and entered into, 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*, being situated in St. Johns County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”); and

Heartwood 23, LLC, a Florida limited liability company, the majority owner and primary developer of lands within the boundary of the District, and whose address is 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301 (“**Developer**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain 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 District; and

WHEREAS, on November 3, 2016, the District issued its \$6,640,000 Special Assessment Bonds, Series 2016A-1 (“**2016A-1 Bonds**”), \$5,390,000 Special Assessment Bonds, Series 2016A-2 (“**2016A-2 Bonds**”), and together with the Series 2016A-1 Bonds, “**2016A Bonds**”), and \$9,405,000 Special Assessment Bonds, Series 2016B (“**2016B Bonds**”), and together with the Series 2016A Bonds, “**2016 Bonds**”); and

WHEREAS, the District issued the 2016 Bonds in order to finance the portion of the District’s \$94,133,971 “**Master Project**” known as the “**2016 Project**,” both as defined and described in the *First Supplemental Engineer’s Report for Master Infrastructure – Phase 1 and Future Capital Improvement Plan*, dated October 6, 2016; and

WHEREAS, in connection with the issuance of the 2016 Bonds, the District and Developer entered into that certain *Completion Agreement (2016 Bonds)* dated November 3, 2016 (“**2016 Completion Agreement**”), whereby, and without intending to limit or alter any of its terms, the parties agreed that the Developer would complete the Master Project to the extent that funds were not available from the issuance of the District’s 2016 Bonds; and

WHEREAS, the debt service assessments levied in connection with the 2016A Bonds have now been fully allocated to 302 platted units in the District, referred to as “Phase 1,” and such units are no

longer subject to the lien of the debt service assessments levied in connection with the 2016B Bonds; and

WHEREAS, with the 2016 Project nearly complete, the District now intends to issue its \$8,955,000 Special Assessment Bonds, Series 2018A-1, and \$7,535,000 Special Assessment Bonds, Series 2018A-2 (together, "**2018 Bonds**"), in order to fund a portion of the Master Project referred to as the "**2018 Project**," as defined and described in that *Second Supplemental Engineer's Report for Series 2018 and 2019 Projects*, dated September 17, 2018, attached hereto as **Exhibit A ("2018 Engineer's Report")**; and

WHEREAS, pursuant to Resolutions 2016-30, 2017-01, 2018-03, 2018-07 and 2019-05 (together, "**Assessment Resolutions**") the District has levied debt service special assessments ("**2018 Assessments**") to secure the repayment of the 2018 Bonds on the lands identified as the "**2018 Assessment Area**," as defined and described in the *Second Revised Master Special Assessment Methodology Report* dated September 20, 2018, and the 1st Amendment to the *"Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2018A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A (the 'Series 2018 Assessment Area')* dated August 16, 2018," for the 2018 Project, dated September 20, 2018, and the 1st Amendment to the *"Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2018A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A (the 'Series 2018 Assessment Area')* dated August 16, 2018," for the 2018 Project **FINAL NUMBERS**, dated October 10, 2018 (together, "**Assessment Reports**"); and

WHEREAS, in connection with the issuance of the 2018 Bonds, the debt service assessments levied in connection with the 2016B Bonds and on the 2018 Assessment Area have been paid, and the 2018 Assessment Area is no longer subject to the lien thereof; and

WHEREAS, the Developer and the District desire to amend the 2016 Completion Agreement to reflect the issuance of the 2018 Bonds and certain matters related thereto; and

WHEREAS, the District confirms that none of the amendments herein adversely impact the rights of the holders of the outstanding 2016A Bonds or 2016B Bonds under the 2016 Completion Agreement;

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

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

2. **COMPLETION OBLIGATION; GENERAL AMENDMENTS.** The 2016 Completion Agreement continues to apply in full force and effect, except as expressly amended hereby, such that, and without intending to alter the terms of the 2016 Completion Agreement, the Developer continues to be obligated to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the improvements in the Master Project which remain unfunded from the proceeds of the District's 2016 Bonds and 2018 Bonds, subject in all respects to the terms and conditions of the 2016 Completion Agreement, as amended hereby. Where the context allows in the 2016 Completion

Agreement, and to give effect to the intent of this Amendment, references in the 2016 Completion Agreement to the 2016 Bonds and/or 2016 Project shall be construed additionally to include a reference to the 2018 Bonds and/or 2018 Project. The following additional amendments apply:

- a. The 2016 Completion Agreement is hereby deemed amended and supplemented as necessary to reflect the approval by the District of the 2018 Engineer's Report, the adoption by the District of the 2018 Assessment Resolutions and the related Assessment Reports and the issuance of the 2018 Bonds.
 - b. **Exhibit A** to the 2016 Completion Agreement is deemed amended to include the 2018 Engineer's Report attached hereto as **Exhibit A** and the term "Engineer's Report" as used in the 2016 Completion Agreement is deemed amended to include the 2018 Engineer's Report.
 - c. The 7th "Whereas" clause in the 2016 Completion Agreement is specifically amended to reflect that the District will be obligated to issue no more than \$8,955,000 in Series 2018A-1 Bonds and \$7,535,000 in Series 2018A-2 Bonds, in addition to the Series 2016 Bonds to fund the Master Project.
3. **EARLY TERMINATION.** Section 2.d. of the 2016 Completion Agreement is hereby modified as follows, with underlining indicating new additional language, and ~~strike through~~ indicating deleted language:

Early Termination – The parties acknowledge that, among other things, and as otherwise qualified herein, this Agreement requires the Developer to complete the Master Project, including (i) the public infrastructure for the first platted units¹ ~~intended to be allocated~~ which have been allocated the full amount of the debt assessments securing the Series 2016A Bonds (i.e., approximately, 302 units, referred to herein as "Phase 1"); (ii) the public infrastructure for the platted units within the 2018 Assessment Area intended to be allocated the full amount of the 2018 Assessments (i.e., approximately 462 units planned for Phases 2 and the Townhomes ("Phase 2/TH")); as well as (iii) all other public infrastructure for the remaining planned units (referred to herein as "Future Phases" ~~"Phase 2"~~), all as more fully described in **Exhibit A**. This Agreement shall terminate early, but only with regard to completion of the Master Project public infrastructure for the Phase 1 units included in the Remaining Improvements, and the Developer's obligations hereunder to complete such public infrastructure and related items in the Master Project needed to serve the Phase 1 units shall terminate, ~~upon when: the debt assessments securing the Series 2016A Bonds are fully allocated to platted lots,~~ and the earlier of either (a) all public infrastructure from the Master Project and supporting such Phase 1 units is complete, or (b) the Series 2016A Bonds are redeemed or refunded. This Agreement shall terminate early, but only with regard to completion of the Master Project public infrastructure for the Phase 2/TH units included in the Remaining Improvements, and the Developer's obligations hereunder to complete such public infrastructure and related items in the Master

¹ The term "units" as used herein refers to the planned lots and other similar units planned for development within the District.

~~Project needed to serve the Phase 2/TH units shall terminate, when: the debt assessments securing the 2018 Bonds are fully allocated to platted lots, and the earlier of either (a) all public infrastructure from the Master Project and supporting such Phase 2/TH units is complete, or (b) the 2018 Bonds are redeemed or refunded. This Agreement shall terminate early, but only with regard to completion of the Master Project public infrastructure for the units in the Future PhasesPhase 2 units included in the Remaining Improvements, and the Developer's obligations hereunder to complete such public infrastructure and related items in the Master Project needed to serve the units in the Future PhasesPhase 2 units shall terminate, when: the debt assessments securing the Series 2016A Bonds are fully allocated to platted lots, and upon the earlier of either (a) all public infrastructure from the Master Project and supporting the units in the Future PhasesPhase 2 units is complete, or (b) the Series 2016B Bonds are redeemed or refunded.~~

4. **THIRD PARTY BENEFICIARIES.** The fourth full paragraph of Section 9 of the 2016 Completion Agreement is hereby modified as follows, with underlining indicating new additional language, and ~~strike-through~~ indicating deleted language:

~~After all of the assessments securing the District's Series 2016A Bonds have been fully allocated to Phase 1 platted units, then: (i) ~~the~~ The Trustee for the Series 2016A Bonds shall have the rights under this Section and Sections 3.a., 10 and 11 only as such rights relate to Phase 1, and the definition of "Controlling Bonds" for purposes of such Phase 1 rights shall be modified to mean the total principal amount of all outstanding Series 2016A Bonds, and secured by special assessments levied and imposed on all or a portion of the benefitted lands within Phase 1, as reduced by the principal amount of special assessments securing the outstanding Series 2016A Bonds which are levied on Qualified Transferred Property in Phase 1 applied pro rata (as applicable) according to principal of the Series 2016A Bonds; and (ii) the Trustee(s) for all Bonds other than the Series 2016A Bonds and the 2018 Bonds shall have the rights under this Section and Sections 3.a., 10 and 11 only as such rights relate to Future PhasesPhase 2, and the definition of "Controlling Bonds" for purposes of such Future PhasesPhase 2 rights shall be modified to mean the total principal amount of all outstanding Bonds of each separate Series of Bonds Outstanding (other than the Series 2016A Bonds and the Series 2018 Bonds) under the Master Trust Indenture, and secured by special assessments levied and imposed on all or a portion of the benefitted lands within Future PhasesPhase 2, in each case reduced by the outstanding principal amount of special assessments securing the corresponding Series which are levied on Qualified Transferred Property applied pro rata (as applicable) according to principal of the Bonds of each Series (other than the Series 2016A Bonds and the Series 2018 Bonds). The Trustee for the 2018 Bonds shall have the rights under this Section and Sections 3.a., 10 and 11 only as such rights relate to Phase 2/TH, and the definition of "Controlling Bonds" for purposes of such Phase 2/TH rights shall be modified to mean the total principal amount of all outstanding 2018 Bonds, and secured by special assessments levied and imposed on all or a portion of the benefitted lands within the 2018 Assessment Area, as reduced by the principal amount of special assessments securing the outstanding 2018 Bonds which are levied on Qualified Transferred Property in the 2018 Assessment Area applied pro rata (as applicable) according to the outstanding principal of the 2018 Bonds.~~

5. **PREREQUISITE TO AMENDMENT.** Notwithstanding anything to the contrary contained in this Amendment, the payment or performance by Developer of its completion obligations under this Amendment is expressly subject to, dependent and conditioned upon, the issuance of \$8,955,000 in par amount of Series 2018A-1 Bonds and \$7,535,000 in par amount of Series 2018A-2 Bonds and, subject to the terms of Section 2.e. of the 2016 Completion Agreement, as modified herein, use of the proceeds thereof to fund a portion of the Master Project. In the event 2018 Bonds are not issued in such amounts, this Amendment shall be void, and of no force or effect.

6. **AFFIRMATION OF 2016 COMPLETION AGREEMENT.** Nothing contained herein shall alter or amend the parties' rights and responsibilities under the 2016 Completion Agreement, as it relates to the 2016 Bonds and/or 2016 Project, except as expressly amended herein. The 2016 Completion Agreement is hereby affirmed, as amended hereby, and continues to constitute a valid and binding agreement between the parties.

7. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

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

9. **EFFECTIVE DATE.** This Amendment shall be effective upon issuance of the 2018 Bonds.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

WHEREFORE, the parties below execute this Amendment.

Attest:

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

Secretary/Assistant Secretary

By: _____
Its: _____

HEARTWOOD 23, LLC

Witness

By: _____
Its: _____

Exhibit A: *Second Supplemental Engineer's Report for Series 2018 and 2019 Projects, dated
September 17, 2018*

3.

This instrument was prepared by and
upon recording should be returned to:

HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

(This space reserved for Clerk)

**TRUE-UP AGREEMENT
(2018 BONDS / 2018 ASSESSMENT AREA)**

THIS TRUE-UP AGREEMENT (2018 BONDS / 2018 ASSESSMENT AREA) ("Agreement") is made and entered into to be effective November 19, 2018, 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*, being situated in St. Johns County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"); and

Heartwood 23, LLC, a Florida limited liability company, the owner and primary developer of lands within the boundaries of the 2018 Assessment Area (defined herein), and whose address is 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301 ("**Developer**").

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including 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 District; and

WHEREAS, the Developer is currently the owner and primary developer of the portion of the lands within the District known as the "**2018 Assessment Area**," which is subject to change as described in the Assessment Report, and which lands are as described in **Exhibit A** attached hereto; and

WHEREAS, for the benefit of all lands within the District, the District intends to finance all or a portion of the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the "**Master Project**" and as defined in the *First Supplemental Engineer's Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan*, dated October 6, 2016 ("**Engineer's Report**"); and

WHEREAS, the District intends to finance a portion of the Master Project – known as the “**2018 Project**,” as defined and described in that *Second Supplemental Engineer’s Report for Series 2018 and 2019 Projects*, dated September 17, 2018 – through the use of proceeds from the anticipated sale of \$8,955,000 Special Assessment Bonds, Series 2018A-1, and \$7,535,000 Special Assessment Bonds, Series 2018A-2 (together, “**2018 Bonds**”); and

WHEREAS, pursuant to Resolution Nos. 2016-30, 2017-01, 2018-03, 2018-07 and 2019-05 (together, “**Assessment Resolutions**”), the District has taken certain steps necessary to impose debt assessment liens on the 2018 Assessment Area pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including liens (“**2018 Assessments**”) to secure repayment of the 2018 Bonds; and

WHEREAS, as part of the Assessment Resolutions, the District adopted the *Second Revised Master Special Assessment Methodology Report* dated September 20, 2018, and the *1st Amendment to the “Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2018A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A (the ‘Series 2018 Assessment Area’)* dated August 16, 2018,” for the 2018 Project, dated September 20, 2018, and the *1st Amendment to the “Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2018A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A (the ‘Series 2018 Assessment Area’)* dated August 16, 2018,” for the 2018 Project **FINAL NUMBERS**, dated October 10, 2018 (together, “**Assessment Report**”), all of which are on file with the District and expressly incorporated herein by this reference; and

WHEREAS, Developer agrees that all lands within the 2018 Assessment Area, described in the 2018 Assessment Report as being subject to the 2018 Assessments, benefit from the timely design, construction, or acquisition of the Master Project (and 2018 Project); and

WHEREAS, Developer agrees that the 2018 Assessments, which were imposed on the lands within the 2018 Assessment Area, have been validly imposed and constitute valid, legal, and binding liens upon the lands within the 2018 Assessment Area; and

WHEREAS, the Assessment Resolutions together with the Assessment Report provide that as the lands within the 2018 Assessment Area are platted, the allocation of the amounts assessed to and constituting a lien upon the lands within the 2018 Assessment Area would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the 2018 Assessment Area, which assumptions were provided by Developer; and

WHEREAS, Developer intends to plat and develop its lands within the 2018 Assessment Area based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

WHEREAS, as more fully described by the Assessment Resolutions, the Assessment Report anticipates a mechanism by which the Developer shall make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, with the amount of such payments being determined generally by a calculation of the principal amount of assessments to be assigned under the Assessment Report as compared to the

amount able to be assigned as reconfigured (which payments shall collectively be referenced as the “True-Up Payment”).

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

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. **VALIDITY OF ASSESSMENTS.** Developer agrees that the Assessment Resolutions have been duly adopted by the District. Developer further agrees that the 2018 Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Developer waives any defect in notice or publication or in the proceedings to levy, impose, and collect the 2018 Assessments on the assessable lands within the 2018 Assessment Area, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such 2018 Assessments. Developer further agrees that to the extent Developer fails to timely pay all 2018 Assessments collected by mailed notice of the District, said unpaid 2018 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the St. Johns County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year. Nothing herein shall require the Developer to be responsible for the payment of any 2018 Assessments on lands not owned by the Developer, subject however to the provisions of Section 6 of this Agreement.

3. **WAIVER OF PREPAYMENT RIGHT.** Developer waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the 2018 Assessments without interest within thirty (30) days of completion of the improvements.

4. **TRUE-UP OBLIGATIONS.**

- a. **Presentation of Plats** – At such time as parcels of land, or portions thereof within the 2018 Assessment Area, are included in a plat or site plan, it is an express condition of this Agreement and the Assessment Resolutions that, prior to County approval, the Developer provide to the District Manager any and all plats or site plans for any portion of the lands within the 2018 Assessment Area, as the boundaries of the 2018 Assessment Area may be amended from time to time. As parcels of land, or portions thereof, are included in a plat or site plan, the District Manager shall review the plat or site plan and cause the 2018 Assessments to be assigned and/or reallocated to the units¹ being included in the plat or site plan and the remaining property in the 2018 Assessment Area in accordance with the Assessment Resolutions and Assessment Report, and cause such reallocation to be recorded in the District’s Improvement Lien Book.

¹ The term “units” as used herein refers to the planned lots and other similar units planned for development within the 2018 Assessment Area.

- b. **True-Up Determination** – Pursuant to the Assessment Report, there may be required from time to time certain true-up payments. When a plat or site plan for the lands within the 2018 Assessment Area is presented to the District, and subject to the terms of the Assessment Report, the District Manager shall review the plat or site plan to determine whether, taking into account the plat or site plan, there is a net shortfall in the overall principal amount of 2018 Assessments reasonably able to be assigned to benefitted lands within the 2018 Assessment Area. Such determination shall be made in the District’s sole discretion and based on the tests or other methods set forth in the Assessment Resolutions and Assessment Report. If the overall principal amount of 2018 Assessments reasonably cannot be assigned, or is not reasonably expected to be assigned, as set forth in more detail in and subject to the terms of the Assessment Report, to the platted and site planned lands as well as the undeveloped lands in the 2018 Assessment Area, then a True-Up Payment in the amount of such shortfall shall become due and payable that tax year by the landowner(s) of record of the land subject to the proposed plat or site plan and of the remaining undeveloped lands in the 2018 Assessment Area, in addition to any regular assessment installment. No further action by the District’s Board of Supervisors shall be required. The District’s review shall be limited solely to this function and the enforcement of the lien established by the Assessment Resolutions. In the event a True-Up Payment is due and unpaid, the payment obligation hereunder, as well as the lien established under the Assessment Resolutions for the True-Up Payment amount, shall remain in place until such time as the True-Up Payment is made.
- c. The terms of the Assessment Resolutions and Assessment Report are expressly incorporated herein by this reference, and, to the extent of any conflict, the Assessment Resolutions and Assessment Report shall control.

5. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Developer’s obligation to pay the 2018 Assessments and to abide by the requirements of the reallocation of 2018 Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

- i. Notwithstanding anything to the contrary herein, a defaulting party shall have twenty (20) days to cure any default hereunder from the date of issuance of a notice of default by the non-defaulting party.

6. ASSIGNMENT. This Agreement shall constitute a covenant running with title to the 2018 Assessment Area, binding upon Developer and its successors and assigns as to the 2018 Assessment Area or portions thereof, and any transferee of any portion of 2018 Assessment Area as set forth in this Section. Developer shall not transfer any portion (“**Transferred Lands**”) of the 2018 Assessment Area to any third party, without first satisfying any True-Up Payment that results from any true-up determinations made by the District with respect to such Transferred Lands. Additionally, any transferee shall take title subject to the terms of this Agreement, including but not limited to any obligation to pay any unsatisfied True-Up Payments.

- i. Notwithstanding the foregoing, the Developer may request an estoppel letter from the District with respect to any proposed transfer, and, any transfer that is consummated after satisfying any applicable True-Up Payment, shall, upon the recording in the Official Records of St. Johns County, Florida of a deed transferring such Transferred Lands, and from such date and thereafter: (i) operate as a release of Developer from its obligations under this Agreement as to such Transferred Lands, and (ii) cause the transferee to be the "Developer" hereunder from and to assume the Developer's obligations hereunder in accordance herewith.

7. ATTORNEYS' FEES AND COSTS. 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.

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

9. NOTICE. 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 or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

10. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

11. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the

Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. By way of clarification, and with respect to that certain True-Up Agreement (2016 Bonds) dated as of November 3, 2016 between the parties hereto ("**2016 True-Up Agreement**") (including, without limitation, Section 11 thereof), such 2016 True-Up Agreement only relates to the debt assessments ("**2016 Assessments**") securing the District's Special Assessment Bonds, Series 2016A-1, Series 2016A-2, and Series 2016B, which 2016 Assessments are unrelated to this Agreement, and, notwithstanding anything in the 2016 True-Up Agreement, nothing herein or in the 2016 True-Up Agreement shall be construed to grant the Trustee for the 2018 Bonds, nor the owners thereof, any rights or benefits under the 2016 True-Up Agreement.

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

13. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

14. 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.

15. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in 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 by sovereign immunity or by other operation of law.

16. 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.

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

18. EFFECTIVE DATE. This Agreement shall be effective as of the date first written above.

[SIGNATURE PAGE FOR TRUE-UP AGREEMENT]

Dated as of the ____ day of _____, 2018.

WITNESS

HEARTWOOD 23, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of **HEARTWOOD 23, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

[SIGNATURE PAGE FOR TRUE-UP AGREEMENT]

Dated as of the ____ day of _____, 2018.

WITNESS

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

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____,
as _____ of **MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me
this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____

(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: Legal Description for 2018 Assessment Area

4.

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL DECLARATION OF CONSENT
(AMENDED MASTER & 2018 ASSESSMENTS)**

Heartwood 23, LLC, a Florida limited liability company, together with its successors and assigns (together, the “**Landowner**”), represents that it is the owner of 100% of the land (“**Property**”) described in **Exhibits A and B** attached hereto and made a part hereof, and further declares, acknowledges and agrees as follows:

1. This document (“**2018 Declaration**”) is intended to supplement that prior *Declaration of Consent (Master & 2016 Assessments)* (“**2016 Declaration**”) recorded at Instrument #2016073449, Book 4283, Pages 1606 et seq., recorded in the Official Records of St. Johns County, Florida, which otherwise remains in full force and effect. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Original Disclosure.

2. The District has lawfully adopted Resolution Nos. 2018-03, 2018-07 and 2019-05 (together, “**2018 Assessment Resolutions**”) and thereby levied non-ad valorem special assessments (“**2018 Assessments**”) on the lands described in **Exhibit B** and as part of the Debt Assessments to secure the repayment of the \$8,955,000 Special Assessment Bonds, Series 2018A-1, and \$7,535,000 Special Assessment Bonds, Series 2018A-2 (together, “**2018 Bonds**”), and to amend the Debt Assessments (together with the 2018 Assessments, “**Amended Debt Assessments**”) to address a new product type and certain other matters. (Note that **Exhibit A** describes the lands upon which the Debt Assessments securing the District’s 2016B Bonds are presently levied.)

3. Such Amended Debt Assessments are legal, valid and binding first liens upon the Property, as described in **Exhibit A or Exhibit B**, as applicable, pursuant to the proceedings of the District levying the Amended Debt Assessments, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid. Further, as part of the Amended Debt Assessments, the 2018 Assessment Resolutions require that certain “True-Up Payments” be made in certain circumstances. The Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the establishment and/or existence of the District, the 2018 Assessment Resolutions, the Amended Debt Assessments, and all proceedings undertaken by the District in connection therewith.

4. The Landowner further acknowledges and agrees that (i) the Amended Debt Assessments, the 2018 Assessment Resolutions, and the terms of the financing documents (“**Financing Documents**”) related to the District’s issuance of the 2018 Bonds are valid and binding obligations enforceable in accordance with their terms; and (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Amended Debt Assessments or claims of invalidity, deficiency or unenforceability of the Amended Debt Assessments, 2018 Assessment Resolutions, or Financing Documents (and the Landowner hereby expressly waives any such claims,

offsets, defenses or counterclaims). Further, the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings relating to enforcement of the Amended Debt Assessments cannot be commenced until one (1) year after the date of the Landowner's default and agree that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*.

5. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Amended Debt Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Amended Debt Assessments under the circumstances set forth in the 2018 Assessment Resolutions.

6. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Amended Debt Assessments is available from the District's Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850.

7. This Declaration may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE APPLICABLE PROPERTY, AS DESCRIBED IN EXHIBITS A AND B, RESPECTIVELY, AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO ALL INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

To be effective as of the ____ day of _____, 2018.

WITNESS

HEARTWOOD 23, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of **Heartwood 23, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description of 2016B Assessment Area

EXHIBIT B: Legal Description of 2018 Assessment Area

5.

This instrument was prepared by and
upon recording should be returned to:

HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

(This space reserved for Clerk)

**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCE
(2018 PROJECT / AMENDED MASTER & 2018 ASSESSMENTS)**

This *Supplemental Disclosure of Public Finance (2018 Project / 2018 Assessments)* supplements the prior *Disclosure of Public Finance ("2016 Disclosure")* recorded in the Official Records of St. Johns County, Florida at Instrument #2016073453, Book 4283, Pages 1713 et seq., which remains in full force and effect. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the 2016 Disclosure.

With the proceeds of the 2016 Bonds having been spent, and on November 19, 2018, the District issued its Special Assessments Bonds, Series 2018A-1 and Series 2018A-2 (together, "**2018 Bonds**") in order to fund the next portion of the Master Project, known as the "**2018 Project**," which generally relates to the next phases of development known as Phase 2 and Townhomes. The 2018 Project is described in that certain *Second Supplemental Engineer's Report for Series 2018 and 2019 Projects*, dated September 17, 2018 ("**2018 Engineer's Report**").

Pursuant to Resolution Nos. 2018-03, 2018-07 and 2019-05, the District levied and imposed special assessments ("**2018 Assessments**") as part of the Master Assessments to secure the repayment of the 2018 Bonds, and amend the Master Assessments to address a new product type and certain other matters, all as set forth in (i) the *Second Revised Master Special Assessment Methodology Report*, dated September 20, 2018; (ii) the *Amended Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2016B Final Numbers*, dated September 20, 2018; and (iii) the *1st Amendment to the "Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds, Series 2018A-1 & A-2, Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A (the "Series 2018 Assessment Area") dated August 16, 2018" for the 2018 Project FINAL NUMBERS*, dated October 10, 2018 (together, "**Assessment Report**"). Such 2018 Assessments are levied on the lands anticipated to be platted as Phase 2 and Townhomes, which lands are described in the 2018 Engineer's Report and Assessment Report and are less than all of the lands described in **Exhibit A**.

Please note that the District's capital improvement plans and future financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice. For more information about the District, or copies of any of the documents listed herein, please visit: <http://www.meadowviewattwincreeksbdd.com/>, or contact the District Manager, c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (904) 940-5850 ("**District Office**").

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Supplemental Disclosure of Public Finance has been executed to be effective as of the 19th day of November, 2018, and recorded in the Official Records of St. Johns County, Florida.

WITNESS

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

By: _____
Print Name: _____

By: _____
Name: _____
Title: _____

By: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of **Meadow View at Twin Creeks Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: Legal Description of Boundaries of District

6.

This instrument was prepared by and
upon recording should be returned to:

HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

(This space reserved for Clerk)

**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL NOTICE OF IMPOSITION OF DEBT ASSESSMENTS
AND GOVERNMENTAL LIENS OF RECORD
(AMENDED MASTER & 2018 ASSESSMENTS)**

This document supplements that prior *Notice of Imposition of Debt Assessments and Governmental Liens of Record (Master & 2016 Assessments)* ("**2016 Notice**") recorded at Instrument #2016073451, Book 4283, Pages 1660 et seq., in the Official Records of St. Johns County, Florida, which remains in full force and effect. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the 2016 Notice.

PLEASE TAKE NOTICE that, in addition to the previously adopted Resolutions 2016-21, 2016-24, 2016-30, 2017-01, 2017-04, and 2017-05 ("**Prior Assessment Resolutions**"), the District has further adopted Resolutions 2018-03, 2018-07 and 2019-05 (together, "**2018 Assessment Resolutions**," and with the Prior Assessment Resolutions, "**Assessment Resolutions**"). The 2018 Assessment Resolutions levied and imposed special assessments ("**2018 Assessments**") as part of the Debt Assessments to secure the repayment of the District's \$8,955,000 Special Assessment Bonds, Series 2018A-1, and \$7,535,000 Special Assessment Bonds, Series 2018A-2, and to amend the Debt Assessments to address a new product type and certain other matters, all as set forth in (i) the *Second Revised Master Special Assessment Methodology Report*, dated September 20, 2018; (ii) the *Amended Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2016B Final Numbers*, dated September 20, 2018; and (iii) the *1st Amendment to the "Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds, Series 2018A-1 & A-2, Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A (the "Series 2018 Assessment Area") dated August 16, 2018" for the 2018 Project FINAL NUMBERS*, dated October 10, 2018 (together, "**Assessment Report**"). Such 2018 Assessments are levied on the lands anticipated to be platted as Phases 2 and Townhomes, as described in the Assessment Report (which lands are less than all of the lands described in **Exhibit A**), and are pledged to repay bonds issued to finance the District's "2018 Project," as part of the overall Master Project and as described in the *Second Supplemental Engineer's Report for Series 2018 and 2019 Projects*, dated September 17, 2018 ("**Engineer's Report**").

A copy of the Assessment Report, Engineer's Report and the Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.416, *Florida Statutes*, or by contacting the District Manager, c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (904) 940-5850.

The Debt Assessments, as amended, and which include the 2018 Assessments, were legally and validly determined and levied in accordance with all applicable requirements of Florida law. The Debt Assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the applicable lands against which assessed until paid, coequal with the lien of all state,

county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Please note that, as part of the Debt Assessments, the Assessment Resolutions require that certain “True-Up Payments” be made in certain circumstances, and landowners should familiarize themselves with those requirements, as they constitute a requirement under the liens.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. This notice shall remain effective if the District undergoes merger, boundary amendment, name change, or other similar circumstance.

Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Supplemental Notice has been executed to be effective as of the 19th day of November, 2018, and recorded in the Official Records of St. Johns County, Florida.

WITNESS

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, as _____ of Meadow View at Twin Creeks Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A: Legal Description of District

7.

This instrument was prepared by and
upon recording should be returned to:

HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

(This space reserved for Clerk)

**NOTICE OF RELEASE OF LIEN
(2016B DEBT ASSESSMENTS)**

PLEASE TAKE NOTICE that the Meadow View at Twin Creeks Community Development District ("**District**"), a local unit of special-purpose government, previously imposed debt service special assessments ("**2106B Debt Assessments**") securing the District's \$9,405,000 Special Assessment Bonds, Series 2016B. The District previously recorded notice of such 2016B Debt Assessments (among other debt assessments) in the Official Records of St. Johns County, Florida at Instrument #2016073451, Book 4283, pages 1660 et seq. The 2016B Debt Assessments have been fully paid for the property ("**Property**") described in **Exhibit A** attached hereto, and as such the 2016B Debt Assessment lien levied on the Property is hereby released and satisfied.

This notice applies only to the 2016B Debt Assessments, and other assessments (including but not limited to other debt assessments, as well as operations and maintenance assessments) may be applicable and outstanding. Please contact the office of the District Manager at Governmental Management Services, LLC, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092, (904) 940-5850, for further information regarding this notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Notice of Release of Lien (2016B Debt Assessments) has been executed to be effective as of the ____ day of _____, 2018, and recorded in the Official Records of St. Johns County, Florida.

WITNESS

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of **Meadow View at Twin Creeks Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

FIFTH ORDER OF BUSINESS

A.

**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2018A-1
SPECIAL ASSESSMENT BONDS, SERIES 2018A-2**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (“**Issuer**”) hereby submits the following requisition for disbursement under and pursuant to the terms of the *Master Trust Indenture* between the Issuer and U.S. Bank National Association, as trustee (“**Trustee**”), dated as of November 1, 2016, as supplemented by that certain *Third Supplemental Trust Indenture* dated as of November 1, 2018 (collectively, “**Indenture**”) (all capitalized terms used herein shall have the meanings ascribed to such terms in the Indenture):

(A) Requisition Number: **#2**

(B) Name of Payee:

HEARTWOOD 23, LLC c/o

BBX CAPITAL REAL ESTATE LLC				
OPERATING ACCOUNT				
ACCOUNT TITLE:	BBX CAPITAL REAL ESTATE, LLC			
	OPERATING ACCOUNT			
ACCOUNT NUMBER:	1219095213			
ROUTING NUMBER:	043000096	Wire		
SWIFT CODE:	PNCCUS33 (Required for international payments)			
BANK ADDRESS:	PNC BANK, N.A.			
	249 FIFTH AVENUE			
	PITTSBURGH, PA 15222			
UPON RECEIPT, NOTIFY:	SUE BRUZZI	954-940-5359		

(C) Amount Payable: **\$2,888,252.41**

(D) Purposes for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):
Costs of the Series 2018A Project, as outlined in Exhibit A, and specifically for monies previously advanced by the Payee pursuant to the Completion Agreement (2016 Bonds), dated November 3, 2016

(E) Fund or Account from which disbursement to be made:
Series 2018A Acquisition and Construction Account

The undersigned hereby certifies that:

1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,
Or
 ___ this requisition is for Costs of Issuance payable from the Series 2018A Acquisition and Construction Account that have not previously been paid;
2. ☒ each disbursement set forth above is a proper charge against the Series 2018A Acquisition and Construction Account;
3. ☒ each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2018A Project;
4. ☒ each disbursement represents a Cost of the Series 2018A Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested.

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

By: _____
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL
FOR NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018A Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2018A Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

By: _____
Consulting Engineer

EXHIBIT A

**MEADOW VIEW AT TWIN CREEKS CDD
2016 SPECIAL ASSESSMENT BONDS (2016 PROJECT)
REQUISITION SUMMARY**

AUGUST 16, 2018 MEETING

REQ #	PAYEE	REFERENCE	HEARTWOOD 23
211	DICKY SMITH & CO	Contractor Application for Payment #8 - Beacon Lake Amenity	\$ 599,946.00

SEPTEMBER 20, 2018 MEETING

REQ #	PAYEE	REFERENCE	HEARTWOOD 23
221	DICKY SMITH & CO., INC.	Contractor Application for Payment #9 - Amenity	\$ 929,836.00

OCTOBER 18, 2018 MEETING

REQ #	PAYEE	REFERENCE	HEARTWOOD 23
225	ETM	Beacon Lake Amenity Phase 1 - Invoice 188492	\$ 467.50
226	ETM	Beacon Lake Townhomes Bidding & CEI Services (WA#10) Invoice 188493	\$ 6,993.11
227	ETM	Beacon Lake Phase 2 Design Phase (WA#5) Invoice 188478	\$ 2,268.51
228	ETM	Beacon Lake Phase 2 Bidding & CEI Services (WA#11) Invoice 188479	\$ 7,648.00
229	ETM	Beacon Lake Phase 2 & Townhomes - Supplemental Report	\$ 979.00
230	ETM	Beacon Lake Phase 3A Design Phase (WA#9) Invoice 188481	\$ 356.00
231	Environmental Resource Solutions, Inc.	Professional Services related to Beacon Lake Phase 2 - Invoice 35486	\$ 491.25
232	Partridge Well Drilling Co., Inc.	Well Service - Invoice 85536	\$ 2,301.18
233	Hughes Brothers Construction, Inc.	Contractor Application for Payment #23 - Beacon Lake Phase 1	\$ 441,019.99
234	Hughes Brothers Construction, Inc.	Contractor Application for Payment #24 - Beacon Lake Phase 1	\$ 96,737.45
235	O.R. Dicky Smith & Co	Contractor Application for Payment #10A - Beacon Lake Amenity	\$ 598,118.00
237	O.R. Dicky Smith & Co	Contractor Application for Payment #8 - Beacon Lake Entry	\$ 9,517.00
238	Basham & Lucas	Beacon Lake Design Services - Invoice 7603	\$ 5,247.50
239	Environmental Resource Solutions, Inc.	Professional Services related to Beacon Lake Phase 2 - Invoice 35666	\$ 647.50
240	Environmental Resource Solutions, Inc.	Professional Services related to Beacon Lake Townhomes - Invoice 35667	\$ 1,007.50
241	Basham & Lucas	Beacon Lake Design Services - Invoice 7605	\$ 1,800.00
		TOTAL REQUISITION	\$ 1,175,599.49

	Micamy Design Studio	75% Deposit	\$ 141,488.14
	Municipal Asset Management, Inc.	Lease Purchase Agreement Down Payment	\$ 41,382.78
			\$ 182,870.92

GRAND TOTAL REIMBURSEMENT REQUISITION \$ 2,888,252.41

November 19, 2018

Meadow View at Twin Creeks Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: James Perry, District Manager

Re: Meadow View at Twin Creeks Community Development District
Requisition Number 2

Dear Mr. Perry,

Please find enclosed an Affidavit of Costs Paid submitted in connection with Meadow View at Twin Creeks Community Development District Requisition Number 2. On behalf of Heartwood 23, LLC, please direct payment to BBX Capital Real Estate, LLC, as specified in the Requisition.

Sincerely,

Andrew Meran
Vice President of Heartwood 23, LLC

Enclosure

AFFIDAVIT REGARDING COSTS PAID

Meadow View at Twin Creeks

Requisition Number 2

STATE OF _____
COUNTY OF _____

I, _____, of Heartwood 23, LLC, a Florida limited liability company ("**Developer**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this Affidavit. My name is _____, and I am the _____ of Developer. I have authority to make this Affidavit on behalf of Developer. Developer is the developer of certain lands within the Meadow View at Twin Creeks Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
2. Based on representations from the District, the undersigned understands that:
 - a. The District previously authorized the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the "**Master Project**" and as detailed in the *First Supplemental Engineer's Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan*, dated October 6, 2016. To finance a portion of the Master Project, the District issued Series 2016A-1 Special Assessment Bonds in the amount of \$6,640,000, Series 2016A-2 Special Assessment Bonds in the amount of \$5,390,000, and Series 2016B Special Assessment Bonds in the amount of \$9,405,000 (together with the Series 2016A-1 and Series 2016A-2 Bonds, the "**2016 Bonds**"). The proceeds of the 2016 Bonds were used to finance portions of the Master Project known as the Series 2016A Project and the Series 2016B Project (together, the "**2016 Project**").
 - b. In connection with the issuance of the 2016 Bonds, the District and the Developer entered into a *Completion Agreement (2016 Bonds)* "**Completion Agreement**," dated November 3, 2016. Under Section 2.a. of the Completion Agreement, "[w]hen all or any portion of the Remaining Improvements are the subject of an existing District contract, the Developer shall provide funds . . . directly to the District in an amount sufficient to complete the Remaining Improvements . . ." Further, pursuant to Section 2.c. of the Completion Agreement, "any funds provided by Developer to fund the Remaining Improvements may be later payable from . . . the proceeds of a future issuance of bonds . . . by the District . . ."
 - c. To facilitate the 2016 Project, the District entered into a number of agreements with contractors, including those referenced in the requisition summary, attached hereto as **Exhibit A**.
3. After the Series 2016A Acquisition and Construction Account and Series 2016B Acquisition and Construction Account were depleted, Developer began making payments directly to contractors under the aforementioned agreements referenced in **Exhibit A**. To date, Developer has inadvertently made certain erroneous payments to District contractors in the amount of **\$2,888,252.41**, identified more specifically in Requisition Number 2 to which this Affidavit is attached and in **Exhibit A**, for work performed under the agreements for the Master Project, which should have been paid directly by the District.
4. Based on representations by the District, the undersigned understands that the District has now issued Series 2018A-1 Special Assessment Bonds in the amount of \$8,955,000, and Series 2018A-2 Special Assessment Bonds in the amount of \$7,535,000. To correct the erroneous payments made by Developer, payments from the proceeds of the Series 2018A-1 and Series 2018A-2 Special Assessment Bonds should be directed to BBX Capital Real Estate, LLC, as specified in Requisition Number 2.

5. In making this Affidavit, I understand that the District intends to rely on this Affidavit for purposes of completing the Requisition Number 2 to which this Affidavit is attached.

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of _____, 2018.

HEARTWOOD 23, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me this ____ day of _____, 2018, by _____ as _____ of Heartwood 23, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

MEADOW VIEW AT TWIN CREEKS CDD
2016 SPECIAL ASSESSMENT BONDS (2016 PROJECT)
REQUISITION SUMMARY

EXHIBIT A
Requisition Summary

JUST 16, 2018 MEETING			
EE	REFERENCE		HEARTWOOD 23
CY SMITH & CO	Contractor Application for Payment #8 - Beacon Lake Amenity		\$ 599,946.00
TEMBER 20, 2018 MEETING			
EE	REFERENCE		HEARTWOOD 23
CY SMITH & CO., INC.	Contractor Application for Payment #9 - Amenity		\$ 929,836.00
OBER 18, 2018 MEETING			
EE	REFERENCE		HEARTWOOD 23
	Beacon Lake Amenity Phase 1 - Invoice 188492		\$ 467.50
	Beacon Lake Townhomes Bidding & CEI Services (WA#10) Invoice 188493		\$ 6,993.11
	Beacon Lake Phase 2 Design Phase (WA#5) Invoice 188478		\$ 2,268.51
	Beacon Lake Phase 2 Bidding & CEI Services (WA#11) Invoice 188479		\$ 7,648.00
	Beacon Lake Phase 2 & Townhomes - Supplemental Report		\$ 979.00
	Beacon Lake Phase 3A Design Phase (WA#9) Invoice 188481		\$ 356.00
	Professional Services related to Beacon Lake Phase 2 - Invoice 35486		\$ 491.25
	Well Service - Invoice 85536		\$ 2,301.18
	Contractor Application for Payment #23 - Beacon Lake Phase 1		\$ 441,019.99
	Contractor Application for Payment #24 - Beacon Lake Phase 1		\$ 96,737.45
	Contractor Application for Payment #10A - Beacon Lake Amenity		\$ 598,118.00
	Contractor Application for Payment #8 - Beacon Lake Entry		\$ 9,517.00
	Beacon Lake Design Services - Invoice 7603		\$ 5,247.50
	Professional Services related to Beacon Lake Phase 2 - Invoice 35666		\$ 647.50
	Professional Services related to Beacon Lake Townhomes - Invoice 35667		\$ 1,007.50
	Beacon Lake Design Services - Invoice 7605		\$ 1,800.00
	TOTAL REQUISITION		\$ 1,175,599.49
amy Design Studio			
	75% Deposit		\$ 141,488.14
micipal Asset Management, Inc.			
	Lease Purchase Agreement Down Payment		\$ 41,382.78
			\$ 182,870.92
GRAND TOTAL REIMBURSEMENT REQUISITION			\$ 2,888,252.41

D.

This instrument was prepared by and
upon recording should be returned to:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT

THIS CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT (“Easement Agreement”) is made this ____ day of November, 2018, by **Heartwood 23, LLC**, a Florida limited liability company (“**Grantor**”) and **Meadow View at Twin Creeks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“**District**” or “**Grantee**”, and together with Grantor referred to herein as the “**Parties**,” and separately as the “**Party**”).

WITNESSETH:

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Grantor is the owner in fee simple of certain real property located in St. Johns County, Florida, lying within the boundaries of the District including those certain parcels of land lying more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Easement Area**”); and

WHEREAS, Grantee has requested that the Grantor grant to Grantee a construction and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements (“**Improvements**”) set forth in the Grantee’s capital improvement plan, and the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. Construction and Maintenance Easement. The Grantor hereby grants to Grantee a non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and

egress for the construction, installation, maintenance, repair and replacement of the Improvements ("Easement").

3. Termination of Easement. The Easement shall automatically terminate as it relates to any portion of the Easement Area upon: (a) conveyance in fee simple title of that portion of the Easement Area to the District, or (b) platting of that portion of the Easement Area, provided however that Grantor agrees to provide at the time of platting or immediately thereafter fee simple title or permanent easement rights, equivalent to those set forth herein, with respect to any platted areas of the Easement Area that contain District improvements.

4. Damage. Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee's use of the Easement Area, and Grantee shall minimize any use of or access across platted lots. In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind. In no event shall Grantee, its employees, agents, licensees, invitees, contractors and subcontractors use the Easement for the storage of construction materials, vehicles, supplies, tools and equipment, or the erection of temporary construction buildings, storage sheds and shelters.

5. Insurance. Grantee and/or any contractors performing work for Grantee on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee, and its employees and representatives, as insureds, as their interests may appear in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

6. Indemnity. To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded by law, Grantee shall indemnify and hold harmless Grantor, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss, damage, or harm of any kind, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Area by Grantee, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives.

7. Limitations on Liability. Grantee agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Grantor's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

8. **Liens.** Grantee shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

9. **Exercise of Rights.** The rights and Easement created by this Easement Agreement are subject to the following provisions:

(a) Grantee shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. Grantee acknowledges that there are or may be existing facilities located within the Easement Area. Grantee shall not interfere with or cause interruption in the day to day operation of all existing facilities in the Easement Area.

(c) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns.

10. **Default.** A default by the Grantor or Grantee under this Easement Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.

11. **Enforcement of Agreement.** In the event that the Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any Party is required, or may desire, to give to or make upon the other Party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other Party as follows (or to such other place as any Party may by notice to the others specify)

A.	If to the District:	Meadow View at Twin Creeks Community Development District c/o Governmental Management Services, LLC 475 West Town Place, Suite 114
----	---------------------	---

St. Augustine, Florida 32092
Attn: James Perry

With a copy to: Hopping Green & Sams P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526 (32314)
Tallahassee, Florida 32301
Attn: Jere L. Earlywine

B. If to the Grantor: Heartwood 23, LLC
401 East Las Olas Blvd, Suite 800
Fort Lauderdale, Florida 33301
Attn: Bruce Parker

With a copy to: Greenspoon Marder, P.A.
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Attn: Barry E. Somerstein

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

13. Third Parties. This Easement Agreement is solely for the benefit of the Grantor and Grantee, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The Grantor shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

14. Assignment. Grantee may not assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the Grantor. Any purported assignment, transfer, or license by Grantee absent the written consent of Grantor shall be void and unenforceable.

15. Controlling Law and Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in St. Johns County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.

16. **Public Records.** All documents of any kind provided in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law.

17. **Severability.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.

18. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

19. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

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

21. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

22. **Effective Date.** The Effective Date of this Easement Agreement shall be the date first written above.

23. **Counterparts.** This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Grantee caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by the Chairperson/Vice Chairperson of the Meadow View at Twin Creeks Community Development District, on behalf of District. He/She is personally known to me or has produced _____ as identification.

GRANTEE:

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

By: _____
Chairperson/Vice Chairperson

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

{Notary Seal}

WITNESSES:

Signed, sealed and delivered

in the presence of:

Print Name: _____

Print Name: _____

GRANTOR:

Heartwood 23, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was sworn to and subscribed before me this _____ day of _____, 2018,
by _____, as _____ of Heartwood 23, LLC. He/She is
personally known to me or _____ has produced
_____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

Exhibit A – Legal Description

[to be provided]

E.

COST SHARE AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into as of this ____ day of _____, 2018, 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*, being situated in St. Johns County, Florida ("**District**"); and

HEARTWOOD 23, LLC, a Florida limited liability company, the primary owner and developer of certain lands within the boundaries of the District ("**Developer**," together with the District, "**Parties**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners in and for St. Johns County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadways, stormwater management systems, potable and reclaimed water and sewer systems and other infrastructure; and

WHEREAS, Developer is the owner of certain lands in St. Johns County, Florida, located within the boundaries of the District ("**Development**"); and

WHEREAS, the District has assumed an agreement ("**Construction Contract**"), attached hereto as **Exhibit A**, with _____ ("**Contractor**"), in connection with the construction of various infrastructure improvements ("**Project**"), which Construction Contract will be administered and reviewed by England, Thims & Miller, Inc. ("**Project Engineer**"), which also serves as the District's Engineer ("**Engineer**"); and

WHEREAS, the Construction Contract covers both private development being conducted for the benefit of Developer as well as public infrastructure improvements within the scope of the District's capital improvement plan ("**Capital Improvement Plan**"), as set forth in the District's Engineer's Report dated March 17, 2016, as supplemented on October 6, 2016, and as may be additionally supplemented from time to time; and

WHEREAS, the Developer has agreed to pay for the cost of the work identified as being the Developer's Items of Work (hereinafter defined) as described in **Exhibit B** as such items of work are not included in the Capital Improvement Plan; and

WHEREAS, in anticipation of the commencement of the Project, the Parties desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the Parties for these improvements as well as certain other matters addressed herein.

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:

AGREEMENT

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

2. WORK DEFINED; ITEMS OF WORK. As used herein, the term “**Work**” shall refer to the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Construction Contract, including performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction. Unit prices have been established for the items of Work (“**Items of Work**”), shown in the Contractor’s bid, as included in the Construction Contract. **Exhibit B** identifies those items that are to be the responsibility of the Developer to fund (“**Developer’s Items of Work**”).

3. COST ALLOCATIONS.

3.1 Cost Allocation. Developer shall pay all of the costs of Developer’s Items of Work. Payment shall be made in accordance with Sections 4 and 5 herein.

3.2 Cost Allocation for Construction Phase Services. Developer shall pay a pro rata share of the consultant fees incurred by the District for construction phase services performed in connection with the design and construction of Developer’s Items of Work. The pro rata share shall be calculated by taking the cost of the Developer’s Items of Work and dividing it by the total contract price (as determined under the Construction Contract). Upon final completion of the Work (as determined under the Construction Contract), the Engineer shall determine the portion of construction phase services attributable to Developer’s Items of Work and notify Developer of the amount to be paid by Developer. Any dispute of the Engineer’s determination shall be resolved in accordance with Section 3.3, below. Payment shall be made in accordance with Sections 4 and 5 herein.

3.3 Dispute of Engineer’s Determination. Should either the District or Developer dispute the Engineer’s determination of costs attributable to either Party either in accordance with Section 3.1, Section 3.2 or Section 5.4, notice of such dispute and the grounds therefore shall be given from one party to the other within five (5) days, excluding Saturdays, Sundays and federal holidays, of receipt of the Engineer’s determination of costs. Thereafter, within seventy two (72) hours, excluding Saturdays, Sundays and federal holidays, after notice of such dispute is given, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the Work and the Engineer’s determination of costs. The independent third party engineer may, upon the written consent of both Parties hereto, secure its own estimates of costs. The Parties agree to and shall be bound by the determination of costs attributable to the Parties as determined by the independent third party engineer. In such event, the fees and costs of the independent third party engineer shall be equally divided between the Parties hereto. Nothing contained in this Section 3.3 shall give Developer the right to dispute the cost of Developer’s Items of Work to the extent such costs are determined in accordance with the Construction Contract.

To ensure compliance with Section 218.735, *Florida Statutes*, the Parties shall follow the procedures described in Section 4, below, with respect to any costs related to a

dispute to be resolved pursuant to this Section 3.3. However, should the independent third party engineer determine that all or a portion of the disputed costs were incorrectly allocated, the party determined by the independent third party engineer to have underpaid its share of the costs shall reimburse the other party the amount underpaid.

4. PAYMENT OF COSTS. Subject to the provisions of Section 5 for any and all invoices related solely to Final Payment, as defined herein, and completion of the Project, the Parties shall pay for the Work in accordance with the following schedule: Within fifteen (15) business days from the receipt of an application for payment certified by the Project Engineer, the District Manager or his designee shall prepare a requisition and forward the requisition to the Engineer and the Chair of the District's Board of Supervisors for execution and return to the District Manager. Within three (3) days of receipt of the fully executed requisition, the District Manager or his designee shall transmit the fully executed requisition to the District Trustee for payment. Concurrently with the transmission of the requisition to the District Trustee, the District shall send the Developer a written invoice for the portion of the Developer's Items of Work included on the application for payment. Within thirty (30) days of receipt of such invoice, Developer shall remit the requested funds to the District.

5. ACCEPTANCE OF WORK

5.1 *Acceptance of Work.* Before the District makes Final Payment as defined below, the District shall provide Developer with a certificate from the Engineer that, to the best of his knowledge, Developer's Items of Work have been performed in substantial compliance with the Construction Contract and appropriate final lien waivers and releases have been obtained from all contractors, sub-contractors, materialmen or suppliers and laborers in connections with the Project. Within fifteen (15) calendar days after receipt of said certificate, Developer shall inspect the Project and provide written notice to the District that Developer's Items of Work, to the best of Developer's knowledge, are or are not in substantial compliance with the Construction Contract. Failure by Developer to provide such written notice within said timeframe shall cause the District Engineer to transmit a written demand to Developer that such notice be provided. Should Developer fail to respond to the District Engineer's written request within five (5) calendar days of receipt of such request, Developer is deemed to have determined that Developer's Items of Work are in substantial compliance with the Construction Contract.

5.2 *Substantial Compliance.* If Developer's notice is that Developer's Items of Work are in substantial compliance (or if Developer fails to provide notice as provided in subsection 5.1), then Developer shall be deemed to have accepted Developer's Items of Work except as to defects not then readily discoverable. Developer shall then remit its payment to the District within five (5) business days of the notice of substantial compliance. Immediately upon receipt of funds from the Developer, the District shall pay the Contractor. Subsequent to Developer's giving such notice of such substantial compliance and the making of Final Payment by the District, Developer agrees that it shall have no claim against the District with respect to any of Developer's Items of Work performed by the Contractor, the only obligation of the District being to enforce the terms of the Construction Contract.

- 5.3 *Non-Compliance.* In the event Developer's notice is that Developer's Items of Work are not in substantial compliance with the Construction Contract, then within ten (10) days of the District's receipt of such notice (provided such notice reasonably identifies the non-complying Developer's Items of Work), the District shall proceed promptly to enforce the terms of the Construction Contract as it applies to completion and correction of Developer's Items of Work. In the event the District disputes Developer's notice of non-compliance, notice of such dispute shall be provided to Developer by the District within five (5) business days of the District's receipt of Developer's notice of non-compliance. In such event, within five (5) business days, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the Developer's Items of Work subject to Developer's notice of non-compliance. The Parties agree to and shall be bound by the determination of substantial compliance or non-compliance as determined by the independent third party engineer. The fees and costs of the independent third party engineer shall be equally divided between the Parties hereto.
- 5.4 *Enforcement Costs.* To the extent such costs are not reimbursed by the Contractor, Developer shall reimburse the District for any costs (as determined by the Engineer) incurred by the District arising out of the District's efforts to enforce the terms of the Construction Contract as it applies to Developer's Items of Work, provided that the defective Work that is the subject of enforcement is not caused in whole or in part or contributed to by the actions of the District or its Engineer. Any dispute as to costs to be reimbursed by Developer pursuant to this subsection 5.4 shall be resolved in accordance with Section 3.3, above.
- 5.5 *Final Payment.* "**Final Payment**" shall be defined as the final payment made to the Contractor by the District after the Contractor has satisfactorily completed all corrections identified in the final inspection, as provided in the Construction Contract.

6. CONSTRUCTION CONTRACT AND PLANS. The District shall be responsible for ensuring that the improvements to be constructed pursuant to the Construction Contract are constructed in substantial compliance with the plans and specifications set out in the Construction Contract and in a timely manner.

- 6.1 *Defective Work.* The District shall not accept defective Work pursuant to the provisions of the Construction Contract with respect to each of the Developer's Items of Work without the written consent of Developer.
- 6.2 *Entitlement to Credits.* In the event the Developer gives written consent in accordance with Section 6.1, Developer shall be entitled to receive the benefit of all credits with respect to Developer's Items of Work as determined in accordance with the Construction Contract.
- 6.3 *Record Drawings.* Upon request, the District shall furnish Developer, free of charge, one copy of available drawings, plans, specifications, addenda, change orders and other modifications marked currently to record all changes and selections made during construction ("**Record Drawings**"). The Record Drawings shall be delivered to Developer upon Final Completion of the Work.

7. INSURANCE AND WAIVER OF SUBROGATION.

- 7.1 Insurance.** The District shall ensure that the policies of insurance required under the Construction Contract include the interest of Developer as additional or named insured. To the extent that there is any additional cost associated with listing Developer as additional or named insured under the policies of insurance required to be purchased and maintained by the Contractor in accordance with the Construction Contract, Developer will pay those additional costs. Developer will make such payment within fifteen (15) days of receiving notice of such additional costs from the District. The District shall ensure that such insurance remains in full force and effect during construction of the Project and thereafter as provided in said policies. The intent is that Developer be provided the same protections in said policies as that accorded to the District. Adjustment and settlement of any loss with the insurers shall be conducted by the District, as trustee, and the District shall account to Developer for the proceeds of such insurance that is applicable to Developer's Items of Work.
- 7.2 Waiver of Subrogation.** The District and Developer waive all rights against each other and any of their agents and employees, each of the other, for all losses and damages caused by any of the perils covered by the policies of insurance obtained pursuant to the Construction Contract, except such rights as they have to proceeds of such insurance held by either the District or the Contractor pursuant to the Construction Contract.

8. LICENSE. Developer hereby grants the District and the District's agents a temporary license to enter property owned by Developer, if any, to construct, inspect and administer the improvements required under the Construction Contract. The District's license to enter Developer's property, as provided herein, shall expire upon final completion of the Work or upon the making of Final Payment to the Contractor, whichever last occurs.

9. OBLIGATIONS OF DEVELOPER. It is the intent of the Parties that Developer's participation in the cost of the Project is not as Owner (as such term is defined in the Construction Contract) or as a party to the Construction Contract and that Developer shall incur no liability or obligation to third parties, including the Contractor, by entering into this Agreement. Developer does hereby contractually obligate itself to provide any and all notices which may be required of the District pursuant to any applicable permits, obtained by Developer for the Project, from a governmental entity, whether local, state or federal. The District does hereby agree to provide written notice to Developer of such notices as the necessity for the notices arises.

10. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the predominantly prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

11. DEFAULTS. Failure by either party to perform each and every one of its obligations hereunder shall be a default, entitling either party to pursue whatever remedies are available to it under Florida law. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the cost sharing for construction of the Project. Terms used in this Agreement which are specifically defined in the Construction Contract shall have the meanings designated in the Construction Contract, unless otherwise indicated in this Agreement.

13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement, other than those necessary to reflect a modification to the Construction Contract pursuant to a Change Order issued in accordance with the Construction Contract, may be made only by an instrument in writing executed by both of the Parties hereto. Any modification to the Construction Contract resulting from a Change Order shall serve to amend this Agreement accordingly.

14. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

15. 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, as follows:

A. If to the District: Meadow View at Twin Creeks Community
Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: James Perry

With a copy to: Hopping Green & Sams P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526 (32314)
Tallahassee, Florida 32301
Attn: Jere L. Earlywine

B. If to the Developer: Heartwood 23, LLC
401 East Las Olas Boulevard, Suite 800
Fort Lauderdale, Florida 33301
Attn: Bruce Parker

With a copy to: Greenspoon Marder, P.A.
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Attn: Barry E. Somerstein

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

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

17. EFFECTIVE DATE. This Agreement shall be effective as of the date first set forth above.

18. APPLICABLE LAW AND VENUE. This Agreement shall be construed, interpreted and controlled by the laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

19. PUBLIC RECORDS. To the extent required by law, Developer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*.

20. 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.

21. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

22. 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.

23. 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.

[Remainder of Page Intentionally Left Blank]

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

Attest:

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

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Print Name

Print Name: _____

Attest:

HEARTWOOD 23, LLC
a Florida limited liability company

Witness

By: _____

Print Name

Print Name: _____

Title: _____

- Exhibit A:** Construction Contract
- Exhibit B:** Developer’s Items of Work

EXHIBIT A: CONSTRUCTION CONTRACT

EXHIBIT B: DEVELOPER’S ITEMS OF WORK

Items of Work	CDD Eligible Items	Developer’s Items of Work

SIXTH ORDER OF BUSINESS



MICAMY
DESIGN STUDIO

October 22, 2018
Job Number: 17-007.0

BBX Capital Real Estate
Attn: Bruce Parker
401 East Las Olas Blvd, Suite 800
Fort Lauderdale, Florida 33301

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

Re: Beacon Lake Clubhouse FF&E

Bruce, this is to confirm the scope and fee of the additional furniture items that have been requested per our meetings/email conversations regarding the furniture package. In order to assure for you that we have correctly established the extent of these services, find a breakdown of the scope below. Please sign the Additional Services letter indicating your approval and return.

I. ADDITIONAL FURNITURE ITEMS

Addition of interior and exterior trash cans throughout the facility, and Price increase of the fabric from the original quoted price.

II. SCOPE OF ADDITIONAL ITEMS

Drapery Price Change

The original quoted price for the drapery fabric was \$78 per yard in 2017. Price increased to \$111 per yard when it was ordered in August of 2018.

Original: \$78.00 x 136 yards = \$10,608.00

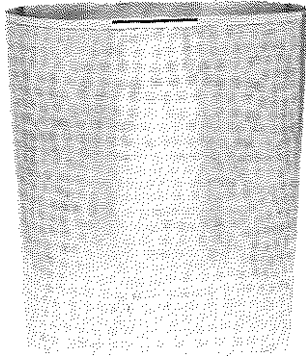
New Price: \$111.00 x 136 yards = \$15,096.00

Additional Amount Due= \$4,488.00

Trash Receptacles

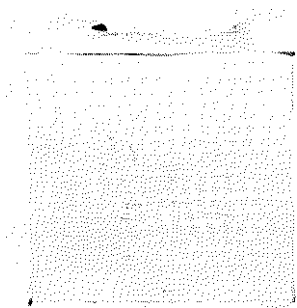
1. Buren Wastebasket

- will go in social room bathrooms
- Dimensions: 10"L x 8"W x 11"H
- Quantity: 4
- Price each: \$205.00
- Total: \$820.00



2. Buren Tissue Box

- will go in social room bathrooms
- Dimensions: 6"L x 6"W x 6"H
- Quantity: 2
- Price each: \$101.40
- Total: \$202.80



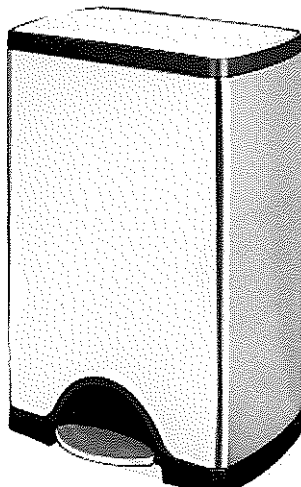
3. Lobby Trash Cans-35 Gallon Satin

- will go in social room on both sides of the room
- Dimensions: 18"Dia x 32"H
- Quantity: 2
- Price each: \$427.70
- Total: \$855.40



4. Stainless Steel Trash Cans

- These will go in the pool/fitness restrooms (2 in the women's and 2 in the men's).
- Dimensions: 16"L x 13"W x 26"H
- Quantity: 4
- Price each: \$188.50
- Total: \$754.00



5. Hands Free Trash Cans

- will go in the kitchen area
- Dimensions: 16"L x 16"W 34"H
- Quantity: 1
- Price each: \$117.00



6. Uline Trash Can w/ Dolly-32 gallon

- will go in the kitchen area
- Dimensions: 27"H x 22"D
- Quantity: 1
- Price each: \$98.80



DOLLY

7. Exterior Trash Cans

- will go around the exterior of the building. The colors are customizable and will be selected upon approval of this additional service agreement.

- Quantity: 14

- Price each: \$795.60

- Total: \$11,138.40



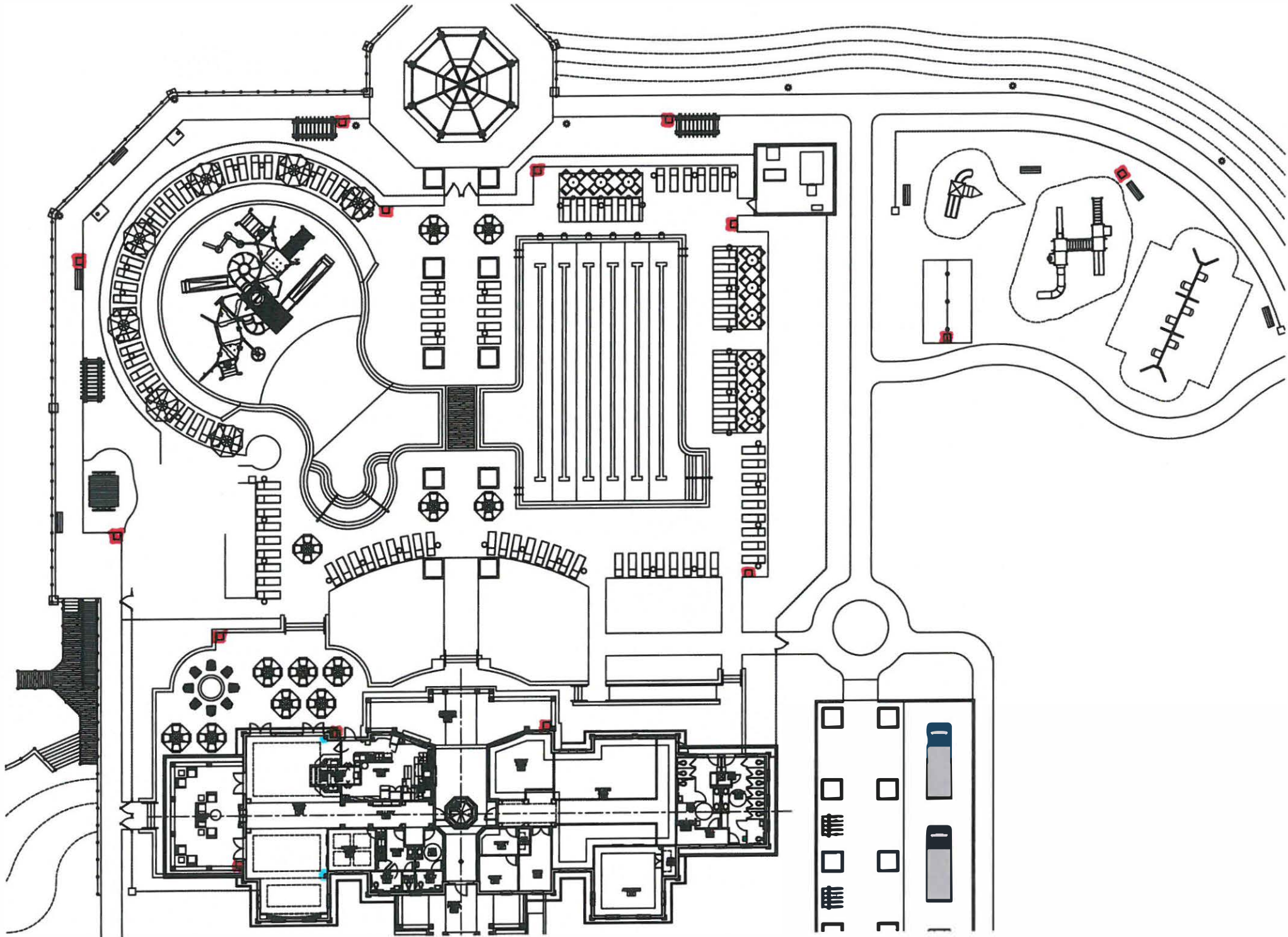
Total Price for all Trash Cans: \$13,986.40

Total Amount of all items on this Additional Service Agreement: \$18,474.40 ✓

approved: James Oliver
James Oliver, CDD Secretary
10/22/2018

BEACON LAKE CLUBHOUSE - EXTERIOR TRASH CAN PLACEMENT

10.22.18



SEVENTH ORDER OF BUSINESS



BUSINESS SERVICE ORDER AGREEMENT

Account Name: Meadow View at Twin Creeks CDD

ID#: 20290891

CUSTOMER INFORMATION (Service Location)				
Address 1		850 BEACON LAKE PKWY	City	ST AUGUSTINE
Address 2			State	FL
Primary Contact Name		Ernesto Torres	ZIP Code	32095
Business Phone		(904) 940-5850	County	
Cell Phone			Email Address	etorres@gmsnf.com
Pager Number			Primary Fax Number	
Technical Contact Name		Tech Contact On-Site? No		
Technical Contact Business Phone		Technical Contact Email		
Property Manager Contact Name		Property Mgr. Phone		

COMCAST BUSINESS SERVICES			
---------------------------	--	--	--

Selection (X)	
Business Voice	X
Business Internet	X
Business TV	X

Service Term (Months)	36
-----------------------	----

COMCAST BUSINESS SERVICES DETAILS

Business Voice*

VOICE SELECTIONS	Quantity	Unit Cost	Total Cost
Mobility Lines	2	\$44.95	\$89.90
4+ Mobility Lines	0	\$29.95	\$0.00
Full Feature Voice Lines	0	\$59.95	\$0.00
4+ Lines	0	\$24.95	\$0.00
Basic Lines	0	\$24.95	\$0.00
Toll Free Numbers			
Equipment Fee	1	N/A	\$14.95
VOICE OPTIONS	Selection(X)	Total Cost	
Voicemail	1	\$5.00	
Published	X	\$0.00	
Enhanced Listings			
Auto-Attendant			

* Voice offers & options not available in all markets.

Comcast Business Packages

Package Name:	CL3__DPBV_TP_\$289.95BI1G_\$29MOB3yr
PACKAGE DESCRIPTION	
\$210 MRC Discount off Business Internet 1G for discounted rate of \$289.95. \$15 MRC Discount off Mobility Lines 1-3 for discounted rate of \$29.95 each. MRC discounts rolls to rate card in month 37. Business Internet 1G and minimum 1 Mobility Line required. 3 year term required. Taxes, Usage, Fees, and Equipment are extra.	

VoiceEdge Select Selections*

Voice Selections	Quantity	Unit Price(MRC)	Total Price(MRC)	Unit Price(NRC)	Total Price(NRC)
VoiceEdge Select Seats	0	\$39.95	\$0.00	\$29.95	\$0.00
Cordless Handset	0	\$0.00	\$0.00	\$0.00	\$0.00
Cordless Deskphone	0	\$0.00	\$0.00	\$0.00	\$0.00

*Bundle include : Auto attendant, Hunt Group and Base station.

Business Internet*

INTERNET SELECTIONS	Selection(X)	Total Cost
Speed - Business Internet 1Gb	X	\$499.95
Equipment Fee	X	\$0.00

*Business Internet speed tier selections not available in all markets.
*Internet selections & options not available in all markets.

INTERNET OPTIONS	Selection(X)	Total Cost
Static IP V4/V6 - 13	X	\$39.95
WiFi Pro Expanded Coverage	X	\$29.90
WiFi Pro Equipment Fee	X	\$5.00
WiFi Pro Expanded Coverage Equip Fee	X	\$5.00

Business TV***

TV SELECTIONS		Selection	Total Cost	
TV Preferred		X	\$74.95	
HD Technology Fee		X	\$9.95	
TV OPTIONS		Selection	Total Cost	
Sports Pack**				
Canales Selecto				
Music Choice W/Comcast Business TV				
Other				
Other				
TV CONFIGURATION DETAILS		Quantity	Unit Cost	Total Cost
Primary Outlet - TV Box + Remote		1	\$2.70	\$2.70
TV Box + Remote		11	\$9.95	\$109.45
TV Adaptor		0	\$0.00	\$0.00
mini mDTA/mDTA Type		# of Outlets	NRC	MRC

*** Not available in home offices or private view establishments. TV selections & options not available in all markets. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to Video and/or Public View Video.
** Available as add-on to Digital Standard & Digital Deluxe TV Selections only.



BUSINESS SERVICE ORDER AGREEMENT

Account Name: Meadow View at Twin Creeks CDD

ID#: 20290891

COMCAST BUSINESS TOTAL SERVICE CHARGES

Comcast Business	Selection(X)	Quantity	Unit Cost	Total Cost
Business Internet/TV/Voice Installation Fee	X		\$0.00	\$0.00
WiFi Pro Expanded Coverage Activation Fee	X			\$99.90
Voice Activation Fee*	X		\$29.95/Line	\$59.90
Auto-Attendant Setup Fee				
Toll Free Activation Fee				
Directory Listing Suppression Fee				
VoiceEdge Select Seat Activation Fee**				

Total Monthly Service Charge	\$886.70
Promotional Code (if applicable)	InstallINRCPromo_WVI23
Discount On Internet (if applicable)	210.00
Discount On Video (if applicable)	
Discount On Voice (if applicable)	30.00
Discount On VoiceEdge Select Seats (if applicable)	

* Per line activation fee, up to four (4) line maximum charge.
** Bundle includes: Auto attendant, Hunt Group and Base Station.

Total Discount \$240.00

Total Recurring Monthly Bill: \$646.70

Total Installation Charges: \$159.80

* Does not include Custom Installation Fees.

* Applicable federal, state, and local taxes and fees may apply.

GENERAL SPECIAL INSTRUCTIONS

Promotion Code InstallINRCPromo_WVI23 - If 2 year term and a double or triple play of Business Internet, Business Voice or Business TV, Standard installation charge is reduced to \$49. If 3 year term and a double or triple play of Business Internet, Business Voice, Business TV, Standard Installation charge is waived. 1 year contracts or Single play Orders not eligible.



BUSINESS SERVICE ORDER AGREEMENT

Account Name: Meadow View at Twin Creeks CDD

ID#: 20290891

COMCAST BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email	No	Equipment Selection	DOCSIS 3.1 Device
Number of Static IPs*	13	Business Web Hosting	No

COMCAST BUSINESS TV CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type
Outlet 1 - Primary	Outlet - 1	TV Box + Remote
Outlet 2 - Additional	Outlet - 2	TV Box + Remote
Outlet 3 - Additional	Outlet - 3	TV Box + Remote
Outlet 4 - Additional	Outlet - 4	TV Box + Remote
Outlet 5 - Additional	Outlet - 5	TV Box + Remote
Outlet 6 - Additional	Outlet - 6	TV Box + Remote
Outlet 7 - Additional	Outlet - 7	TV Box + Remote
Outlet 8 - Additional	Outlet - 8	TV Box + Remote

Additional Comments:

OUTLETS 9 & UP QUANTITY

TV Box + Remote	4
TV Adaptor	0

COMCAST BUSINESS VOICEEDGE SELECT CONFIGURATION DETAILS

Phone #	Type

COMCAST BUSINESS VOICE CONFIGURATION DETAILS

Phone #	Type	HG1 Seq	HG2 Seq	Voicemail	Customer Equipment
Native1	Mobility Lines	P1	None	Yes	Phone System Type (Key System, PBX, Other)
Native2	Mobility Lines	P2	None	No	
					Phone System Manufacturer
					Fax Machine Manufacturer
					Alarm System Vendor
					Point of Sale Device
					Telco Closet Location
					Hunt Group Configuration Details
					Hunt Group Features Requested (Yes/No)
					Yes
					Hunt Group 1 Configuration Type
					Hunt Group 2 Configuration Type
					Hunt Group 1 Pilot Number
					Native1
					Hunt Group 2 Pilot Number



BUSINESS SERVICE ORDER AGREEMENT

Account Name: Meadow View at Twin Creeks CDD

ID#: 20290891

Toll Free #	Calling Origination Area	Associated TN

Directory Listing Details

Directory Listing (Published, Non-Published, Unlisted)	Published
Directory Listing Phone Number	Native1
Directory Listing Display Name	Beacon Lake Amenities Center
DA/DL Header Text Information	Office Buildings
DA/DL Header Code Information	074770
Standard Industry Code Information	7359

Additional Voice Details

Caller ID (Yes/No)	Yes
Caller ID Display Name (max 15 char.)	Beacon Lake Ame
International Dialing (Yes/No)	No
Call Blocking (Yes/No)	No
Auto-Attendant (Yes/No)	No

COMCAST BUSINESS VOICE EDGE CONFIGURATION DETAILS

Voice Edge Directory Listing Details

Directory Listing (Published, Non-Published, Unlisted)	
Directory Listing Phone Number	
Directory Listing Display Name	
DA/DL Header Text Information	
DA/DL Header Code Information	

Voice Edge Additional Voice Details

Caller ID (Yes/No)	
International Dialing (Yes/No)	
Caller ID Display Name (max 15 characters)	
Call Blocking (Yes/No)	
Enterprise Extension Dialing?	



BUSINESS SERVICE ORDER AGREEMENT

Account Name: Meadow View at Twin Creeks CDD

ID#: 20290891

CUSTOMER BILLING INFORMATION

Billing Account Name	Meadow View at Twin Creeks CDD	City	ST AUGUSTINE
Billing Name (3rd Party Accounts)		State	FL
Address 1	850 BEACON LAKE PKWY	ZIP Code	32095
Address 2		Billing Contact Email	etorres@gmsnf.com
Billing Contact Name	Ernesto Torres	Billing Contact Phone	(904) 940-5850
Tax Exempt?*	No	Billing Fax Number	
* If yes, please provide and attach tax exemption certificate.			

AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.
2. Comcast Business Voice, Internet, TV, Comcast Business SecurityEdge and Comcast Business SmartOffice™ Services ("Service") carry a 30 day* money back guarantee**. If, within the first 30 days following Service installation, Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for the monthly recurring fee paid for the first 30 days of service, excluding installation charges, fees, taxes and voice usage charges, however, Customer will be charged any remaining payments owed for non-refundable fees (including installation) and other charges. In order to be eligible for the refund, Customer must cancel Service within 30 days after installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.

*Comcast Business Trunks and Comcast Business VoiceEdge™ carry a 60 day money back guarantee, subject to the above terms.

**The money back guarantee does not apply to Hospitality Video or Ethernet Services.

3. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.
4. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.
5. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

6. IF CUSTOMER IS SUBSCRIBING TO COMCAST’S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

911 NOTICE

Comcast Business Digital Voice service ("Voice Service") may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice Service, Comcast must have the correct service address for the telephone number used by the Company. If the Voice Service or any Voice Service device is moved to a different location without Company providing an updated service address, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice Service (including 911) may fail altogether. Customer’s use of a telephone number not associated with its geographic location may also increase these risks.
- The Voice Service uses electrical power in the Company’s premises. If there is an electrical power outage, 911 calling may be interrupted if a battery back-up is not installed in the voice modem, fails, or is exhausted.
- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, a broadband connection failure, or another technical problem.
- Customer should call Comcast at 1-888-824-8104 if it has any questions or needs to update a service address in the 911 system. Delays in updating the service address may also impact 911.
- **BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.**

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx .	
DocuSigned by:	
Signature:	
Print:	2B144462417C400... Danielle Simpson
Title:	Office Manager
Date:	11/1/2018

FOR COMCAST USE ONLY	
Sales Representative: Michael Sarka	
Sales Representative Code: _____	
Sales Manager/Director Name: Jay Bass	
Sales Manager/Director Approval: _____	
Division: Central	
SmartOffice License Number: _____	



BUSINESS SERVICE ORDER AGREEMENT

Account Name: Meadow View at Twin Creeks CDD

ID#: 20290891

BUSINESS CLASS: CUSTOM INSTALLATION & CONSTRUCTION ADDENDUM

CUSTOMER INFORMATION (Service Location)

Address 1 850 BEACON LAKE PKWY City ST AUGUSTINE
Address 2 State FL
Primary Contact Name Ernesto Torres ZIP Code 32095
Business Phone (904) 940-5850 County
Cell Phone Email Address etorres@gmsnf.com
Pager Number Primary Fax Number

TECHNICAL CUSTOMER CONTACT INFORMATION (Service Location)

Technical Contact Name Tech Contact On-Site? No
Technical Contact Business Technical Contact Email
Property Manager Contact Name Property Mgr. Phone

CUSTOMER BILLING INFORMATION

Billing Account Name Meadow View at Twin Creeks CDD City ST AUGUSTINE
Billing Name (3rd Party) State FL
Address 1 850 BEACON LAKE PKWY ZIP Code 32095
Address 2 Billing Contact etorres@gmsnf.com
Billing Contact Name Ernesto Torres Billing Contact (904) 940-5850
Tax Exempt?* No Billing Fax
* If yes, please provide and attach tax exemption certificate.

CUSTOM INSTALLATION AND CONSTRUCTION ADDENDUM*

As set forth in Section 2.7 of the Comcast Business Class General Terms and Conditions, Comcast has determined that Custom Installation is necessary for the service location described above as follows:

Total Custom Installation Fees: \$9,858.70
Less Fees Paid by Comcast:* \$9,858.70
Fees Due Comcast: \$0.00

* Any Custom Installation Fee amount absorbed by Comcast must be immediately paid by you to Comcast if the applicable Sales Order is terminated prior to the end of the Service Term. Please sign below to agree to these Terms and Conditions.

CUSTOMER SIGNATURE

By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <http://business.comcast.com/terms-conditions/index.aspx>.

Signature: Danielle Simpson
Print: 2B144462417C400...
Title: office Manager
Date: 11/1/2018

FOR COMCAST USE ONLY

Sales Representative: Michael Sarka
Sales Representative Code:
Sales Manager/Director Jay Bass
Sales Manager/Director
Division: Central
Lead ID: 20290891

EIGHTH ORDER OF BUSINESS

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, October 18, 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
Aaron Lyman	Supervisor
Ben Bishop	Supervisor

Also present were:

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

The following is a summary of the discussions and actions taken at the October 18, 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

Financing Matters

Mr. Earlywine stated the offering statement is going to be finalized and posted today or tomorrow. We expect to close on the 2018 bonds on November 19th with pre-closing some time in November.

FOURTH ORDER OF BUSINESS

**Ratification of Resolution 2019-01,
Designating Officers**

Mr. Oliver stated we are requesting to add GMS employees to be able to execute documents on behalf of the District and those employees are Ariel Lovera as an Assistant Treasurer, Ernesto Torres as an Assistant Secretary and Daniel Laughlin as an Assistant Secretary.

On MOTION by Mr. Parker seconded by Mr. Kovacic with all in favor Resolution 2019-01 was approved

FIFTH ORDER OF BUSINESS

**Approval of Minutes of the September 20,
2018 Meeting**

There were no comments on the minutes.

On MOTION by Mr. Parker seconded by Mr. Bishop with all in favor the minutes of the September 20, 2018 meeting were approved.

SIXTH ORDER OF BUSINESS

**Consideration of Matters Regarding Dock
Easement**

Mr. Earlywine stated I think the concept is that we would have a master dock plan that would allow residents to have a dock installed extending out into the District's lake and most of that would be governed by the HOA. The District needs to grant an easement to allow the docks to be placed in the main lake and that's what this first document does. It's between the District and HOA and gives the HOA the easement rights that it needs to authorize these docks and boat lifts. There is a contribution of \$42,750 that is required because the bond was financed with tax-exempt money. That contribution can come out of an acquisition that we do in the future.

On MOTION by Mr. Parker seconded by Mr. Bishop with all in favor the dock easement documents were approved in substantial form.

SEVENTH ORDER OF BUSIENSS**Consideration of Proposal from Clary & Associates for Platting Services**

Mr. Kovacic stated we requested a proposal from Clary & Associates. They did plat phase one and they are currently preparing plats for phase two and for the townhome phase. The proposal is for \$41,700.

On MOTION by Mr. Parker seconded by Mr. Kovacic with all in favor the proposal from Clary & Associates for platting services was approved.

EIGHTH ORDER OF BUSINESS**Other Business**

Mr. Torres stated I've been working with Jere and we finally got an equipment lease agreement draft from Municipal Asset Management Inc. We're just in the middle of settling the liability insurance portion but all of the other terms have been agreed upon.

Mr. Parker asked how are we on the timeframe?

Mr. Torres responded once we have the lease agreement signed we will work to get the equipment ordered which I think will take about ten weeks.

On MOTION by Mr. Parker seconded by Mr. Kovacic with all in favor the lease agreement was approved in substantial form subject to final approval review by staff and approval from the Chairman.

NINTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

Mr. Earlywine stated we sat down with the Department of Health's legal counsel and had a pretty good meeting on the pool-operating permit. We followed up with a package of additional information we sent out earlier this week and we are waiting to hear back.

B. District Engineer**1. Ratification of Requisitions 223 & 224**

Mr. Lockwood gave an overview of each requisition.

2. Consideration of Requisitions 225-241

Mr. Lockwood gave an overview of the requisitions.

On MOTION by Mr. Bishop seconded by Mr. Kovacic with all in favor requisitions 223 and 224 were ratified and requisitions 225-241 were approved.

3. Consideration of West Orange Nurseries Change Orders 4 and 5

Mr. Lockwood stated most of change orders four and five relates to sod, taking some out and adding some in different areas. The total of change order four is a total deduct of \$2,000. Change order five is a total deduct of \$16,000.

On MOTION by Mr. Bishop seconded by Mr. Parker with all in favor Change Order Nos. 4 and 5 were approved.

Mr. Lockwood stated the next item I have is regarding the bidding of phase two and the townhomes. Phase two is ongoing and there were a few questions from the contractors so I sent out an addendum yesterday. For the townhomes we gave the contractors an extra two weeks to get their bids together. We should be able to evaluate it pretty quickly before the Board meeting on the 15th. The bid opening for phase two is still on for the 26th and the townhome bid opening will be on the 9th, both at 1:00 at our offices.

C. District Manager

We are going to have the landowner' election on November 6th. We do not need quorum for that, as the Chair will be here representing the major landowner.

TENTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet & Income Statement

Mr. Oliver stated there are no unusual variances.

B. Consideration of Funding Request No. 31

A copy of the funding request was included in the agenda package for a total of \$14,973.18.

On MOTION by Mr. Parker seconded by Mr. Bishop with all in favor funding request number 31 was approved.

ELEVENTH ORDER OF BUSINESS

**Supervisors' Requests and Audience
Comments**

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

**Next Scheduled Meeting – November 15,
2018 at 10:00 a.m. at the Offices of GMS**

Mr. Oliver stated the next scheduled meeting is November 15, 2018 at 10:00 a.m.

THIRTEENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

TENTH ORDER OF BUSINESS

B.

1.

MEADOW VIEW AT TWIN CREEKS CDD**2016 SPECIAL ASSESSMENT BONDS
(2016 PROJECT)
REQUISITION SUMMARY
November 15, 2018****2016B SPECIAL ASSESSMENT BONDS (2016 PROJECT) REQUISITIONS**

<u>Date of Requisition</u>	<u>Reg #</u>	<u>Payee</u>	<u>Reference</u>	<u>Requisition Amount</u>
TO BE APPROVED				
11/15/2018	242	Environmental Resource Solutions, Inc.	Professional Services related to Beacon Lake Townhomes - Invoice 35678	\$2,050.00
11/15/2018	243	All Terrain Tractor Services, Inc.	Landscaping Services-Beacon Lake - Invoice 18-1915	\$22,620.00
11/15/2018	244	Hopping Green & Sams	Professional Services related to project construction-Bill number 103519	\$1,765.00
11/15/2018	245	Basham Lucas	Beacon Lake Design Services - Invoice 7612	\$1,100.00
11/15/2018	246	ETM	Beacon Lakes Phase 2 Bidding and CEI Services (WA#11) Invoice 188565	\$2,714.60
11/15/2018	247	ETM	Beacon Lakes Townhomes Bidding & CEI Services (WA#10) Invoice 188563	\$1,709.75
11/15/2018	248	ETM	Beacon Lake Amenity Phase 1 - Invoice 188562	\$637.50
11/15/2018	249	ETM	Beacon Lakes Phase 3A - Design Phase (WA#9) Invoice 188604	\$5,034.00
11/15/2018	250	ETM	Beacon Lake Townhomes Design (WA#3) Invoice 188578	\$2,889.37
11/15/2018	251	Clary & Associates, Inc.	Beacon Lake Townhomes - Map and Description Conservation Easement - Invoice 2018-447-2	\$875.00
11/15/2018	252	ECS Florida, LLC	Beacon Lake Townhomes field and engineering services - Invoice 678401	\$577.50
11/15/2018	253	ECS Florida, LLC	Beacon Lake Phase 3A Geotech Services - Partial Invoice 687594	\$800.00
Requisitions to be Approved-2016B Special Assessment Bonds (2016 Project)				\$42,772.72
TOTAL REQUISITIONS TO BE APPROVED November 15, 2018				\$42,772.72

2.

CHANGE ORDER

No. 14DATE OF ISSUANCE: November 7, 2018EFFECTIVE DATE: November 15, 2018OWNER: Meadow View at Twin Creeks Community Development DistrictCONTRACTOR: Hughes Brothers Construction, Inc.Contract: Beacon Lake Phase 1Project: Beacon Lake Phase 1OWNER's Contract No. N.A.

ENGINEER's Contract No. _____

ENGINEER: England – Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

Description: See attachedReason for Change: See attachedAttachments: (List documents supporting change) See Hughes Brothers Construction, Inc. correspondence dated 11/7/2018

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 10,741,279.64</u>
Net Increase/Decrease from previous Change Orders No. <u>0</u> to No. <u>13</u> <u>\$-681,599.47</u>
Contract Price prior to this Change Order: <u>\$10,059,680.17</u>
Net Increase/Decrease of this Change Order: <u>\$ 21,801.01</u>
Contract Price with all approved Change Orders: <u>\$10,081,481.18</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)
Net change from previous Change Orders No. <u>-0-</u> to No. <u>-13-</u> Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)
Net Increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)

RECOMMENDED:

By: _____
LANDSCAPE ARCHITECT
(Authorized Signature)

APPROVED:

By: _____
OWNER
(Authorized Signature)

ACCEPTED:

By: _____
CONTRACTOR
(Authorized Signature)Date: _____
EJCDC 1910-8-B (1996 Edition)

Date: _____

Date: _____

CHANGE ORDER NO. 14
Beacon Lake Phase 1



PROJECT: Beacon Lake Phase 1
DATE: 11/7/2018
CONTRACTOR: Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
P: 352-399-6829
F: 352-399-6830

DIRECTED TO: Meadow View at Twin Creeks CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

ATTN: James Perry, CPA

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
New	12' Concrete Multi-Use Trail	1400.00	SF	\$ 6.50	\$ 9,100.00
New	Handicap Ramps for Trail	4.00	EA	\$ 1,145.00	\$ 4,580.00
New	Reinstalling One-Way Signs at Roundabout	4.00	EA	\$ 150.00	\$ 600.00
New	F Curb Repair (Handwork)	20.00	LF	\$ 22.00	\$ 440.00
New	Hydrant Meter (8/18 - 10/19)	1.00	LS	\$ 474.41	\$ 474.41
New	Excavate and Stockpile Fill from Pond for Homebuilders	2860.00	CY	\$ 2.31	\$ 6,606.60
TOTAL CHANGE ORDER #14					\$ 21,801.01

CHANGE ORDER

No. 15DATE OF ISSUANCE: November 7, 2018EFFECTIVE DATE: November 15, 2018OWNER: Meadow View at Twin Creeks Community Development DistrictCONTRACTOR: Hughes Brothers Construction, Inc.Contract: Beacon Lake Phase IProject: Beacon Lake Phase IOWNER's Contract No. N.A.

ENGINEER's Contract No. _____

ENGINEER: England - Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

Description: See attachedReason for Change: See attachedAttachments: (List documents supporting change) See Hughes Brothers Construction, Inc. correspondence dated 11/6/2018

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 10,741,279.64</u>
Net Increase/Decrease from previous Change Orders No. <u>0</u> to No. <u>14</u> <u>\$-659,798.46</u>
Contract Price prior to this Change Order: <u>\$10,081,481.18</u>
Net Increase/Decrease of this Change Order: <u>\$ 23,096.25</u>
Contract Price with all approved Change Orders: <u>\$10,104,577.43</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)
Net change from previous Change Orders No. <u>-0-</u> to No. <u>-14-</u> Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)
Net Increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)

RECOMMENDED:

By: _____
LANDSCAPE ARCHITECT
(Authorized Signature)

APPROVED:

By: _____
OWNER
(Authorized Signature)

ACCEPTED:

By: _____
CONTRACTOR
(Authorized Signature)Date: _____
EJCDC 1910-8-B (1996 Edition)

Date: _____

Date: _____

CHANGE ORDER NO. 15
Beacon Lake Amenity



PROJECT: Beacon Lake Amenity
DATE: 11/6/2018
CONTRACTOR: Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
P: 352-399-6829
F: 352-399-6830

DIRECTED TO: Meadow View at Twin Creeks CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

ATTN: James Perry, CPA

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
New	Retaining Wall at Beach Area	495.00	SF	\$ 40.75	\$ 20,171.25
New	Kayak Launch Ramp	450.00	SF	\$ 6.50	\$ 2,925.00
TOTAL CHANGE ORDER #15					\$ 23,096.25

CHANGE ORDER

No. 16DATE OF ISSUANCE: November 7, 2018EFFECTIVE DATE: November 15, 2018OWNER: Meadow View at Twin Creeks Community Development DistrictCONTRACTOR: Hughes Brothers Construction, Inc.Contract: Beacon Lake Phase IProject: Beacon Lake Phase IOWNER's Contract No. N.A.

ENGINEER's Contract No. _____

ENGINEER: England - Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

Description: See attachedReason for Change: See attachedAttachments: (List documents supporting change) See Hughes Brothers Construction, Inc. correspondence dated 11/7/2018

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 10,741,279.64</u>
Net Increase/Decrease from previous Change Orders No. <u>0</u> to No. <u>15</u> <u>\$-663,702.21</u>
Contract Price prior to this Change Order: <u>\$10,104,577.43</u>
Net Increase/Decrease of this Change Order: <u>\$ 136,317.95</u>
Contract Price with all approved Change Orders: <u>\$10,204,895.38</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)
Net change from previous Change Orders No. <u>-0-</u> to No. <u>-15-</u> Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)
Net Increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)

RECOMMENDED:

By: _____
LANDSCAPE ARCHITECT
(Authorized Signature)

APPROVED:

By: _____
OWNER
(Authorized Signature)

ACCEPTED:

By: _____
CONTRACTOR
(Authorized Signature)Date: _____
EJCDC 1910-8-B (1996 Edition)

Date: _____

Date: _____

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

CHANGE ORDER NO. 1
Beacon Lake Townhomes

(Change order 16)



PROJECT: Beacon Lake Townhomes
DATE: 11/7/2018
CONTRACTOR: Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
P: 352-399-6829
F: 352-399-6830

DIRECTED TO: Meadow View at Twin Creeks CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

ATTN: James Perry, CPA

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
New	Onsite Pond Excavation	35233.00	CY	\$ 2.31	\$ 81,388.23
New	Dewatering	1.00	LS	\$ 26,070.00	\$ 26,070.00
New	Sod Pond Slopes	11200.00	SY	\$ 2.15	\$ 24,080.00
New	Bypass Pumps for Pond 6 Import (8/24/18 - 10/22/18)	1.00	LS	\$ 4,779.72	\$ 4,779.72
TOTAL CHANGE ORDER #1					\$ 136,317.95

D.

Meadow View at Twin Creek Community Development District

9655 Florida Mining Blvd., Bldg. 300, Suite 305, Jacksonville, Florida 32257

Memorandum

Date: November 2018
To: Meadow View at Twin Creek Board of Supervisors
Jim Oliver, Richard Whetsel
From: Danielle Simpson
Operations Manager
Re: Meadow View at Twin Creek CDD
Monthly Operations Report

The following is a summary of activities related to the Operations of the Meadow View at Twin Creek Community Development District.

Landscape/Irrigation:

- A new landscape scope of services has been developed. Please see attachment for details.

Amenities:

- Reviewed Policies and made recommendations
- Recommended policies be approved and set before adjusting and/or adding signage
- Reviewed specs and contact Atlantic Securities
- Reviewed Comcast agreement, held conference call to make projected changes and signed agreement
- Attended conference call with Janis to discuss several topics and created an updated punch list
- Reviewed Fitness Center equipment and agreement
- Contacted Black Creek Outfitters for Kayak/Canoe Launch proposal for Grand Opening
- Will be in attendance for on-site update meeting on Thursday, November 8th
- As of October 30, 2018, there been at least 53 closings

Other Projects:

- Nothing at this time

Should you have any questions or comments regarding the above information, please feel free to contact me at (602) 373-7227 or Rich at (904) 759-8923.

Meadow View at Twin Creeks Community Development District

Lawn Care Specifications

Maintenance:

General Requirements:

The Contractor shall provide labor, equipment, and materials to maintain the landscape and irrigation for the lands owned by the Bartram Springs Community Development District.

Reporting:

The Contractor will notify the district representative whenever the crew has performed a service. This notification will be accomplished by the completion of a Customer Visitation Record. All Visitation Records shall be submitted monthly to the designated district representative.

Schedule of Service:

The contractor will be on site weekly to complete the scope of work. Contractor will endeavor to complete all work by Friday of each week. Contractor shall be on site as required year round. A knowledgeable supervisor is required to be present during every maintenance visit. Contractor shall understand no company vehicles shall be parked in the Amenity Center Parking lot or in any other area that may block traffic or lines of sight for vehicular traffic. Contractor service vehicles must be indicated by company logo, licensed and tagged.

Mowing:

The Contractor shall mow within the Contract Areas 1 thru 3 as described below: (shown on the Maintenance Map):

- **Area # 1: (All Bermuda Turf)** 1 time per week during the growing season and twice a month during the dormant season. The growing season shall be defined to include the months of April 1 through October 31. The dormant season shall include the months of November 1 through March 31. Each mowing shall be completed for the entire contract area within four (4) days after commencement of the mowing. Bermuda grass shall be maintained at a 2" height. **(For a total of 41 cuts).**
- **Area #2: (All St. Augustine Turf)** 1 time per week during the growing season and twice a month during the dormant season. The growing season shall be defined to include the months of April 1 through October 31. The dormant season shall include the months of November 1 through March 31.

Each mowing shall be completed for the entire contract area within four (4) days after commencement of that mowing. **(For a total of 41 cuts).**

- **Area #3: (Ponds)** 1 time per week during the growing season and bi weekly during the dormant season. The growing season shall be defined to include the months of April 1 through October 31. The dormant season shall include the months of November 1 through March 31. Each mowing shall be completed for the entire contract area within four (4) days after commencement of that mowing. **(For a total of 41 cuts).**

String Trimming:

Trimming around obstacles will be performed at every mowing cycle. Care shall be taken so as not to damage fence posts, signs, up lights, light poles or any other property. Contractor shall be responsible for repairs to all surfaces in the event of damage by trimmers, mowers and weed eaters.

Edging:

All hardscape will be edged each mowing cycle. Beds and tree rings will be edged twice monthly during the growing season, and as needed during the dormant season.

Trimming:

Shrubs, vines and ornamental trees shall be pruned to maintain their desired natural shape, and to maintain appropriate distances between pedestrian and vehicle areas. Trees shall be pruned when dormant, or as recommended by the University of Florida agriculture standards. Palm trees shall be trimmed twice yearly.

1. Areas overhanging sidewalks shall be clear of vegetation or obstruction to a height of 12 feet.
2. Areas overhanging roadways shall be clear of vegetation or obstruction to a height of 14.5 feet.
3. Areas in the Median shall be clear of vegetation or obstruction to a height of 8 feet.

Pruning shall include removal of dead wood and up limbing of multi-stem tree wherever irrigation is blocked. Bike paths shall be kept clear of overhanging vegetation. Crape Myrtle pruning shall take place in March and shall include removal of dead wood and sucker growth.

Weeding of Landscape Beds:

Plant beds, natural areas and hard-scape shall be kept free of noxious weed growth by utilizing chemical and or mechanical means. Post and Pre emergent herbicides can be used to control weeds. Care shall be exercised so as not to damage plants or turf areas. Any herbicide over spray causing damage shall be repaired at Contractors' expense.

Blowing:

All hardscape areas will be blown clean following all maintenance operations. Care will be taken not to blow debris into storm drains and pool areas. Curbs and storm gutters will be kept free of dirt, silt and other foreign debris.

Turf, Shrub and Tree Pest Control:

All turf areas will be inspected weekly and spot treated as needed to maintain a healthy appearance. The Contractor shall establish a grass and plant pesticide spray/granular program to provide the application of pesticides as needed to control mole crickets, chinch bugs and other grass and plant pest as well as plant and grass fungus. Top Choice shall be applied to all Bermuda Turf for Mole Crickets. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All spraying must be performed by or under the direct supervision of a licensed applicator.

Seasonal Color:

Annuals shall be changed out in 4 cycles yearly. Color and species shall be approved by the Owner prior to installation. Additional soil amendments, fungicides and insect applications will be performed to maintain vigorous growth and color. Change out schedule is as follows:

Spring - March
Summer – June
Fall – September
Winter -December

Mulching:

All beds, entry and common areas shall receive shredded cypress mulch twice yearly. Mulch shall be utilized in all bed areas and new mulch shall be applied at a 1” depth in all existing mulch areas. Mulch shall be evenly distributed and not piled around tree trunks. Pine Straw is to be applied to all natural bed areas twice yearly.

Winter- November
Summer- May

Irrigation Inspections:

Irrigation will be inspected twice monthly during the growing season (April 1- October 31) and once a month during the dormant season (November 1-March 31). Inspection will consist of a complete system evaluation. Head adjustment, minor repairs such as unclogging nozzles, raising heads and controller programming will be performed within the scope of service and without additional cost. Any repairs needed that are not covered under this inspection process will be proposed and billed separately. Contractor must provide an on call 24 hour emergency service person that is familiar with the system. Any repairs not performed within 48 hours may be completed by outside service personnel at

the discretion of the district manager and deducted from the monthly contract amount. **A report outlining the findings of each inspection shall be sent with monthly billing.**

Debris and Trash Removal:

Policing of grounds will be performed prior to each mowing service. Trash will be bagged and removed from the property each visit. Random signage shall also be removed from common property. This includes but is not limited to realtor, yard sale and for rent signage. A monthly trash pickup shall be done in all areas abutting common property. This includes the wood line adjacent to each common parcel.

Fertilization:

Soil Analysis:

Soils testing is to be performed one (1) time a year before the March fertilization. These test shall provide information on the level of PH and the supply of all nutrients before deciding which fertilizers to apply. This program is to ensure proper growth, color, and health of all sod and plant material.

Turf Areas:

Bermuda and St. Augustine Turf: Contractors to submit an outline of the agronomic program for both St. Augustine and Bermuda Turf. This shall be included in the proposal package.

All Bermuda and St. Augustine lawn areas shall be fertilized a minimum of five (5) time a year with granular slow release fertilizers using the contractor's agronomic program. Turf shall be maintained at a lush healthy state unless otherwise dormant. Program shall provide a lawn, which is evenly green and thick, and one that does not promote surge growth or burning. Contractor is responsible for replacement of grass if damaged due to lack of maintenance.

One pound of total Nitrogen shall be applied per 1,000 S.F. per application. Nitrogen shall be in a slow release form.

Weed Control:

Pre-emergent and Post-emergent. A minimum of two (2) pre-emergent applications in fall and spring shall be performed on all irrigated Bermuda and St. Augustine turf areas. Post emergent controls shall also be used to provide acceptable levels of weed control. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All spraying must be performed by or under the direct supervision of a licensed applicator. The pest control program shall follow the current recommendations of the University of Florida "Guides to Insect Disease, Nematodes and Weed Control." Contractors to submit an outline of the agronomic weed program along with fertilization program.

Shrubs and Trees:

Shrubs and trees shall be fertilized twice yearly with a balanced slow release nitrogen source. Additional micronutrients and added manganese will be applied to palms and magnolias. Plants needing additional fertilizers and/or minor elements shall be treated as necessary. Applications will be made using the following schedules:

Round 1 – March

Round 2 - September

Seasonal annuals will be fertilized on 30-day cycles utilizing water-soluble nitrogen. Palms shall be fertilized with palm fertilizer and treated with fungicide every 90 days.

Quality Control Inspections:

A qualified representative from the Contractor's firm shall accompany the District representative on monthly quality inspections. Any deficiencies within the scope of service shall be corrected with 7 days of each inspection.

A written report shall be completed monthly outlining the anticipated work schedule for the following month. This report shall indicate fertilization and pest control schedules, irrigation run schedules as well as special projects needing attention.

Attendance at Meetings:

Upon request of the District, the Contractor shall attend regularly scheduled District meetings.

Licensure:

Contractor must have and maintain the appropriate licensure for business operation within St. Johns and Duval County and the State of Florida. This includes irrigation licensing, pest control business license and applicable business license. Sub contracting of services under this scope is not allowed.

ELEVENTH ORDER OF BUSINESS

A.

Meadow View at Twin Creeks
Community Development District

Unaudited Financial Statements

as of

October 31, 2018

Meadow View at Twin Creeks

Community Development District

Combined Balance Sheet

October 31, 2018

	<u>General</u>	<u>Debt Service</u>	<u>Capital Project</u>	<u>Totals</u>
<u>Assets:</u>				
Cash	\$25,893	---	---	\$25,893
Investments:				
<u>Series 2016 A1 & A2</u>				
Reserve A1	---	\$133,284	---	\$133,284
Reserve A2	---	\$114,483	---	\$114,483
Interest A1	---	\$410	---	\$410
Interest A2	---	\$0	---	\$0
Revenue A1	---	\$172,135	---	\$172,135
Revenue A2	---	\$108,200	---	\$108,200
Prepayment A1	---	\$1	---	\$1
Prepayment A2	---	\$1,432,450	---	\$1,432,450
Construction	---	---	\$224	\$224
COI	---	---	---	\$0
<u>Series 2016 B</u>				
Reserve	---	\$282,220	---	\$282,220
Interest	---	\$282,889	---	\$282,889
Construction	---	---	\$364	\$364
COI	---	---	---	\$0
Due From Developer	\$49,692	---	---	\$49,692
Prepaid Expenses	\$1,580	---	---	\$1,580
Assesment Receivable	---	---	---	\$0
Total Assets	<u>\$77,165</u>	<u>\$2,526,072</u>	<u>\$587</u>	<u>\$2,603,825</u>
<u>Liabilities:</u>				
Accounts Payable	\$25,386	---	---	\$25,386
Deferred Revenue	---	---	---	\$0
<u>Fund Balances:</u>				
Nonspendable	\$1,580	\$0	\$0	\$1,580
Restricted for Capital Projects	---	---	\$587	\$587
Restricted for Debt Service	---	\$2,526,072	\$0	\$2,526,072
Unassigned	\$50,199	\$0	\$0	\$50,199
Total Liabilities & Fund Equity	<u>\$77,165</u>	<u>\$2,526,072</u>	<u>\$587</u>	<u>\$2,603,825</u>

Meadow View at Twin Creeks

Community Development District

GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

	Adopted Budget	Prorated 10/31/18	Actual Thru 10/31/18	Variance
<u>REVENUES:</u>				
Developer Contributions	\$539,752	\$44,979	\$15,543	(\$29,436)
Assessments - Tax Roll	\$99,262	\$0	\$0	\$0
Assessments - Direct	\$301,988	\$56,676	\$56,676	\$0
Miscellaneous Income	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$941,002	\$101,655	\$72,219	(\$29,436)
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Engineering	\$12,000	\$1,000	\$0	\$1,000
Attorney Fees	\$30,000	\$2,500	\$0	\$2,500
Annual Audit	\$4,000	\$333	\$0	\$333
Artbitrage	\$1,200	\$100	\$0	\$100
Dissemination	\$5,000	\$417	\$917	(\$500)
Trustee Fees	\$10,000	\$833	\$0	\$833
Management Fees	\$45,000	\$3,750	\$3,750	\$0
Information Technology	\$2,000	\$167	\$167	(\$0)
Telephone	\$250	\$21	\$20	\$1
Postage	\$1,000	\$83	\$24	\$59
Insurance	\$6,171	\$6,171	\$5,610	\$561
Printing and Binding	\$4,000	\$333	\$1,654	(\$1,320)
Legal Advertising	\$3,000	\$250	\$444	(\$194)
Other Current Charges	\$500	\$42	\$426	(\$385)
Office Supplies	\$500	\$42	\$24	\$18
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
ADMINISTRATIVE EXPENDITURES	\$124,796	\$16,217	\$13,211	\$3,006
<u>AMENITY CENTER:</u>				
Utilities				
Telephone	\$6,000	\$500	\$0	\$500
Electric	\$55,000	\$4,583	\$1,340	\$3,243
Water/Irrigation	\$20,000	\$1,667	\$0	\$1,667
Cable	\$3,200	\$267	\$0	\$267
Gas	\$400	\$33	\$0	\$33
Trash Removal	\$6,000	\$500	\$0	\$500
Security				
Security Monitoring	\$1,200	\$100	\$0	\$100
Access Cards	\$1,000	\$83	\$0	\$83
Contracted Security	\$20,000	\$1,667	\$0	\$1,667
Management Contracts				
Facility Management	\$125,000	\$10,417	\$0	\$10,417
Pool Attendants	\$48,000	\$4,000	\$0	\$4,000
Canoe Launch Attendant	\$28,800	\$2,400	\$0	\$2,400
Snack Bar Attendant	\$16,640	\$1,387	\$0	\$1,387
Field Mgmt / Admin	\$25,000	\$2,083	\$0	\$2,083
Pool Maintenance	\$30,000	\$2,500	\$0	\$2,500
Pool Chemicals	\$15,000	\$1,250	\$0	\$1,250
Janitorial	\$12,000	\$1,000	\$0	\$1,000
Facility Maintenance	\$15,000	\$1,250	\$0	\$1,250

Meadow View at Twin Creeks

Community Development District

GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

	<i>Adopted Budget</i>	<i>Prorated 10/31/18</i>	<i>Actual Thru 10/31/18</i>	<i>Variance</i>
<i>AMENITY CENTER CONTINUED</i>				
Repairs & Maintenance	\$10,000	\$833	\$0	\$833
Maintenance Reserves	\$0	\$0	\$0	\$0
New Capital Projects	\$0	\$0	\$0	\$0
Snack Bar Inventory- CGS	\$0	\$0	\$0	\$0
Food Service License	\$250	\$21	\$0	\$21
Special Events	\$30,000	\$2,500	\$0	\$2,500
Holiday Decorations	\$9,000	\$750	\$0	\$750
Fitness Center Repairs/Supplies	\$0	\$0	\$0	\$0
Office Supplies	\$500	\$42	\$0	\$42
ASCAP/BMI Licenses	\$1,000	\$83	\$0	\$83
Property Insurance	\$40,000	\$3,378	\$3,378	\$0
<i>AMENITY CENTER EXPENDITURES</i>	\$518,990	\$43,294	\$4,718	\$38,576
<i>GROUND MAINTENANCE EXPENDITURES</i>				
Hydrology Quality/Mitigation	\$6,400	\$533	\$0	\$533
Electric	\$2,200	\$183	\$370	(\$187)
Landscape Maintenance	\$125,000	\$10,417	\$10,231	\$186
Landscape Contingency	\$5,000	\$417	\$0	\$417
Lake Maintenance	\$12,000	\$1,000	\$0	\$1,000
Grounds Maintenance	\$12,000	\$1,000	\$0	\$1,000
Pump Repairs	\$2,500	\$208	\$0	\$208
Streetlighting	\$20,000	\$1,667	\$1,545	\$121
Streetlight Repairs	\$5,000	\$417	\$0	\$417
Irrigation Repairs	\$7,500	\$625	\$0	\$625
Miscellaneous	\$5,000	\$417	\$0	\$417
Contingency	\$94,616	\$7,885	\$0	\$7,885
<i>GROUNDS MAINTENACE EXPENDITURES</i>	\$297,216	\$24,768	\$12,146	\$12,622
<i>TOTAL EXPENDITURES</i>	\$941,002	\$84,279	\$30,075	\$54,204
<i>EXCESS REVENUES (EXPENDITURES)</i>	\$0		\$42,144	
<i>FUND BALANCE - Beginning</i>	\$0		\$9,635	
<i>FUND BALANCE - Ending</i>	\$0		\$51,779	

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	July	August	September	Total
<u>Revenues:</u>													
Developer Contributions/Assessments	\$15,543	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,543
Assessments - Tax Roll	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessments - Direct	\$56,676	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,676
Miscellaneous Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$72,219	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72,219
<u>Expenditures:</u>													
<u>Administrative</u>													
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination	\$917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$917
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750
Information Technology	\$167	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167
Telephone	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20
Postage	\$24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24
Insurance	\$5,610	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,610
Printing and Binding	\$1,654	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,654
Legal Advertising	\$444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$444
Other Current Charges	\$426	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$426
Office Supplies	\$24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative Expenditures	\$13,211	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,211
<u>Amenity Center</u>													
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$1,340	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,340
Water/Irrigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security Monitoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Access Cards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contracted Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Attendants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Canoe Launch Attendant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Snack Bar Attendant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Mgmt / Admin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Chemicals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Janitorial	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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	July	August	September	Total
<i>Amenity Center Continued</i>													
Repairs & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Snack Bar Inventory- CGS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Food Service License	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Events	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Holiday Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fitness Center Repairs/Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASCAP/BMI Licenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property Insurance	\$3,378	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,378
<i>Total Amenity Center Expenditures</i>	\$4,718	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,718
<i>Ground Maintenance Expenditures</i>													
Hydrology Quality/Mitigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$370	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$370
Landscape Maintenance	\$10,231	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,231
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pump Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Streetlights	\$1,545	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,545
Streetlight Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Total Administrative</i>	\$12,146	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,146
<i>Total Expenses</i>	\$30,075	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,075
<i>Excess Revenues (Expenditures)</i>	\$42,144	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,144

*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>Requested Funding Amount FY 2019</i>	<i>Balance Due From Developer</i>
17	9/7/17	10/25/17	\$10,290.67	\$4,680.67	\$5,610.00	\$0.00	\$0.00
18	10/11/17	11/15/17	\$18,604.64	\$13,987.40	\$4,617.24	\$0.00	\$0.00
19	11/7/17	12/14/17	\$7,652.98	\$2,871.22	\$4,781.76	\$0.00	\$0.00
20	12/14/17	1/19/18	\$8,640.92	\$1,440.45	\$7,200.47	\$0.00	\$0.00
21	1/10/18	2/2/18	\$20,253.47	\$0.00	\$20,253.47	\$0.00	\$0.00
22	2/5/18	3/26/18	\$6,876.84	\$0.00	\$6,876.84	\$0.00	\$0.00
23	3/5/18	4/20/18	\$5,818.30	\$0.00	\$5,818.30	\$0.00	\$0.00
24	4/5/18	6/7/18	\$5,618.75	\$0.00	\$5,618.75	\$0.00	\$0.00
25	5/4/18		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	5/9/18		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dep*		6/1/18	\$0.00	\$0.00	\$23,461.60	\$0.00	\$0.00
27	6/11/18	8/10/18	\$15,723.53	\$0.00	\$15,723.53	\$0.00	\$0.00
28	7/11/18	8/10/18	\$25,010.84	\$0.00	\$25,010.84	\$0.00	\$0.00
29	8/8/18	9/20/18	\$16,049.17	\$0.00	\$16,049.17	\$0.00	\$0.00
30	9/11/18			\$0.00	\$25,160.68	\$8,988.00	\$34,148.68
31	10/10/18			\$0.00	\$7,484.59	\$6,555.19	\$14,039.78
TOTAL			\$145,267.26	\$95,222.67	\$173,667.24	\$15,543.19	\$48,188.46

*County Materials Corp Dep

Meadow View at Twin Creeks

Community Development District

Debt Service Fund Series 2016 A1 & A2

Statement of Revenues & Expenditures

For The Period Ending October 31, 2018

	<i>Adopted Budget</i>	<i>Prorated Thru 10/31/18</i>	<i>Actual Thru 10/31/18</i>	<i>Variance</i>
<u>REVENUES:</u>				
<i>Special Assessments - 2016 A1</i>	\$443,376	\$0	\$0	\$0
<i>Special Assessments - 2016 A2</i>	\$229,350	\$0	\$0	\$0
<i>Interest Income</i>	\$600	\$50	\$443	\$393
<i>TOTAL REVENUES</i>	\$673,326	\$50	\$443	\$393
<u>EXPENDITURES:</u>				
<u>Series 2016 A1</u>				
<i>Interest Expense - 11/01</i>	\$169,125	\$0	\$0	\$0
<i>Interest Expense - 05/01</i>	\$169,125	\$0	\$0	\$0
<i>Principal Expense - 05/01</i>	\$105,000	\$0	\$0	\$0
<u>Series 2016 A2</u>				
<i>Interest Expense - 11/01</i>	\$92,510	\$0	\$0	\$0
<i>Interest Expense - 05/01</i>	\$92,510	\$0	\$0	\$0
<i>Principal Expense - 05/01</i>	\$45,000	\$0	\$0	\$0
<i>TOTAL EXPENDITURES</i>	\$673,270	\$0	\$0	\$0
<u>OTHER SOURCES/(USES)</u>				
<i>Interfund Transfer In/(Out)</i>	\$0	\$0	(\$28)	(\$28)
<i>TOTAL OTHER SOURCES AND USES</i>	\$0	\$0	(\$28)	(\$28)
<i>EXCESS REVENUES (EXPENDITURES)</i>	\$56		\$415	
<i>FUND BALANCE - Beginning</i>	\$322,305		\$1,960,548	
<i>FUND BALANCE - Ending</i>	<u>\$322,361</u>		<u>\$1,960,963</u>	

Meadow View at Twin Creeks

Community Development District

Debt Service Fund Series 2016 B

Statement of Revenues & Expenditures

For The Period Ending October 31, 2018

<i>Adopted Budget</i>	<i>Prorated Thru 10/31/18</i>	<i>Actual Thru 10/31/18</i>	<i>Variance</i>
---------------------------	-----------------------------------	---------------------------------	-----------------

REVENUES:

<i>Special Assessments - 2016 B</i>	\$564,300	\$0	\$0	\$0
<i>Special Assessments - Prepayments</i>	\$0	\$0	\$0	\$0
<i>Interest Income</i>	\$600	\$600	\$70	(\$530)

TOTAL REVENUES

\$564,900	\$600	\$70	(\$530)
-----------	-------	------	---------

EXPENDITURES:

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

TOTAL EXPENDITURES

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

OTHER SOURCES/(USES)

<i>Interfund Transfer In/(Out)</i>	\$0	\$0	\$0	\$0
------------------------------------	-----	-----	-----	-----

TOTAL OTHER SOURCES AND USES

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

EXCESS REVENUES (EXPENDITURES)

\$600	\$70
-------	------

FUND BALANCE - Beginning

\$0	\$565,039
-----	-----------

FUND BALANCE - Ending

\$600	\$565,109
-------	-----------

Meadow View at Twin Creeks
Community Development District
Capital Projects Fund Series 2016
Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

	Series 2016 A1/A2	Series 2016 B
<u>REVENUES:</u>		
<i>Interest Income</i>	\$0	\$57
<i>TOTAL REVENUES</i>	\$0	\$57
<u>EXPENDITURES:</u>		
<i>Capital Outlay</i>	\$0	\$218,576
<i>TOTAL EXPENDITURES</i>	\$0	\$218,576
<u>OTHER SOURCES/(USES)</u>		
<i>Interfund Transfer In (Out)</i>	\$28	\$70
<i>TOTAL OTHER SOURCES/(USES)</i>	\$28	\$70
<i>EXCESS REVENUES (EXPENDITURES)</i>	\$28	(\$218,449)
<i>FUND BALANCE - Beginning</i>	\$195	\$218,813
<i>FUND BALANCE - Ending</i>	\$224	\$364

MEADOWVIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2019 ASSESSMENT RECEIPTS

ASSESSED	# UNITS	SERIES 2016A-1 DEBT SERVICE NET	SERIES 2016A-2 DEBT SERVICE NET	SERIES 2016B DEBT SERVICE NET	FY19 O&M NET	TOTAL ASSESSED
HEARTWOOD 23 LLC	727	140,085.67	120,570.83	564,300.00	163,313.64	988,270.14
MATTAMY JACKSONVILLE, LLC	91	138,636.33	-	-	63,389.23	202,025.56
DREAM FINDERS HOMES, LLC	114	164,653.53	-	-	75,285.00	239,938.53
SUBTOTAL SERIES 2016 LOTS	932	443,375.53	120,570.83	564,300.00	301,987.87	1,430,234.23
TAX ROLL ASSESSED	0	-	-	-	-	-
TOTAL ASSESSED	932	443,375.53	120,570.83	564,300.00	301,987.87	1,430,234.23

DUE / RECEIVED	BALANCE DUE	SERIES 2016A-1 DEBT SERVICE RECEIVED	SERIES 2016A-2 DEBT SERVICE RECEIVED	SERIES 2016B DEBT SERVICE RECEIVED	O&M RECEIVED	TOTAL RECEIVED
HEARTWOOD 23 LLC	947,441.73	-	-	-	40,828.41	40,828.41
MATTAMY JACKSONVILLE, LLC	186,178.25	-	-	-	15,847.31	15,847.31
DREAM FINDERS HOMES, LLC	239,938.53	-	-	-	-	-
DIRECT RECEIPTS	1,373,558.51	-	-	-	56,675.72	56,675.72
TAX ROLL RECEIPTS	-	-	-	-	-	-
TOTAL RECEIPTS	1,373,558.51	-	-	-	56,675.72	56,675.72

NO LOTS PLATTED IN TIME TO BE PLACED ON 2018 PROPERTY TAX BILLS. ASSESSMENTS INVOICED

DIRECTLY WITH PAYMENTS DUE IN INSTALLMENTS DUE 10/1/18, 1/1/19, 4/1/19, 7/1/19 FOR O&M AND 4/15/19, 10/15/19 FOR D/S

THERE IS AN ADDITIONAL \$639,014.06 DUE FOR DEVELOPER CONTRIBUTION

PERCENT COLLECTED DIRECT	0%	0%	0%	18.8%	4.0%
---------------------------------	-----------	-----------	-----------	--------------	-------------

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:	\$133,284.08
Bonds outstanding - 10/26/2016	\$6,640,000
Less: May 1, 2017	\$0
Less: May 1, 2018	(\$100,000)
Current Bonds Outstanding	\$6,540,000

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)
Less: May 1, 2018 (Prepayment)	(\$1,075,000)
Less: August 1, 2018 (Prepayment)	(\$1,055,000)
Current Bonds Outstanding	\$3,190,000

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:	\$282,219.57
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 #32

November 7, 2018

PAYEE	GENERAL FUND	
	FY18	FY19
1 England Thims & Miller September Professional Services Inv #0188494 10/11/18	\$ 3,078.35	
2 Governmental Management Services, LLC November Management Fees Inv #34 11/1/18	\$	4,655.08
3 Hopping Green & Sams September General Counsel Inv 103518 10/26/18	\$	3,235.03
4 St. Augustine Record Notice of Landowners' Meeting and Election/BOS Meeting 10/10/18	\$	359.00
5 St Johns County Utility Department 850 Beacon Lake Pkwy Wastewater 10/19/18	\$	130.82
6 West Orange Nurseries, Inc. Monthly Lawn Maintenance Inv #11473 10/1/18 Monthly Lawn Maintenance Inv #11481 11/1/18	\$ \$	10,230.54 10,230.54
	\$ 3,078.35	\$ 28,841.01
Total Funding Request		\$ 31,919.36

Please make check payable to:

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

Signature: _____
Chairman/Vice Chairman

Signature: _____
Secretary/Asst. Secretary



OCT 25 2018

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

October 11, 2018
Project No: 17348.00000
Invoice No: 0188494

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

Professional Services rendered through September 30, 2018

Professional Personnel

		Hours	Rate	Amount	
Project Manager					
Lockwood, Scott	9/8/2018	2.50	178.00	445.00	
Lockwood, Scott	9/15/2018	1.25	178.00	222.50	
Lockwood, Scott	9/22/2018	8.50	178.00	1,513.00	
Sr. Planner					
Haga, Lindsay	9/22/2018	1.00	178.00	178.00	
Haga, Lindsay	9/29/2018	1.00	178.00	178.00	
Administrative Support					
Blair, Shelley	9/15/2018	2.00	81.00	162.00	
Blair, Shelley	9/22/2018	1.50	81.00	121.50	
Brown, Kimberly	9/22/2018	1.50	81.00	121.50	
Totals		19.25		2,941.50	
Total Labor					2,941.50

Expenses

Reproductions				3.00	
Permits				116.00	
Total Expenses			1.15 times	119.00	136.85

Invoice Total this Period **\$3,078.35**

Outstanding Invoices

Number	Date	Balance
0187827	7/31/2018	1,490.32
0188210	8/31/2018	3,317.06
Total		4,807.38

Total Now Due **\$7,885.73**

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32218 • Tel 904-842-9990 • Fax 904-646-8485
CA-00029584 LC-0000316

Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 34
Invoice Date: 11/1/18
Due Date: 11/1/18
Case:
P.O. Number:

Bill To:
Meadow View at Twin Creeks CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

REC'D NOV 05 2018

Description	Hours/Qty	Rate	Amount
Management Fees - November 2018		3,750.00	3,750.00
Information Technology - November 2018		166.67	166.67
Dissemination Agent Services - November 2018		416.67	416.67
Office Supplies		23.63	23.63
Postage		53.67	53.67
Copies		191.40	191.40
Telephone		53.04	53.04
Total			\$4,655.08
Payments/Credits			\$0.00
Balance Due			\$4,655.08

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

October 26, 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 103518
Billed through 09/30/2018

General Counsel

MVTCDD 00001 JLE

FOR PROFESSIONAL SERVICES RENDERED

09/04/18	JLE	Follow-up regarding pool operating permit.	0.20 hrs
09/04/18	APA	Prepare response to Notice to Owner (Site Work/Phase One).	0.50 hrs
09/05/18	JLE	Follow-up on pool operating permit.	0.20 hrs
09/08/18	JLE	Review lease agreement; provide comments to the same; email correspondence.	0.90 hrs
09/11/18	JLE	Email correspondence regarding lease agreement; email correspondence regarding townhome contract.	0.40 hrs
09/12/18	JLE	Confer with Lyman regarding change order; follow-up conference call with Lockwood, et al., regarding the same; follow-up.	0.40 hrs
09/13/18	JLE	Email correspondence to working group regarding meeting agenda; review change order and cost share; follow-up regarding the same.	0.60 hrs
09/13/18	KEM	Prepare change order and addendum to cost share agreement.	0.80 hrs
09/20/18	JLE	Prepare for, travel to and from, and attend Board meeting.	2.80 hrs
09/21/18	APA	Prepare response to Notice to Owner from Carpet Image; prepare response to Notice to Owner from Architectural Millwork.	0.80 hrs
09/23/18	JLE	Review O&M Assessment Report; review and revise master dock easement; email correspondence regarding various construction items; follow-up on pool operating permit.	1.60 hrs
09/24/18	JLE	Conference call regarding O&M assessments; follow-up email to District Staff.	0.40 hrs
09/24/18	JEM	Review issues associated with grant of master dock easement.	0.20 hrs
09/24/18	KEM	Attend conference call regarding assessment cap; prepare assessment area legal description.	1.10 hrs
09/25/18	JLE	Confer with Shepperd regarding pending items.	0.20 hrs

09/28/18	JLE	Prepare for and attend meeting with DOH regarding operating permit; follow-up regarding the same.	1.10 hrs
09/28/18	JLK	Continue review and negotiation of master services agreement for ADA compliance on websites, documents and transmittals; confer with various district managers regarding processes for ADA compliance; confer regarding SOW for recreational software for ADA compliance; confer regarding insurance coverage with district's insurer.	0.10 hrs
09/28/18	KEM	Research engineer's report.	0.10 hrs
Total fees for this matter			\$2,991.00

DISBURSEMENTS

Travel	167.72
Conference Calls	76.31
Total disbursements for this matter	\$244.03

MATTER SUMMARY

Papp, Annie M. - Paralegal	1.30 hrs	145 /hr	\$188.50
Merritt, Jason E.	0.20 hrs	335 /hr	\$67.00
Earlywine, Jere L.	8.80 hrs	275 /hr	\$2,420.00
Kilinski, Jennifer L.	0.10 hrs	255 /hr	\$25.50
Ibarra, Katherine E. - Paralegal	2.00 hrs	145 /hr	\$290.00

TOTAL FEES	\$2,991.00
TOTAL DISBURSEMENTS	\$244.03

TOTAL CHARGES FOR THIS MATTER	\$3,235.03
--------------------------------------	-------------------

BILLING SUMMARY

Papp, Annie M. - Paralegal	1.30 hrs	145 /hr	\$188.50
Merritt, Jason E.	0.20 hrs	335 /hr	\$67.00
Earlywine, Jere L.	8.80 hrs	275 /hr	\$2,420.00
Kilinski, Jennifer L.	0.10 hrs	255 /hr	\$25.50
Ibarra, Katherine E. - Paralegal	2.00 hrs	145 /hr	\$290.00

TOTAL FEES	\$2,991.00
TOTAL DISBURSEMENTS	\$244.03

TOTAL CHARGES FOR THIS BILL	\$3,235.03
------------------------------------	-------------------

Please include the bill number on your check.

Wed, Oct 17, 2018
7:46:39AM

Legal Ad Invoice

The St. Augustine Record

Acct: 15651
Phone: 9049405850
E-Mail:
Client: MEADOWVIEW AT TWIN CREEKS C

Name: MEADOWVIEW AT TWIN CREEKS CDD
Address: 475 WEST TOWN PLACE, SUITE 114

City: SAINT AUGUSTINE **State:** FL **Zip:** 32092

Ad Number: 0003093203-01
Start: 10/10/2018
Placement: SA Legals
Copy Line: NOTICE OF LANDOWNERS MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE ME

Caller: COURTNEY HOGG
Issues: 2
Rep: Melissa Rhinehart
Paytype: BILL
Stop: 10/17/2018

Lines 59
Depth 5.00
Columns 2
Price \$359.00

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF
THE BOARD OF SUPERVISORS OF THE MEADOW VIEW AT TWIN
CREEKS COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within the Meadow View at Twin Creeks Community Development District ("District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 630.22 acres and located generally north of the Twelve Mile Swamp, west of U.S. Highway 1 North, east of I-95 and south of C.R. 210 West in St. Johns County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("Board", and individually, "Supervisor"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 6, 2018
TIME: 10:00 a.m.
PLACE: Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Jim Oliver
District Manager

0003093203 October 10, 17, 2018

OCT 22 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# 0003093203-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

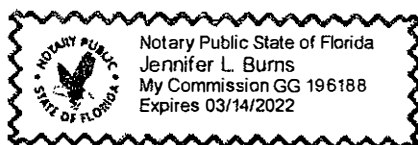
Before the undersigned authority personally appeared JAMIE WILLIAMS who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **Notice of Landowners Meeting** was published in said newspaper on 10/10/2018, 10/17/2018.

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.

Sworn to and subscribed before me this _____ day of OCT 17 2018

by Jamie Williams who is personally known to me
or who has produced as identification

Jennifer L. Burns
(Signature of Notary Public)



NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF
THE BOARD OF SUPERVISORS OF THE MEADOW VIEW AT TWIN
CREEKS COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within the Meadow View at Twin Creeks Community Development District ("District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 630.22 acres and located generally north of the Twelve Mile Swamp, west of U.S. Highway 1 North, east of I-95 and south of C.R. 210 West in St. Johns County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("Board"), and individually, "Supervisor". Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 6, 2018
TIME: 10:00 a.m.
PLACE: Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Jim Oliver
District Manager

0003093203 October 10, 17, 2018



Pay by Phone (844) 752-8845
 Phone (904) 209-2700
 Phone (904) 209-2718
 Toll Free (877) 837-2311

PO Drawer 3006
 St. Augustine, FL 32085

Statement Date	Current Charges Due Date
10/19/2018	11/18/2018

Current Month Activity				
Services Dates	Service Description	Units	Amount	Total

Amount of Your Last Statement				0.00
1/10/18	Deposit Payment Due		100.00	
1/10/18	Deposit Payment - Thank You		-100.00	
1/10/18	Payment - Thank You		-27,310.08	
1/31/18	Payment - Thank You		-0.03	
Past Due Balance				-27,310.11
Water Rates				
1/10/18-1/10/18	TAP App Water & Sewer Invoice		27,310.08	
10/2/18-10/2/18	Additional Tap Trip Charge		30.00	
10/4/18-10/4/18	New Service Charge		30.00	
Water Rates				
	Meter Maintenance Charge	6.00	1.00	6.00
	Base Rate	61.94	1.00	24.78
Consumption Fees	0 - 25,000 Gallons	3.14	1.27	3.99
Water Total				34.77
Wastewater Rates				
	Base Rate	72.77	1.00	29.11
Consumption Fees	0 + Sewer Gallons	5.49	1.27	6.97
Wastewater Total				36.08
Past Due Balance				-27,310.11
Current Charges				27,440.93
Amount Now Due				130.82

Consumption Fees

Water Total

Consumption Fees

Wastewater Total

Past Due Balance

Current Charges

Amount Now Due

Past Due Balances are subject to a Late Fee of 1.5% or \$5.00, whichever is greater and disconnection of service if not paid.

MESSAGE CENTER

In 2017, SJCUD detected 25 contaminants in the drinking water. All contaminants were at allowable levels & no health based violations were reported. Visit www.sjcfl.us/WaterReport/NorthEast.pdf to view your report. This report contains important info about the source and quality of your water. To receive a hard copy of the report or if you have any questions please call 904-209-2700.

www.sjcutility.us

See reverse for monthly draft options or credit card payments.

Please detach and return with your payment.

FL29539F



ST JOHNS COUNTY UTILITY DEPARTMENT
 POST OFFICE DRAWER 3006
 ST AUGUSTINE FL 32085-3006
 Temp-Return Service Requested

Account Number		Date Due	
567190-135186		11/18/2018	
Past Due Amount	Current Charges/Credits	Amount Now Due	After Due Date Pay
-27,310.11	27,440.93	130.82	135.82
Please Enter Amount Paid \$			



Please write your account number on your check and remit to:

ST JOHNS COUNTY UTILITY DEPARTMENT
 POST OFFICE DRAWER 3006
 ST AUGUSTINE FL 32085-3006



000000135186000000567190000000013082000000013582

*****AUTO**5-DIGIT 32095



MEADOW VIEW @ TWIN CREEKS CDD 4
 475 W TOWN PL 629
 SAINT AUGUSTINE FL 32092-3648

☐ Check for Address Change

Invoice



**WEST ORANGE
NURSERIES, INC.**

4001 Avalon Road . Winter Garden, FL 34787
T 407.877.2930 F 407.656.0077
www.westorangenurseries.com

DATE

10/1/2018

INVOICE #

11473

BILL TO:

Meadow View @ Twin Creeks
C/O GMS
475 West Town Place Suite 114
St. Augustine, FL 32092

SHIP TO:

October 2018

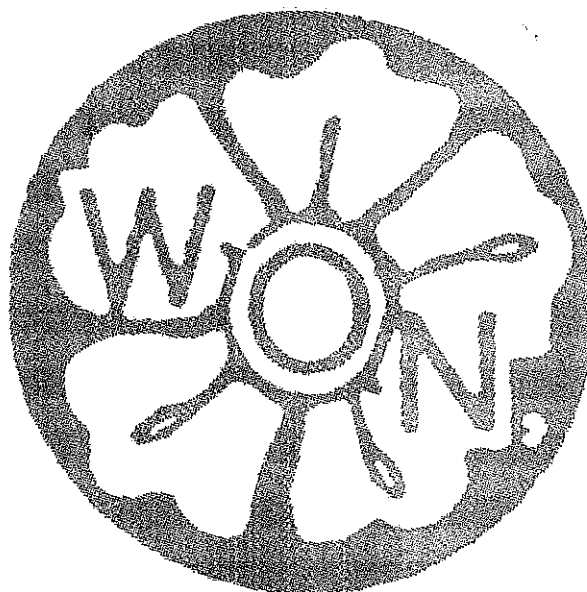
RECEIVED
OCT 16 2018

BY:

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
-------------	-------	-----	------	-----	--------	---------

10/1/2018

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	Maintenance	Monthly Lawn Maintenance : October 2018	10,230.54	10,230.54



TOTAL

\$10,230.54



Invoice



WEST ORANGE
NURSERIES, INC.

4001 Avalon Road . Winter Garden, FL 34787

T 407.877.2930

www.westorangenurseries.com

DATE

11/1/2018

INVOICE #

11481

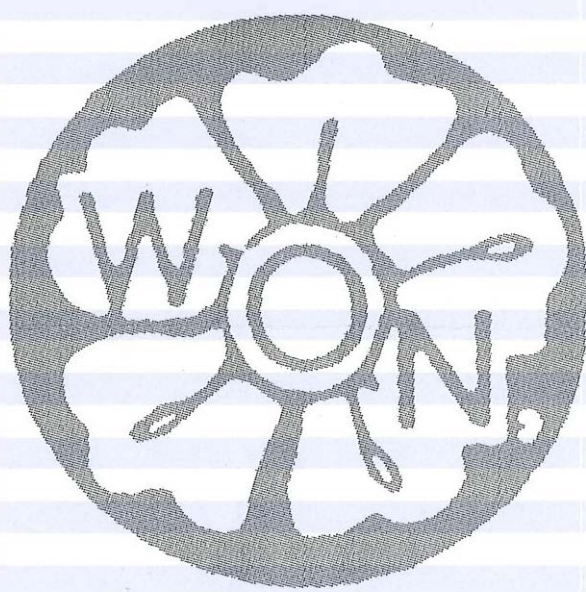
BILL TO:

Meadow View @ Twin Creeks
C/O GMS
475 West Town Place Suite 114
St. Augustine, FL 32092

SHIP TO:

November 2018

RECEIVED
NOV 06 2018

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
			11/1/2018			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	Maintenance	Monthly Lawn Maintenance : November 2018			10,230.54	10,230.54
						
					TOTAL	\$10,230.54



296791